

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39th Avenue**  
**Pleasant Prairie, WI**  
**August 3, 2015**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – July 20, 2015
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator’s Report
7. New Business
  - A. Receive Plan Commission recommendation and consider Ordinance #15-30 to amend the 2035 Comprehensive Plan related to the proposed development of an office building on the property generally located north of STH 50 and west of 91st Avenue.
  - B. Consider a Professional Design Services Agreement to expand and improve the 73-1 Compost Site.
  - C. Consider Ordinance #15-27 to amend Chapter 194 of the Municipal Code relating to a “Class A” Intoxicating Liquor Cider Only license.
  - D. Consider Ordinance #15-28 to amend Chapter 18 of the Municipal Code relating to Board of Review.
  - E. Consider Ordinance #15-29 to amend Chapter 305 of the Municipal Code relating to Landscape Maintenance within the public right-of-way.
8. Village Board Comments
9. 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  
June 20, 2015  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, June 20, 2015. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk.

**1. CALL TO ORDER**

John Steinbrink:

Before we move to the Pledge of Allegiance this evening we have some guests here this evening. And maybe somebody could introduce or you could introduce yourselves to the Board. Who would like to start?

Natalie LaForge:

Hello, I'm Natalie LaForge, your 2014 Miss Pleasant Prairie. Over this past year I've had an absolute blast representing this Village. It's been a lot of fun, a lot of hard work. There was the tears, there was the bad hair days, but it was definitely worth it. I know one of my favorite events was the chili cook off which was at the Veteran's Post. I don't know what post it was, but it was downtown Kenosha. And there was actually 27 different kinds of chili, and it was such a blast to be able to represent Pleasant Prairie there and really visit with the people.

I'm very excited to use the \$500 scholarship and continue my education next year. I'll be a therapeutic masseuse in ten months which I'm very excited for. I had an excellent court to work with, and I'll let them introduce themselves.

Mia Tynan:

Hi, I'm Mia Tynan your Junior Miss Pleasant Prairie 2014. This past year I participated in countless numbers of activities around the area with the Miss Pleasant Prairie Court 2014. The most memorable being the Kids Expo at the RecPlex promoting local businesses to the public. Being a representative of my community has brought me such joy this year. Thank you to the Board of Pleasant Prairie for allowing me to represent my community. And thank you to my family Chelsea, Melissa Goessl and the pageant family the Miss Pleasant Prairie Court 2014 for teaching me that it's not the crown and sash that make a queen but a person's natural inner beauty.

Village Board Meeting  
July 20, 2015

Nila Kenyon:

Hi, I'm Nila Kenyon, and my favorite appearance was the chili cook off because I got to taste a lot.

Kathy Goessl:

The new Court they'll introduce themselves. But actually my daughter Lindsey Goessl is Miss Pleasant Prairie 2015. She can't make it tonight, she's actually at church camp in Wisconsin Dells, but this is their court that they'll introduce themselves.

Raechel Boes:

Hi, my name is Raechel Boes. I am Junior Miss Pleasant Prairie 2015. And thank you for giving me the opportunity to serve as the representative for Pleasant Prairie. Thank you.

Amity Forsythe:

My name is Amity Forsythe and thank you for the opportunity to be Little Miss Pleasant Prairie.

Kathy Goessl:

This is Tiny Miss Pleasant Prairie Olivia Mitchell. She's only four years old.

John Steinbrink:

Well, welcome to all of you this evening. And thank you to our past participants for their service. And congratulations to the new participants and new Miss Pleasant Prairies. So with that we're going to move to the Pledge of Allegiance, and I'm going to ask the former and present Miss Pleasant Prairies please lead us in the Pledge. Please rise for the Pledge.

**2. PLEDGE OF ALLEGIANCE**

John Steinbrink:

Thank you for coming this evening and for introducing you to us. We look forward to seeing you at all the events throughout the Village.

**3. ROLL CALL**

**4. MINUTES OF MEETING - JULY 6, 2015**

Steve Kumorkiewicz:

Move to approve.

Village Board Meeting  
July 20, 2015

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave, any discussion on the minutes.

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE JULY 6, 2015 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

- 5. CITIZEN COMMENTS (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)**

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Alright, anybody wishing to speak?

**6. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Mr. President, I welcome you to the new digs we have here tonight. There's been a temporary construction wall that's been put up while the judge's office and the conference room for the court are being constructed right behind that. And there's also a vestibule that's being constructed as part of that as well. And as you all well know we can usually gauge the strength of a winter storm by how much snow comes in the door while we're at a meeting at night, and sometimes we have to shovel our way out to get outside to shovel. So that will take care of that. And then shortly they'll be working on this back door which is pretty much seized up. It won't open anymore.

So lights are going to be changed out to energy efficient lights in this room. And the wall will be going back farther. It won't be as close as it is now. It's really being where it is now so the workers can get in and around the two offices that they're building, and they'll be working on that. So Village Hall, the repurposing of the Village Hall, this is probably upstairs the most major construction that's taking place. And they're in the process of taking the drains out downstairs for the apparatus bay, closing them up for the floor to go down and getting ready to cut the concrete for where the elevator shaft is. So right now we're looking to be done with this September 17th, somewhere around that. The days might drift a little bit.

Village Board Meeting  
July 20, 2015

The project on 39th Avenue is tracking along on a pretty good schedule. We might have a couple day slippage with the weather and what's going on right now or what happened this week. Some of the things got soft. But they have put two crews on that project. So they have been putting stone down on 39th Avenue, and they have already put the concrete on 39th Avenue north of Springbrook, and they started hanging the curbs for that. So that project as well is moving along well. And we're still targeting to have this all done in September. And we haven't seen any major problems within the construction, increase in the cost or we're having to do some more. Probably the biggest risk is soil conditions that might change if they're digging or what have you.

The other work that's almost complete is part of the stormwater improvements that were being installed to stop 39th Avenue from flooding which is the work that the storm sewer that went over to Springbrook and the two detention basins that are going to be placed over there as well as ours on our property. What that's really going to do is really going to help minimize the flooding that we saw downstream from Village Hall. If you think back to some of the storms we've had previously I remember sitting in my office watching water going over 39th Avenue and heading down 100th as it was heading to the subdivision. So those stormwater improvements are going to occur, and they need to occur because 39th Avenue in that area is being raised some. So we'll need to manage that water as well. So the project is working along rather well. Those are the main reports I want to make tonight, Mr. President.

John Steinbrink:

Thank you, Mike.

**7. NEW BUSINESS**

John Steinbrink:

Jean, do you want to take several of these together?

Jean Werbie-Harris:

Yes, I would ask if Items A and B can be taken at the same time by the Board.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

**SERPE MOVED TO CONSIDER NEW BUSINESS ITEMS A & B SIMULTAENOUSLY WITH SEPARATE ACTION; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Village Board Meeting  
July 20, 2015

- A. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property generally located at the southeast corner of STH 50 and 94th Avenue within the Prairie Ridge development for the development of two (2) proposed multi-tenant retail buildings to be known as The Bulls-Eye development.**
- B. Receive Plan Commission recommendation and consider Ordinance #15-22 for a Zoning Text Amendment to create the specific PUD requirements for two (2) proposed multi-tenant retail buildings for The Bulls-Eye development proposed on the property generally located at the southeast corner of STH 50 and 94th Avenue within the Prairie Ridge development.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request by Mark Eberle, principal engineer of Nielsen Madsen and Barber, and he's the agent for both items that are before the Village Board tonight. These two items along with the preliminary site and operational plan was considered by the Village Plan Commission at their last meeting. Specifically, the Bulls-Eye develop includes two multi-tenant retail buildings on the property, and generally they're located at that southeast corner of 94th Avenue and 76th Street just to the north/northwest of the Costco development in Prairie Ridge.

Specifically, with respect to the certified survey map there will be two lots that are created by CSM. Lot 1 which is 1.042 acres with frontage on 76th Street, 75th Street and 94th Avenue, and Lot 2 with just under 1 acre with frontage on both 76th Street and Highway 50 which is 75th Street. Access for Lot 1 will be through a common access that's partially located on Lot 2 and partially on the adjacent Outlot 20 which is to the east. So at a previous Village Board meeting there was a master conceptual plan that was approved by the Plan Commission and then also presented and approved by the Village Board that addressed how the development of Outlots 20 and 21 would develop, again, north of Costco between 75th and 76th Streets.

On June 1st the Board had approved a master conceptual plan for the future development patterns, setbacks, cross-access parking, drive through areas, curb and gutter setbacks, landscaping areas, as well as where access would be located in order to service basically these four developments located on Outlots 20 and 21 north of 76th Street.

As part of that overall development one of the items that was going to be required by the Village Board is a zoning text amendment. It's currently zoned B-2 which is Community Business District with a PUD, a planned unit development overlay. But this specific PUD is unique to this particular property, this Outlot 21. Specifically the community benefit that's been identified is that both buildings will comply with Section 180 of the fire and rescue protection ordinance, the fire and rescue department comments and the installation of fire sprinklers. They will comply with Section 410 of the Village Municipal Code related to the installation, ownership and maintenance of a DSIS or digital security imaging system.

And, finally, the landowner, SB1, would prepare and record separate declaration of easement restrictions covering cross-access, parking, site, building maintenance and land issues as well as

Village Board Meeting  
July 20, 2015

uses for Outlots 20 and 21 properties. As part of this set of declarations there would be enhanced architectural design features as well as enhanced amounts and designs of landscaping for the property.

The zoning text amendment, specifically the modifications or variations that they're requesting, they're identified on the overhead and on your screens. The lot sizes will be less than 2 acres for each of the lots, one is just over 1 acre and one is just less than 1 acre. The open space will be reduced from 30 percent to 24 percent. The street setback is reduced to 31 feet from 94th Avenue instead of 35 feet. The side setback is revised to 27 feet between Outlots 20 and 21, again, because they have a common shared access roadway between them.

There would be zero foot parking setback from the interior lot lines. And, again, this is not only between the two buildings that are on Outlot 21 but then the next buildings over on Outlot 20. The parking lot setback to 76th Street would be reduced to 15 feet. Again, one of the things that you're going to see is that these setback modifications around the perimeter of these outlots will continue to the east with the next proposal that's going to be coming sometime in the near future for the Outlot 20.

Some additional modifications include the primary monument signs will need to be set back to the side lot lines reduced to five feet with a maximum height of ten feet. That's a reduction actually. A spacing separation for driveways on 76th Street between the Costco driveway which is approximately right here and the next driveway which is going to service this Outlot 21 development. The ordinance requires a 105 foot spacing separation centerline to centerline for the driveways, and they're requesting 103 feet. And then finally to allow for modification of the total amount of square footage for building wall signage per tenant. This amount of square footage is going to be similar to what we have allowed for Prairie Ridge Commons as well as the Plaza and some of the other uses along Highway in the Prairie Ridge Development.

Although the preliminary site and operational plans are not being considered by the Village Board tonight but were conditionally approved by the Plan Commission at their last meeting, this information is being presented for information to the Board. Specifically the developer is requesting to begin some mass grading, install underground utilities, install early footing and foundation, again, for two multi-tenant restaurant retail buildings subject to the staff recommended changes that are in the staff comments that are in your packets.

Again, the western building will consist of two tenants spaces, retail A and restaurant B, and the eastern building will consist of restaurant C, office D and restaurant E. Lot 1 will have a 6,330 square foot multi-tenant building, and Lot 2 will have a 7,248 square foot multi-tenant building. Again, just to reiterate the site access for this particular area of the Village in Prairie Ridge, again, due to the fact that this is a very busy area as arterial roadways to the north and very busy collectors on 91st and 94th Avenue, access is being restricted to only 76th Street for this particular development area.

Parking was discussed at the last Plan Commission meeting and at the last Board meeting. And we sat down with the developer and got some commitments from the specific tenants that they were working with with respect to exactly how much parking that they were going to be needing and

Village Board Meeting  
July 20, 2015

exactly what the Village ordinance required with respect to minimums for parking. Pursuant to their application what they need is restaurants having a total of 83 spaces, retail stores 16 spaces, medical and dental offices 10 spaces, and 5 handicapped accessible spaces. So the total number of spaces that they're actually needing is 114. What they're providing is 109. So they are short five spaces per the minimums of the ordinance.

The staff addressed some concerns with the developers in that we would like them to provide some additional parking offsite through cross-access easements in order to make sure that there is adequate parking for their uses at this location. Again, they're only five short from what the ordinance minimum is, but we're asking for some additional. So they are working with St. Anne Catholic Church or the Congregation of St. Anne, and they have a draft of an easement document that would require cross-access or allow for cross-access certain to a number of restrictions. They're finalizing that agreement. They're requesting 30 spaces from St. Anne. And this would be a yearly lease agreement. I'm not sure if they have finally determined exactly how many years it was going for at a time, but that is something that is being worked out at this point. They are also pursuing a cross-access easement with Costco, but at this time Costco has not yet committed to the cross-access parking.

One of the other things since the last meeting was we were working with them on some of the architectural renderings and some of the design elevations of the building. And they have been very responsive to making those modifications. They have addressed everything from building materials to signage locations and additional architectural features on the buildings in order to address those concerns. Some of the other things that we had talked about, and I don't know if it's very clear, but at two of the corners of the building there's going to be outside seating, and some of the concerns were outside more decorative bollards in addition to the fencing in order to create more of a barrier as traffic is going by. And you can kind of see that in these photos. And here are some additional photos of the second building and the entry perspectives from those locations.

Again, at this point they have only received preliminary site and operational plan conditioned upon the certified survey map as well as the zoning map amendment, the PUD being approved by the Village Board. At this point if they get that positive response from the Village Board they will proceed ahead with the detailed site and operational plans and then come in with the detailed site plans that basically mirror the State approved plan set. But due to the fall and winter season coming very soon even though it's hard to feel that way in the middle of July, they would like to get under construction with respect to some grading, again, subject to the comments and conditions as outlined in the staff memorandum.

So the staff recommends approval of the certified survey map as well as the zoning map amendments that were presented. The Plan Commission also had a positive recommendation subject to the comments and conditions as outlined in the staff memorandum.

Michael Serpe:

The parking with St. Anne's is that going to be primarily for employees?



Village Board Meeting  
July 20, 2015

Jean Werbie-Harris:

That is what we had identified. And actually this center does have approximately 30 employees. I don't know that they will restrict it so that non-employees would park there. But it seems unrealistic to think that patrons would park at that lot but rather the employees would be parking there instead.

Michael Serpe:

Are there any talks being considered with Costco for parking?

Jean Werbie-Harris:

Yes, there are, but they have not committed to anything at this point. Costco really wanted to see how things developed once they were open a couple of months. One of the things that I've observed myself, I've been out to Costco about 20 times now, and I've noticed that at least that whole northern tier of parking is rarely ever parked in. Again, they just opened, and they're just still trying to get established at that location. So they at this point are not wanting to commit to anything. The developer who is developing this series of multi-tenant buildings has a good working relationship with Costco and has worked to develop Costco's in other areas. So I assume that they will continue that relationship, and they will work towards putting together some type of cross-access easement.

Michael Serpe:

Do we know the tenant yet?

Jean Werbie-Harris:

I'm sorry, I didn't hear you?

Michael Serpe:

Do we know who the tenant is for this restaurant?

Jean Werbie-Harris:

Do we know who the tenants are? The developer at the Plan Commission meeting indicated that they have not yet finalized their lease agreements with the tenants. So for that reason they did not want to make a formal announcement. I assume that they'll be doing that soon, and certainly prior to or at the time that they submit final site and operational plans which they intend to submit to us in the next 30 to 45 days.

Dave Klimisch:

There's a lot to like with this. Where does the water drain? Is it to the retention pond that's in that development?

Village Board Meeting  
July 20, 2015

Jean Werbie-Harris:

Yes, yes. In fact, when Prairie Ridge was initially designed all of the development area was designated to drain to one of the outlots or the large retention basins on the site. In fact, this actually goes into the storm sewer and goes into the basin that's southeast of here, southeast of Costco.

Steve Kumorkiewicz:

I've got a question for Jean. Jean, in St. Anne's how many parking places are they going to have, 30?

Jean Werbie-Harris:

The draft lease that they were talking to me about was 30 spaces with St. Anne's.

Steve Kumorkiewicz:

My question is that parking lot is big at St. Anne's. But when they've got special ceremonies and church functions are they going to have plenty of room?

Jean Werbie-Harris:

There are some times of the year, certain times of the year on Sundays and certain holy days that they will be full. Typically the peak times for St. Anne would be Saturday night between 5:15 and 6:30 and on Sunday mornings. So I'm not sure if that's the exact peak time for these restaurants, but the church typically has peak times during their masses.

Steve Kumorkiewicz:

Saturday night is very busy especially if they've got restaurants. There's a lot of customers over there. We see [inaudible] and they are basically going across to the [inaudible] parking lot. So I don't know what they're going to do.

Jean Werbie-Harris:

They have cross-access arrangements with Inland for those spaces.

Michael Serpe:

John, I move approval of the certified survey map.

Steve Kumorkiewicz:

Second.

Village Board Meeting  
July 20, 2015

John Steinbrink:

Motion by Mike, second by Steve for certified survey map approval. Any discussion on this item?

Kris Keckler:

Just one question real quick. The other existing businesses that share some parking spaces for the businesses right now do we have some existing that have agreements already? Any businesses that are sharing or --

Jean Werbie-Harris:

I know there's cross-access shared parking arrangements between Famous Dave's, Olive Garden and the Plaza. They have cross-access easements. The Plaza and Olive Garden and Cheddar's cross-access to the south on Inland south of 77th. So there are a number of them that cross-access park.

Kris Keckler:

I appreciate that. I didn't mean to quiz you on the spot of which ones. We just don't have any issues right now that are coming forward with anybody in these arrangements or agreements?

Jean Werbie-Harris:

We don't have any problems or issues. They all have pretty detailed cross-access easement agreements, shared parking, driveway easements. They all have those easements in place which we require. And it really becomes a civil matter between the property owners. But we do review those just to make sure that they are in place not only for cross-access easements and for maintenance so that they can work out and work through those issues.

Kris Keckler:

Okay. It's just crowded, and it's nice to see that, but just to see if there's been any issues or not. It's nice to see that they're all getting along.

Jean Werbie-Harris:

No issues that I'm aware of. You'd have to maybe ask the Police Chief, but I'm not aware of any issues with respect to any of the tenants.

John Steinbrink:

We have a motion and a second. Further discussion?

Village Board Meeting  
July 20, 2015

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP TO SUBDIVIDE THE PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF STH 50 AND 94TH AVENUE WITHIN THE PRAIRIE RIDGE DEVELOPMENT FOR THE DEVELOPMENT OF TWO (2) PROPOSED MULTI-TENANT RETAIL BUILDINGS TO BE KNOWN AS THE BULLS-EYE DEVELOPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

John Steinbrink:

That brings us to Item B.

Michael Serpe:

I'd move approval of Ordinance 15-22.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris for adoption of Ordinance 15-22. Any discussion on this item?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #15-22 FOR A ZONING TEXT AMENDMENT TO CREATE THE SPECIFIC PUD REQUIREMENTS FOR TWO (2) PROPOSED MULTI-TENANT RETAIL BUILDINGS FOR THE BULLS-EYE DEVELOPMENT PROPOSED ON THE PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF STH 50 AND 94TH AVENUE WITHIN THE PRAIRIE RIDGE DEVELOPMENT; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

John Steinbrink:

That brings us to the next set of items. Do you want to do C and D together, Jean?

Jean Werbie-Harris:

Yes, please.

Michael Serpe:

So moved.

Kris Keckler:

Second.

**SERPE MOVED TO CONSIDER NEW BUSINESS ITEMS C & D SIMULTAEOUSLY WITH SEPARATE ACTION; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

- C. Receive Plan Commission recommendation and consider Ordinance #15-23 for a Zoning Map Amendment and Ordinance #15-24 for a Zoning Text Amendment to rezone the property generally located north of STH 50 and west of 91st Avenue from the B-2, Community Business District with an Urban Landholding Overlay District in to the B-2 (PUD), Community Business District within a Planned Unit Development Overlay District and Zoning Text Amendment to create the specific PUD requirements for the proposed development of a 6,300 square foot professional office building.**
- D. Receive Plan Commission recommendation and consider a Certified Survey Map for the property generally located north of STH 50 and west of 91st Avenue for the proposed development of a 6,300 square foot professional office building.**

Jean Werbie-Harris:

Mr. President and members of the Board, you have before you two requests, again, for the development of the 6,300 square foot professional office building on the property generally located north of Highway 50 and west of 91st Avenue. The first item is ordinance map amendment 15-23 and text amendment 15-24 and a certified survey map. This comes as a request of Bill Morris, agent for the owner, AMB Durrani Bawani, LLC for a proposed office building. And, again, for reference this office building location is located just to the west of the recently constructed Goddard School. And it is just to the east of the White Caps subdivision. So the boundary between the City and the Village is this western property boundary at this particular property.

The first item is the request for a certified survey map. Specifically they are looking to create one lot that is just a little under one acre in size. The certified survey map I just recently finalized all the required dedicated easements, restrictions, site access and other regulations for this particular property. I am working with the owner's attorney in order to put all of these various cross-access documents and easements in place. This particular property will obtain its access to 91st Avenue through an existing 30 foot wide dedicated ingress/egress cross-access easement. Again there will be no direct access from this parcel to Highway 50. And obviously there's no direct access to the west as well.

What we have identified, and I'm not sure if you can see this, but we have identified that there will be cross-access that goes through the Goddard School property to the east and then back out. So Dr. Durrani is going to be constructing all the way up to the termination of their parking lot. The ability to cross-access through in the even of an emergency there will be a gate and a Knox lock chain there so it will not be a primary means of access, but it will be an access in the event of an emergency to that location.

The zoning map and test amendments for this project would be to rezone the property from the B-2, Community Business District, which has a UHO overlay, Urban Landholding Overlay District,

Village Board Meeting  
July 20, 2015

and it would go to the B-2 PUD or Planned Unit Development Overlay. This specific PUD would be created for this site based on the following community benefits. Section 180 of the municipal code pertaining to fire protection and fire sprinklers would need to be met as well as the staff comments as well as any conditions set forth by the Fire Chief. Section 410 of the municipal code relating to the digital security imaging system would be required to be met. Again, Goddard School also has that DSIS system operating on its property. They will need to provide enhanced architectural design elements and additional landscaping.

So with respect to the detailed PUD items, the lot size, again, is going to be less than the required typical two acres, just under one acre in size so that amendment will need to be made. Access will be through an ingress/egress easement to 91st Street. Again, that secondary requirement that I had requested is that they make that connection at the south so that there's a secondary emergency access through the Goddard School property. There's a five foot side parking lot setback to the east property line, a 1.3 foot parking setback to the north. Again, all of this land area to the north, you recall from the aerial photograph, is all open space, retention basin, common area and for a considerable distance until you get to the single family homes to the north.

They're requesting a 24.8 foot parking lot setback to the west property line. A detached garbage recycling trash enclosure they're proposing to have it right here as opposed to attached to the building right here. The building setback of 25 feet from the west property line. And primary monument sign, again, they are agreeing to a reduced height down to the ten feet and 130 square feet in area.

One of the other things that I wanted to bring to your attention there is as part of the original Westfield Heights plat a 25 foot easement, a tree preservation and protection easement along this property line. We had the opportunity to meet with the residents of White Caps, and they have taken a look at the trees that are remaining, the new trees that are going to be planted, and then some additional fencing that's going to actually be placed over in the northwest corner by Dr. Durrani in order to help preserve and protect and maintain that separation spacing and that buffer between the single family residential in the White Caps development and the Dr. Durrani development.

Just as with the last project on the agenda, preliminary site and operational plans were considered by the Plan Commission at their July 13th meeting and were conditionally approved subject to a number of comments and conditions that will need to be modified and submitted back to the staff. But this approval would allow for some initial mass site grading of the site. The site is for one office building, just over 6,300 square feet in area. The intent is that Dr. Durrani intends to use half of this building for his own practice, and then he intends to build a white box and then lease out the second half of the building to another medical professional. At this point we don't know who that might be.

The stated facility hours for the Dr. Durrani facility is Monday through Friday from 8 to 5 and some weekends. The maximum number of the employees for his office would be one doctor and four part-time employees. So as you can see on the east side his practice will be built out, and the west side will initially be a white box.

Village Board Meeting  
July 20, 2015

Parking and site access, parking for the site will be 35 parking spaces which includes four handicapped accessible spaces. This is more than enough for his practice. And then I believe there's about 22 left for the second doctor or doctors that may be located at the other half of this building. Again, as I mentioned, in addition to the access that is going to be coming off of 91st which he will need to construct along the north end into the site there will be an emergency cross-access through the site that will eventually go through the Goddard School property and then exist out onto 91st Avenue as well.

Stormwater, the proposed storm sewer system discharged to an existing pond. This pond identified with the red star is to the north of both the Goddard School and to Dr. Durrani's office building. Both of those sites as commercial sites do drain to that particular retention basin. One of the things that does need to get worked out, and I've got drafts prepared by staff and by their attorney, is that since Dr. Durrani's property is not part of the Westfield commercial area, and it's not part of the Westfield Subdivision plat, separate easements need to be prepared in order to allow for that flowage, that stormwater to go to that basin through easements as well as an easement over the outlot. And then he will need to be responsible for his fair share for not only the easements maintenance but the pond maintenance as well.

So with that this is a matter that was before a public hearing before the Plan Commission. Again, the Plan Commission considered preliminary site and operational plans, certified survey map as well as a zoning map and text amendment. The staff recommends that the Village Board approve conditionally the certified survey map as well as the zoning PUD map and text amendments for the Dr. Durrani project at this location.

Michael Serpe:

Jean, the Goddard School had a concern with when the mass grading started. I don't recall the answer from Mark. Was that going to interfere with their ingress?

Jean Werbie-Harris:

There's an engineer here for the site so I could have him address some of this, but there is an existing public water main that's already been constructed right here. There's an existing storm sewer line that's already been constructed. Their fence actually goes up and around right here. So it's pretty tight to the area. What I can say is this area between the fence line and the curb this area will be disturbed. It's outside of their fenced area but it will be disturbed probably through sloping easements. Their landscaping may be disturbed. And Dr. Durrani will need to replace or repair that. But the intent is that there should be no grading work inside of their playground area that should disturb their usage here.

One of the things that I did recommend is that there needs to be a six foot high construction fencing surrounding the Durrani property. But that possibly should be extended along this line, and maybe there might need to be some screening or something that gets attached to the fence because this is the main entrance, the only entrance for construction equipment as well as people coming in and out of the site during the time that the building is under construction. So we're going to need to work with Dr. Durrani and make sure that there is some protection concerns.

Village Board Meeting  
July 20, 2015

I think that Sarah Hall had indicated from Goddard that the rate of travel and the dirt and the dust and things like that. And so they will need to take some pretty special precautions. And there needs to be some additional protection just like with respect to all these trees over here not only silt fence but orange construction fencing. And a number of things will need to be taken into consideration. There's some pretty large trees up here. One will be removed for sure, and I think that there's a retaining wall. The engineer is nodding. I think there's a retaining wall that's going to be placed up in this area to help protect these big oak trees up there. So it will be tricky construction site.

John Steinbrink:

Mark, you want to add anything else? Just give us your name and address for the record. And have you set up a temporary office down here now with all the projects.

Mark Eberle:

I should. I could get a new one in the corner back here maybe. Mark Eberle, Nielsen Madsen and Barber, 1458 Horizon Boulevard, Racine. I don't have a whole lot to add. All the things that Jean talked about we talked about last Tuesday. We will need some easements and agreements with Goddard School for a number of things out there. So all the items that Sarah was concerned with will need to get worked out. And I'm sure she'll want to have them worked out before she signs those easements agreements. So that's all forthcoming here. It is a tricky site. It would have been quite a bit easier to develop had that parcel actually been in the subdivision but it's not. So we're making it work.

Jean Werbie-Harris:

The other thing I wanted to mention is that one of the neighbors in White Caps up here asked whether or not additional plantings could be installed kind of in this vicinity area, and we've identified a number of them, pine trees and some others to help with some additional screening. The key that I found after visiting with Sarah's attorney is that's actually part of Goddard School's property as well. So they will need to have some landscape easements here as well in order to put those pines and extra trees in there.

John Steinbrink:

So Goddard had to work out an agreement with the subdivision also for use of the pond?

Jean Werbie-Harris:

No, because that parcel I think it was Lot 21. It was part of the Westfield plat --

John Steinbrink:

So that was in and this was out.



Village Board Meeting  
July 20, 2015

Jean Werbie-Harris:

Yes, this was the only one. Dr. Durrani's was the only one that is under separate ownership. All the rest had been owned by I think it was Doug Stanich at the time. So all the others were incorporated in.

Mark Eberle:

Yeah, that's correct. Dr. Durrani has held that property for quite a while.

John Steinbrink:

Any other questions for Mark while he's up here?

Dave Klimisch:

There were some concerns from the neighbor to the north about adding some trees or bushes on the north side of that access road to help diminish the headlights as people come in. Is that being addressed?

Jean Werbie-Harris:

Yes, those are the ones I just talked about right here, those are all right here.

Mark Eberle:

Actually he was talking about up on the curve. So, yeah, that a little further complicated it because that property just behind the back of curb there is owned by the Westfield Heights Homeowner's Association. So, again, additional agreements need to be in place to install those trees in those locations. So discussions need to take place with them, yes.

John Steinbrink:

The concern was headlights. Is there going to be a lot of night office hours there?

Mark Eberle:

There should not.

John Steinbrink:

Okay.

Village Board Meeting  
July 20, 2015

Jean Werbie-Harris:

No, but it gets dark by four o'clock in the winter months.

John Steinbrink:

Thank you, Mark.

Dave Klimisch:

I'll move approval of 15-23 and 15-24.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike. Any discussion on 15-23 or 15-24?

**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #15-23 FOR A ZONING MAP AMENDMENT AND ORDINANCE #15-24 FOR A ZONING TEXT AMENDMENT TO REZONE THE PROPERTY GENERALLY LOCATED NORTH OF STH 50 AND WEST OF 91ST AVENUE FROM THE B-2, COMMUNITY BUSINESS DISTRICT WITH AN URBAN LANDHOLDING OVERLAY DISTRICT IN TO THE B-2 (PUD), COMMUNITY BUSINESS DISTRICT WITHIN A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT AND ZONING TEXT AMENDMENT TO CREATE THE SPECIFIC PUD REQUIREMENTS FOR THE PROPOSED DEVELOPMENT OF A 6,300 SQUARE FOOT PROFESSIONAL OFFICE BUILDING; SECONDED BY SERPE; MOTION CARRIED 5-0.**

John Steinbrink:

That takes care of Item C. Moving on to Item D.

Michael Serpe:

Move approval of the certified survey map.

Steve Kumorkiewicz:

Second.

Village Board Meeting  
July 20, 2015

John Steinbrink:

Motion by Mike, second by Steve for adoption and approval of the certified survey map. Any discussion on this item?

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP FOR THE PROPERTY GENERALLY LOCATED NORTH OF STH 50 AND WEST OF 91ST AVENUE FOR THE PROPOSED DEVELOPMENT OF A 6,300 SQUARE FOOT PROFESSIONAL OFFICE BUILDING, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**E. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property located at 6724 Springbrook Road into two parcels.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request of Justin Hammerbeck. He's the owner of the property located at 6724 Springbrook Road. And he's requesting the approval of a certified survey map to subdivide a property into two parcels. Specifically, this is a property that is located at that northeast corner of Highway 31 and County Trunk Highway ML. It's literally bounded by public roads on all four sides. It's almost a triangle shaped lot.

Municipal sanitary sewer was recently extended to service this area including his property, and one of the things that he had requested to do in the future was now to subdivide that property into two. Lot 1 and that's not correct, it should be 35,356 square feet, again, with frontage on ML and 31. It has an existing house and two detached garages. And Lot 2 which was proposed to have 24,873 square feet with frontage on ML and Old Green Bay Road.

After the Plan Commission meeting I had a discussion with Mr. Hammerbeck. The only condition that the County placed on is this Lot 2 would not have any direct access from the property to Highway ML or in the vision triangle area. So anywhere along this direction on that north end of that Lot 2 that's where a future access could be located for this particular property. The property is currently not served my municipal water but could develop with a municipal well. But sanitary sewer would need to be provided or served for that home in order for it to develop.

The certified survey map was approved by the Plan Commission or recommended for approval by the Plan Commission subject to the comments and conditions as outlined. There are a few things that need to be checked with the surveyor with respect to some setbacks and square footages. And he was working on that this week. So the staff recommends approval of the certified survey map subject to the comments and conditions as outlined in the staff memorandum for the certified survey map.

Kris Keckler:

Move to accept certified survey map as outlined administration.

Village Board Meeting  
July 20, 2015

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Further discussion?

Steve Kumorkiewicz:

Yeah, this comes as a result of the meeting that we got at the beginning of the year concerning the property getting sewer. Now, the southeast corner is the sewer [inaudible], Mike?

Mike Pollocoff:

Well, the southeast corner has sanitary sewer on Green Bay Road. It was a very deep sewer. So as we put that sewer in we extended that across the frontage of what's his Lot 1. There was not sanitary sewer extended across the frontage in order to get access. They would have access to the sanitary sewer that was there they would have had to run a lateral out of their house, and there was not a main to tie into, there was just a manhole.

Steve Kumorkiewicz:

So now they can do it.

Mike Pollocoff:

Yeah, now they can.

Steve Kumorkiewicz:

Thank you.

John Steinbrink:

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

**KECKLER MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND CONSIDER A CERTIFIED SURVEY MAP TO SUBDIVIDE THE PROPERTY LOCATED AT 6724 SPRINGBROOK ROAD INTO TWO PARCELS, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Village Board Meeting  
July 20, 2015

**F. Consider Resolution #15-23 certifying the creation, review and adoption of the Compliance Maintenance Annual Reports for the Wastewater Facilities in the Village.**

John Steinbrink, Jr.:

Mr. President and members of the Board, it's the time of year for us to go over the exciting compliance maintenance annual report for the sanitary district. You can see my report. It's required by the DNR. Its eight pages of questions about the financial position of the sewer utility and a lot of the operations on there. And so we went through, and we worked with the Finance Department to complete the survey. And we actually ended up with the highest score possible so we were very excited about that. I'm not going to go through all the questions in detail. It was included in your packet. But I can answer any questions you may have on it upon review.

John Steinbrink:

No, questions.

John Steinbrink, Jr.:

Alright, thank you.

John Steinbrink:

Thank you.

Michael Serpe:

Move approval of Resolution 15-23.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris for adoption of Resolution 15-23. Any further discussion on the item?

**SERPE MOVED TO ADOPT RESOLUTION #15-23 CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE COMPLIANCE MAINTENANCE ANNUAL REPORTS FOR THE WASTEWATER FACILITIES IN THE VILLAGE; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

Village Board Meeting  
July 20, 2015

**G. Consider a Relocation Order for the Sheridan Road (STH32) Water Main Project.**

Matt Fineour:

Mr. President and members of the Board, this is a relocation order in order to acquire permanent and temporary easements for the Sheridan Road water main project. There are six properties that we will be acquiring easements from as outlined in red on the map. The easements will be parallel to the water main so they're not including the entire parcel. We just outlined the entire parcel there for easy viewing. The water main itself is a water main that extends from the Sheridan Road booster station and goes north along Sheridan Road to 91st Street up 7th Street to 80th Avenue up in this location.

The water main will be a distribution main so it will transfer all the properties that are currently on the transmission main that feeds from the City of Kenosha to the reservoir here on Sheridan Road. We're switching that over so that's a true transmission main. And what I mean by that is that it's only going to take water from the City of Kenosha to our reservoir. There won't be any other connections for single family resident houses on that main. This project is planned to be constructed next year. With that we recommend approval of the relocation order to move forward with the acquisition, and upon approval we'll be submitting the property documents to the County.

Steve Kumorkiewicz:

Move to approve.

Michael Serpe:

I'll second with a question. What kind of easement do we have when we put the original water main in there?

Mike Pollocoff:

There's two water mains that are on Sheridan Road right now. They're two 24 inch mains. And they're on the other side of Sheridan Road.

Michael Serpe:

On the west side.

Mike Pollocoff:

So we had anticipated at some point -- they were doing dual purpose as a distribution main and has a transmission main. So in looking at the Village's master plan for how we're going to convey water as we grow in the future we want those two transmission mains subject to the least about of interruption possible. When you have a water service connected to the main that corporation stop can be disconnected or come loose. And at that point what we're doing is we're digging up a 24

Village Board Meeting  
July 20, 2015

inch main and we're repairing it. And we rely those mains to fill the booster station on Sheridan Road which in turn fills the entire system.

So as our system begins to grow in the sense that we're getting more customers as time goes on, we want to reduce the risk that we're going to have some interrupt on the two 24s that bring water to our primary pump station. I think this is just from an engineering standpoint a prudent concept to get the separation done. It's an improvement that we funded as part of Tax Increment Number 2 in order to get this done. Not all the houses are connected to it, but the houses that are connected get it on there. Plus it serves another function of getting that area of Pleasant Prairie which is Carol Beach from Unit W all the way down to Unit A, I think it's A and the unit south on 102nd, bringing all those into the pressure zone for the water tank rather than the Kenosha pressure zone.

So as we go in the future and we look at rate change modifications we feel it insulates the Village from having to pay public fire protection fees from the City of Kenosha in protecting that area. So it accomplishes a lot of things. And it's just one of those things that right now it provides a benefit to us, but over the next 100 years it's really going to provide a benefit to us because those two water mains are designed to eventually bring us, the two 24s, 21 million gallons a day. And we can't afford to have that interrupted. So they should only bring water to the tank, and then the tank will send it out into the distribution system. In this case it will send some of it back north.

Steve Kumorkiewicz:

I've got a question, Mike. How are you going to send the water north over there [inaudible]?

Mike Pollocoff:

That's the project that Matt's talking about. We're getting easements because we're going to build this alongside Sheridan Road. And we're going to extend a 16 inch water main from the booster station, and it's going to go north along Sheridan.

Steve Kumorkiewicz:

East side?

Mike Pollocoff:

It's going to be on the west side. And then it will veer over to the west side at 92nd, is that right, Matt? Yeah, 92nd. Then it will go up 11th and it will tie into 7th Avenue, and then it will connect into the existing water main on Unit W at 90th. So at that point we will have connected all the people who currently get water that are coming out of the Kenosha pressure zone now will be coming out of the Pleasant Prairie pressure zone.

Steve Kumorkiewicz:

Kenosha is included in that, too, or not?

Village Board Meeting  
July 20, 2015

Mike Pollocoff:

No, just the ones you see on this area. Kenosha is currently in Pleasant Prairie --

Steve Kumorkiewicz:

That's the one I was talking about, yes. And in Carol Beach every area is going to be right in our [inaudible].

Mike Pollocoff:

And it's not a parochial thing where we want you to have Pleasant Prairie water instead of Kenosha because it's all Kenosha water. But for the financial well being of the utility we want to be able to have that within our system so we're not paying extra fees to Kenosha. But more importantly it's to make sure that over the long run we're not doing this whack-a-mole game where we're trying to connect to the City of Kenosha in a lot of different ways where we have pressure issues. By doing this for the next 100 years we're going to be able to bring that water out 165 the way it was designed and service the community and have an uninterrupted source of water that's from the City limits down to where our major booster is.

If you look at these things, this water system, the master plan that we're working under now was started in 1988. When that plan was finished we started putting things in the ground -- we were actually putting things in the ground before 1988 in reliance on that plan. So as time has gone on there has been some changes, tweaks, and we're getting this thing done so the system is going to work well so we're not having to go back to the City and ask for more water, we want water in different places. It really takes care of the Village.

So when we look at bringing economic development here or people come here we can address with certainty what we can provide over time, where it's going to come from and at what volumes and at what pressure. And really for providing municipal water and creating economic development those people want certainty and so do we. We want to know how much water we have and where it's coming and what pressure we can maintain. And right now public works does an excellent job of managing the pressures in this system. And this will just enable us to do that even more, and it will be to everybody's economic benefit.

John Steinbrink:

I missed that, Mike. Was that a guacamole or a whack-a-mole system?

Mike Pollocoff:

If you're in the southern regions its guacamole. In Wisconsin it's whack-a-mole.

Dave Klimisch:

So we've already talked with those six property holders about easements?



Village Board Meeting  
July 20, 2015

Mike Pollocoff:

We've talked to them to the extent that we've been on their properties doing surveys. Once we get this done -- the relocation order is our notice to the property owners and to the Kenosha County that we're beginning this process. And it puts everybody on notice that we're looking to acquire easements. So that if the property owner was to sell the property or change hands the next person would know that this is coming. It wouldn't be a surprise. We're really not relocating those people, but it's identified as a relocation order. They're going to stay there, and it's just going to be a strip of land along their property where the main will go.

Dave Klimisch:

This will be next year. What will the construction look like to people driving by? How bad will the road be impacted?

Mike Pollocoff:

The road won't be impacted at all.

Matt Fineour:

The reason for some of these easements is so there's no impact to the road. It's a State highway there so if we're impacting the road it requires slurry backfill. The project gets expensive. So this sanitary sewer is going to be on the west side outside the road limits. Now, that being said I will say that there are portions of the project that are within the road. Like 91st Street up there by the Keno Theater that water main will be in the road, there will be road impacts in that section. So the water main itself it's not a reconstruction of the road per se, but you will see an impact like I said mostly on 91st Street and around that area up on the north section of the project.

Mike Pollocoff:

That will be short term. That won't be the entire project. It's just when they're putting that main across that week or so it will be impacted.

Dave Klimisch:

It's a fabulous idea, and I move approval of 15-24.

John Steinbrink:

We've got a motion and a second already. Any further discussion?

**KUMORKIEWICZ MOVED TO ADOPT A RELOCATION ORDER FOR THE SHERIDAN ROAD (STH32) WATER MAIN PROJECT; SECONDED BY SERPE; MOTION CARRIED 5-0.**

Village Board Meeting  
July 20, 2015

**H. Consider Preliminary Resolution #15-24 declaring intent to exercise special assessment police powers in connection with the construction of a 16-inch water distribution main along Sheridan Road from 90th Street south to 104th Street and on 91st Street east of Sheridan Road along 7th Avenue and ending at 90th Street.**

Mike Pollocoff:

This project, as I indicated earlier, it's a Tax Increment District project. It's being done on behalf of the tax district that's serving LakeView Corporate Park. And it's an infrastructure improvements that's off site from where the corporate park is, but it's needed to convey water out there. So as such the district is paying for it in the first instance. But there have been people who have connected to the 24 inch mains already, and they've paid an assessment on that. Which is the equivalent -- what we've charged people is how much it costs to connect to an eight inch main, not for a 24 inch or for this one.

For anybody that has not connected yet they would have to pay an eight inch main, this one is 16 inches, they'd have to pay for the cost of an eight inch main if they, in fact, use it. We're not requiring anybody to connect with this. But the assessment is being placed in there. So at some point in the future as this land is subdivided or used and they want to make active use of this water main for development purposes or what have you, at that point they would need to pay their fair share which is that eight inch cost. And that, in turn, would reduce debt in the Tax Increment District for that oversizing that we've provided at this time. So with that this preliminary resolution puts everybody on notice that we're going to do this, and we'll be setting a hearing date when this project takes place which would be no sooner than ten days, but probably 30 days at the soonest.

Matt Fineour:

We'll be looking at the final resolution a little bit down the road.

Michael Serpe:

And the amount they would be paying at the time would be calculated at the rate at the time they want to connect, not today's rate?

Mike Pollocoff:

No, it would be at today's rate. Because if we charged them at that time we know what it will cost us to put the main in. We can't charge them at a future rate. We can only charge them at what the real cost is.

Kris Keckler:

Move to accept Resolution 15-24.

Village Board Meeting  
July 20, 2015

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for adoption of preliminary Resolution 15-24. Any further discussion on this item?

**KECKLER MOVED TO ADOPT PRELIMINARY RESOLUTION #15-24 DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF A 16-INCH WATER DISTRIBUTION MAIN ALONG SHERIDAN ROAD FROM 90TH STREET SOUTH TO 104TH STREET AND ON 91ST STREET EAST OF SHERIDAN ROAD ALONG 7TH AVENUE AND ENDING AT 90TH STREET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**I. Consider Ordinance #15-25 to amend Chapter 180 of the Municipal Code relating to outdoor burning.**

Mike Pollocoff:

Mr. President, one of the issues we've been looking at for quite a while is from a lot of different angles is the issue of open burning in the Village. And what we're looking to control is a number of things. In the first instance its open burning of leaves and green yard waste within the Village. The Police Department and the Fire Department receive numerous complaints concerning smoke going into the windows or on properties where people have compromised respiratory issues. It gotten to be a nuisance. And it used to be probably back in 1993 we didn't ban burning but we said we'll start a service and we'll come and pick up your leaves with the leaf vac so you won't have to burn them. And at that point we probably cut down our leaf burning by 80 percent because it was faster to rake your leaves to the ditch line or to the curb and have us come suck them and they were gone. And that continues to be the practice.

When we went through the fiscal budget for 2015 we knew this was out there, so the solid waste utility budgeted to secure another leaf vac, a large one, so we can put four leaf vacs out to cover the Village. And we'll be doing that in earnest this fall. And our goal is to be able to deal with any pickups that we need to make for leaves. It's a tricky business in the sense that it's unpredictable. The leaves don't always come down the same time of the year. So you can't say we'll come and pick up your leaves on the third Monday in October because they might not be down. So we need some flexibility to juggle it. But by and large it's been a successful program.

So we're looking to -- plus we're in a nonattainment area for the EPA. We know that a large part of that is because of pollution that comes up from Chicago and Gary, Indiana. But nonetheless we're in a nonattainment area. We do know that there's increased levels of lung cancer in Kenosha County as a whole versus a lot of areas. And it's either the pollution coming up from the south - we have a power plant here, we have a lot of traffic. Adding leaf burning onto the tonnage of particulate matter that goes into the air really is making less and less sense, and the residents are

Village Board Meeting  
July 20, 2015

telling us that. So if we can eliminate that, that would we think from a public health standpoint that resolves a lot of problems.

But the other problems we've had is in Pleasant Prairie it's a really diverse community in the nature and shape and size of parcels that are here. We have people that live in subdivisions, we have people that live on farmettes, we have people that live in one acre lots where they have a shed, a barn, they might be doing all sorts of things. There's a lot of uses that people would like to use open burning for that we feel are permissible from an air quality standpoint and from a nuisance standpoint and from a risk from the Fire Department standpoint. So this ordinance is looking to further define what we're calling the burning of dry branches.

Recreational fires right now the ordinance wasn't completely clear as to what would constitute a recreational fire. We don't want to be sending a fire truck out to somebody who has one of those little pit burners from Menards and they've got some logs on it, and their neighbor calls in a fire complaint for that. So what this ordinance does is more fully define that, and it defines the burning of cooking fires. If you have a patio fireplace or you have a grill we want to make sure we don't have people cooking with grills on balconies and multifamily buildings, but we want to make sure if somebody has a single family dwelling we can inform as to what the setback is away from the building. If you have vinyl siding you don't want to have -- of course, you don't want that close to your house. So the Chief has developed some rules that will make that happen in a more controlled way.

We do have needs for burning such as prairie fires. We work -- I know I aggravate the DNR representative on an annual basis here because they like to burn a lot. From my standpoint that's fine and we want burns where we can control how they happen. But we want them to take the green bushes out. We don't want them to just leave trees smoldering for days. We want the prairie to be dry and have a hot, fast burn and then be done with it. So they've started doing that over time. And those are things that we need to be able to do. So it seems to run contrary to having other types of burning limited. But a well managed, controlled prairie burn ensures that we're not having a burn where you're getting into green areas or we are going to generate a lot of smoke when you're burning wet materials.

So this ordinance also addresses that we can do those things. And every now and then there's a bonfire. Tremper High School in years past has wanted to have a bonfire for homecoming. We can structure a permit for how that's going to work. I've asked Chief McElmury to take a look at the statistics for how many nuisance fires are we dealing with and then really describe what happens when we get called to a nuisance fire when that arises. Chief?

Chief McElmury:

Thank you. The vast majority of our burning complaints actually have very little to do with burning. It's generally neighbor trouble. One neighbor is upset because they didn't get invited to the 4th of July picnic or whatever at the neighbor's house. And more often than not when we get there it is relatively minor. In some cases, though, there have been situations where it's been very legitimate. We had one earlier this year actually on Easter where we had a large fire going down on State Line Road, the second time we've had that.

Village Board Meeting  
July 20, 2015

With the way our ordinance is set up we can go ahead and we do bill those people for the assets and the personnel we use to extinguish those fires. Matter of fact I just talked to that individual last week, and he was somewhat of an absentee landlord and hadn't really addressed the buildup of combustibles and everything and secured his lot. I'm confident he'll do that now after receiving the bill.

For instance, this year to date we've had nine what we would refer to as unauthorized burns. When we get there they didn't have a burn permit or did not meet the requirements of the burn ordinance. Last year we had a total of 18 of those. We also had some incidents both this year and last year, for instance, that started as something simple and got away from the people. We had some incidents where they had leaves piled up and somebody came by with a cigarette, or they started a minor leaf burning pile and as a result it got away from them because it was too windy. One individual tried burning a little bit of grass on his lot in Carol Beach and ended up getting trapped on his lot. We ended up having to call an engine and use a deluge gun to actually put it out to keep the individual from getting hurt.

So there's been some situation where people have gotten themselves into trouble. So the ordinance really does address the small recreational fires versus the small fires that can be easily controlled that would require a permit versus the recreational fires where we're actually make it less stringent and you wouldn't even need a permit because, frankly, we don't have problems with those. As Mike mentioned the small little Menards burn permits also very common. People are doing a lot of like paver brick patios in their backyard, and they create a little round fire pit or square fire pit lined with noncombustible materials, possibly even a steel liner in there. We don't have problems with those. We don't go to those on a routine basis as long as they're used properly. We've occasionally gotten something where people get a little out of control where it's not in a burn pit, and we do go after those people.

Mike Pollocoff:

One thing I want to emphasize our goal in this process is not to collect as much money as we can for violation of the permits. It's a futile effort, and we don't really need money that way. What we want to do is make the people safe and their neighbors safe on how this is conducted and deliver a service. In one case it's the vacuuming of leaves to the best level we can. And secondly having people be able to do recreational fires in a way that's safe. With the adoption of this ordinance we'll be sending out through the newsletter to every Village resident information on how to build a recreational facility, what you need to do to be safe, and then how to deal with leaves.

Right now we try to keep days where we pick up leaves, and we're still going to try and do that. But we're also going to set up a process where if somebody's got leaves and they couldn't get to them or something happened, they can give public works a call and get on a list for pickup to be made rather than waiting for the next one. So our goal is by the time we are putting plows on the trucks and we're getting ready for snow that we as much as possible have got all the leaves picked up. That in conjunction with what we're doing at the Prange Center at the compost drop off. There are a lot of people that want to bring them to compost and drop them off. That's fine, too. We're going to continue to offer that.

Village Board Meeting  
July 20, 2015

We want to make this process as easy as possible, and we're not looking to fine everybody for just the purpose of fining them. We're going to educate the public as much as we can on this. And we'll be prudent in how we administer that if they violate it initially until we get everybody on the same page to know that they need to plan to get their leaves vacced up or call us if they've got a lot of leaves that they can't keep up with. The only properties that are going to be exempt from this is agricultural. We're statutorily prohibited from really doing that. I don't know a lot of farmers that are burning stuff anyway unless some farmers are drying corn with burning wood or what have you. But we've looked at this for a year. We've received a lot of input from open Village Hall. And after looking at all the comments and trying to come up with a way to manage it we think this is going to provide the most service with not additional money as possible to get this all done.

Michael Serpe:

The timing of this ordinance is perfect. If any of us who have been here for a number of years remember what it was like when the leaf burning in the fall it was unbelievable. Now with the vacuum process that we have the air quality that we have to address I think the timing of this is right. And I have a neighbor that does burn green grass, and it's not very pleasant, not very pleasant to smell that all night long, the smoldering green grass. It's terrible. To keep neighbors from feuding, nobody says anything but we certainly don't like it. So I totally support this. Again, it's very timely and good.

John Steinbrink:

So is that a motion?

Michael Serpe:

I'll make a motion to approve Ordinance 15-25.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Did you have a comment?

Steve Kumorkiewicz:

Yeah, I've got a comment, too. In my property I've got three collections of leaves [inaudible] makes it to the last one. I've got a maple tree. A maple tree you've got to shake it to get the leaves down because the leaves stay on the tree. It's the last one for the leaves. I miss it and I have to call to come and get my leaves. So that's one thing that we have to wait for the [inaudible] pick up.

Village Board Meeting  
July 20, 2015

Kris Keckler:

Just a couple of questions. You had mentioned the significant decrease when you started the leaf collection pickup. Has there been any trending for the number of burn permits and applications by residents over the last couple of years? Or has that stayed pretty steady?

Mike Pollocoff:

You don't need a permit to burn leaves.

Kris Keckler:

No, I mean just the burning permits, residential ones.

Chief McElmury:

The burn permits have stayed quite steady over the years.

Kris Keckler:

Okay, and just generally the conditions that you approve or determine what are burn-permissible days has that changed at all?

Chief McElmury:

It literally goes year by year. The very dry years or the years where we had ozone action days or very windy falls and so on then we've had to shut down burning. There's been times we've shut down burning for over a month. Last year wasn't too bad. But the year before we try to get on board from a County Fire Chief's organization we try to really stay consistent throughout the County. So it's either you can burn or you can't burn in the County so it's less confusing and it's easier to get the word out, it's either on or off. So as a result it truly goes year by year with weather conditions.

Kris Keckler:

Thank you.

John Steinbrink:

We had a motion and a second. Any other discussion?

Dave Klimisch:

I've got a question. I'm not sure if this is you or a police issue. How many complaints do we get from neighbors about smoke when there's smoldering grass and leaves? Does that come into our offices?

Village Board Meeting  
July 20, 2015

Chief McElmury:

I do have some. Actually pretty limited as far as what we would consider to be an authorized burn. We did three last year and one so far this year. Usually you don't get into leaf burning until the fall. There's a little bit in the spring. But as I mentioned nine this year and 18 for what we would consider to be an unauthorized burn. Leaf burning as it is in the ordinance since it wasn't permitted per se, you didn't require a permit to do it as long as you met the basic requirements laid out for burning in the ordinance, it wasn't too dry, it wasn't too windy, that was alright to do. So we really have had very few situations that we've tracked, that we've been able to track as far as specific complaints on leaf burning.

Dave Klimisch:

I support this as well.

John Steinbrink:

We have a motion and a second.

**SERPE MOVED TO ADOPT ORDINANCE #15-25 TO AMEND CHAPTER 180 OF THE MUNICIPAL CODE RELATING TO OUTDOOR BURNING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**J. Consider Ordinance #15-26 to amend Chapter 250 of the Municipal Code relating to outdoor burning.**

Chief McElmury:

With Ordinance 15-26 - both the Police Department and the Fire and Rescue Department have got an open burning ordinance. And one of the things we wanted to do was basically bring it all under one ordinance so that there was no inconsistencies between the different ordinances. So the simplest way to do that was to literally reference Chapter 180-13, open burning ordinance, in the Fire and Rescue codes as the Chapter 250 burning ordinance. That way in the future we don't have to try to update multiple ordinances to maintain consistency. So we simply reference the 180-13 and got rid of all the other verbiage in there. And Chief Smetana and I kind of worked together. We talked, and we both agreed that was the simplest way to accomplish that now and in the future. Any other questions?

John Steinbrink:

Do we have a motion?

Dave Klimisch:

So moved.



Village Board Meeting  
July 20, 2015

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Dave, second by Steve. Further discussion on this item?

**KLIMISCH MOVED TO ADOPT ORDINANCE #15-26 TO AMEND CHAPTER 250 OF THE MUNICIPAL CODE RELATING TO OUTDOOR BURNING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**K. Consider Resolution #15-25 to dispose of a surplus vehicle.**

Chief McElmury:

Mr. President and members of the Board I don't know if I can compete with public works on the vehicles as far as age. However, the miles I think we're pretty close. We purchased the 2000 Jeep in 2001. And I must say it was a far better vehicle in 2001 than the 1993 squad car it replaced that you could also use as a mosquito fogger due to the amount of oil that it burned. But it has served us well for 14 years now. We have since replaced it with a new vehicle. So we're looking to auction off this Jeep.

Mike Pollocoff:

Am I led to believe that even Public Works wouldn't take it?

Kris Keckler:

Move to approve disposal.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any discussion on the disposal of this vehicle?

**KECKLER MOVED TO ADOPT RESOLUTION #15-25 TO DISPOSE OF A SURPLUS VEHICLE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Village Board Meeting  
July 20, 2015

**L. Consider an award of contract for utility billing printing and mailing services.**

Kathy Goessl:

Mr. President and Village Board, at the beginning of June an RFP was sent out to a number of companies to print and mail our utility bills. The Finance Department is currently in the process of implementing a new utility billing software with our anticipated go live date of October, 2015. As part of this process we evaluated the printing, and the new software does not accommodate post card bills. Therefore, we evaluated doing printing in house or printing out, contracting out. And when we did the comparison based on our staffing we compared a self-mailer in house to contracting out with a bill inserted into an envelope.

The pricing was a little bit more for the self-mailer done in house than the bills being contracted out. Therefore, we decided to do an RFP. We thought the residents would prefer an envelope over a self-mailer. So the RFP was sent out and received in on July 1st, and we received six bids. We evaluated them based on base cost, additional cost, vendor questions and reference questionnaires. On the overhead is the six bidders ranked in the order of point value. And one of the things besides cost we were also looking at where they were printing our bills from and how long it takes to process the bills.

Our number one vendor then I'm recommending is InfoSend. They received the highest level of points, and also their cost is one of the lowest. BMS also was actually the lowest cost, but InfoSend was just a little bit more than them. And we liked their location, printing just down south of us in Illinois. And their processing days are within 24 hours of us sending them a file they'll have the bills to the post office. So I'm asking for approval to put together a contract with InfoSend. And the contract would be for three years with renewals of two one year contracts after that.

Michael Serpe:

Kathy, how are we doing on paperless?

Kathy Goessl:

Right now the only way people can receive a paperless bill is through PSN. And some people don't receive their post cards but it's very limited right now. There's a lot of people that pay by automatic draft, probably close to 2,000 out of our 6,000 and some customers. Half of them are with us internally and half of them are with PSN. We are going to do more of a push as we get a new software because it will be hopefully more convenience to receive an email billing than it is signing up with PSN. Actually the email billing would be coming through us with our new software instead of being with PSN.

Michael Serpe:

Are we still going to push that a little bit in the newsletter?

Village Board Meeting  
July 20, 2015

Kathy Goessl:

Yeah, after we get implemented and stuff we want to keep the people that are currently on automatic draft for their bills because that really saves us time in terms of not having to process them. We just bring in an electronic file in monthly and it dumps it. But, yeah, we want to push both paperless billing or email billing and people being on the draft. We do need a processor when people pay online, and we're evaluating different processors, and I'll bring that to the Board in the next month or so. We need someone to interface with us to get the people that pay online through our own software to interface with the bank.

Michael Serpe:

Is it possible, I might be asking the wrong question here, to incorporate into a billing that we have to mail out could we add that cost onto that billing as opposed if you went paperless you'd get that much of a credit?

Mike Pollocoff:

I don't think the PSC would let us. Within the charge we have allocated it included cost for billing. So I'm not sure if we could discount that off if they took the email versus the paper. We could try it and see how they respond to it if somebody could save on that or save the cost of postage. But they would have to set the rate for that.

Kathy Goessl:

We are going to the Public Service Commission in the near future for adjusting our rates due to the addition of Niagara as our customer. And we're also looking at evaluating at approximately the same time our sewer rates and stuff with Niagara being on our billing system. So we can evaluate at that point. In the past we've given out free RecPlex passes and that kind of incentive to people. But we can look at incentivizing them to take email billing and also to pay automatic. We have a whole chunk of people that are paying automatic but they're paying through their bank like Chase Bank and other banks. Two of our processors do give us electronic files for those cases, but our biggest doesn't. They pay online and the bank sends us a check and then we have to process through. They think they're paying electronically but actually we get a check.

Dave Klimisch:

So what we're mailing the customers is there a return envelope inside the envelope?

Kathy Goessl:

We can add that if we want, but at this point I'm not looking at adding it to their bill.

Dave Klimisch:

It's just the statement that's going out.

Village Board Meeting  
July 20, 2015

Kathy Goessl:

Just the statement that's going out. The RFP also had them quote out inserts, how many inserts they could do and how much it would cost for inserts. In the final evaluation I kind of pulled some of those costs out with our newsletter. There's probably very seldom that we'll send an insert in with our billings, but I wanted the cost just in case we decided to put it in with our billings. But for now it's just the bill going in there. We didn't think we needed to encourage people to mail because we have the alternative of putting it on the tax roll.

Dave Klimisch:

I didn't think we needed one.

Kathy Goessl:

No, we don't have it in there.

Dave Klimisch:

And how has the postage changed? Instead of using the post card now we're using envelopes.

Kathy Goessl:

The total overall cost of switching to this method is actually \$14,000 a year which is spread over all sewer, water utility, garbage and clean water utility. So we just spread that out. It's not much of a difference. It's like 30 some cents versus 39 cents, like around that for postage. And to include the envelope now and that kind of stuff and the processing.

Michael Serpe:

I'd move award of contract to InfoSend.

Kris Keckler:

Second.

John Steinbrink:

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

**SERPE MOVED TO AN AWARD A CONTRACT TO INFOSEND TO PROVIDE UTILITY BILLING PRINTING AND MAILING SERVICES AS PRESENTED; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

Village Board Meeting  
July 20, 2015

**M. Consider Resolution #15-26 approving an amendment to the 2015 budget.**

Kathy Goessl:

This resolution is to amend the 2015 budget. At certain times it's necessary to make adjustments to the budget. We have seen this in the past whereas the Fire Department does sprinkler reviews, and they also have sales of Knox boxes which exceed their budget. But it's very hard for them to budget for that because it's all based on the development that does come in. So this budget amendment is to increase their revenues and to increase their expenses. So they're bringing in more revenue in for Knox boxes and reviews, therefore we're increasing their expenses to match what they're expending on those.

We're looking at modifying this in the future to not run it through a revenue and expense but to run it through more of a clearing type balance sheet account in the future. Also, I will be bringing in the near future to the Board a policy to change our budget amendments that have to go to the Board. The only one we'd consider going to the Board is actually amendments that are going to affect and take all the reserves. Last year we did the one where we purchased additional salt, and we asked to take the money out of the reserves.

Most of the budget amendments we see are within department. To balance their budget they're going over on one expense, we ask them to do a budget amendment to say where in your own budget are you going to find money to cover that overage. And they'll do a budget amendment to move between expenses mainly. For some departments they have revenue. Like this budget amendment here they're increasing their revenue -- their expenses are going up so they're increasing their revenue also to offset that. And those budget amendments I would recommend just being approved by Mike and myself. And the only ones to bring to you is actually taking it from the reserves to be able to balance our budget again.

Mike Pollocoff:

This is one of those it's really a good news budget amendment in the sense that the reason that they're spending more money on development reviews is because there's more development and we charge those developers for the sprinkler reviews. So we're making more money because we're having to do more work. There is a revenue offset for this type of work.

Kris Keckler:

Move to approve budget amendments.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Village Board Meeting  
July 20, 2015

**KECKLER MOVED TO ADOPT RESOLUTION #15-26 APPROVING AN AMENDMENT TO THE 2015 BUDGET; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**N. Consider disallowing a claim filed by Kellie Tavalacci for damage to a vehicle.**

Mike Pollocoff:

Mr. President, we received a notice of claim from Kellie Tavalacci for damage done to her car. She indicated that she had hit a manhole that was not seated properly. We turned it over to the insurance department who investigated the complaint and determined that the Village had done regular maintenance on the manholes in that sanitary sewer line and that we were not negligent. They're recommending that at this time the Village Board deny the claim. This still provides the individual with the opportunity to initiate a court claim if she wishes for the damages against our insurance company. I'd recommend that the claim be disallowed.

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Mike, second by Dave for disallowance of the claim. Any further discussion on the item?

**SERPE MOVED TO CONCUR WITH THE RECOMMENDATION OF THE VILLAGE'S INSURANCE COMPANY AND DISALLOW A CLAIM FILED BY KELLIE TAVOLACCI FOR DAMAGE TO A VEHICLE; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

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

Mike Pollocoff:

Mr. President, this is the time of year when we make these appointments. The composition of the Community Development Authority is specified by statute wherein there should be the Chief Executive Officer for the municipality and an elected legislative person, in this case John Steinbrink and Mike Serpe. The other positions they recommend is a person from the banking community, a person from the real estate community, someone from construction and then a labor individual. And those individuals do, in fact, make up our Authority.

Those people that are part of the Authority that are elected to office are only slated to have a one year term. So in this case the term for John Steinbrink and Mike Serpe would serve through

Village Board Meeting  
July 20, 2015

August 5, 2016. Both individuals have done a really good job on that Commission. I'd recommend their reappointment.

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Any discussion?

**KUMORKIEWICZ MOVED TO REAPPOINT JOHN STEINBRINK AND MIKE SERPE TO THE COMMUNITY DEVELOPMENT AUTHORITY FOR ONE YEAR TERMS TO AUGUST 5, 2016; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

John Steinbrink:

Just a side note. As Mike explained we do have a diverse group of people with the realtor and the business people, the banker. They do a very good job. It gives us a lot of input when we make our decisions and talk about different items out there. So I'm very pleased with the makeup of that Commission. We're very fortunate to have those community people volunteering for that. Well, they actually get paid, but not enough to raise their income tax bracket.

## **8. VILLAGE BOARD COMMENTS**

Kris Keckler:

I'd like to praise the community for raising the necessary funds, both the residents and the local businesses and community for the dream playground and the *Kenosha News* for all the coverage they've had for it. I know they're about a month and a half away from starting the construction. And that will obviously service a bunch of well deserving students throughout the community.

Mike Pollocoff:

We have some employees who are going to be on the work crews, directing work crews for that project. I think they'll get it done quickly.

## **9. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KLIMISCH; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:35 P.M.**

Consider **Ord. #15-30** for the following **Comprehensive Map Amendments** for the request of Bill Morris, agent for the owner, AMB Durrani Bawani, related to the proposed development of an office building on the property generally located north of STH 50 and west of 91<sup>st</sup> Avenue: 1) to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property 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 July 27, 2015, the Plan Commission held a public hearing, approved Plan Commission Resolution #15-14 and recommended that the Village Board approve the **Comprehensive Plan Amendments (Ord. #15-30)** as presented.



## VILLAGE STAFF REPORT OF AUGUST 3, 2015

Consider **Ord. #15-30** for the following **Comprehensive Map Amendments** for the request of Bill Morris, agent for the owner, AMB Durrani Bawani, related to the proposed development of an office building on the property generally located north of STH 50 and west of 91<sup>st</sup> Avenue: 1) to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property 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.

*On July 20, 2015 the Village Board rezoned the property generally located north of STH 50 and west of 91<sup>st</sup> Avenue 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 for the proposed development of an office building for Dr. Durrani. That zoning approval was contingent upon the Villages approval of the proposed amendments to the Village Comprehensive Plan.*

*The following amendments to the Village Comprehensive Plan are proposed to ensure that the land use plan and the zoning map are consistent:*

1. to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property 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.

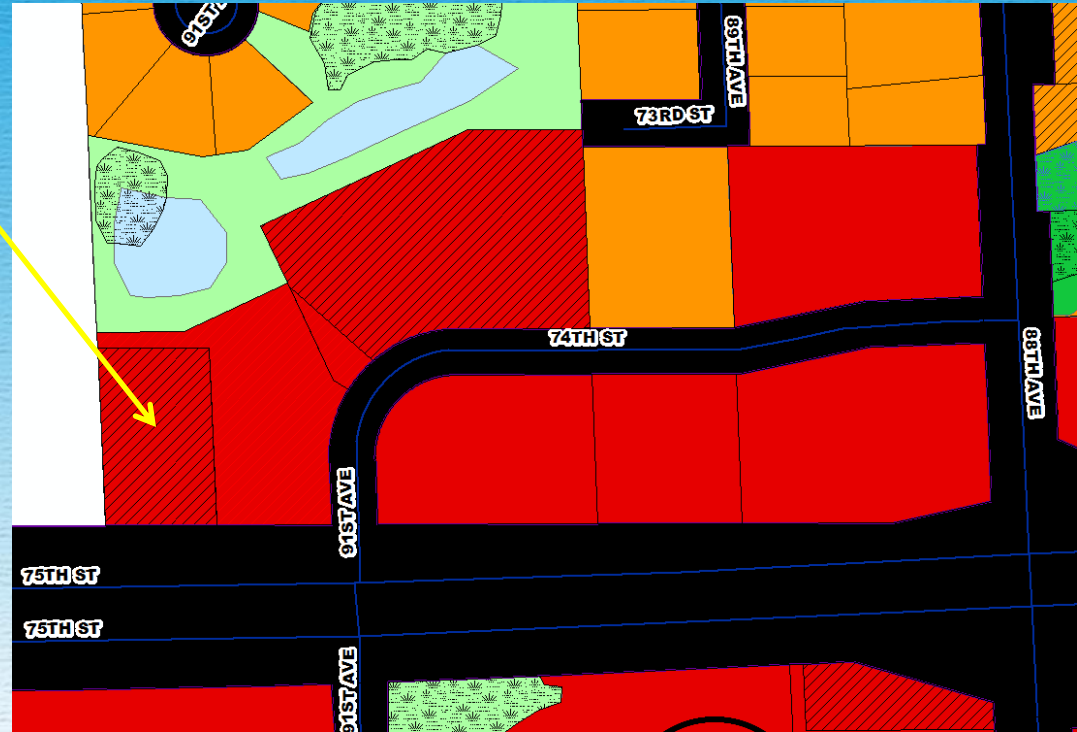
On July 27, 2015, the Plan Commission held a public hearing, approved Plan Commission Resolution #15-14 and recommended that the Village Board approve the **Comprehensive Plan Amendments (Ord. #15-30)** as presented.



# Comprehensive Plan Amendment



- to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property
- to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the change to the 2035 Land Use Plan Map 9.9.



**ORD. # 15-30**  
**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 91-4-122-054-0270 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 3<sup>rd</sup> day of August, 2015.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

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

Ord #15-30 Durrani LU Amend



## MEMORADUM

Office of the Village Engineer  
**Matthew J. Fineour, P.E.**

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

CC: John Steinbrink Jr., Director of Public Works

SUBJ: 73-1 Compost Site  
Professional Design Services

DATE: July 27, 2015

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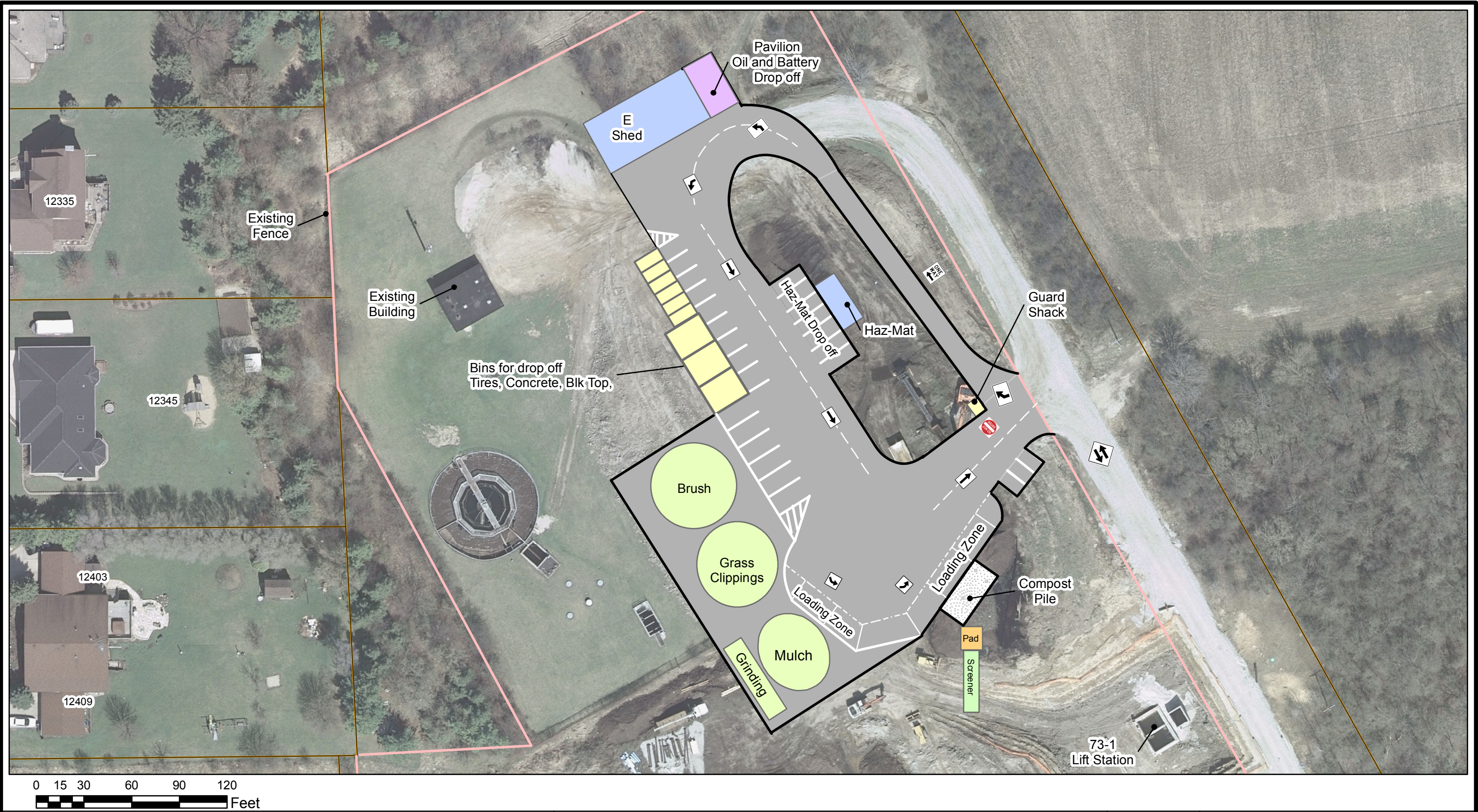
### **Background:**

The Department of Public Works is proposing to expand and improve the 73-1 Compost Site. The improvements will allow the transfer of compost operations from the Prange facility to the 73-1 site to improve operational efficiency. The transfer will also provide needed space at the Prange facility for Department of Public Works equipment storage. The general layout of the planned 73-1 compost site is shown on the attached site exhibit.

A professional design service agreement has been obtained from Clark-Dietz, Inc. to perform field topographic and wetland survey(s), develop a grading and erosion control plan, and develop a storm water improvement plan for the compost site. The compost site is planned to be constructed in part by Village forces and in part by the 2015 and 2016 paving programs.

### **Recommendation:**

It is recommended that the Village Board approve the Professional Design Service Agreement with Clark-Dietz for \$22,195.00.



**Village of Pleasant Prairie**  
**Department of Public Works**

Inside Site: 49,100 sq. ft.  
 Road from Russel Road: 78,200 sq. ft.  
**Total: 127,300 sq. ft.**



Sheet No.  
**01**

**73-1 Compost Site Layout**

Drawn By: Justin Bain/Dan Harris

Checked by:

Date: 6/23/2015

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

**73-1 Compost Site**

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**

**Agreed to by Clark Dietz**

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

Name: **John P. Steinbrink** \_\_\_\_\_

Title: **Vice - President** \_\_\_\_\_

Title: **Village President** \_\_\_\_\_

Date: **July 24, 2015** \_\_\_\_\_

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

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

**A. Project Description**

The Client is retaining Clark Dietz to provide design, bidding related services and assistance during construction when questions arise for the construction of a new compost facility located just off of Russell Road on Village Owned property known as site 73-1. This facility will relocate the existing facility currently locate adjacent to the Public Works building at 8600 Green Bay Road.

**B. Scope**

Clark Dietz will perform the Work as described below:

- A) Perform surface field survey and field investigation (Base Design Survey) for the preparation of plan and specifications. The Survey limits were provided in a Survey Exhibit provided by Village. The total survey is for 13 Acers.
- B) Develop a Site Plan/ Grading Plan, Typical Section, Pond Detail, Erosion Control Plan, P&P sheet for Storm Sewer and some Cross Sections of just the Compost Site.
- C) Provide wetland delineations as needed for design preparation including delineation of the northerly wetland near 122<sup>nd</sup> Street. The proposed will avoid wetland impacts. All changes to the site configuration will be coordinated with the Village.
- D) Work in close coordination with the Village Engineering Department for design status and design review / concurrence. We will include a project kick-off meeting, 50-percent plan review meeting, and 90-percent plan review meeting.
- E) We will complete permit applications and obtain all necessary permits required for the project, including permits from the following government agencies:
  - (1) Wisconsin Department of Natural Resources – (Storm water NOI).
- F) Will attend pre-construction meeting to represent the project design engineer.
- G) Will provide/release to the Village all necessary digital files for use in construction project staking layout.
- H) Will be available to answer any questions and make any corrections as needed during construction to correct errors or provide clarification of the construction documents.

**C. Schedule**

Services will be provided according to the following Schedule. The timelines can be worked through with the Village since the desire is for some construction activities to be completed internally by village staff.

**PROJECT SCHEDULE FOR DESIGN RELATED SERVICES**

ACTIVITY	APPROXIMATE TIMELINE
Final Plans After Village Review	October 2015
Plans Delivered to Village for Review	Sept/Oct 2015
WDNR Coordination for NOI	Sept/Oct-2015
Plans and Cost Estimate 90%	Sept/Oct-2015
Plans and Cost Estimate 50%	September 2015
Begin Coordination with WDNR	Aug/Sep-2015
Wetland Delineation on Site	Aug/Sep-2015
Survey Begins	August 2015
Project Kick-off Meeting	August-2015
Village Board Awards Design Contract	August-2015

**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 includes geotechnical investigations for only the Pond.
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 remediation activities.
10. This agreement includes Wetland Delineation for only two (2) designated areas adjacent to where the pond and future road to transfer facility are located and one(1) designated area on the north end of the Driveway south of 122<sup>nd</sup> Street.



**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 Mathew Fineour, PE, Village Engineer.**

**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 **\$22,195.00**, and shall include the following:
  - 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".

**Village of Pleasant Prairie**

**Village PN:E15-011**

**73-1 Compost Site Hours**

**LEVEL OF EFFORT FOR DESIGN RELATED SERVICES -- FOR  
COMPOST SITE**

TASKS	Kevin	Emily	Brandon	Andy	Hours/\$\$
	Risch	Schneider	Flunker	Torola	
	PM	Drainage	Design Eng.	Survey	
	\$155	\$140	\$100	\$120	
Administration	4				<b>4</b>
A. Survey (Limits on Survey Exhibit)				20	<b>20</b>
B. Site Plan and Detention Pond Design w/ Quantities	2	16	40	10	<b>68</b>
C. Wetland Delineation (Sub-Consultant GRAEF) Assuming Amount					<b>\$4,100</b>
D. Client Updates & Meetings (50%, 90%)	6				<b>6</b>
E. WDNR Permit Coordination		24			<b>24</b>
F. Attend Preconstruction Meeting	2				<b>2</b>
G. Provide Electronic Files For Construction				3	<b>3</b>
H. Construction Questions and Corrections	3		6		<b>9</b>
Geotechnical (1 Boring for Pond)					<b>\$500</b>
Expenses ( Mileage, Survey, CADD, Copies)					<b>\$800</b>
<b>HOURS</b>	<b>17</b>	<b>40</b>	<b>46</b>	<b>33</b>	<b>136</b>
<b>FEE</b>	<b>\$2,635</b>	<b>\$5,600</b>	<b>\$4,600</b>	<b>\$3,960</b>	<b>\$22,195</b>

Cost w/o Wetlands, Geotech & Expenses      **\$16,795**

## **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.

January 1, 2015

TITLE	HOURLY RATE
Principal	\$210.00
Engineer 8	200.00
Engineer 7	190.00
Engineer 6	175.00
Engineer 5 – Kevin Risch	155.00
Engineer 4 – Emily Schneider	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1 - Brandon Flunker	100.00
Technician 6	160.00
Technician 5	130.00
Technician 4 – Andy Torola	120.00
Technician 3	105.00
Technician 2 – Adam Latusek	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 subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.



## SCHEDULE OF PROJECT RELATED EXPENSES

### CLARK DIETZ INC.

January 1, 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

Meals

Federal Express & UPS

Public Transportation

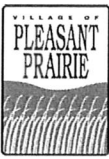
Film and Development

Supplies

At Cost

#### 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 subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.



# Purchase Order

Fiscal Year 2015

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

1502292-00

BILL TO

VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
262-694-1400

VENDOR

CLARK DIETZ INC  
125 W. CHURCH ST.  
CHAMPAIGN IL 61820

SHIP TO

Village of Pleasant Prairie  
9915 39th Ave  
Pleasant Prairie WI 53158

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
217-373-8900	217-373-8923	2496	Francine Hooper

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/28/2015	498			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	73-1 Compost Site design Clark The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Design work for 73-1 Compost Site	1.0	EACH	\$22,195.000	\$22,195.00

By *Mickaela Deery*  
Village Administrator

<b>PO Total</b>	<b>\$22,195.00</b>
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Office of the Village Clerk  
**Jane M. Romanowski**

## MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski  
Village Clerk

DATE: July 27, 2015

RE: Chapter 194 Amendment relating to  
"Class A" Intoxicating Liquor Cider Only Licenses

---

As part of the recent State of Wisconsin budget including the adoption of 2015 Wisconsin Act 55, Section 125.51(2)(e) of the Wisconsin Statutes was created. Attached is an excerpt of Act 55 as it relates to the creation of a "Class A" Cider Only license.

For the Village not to be in conflict with Chapter 125 of the Wisconsin Statutes, an amendment to Chapter 194-6 Q. is necessary. I recommend the adoption of Ordinance #15-27 as attached and presented.

\*\*\*\*\*

Attachments

restaurant or will comply with any other requirement under par. (a), prior to or upon commencing operations authorized under this section. If a Class "B" license or restaurant permit license under s. 97.30 for a restaurant is not subsequently issued to the applicant, or if the applicant otherwise fails to comply with any requirement for eligibility under par. (a), the department may revoke under s. 125.12 (5) the permit issued under this section.

**SECTION 3432am.** 125.51 (1) (a) of the statutes is amended to read:

125.51 (1) (a) ~~Every~~ Subject to sub. (2) (e) 2., every municipal governing body may grant and issue "Class A" and "Class B" licenses for retail sales of intoxicating liquor, and "Class C" licenses for retail sales of wine, from premises within the municipality to persons entitled to a license under this chapter as the issuing municipal governing body deems proper and may authorize an official or body of the municipality to issue temporary "Class B" licenses under sub. (10). No "Class B" license may be issued to a winery under sub. (3) (am) unless the winery has been issued a permit under s. 125.53 and the winery is capable of producing at least 5,000 gallons of wine per year in no more than 2 locations.

**SECTION 3432b.** 125.51 (1) (c) 1. of the statutes is amended to read:

125.51 (1) (c) 1. Except as provided in subd. 2., the municipal governing body, or the duly authorized committee of a city council, shall meet not later than May 15 annually, and be in session from day to day thereafter so long as may be necessary, for the purpose of acting upon license applications filed with it on or before April 15. ~~The Subject to sub. (2) (e) 2., the~~ governing body or committee shall grant, issue, or deny each application not later than June 15 for the ensuing license year. Licenses may be granted for issuance at a later date when the applicant has complied with all requirements for the issuance of the license. The governing body or committee may accept and act upon any application filed at any other time. The governing body or committee may not deny an application for renewal of an existing license unless a statement of the reason for the denial is included in its clerk's minutes.

**SECTION 3432bm.** 125.51 (2) (d) of the statutes is renumbered 125.51 (2) (d) 1.

**SECTION 3432c.** 125.51 (2) (d) 2. of the statutes is created to read:

125.51 (2) (d) 2. Notwithstanding subd. 1., there is no annual fee or initial issuance fee for a "Class A" license issued under par. (e) 2.

**SECTION 3432cm.** 125.51 (2) (e) of the statutes is created to read:

125.51 (2) (e) 1. In this paragraph, "cider" means any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0

percent alcohol by volume. "Cider" includes flavored, sparkling, and carbonated cider.

2. Notwithstanding s. 125.68 (3), upon application, a municipal governing body shall grant and issue a "Class A" license to the applicant if all of the following apply:

a. The application is made for a "Class A" license containing the condition that retail sales of intoxicating liquor are limited to cider.

b. The applicant holds a Class "A" license issued under s. 125.25 for the same premises for which the "Class A" license application is made.

3. Notwithstanding par. (a) and s. 125.06 (13), a person issued a "Class A" license under subd. 2. may not make retail sales, or provide taste samples, of any intoxicating liquor other than cider. Paragraph (am) does not apply to a person issued a "Class A" license under subd. 2.

**SECTION 3432d.** 125.51 (3) (e) 1. of the statutes is amended to read:

125.51 (3) (e) 1. Except as provided in subds. 2. and ~~3. to 4.,~~ the annual fee for a "Class B" license shall be established by the municipal governing body and shall be the same for all "Class B" licenses, except that the minimum fee shall be \$50 and the maximum fee shall be \$500. The minimum fee does not apply to licenses issued to bona fide clubs and lodges situated and incorporated in the state for at least 6 years.

**SECTION 3432e.** 125.51 (3) (e) 2. of the statutes is amended to read:

125.51 (3) (e) 2. Each municipal governing body shall establish the fee, in an amount not less than \$10,000, for an initial issuance of a reserve "Class B" license, as defined in sub. (4) (a) 4., and, if the municipality contains a capital improvement area enumerated under sub. (4) (x) 2. a., for an initial issuance of a "Class B" license under sub. (4) (x) 3. and 4., except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in the state for at least 6 years is the fee established under subd. 1. for such a club or lodge. The fee under this subdivision is in addition to any other fee required under this chapter. The annual fee for renewal of a reserve "Class B" license, as defined in sub. (4) (a) 1., and a "Class B" license issued under sub. (4) (x) 3. or 4. is the fee established under subd. 1. A municipality may not rebate or refund to a "Class B" licensee, including through any grant program, the fee paid by the licensee under this subdivision for initial issuance of a reserve "Class B" license.

**SECTION 3432g.** 125.51 (3) (e) 4. of the statutes is created to read:

125.51 (3) (e) 4. In addition to any fee under subd. 1. or 2., there is a \$10,000 issuance fee for a license transferred to the issuing municipality under sub. (4) (e).

**SECTION 3432h.** 125.51 (3) (e) 5. of the statutes is created to read:

Vetoed  
In Part

**Ordinance No. 15-27**

**Ordinance to Amend Chapter 194  
of the Municipal Code of the  
Village of Pleasant Prairie, Kenosha County, Wisconsin  
relating to limitations on "Class A" Intoxicating  
Liquor Cider Only Licenses**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 194-6 Q. is hereby amended as follows:

**§ 194-6. License conditions and restrictions**

**Q. Limitations on other businesses; "Class A" Intoxicating Liquor License.**

(1) No "Class A" Intoxicating Liquor License or permit may be granted for any premises where any other business is conducted in connection with the premises and shall apply to the following:

- a. Convenience Stores.
- b. Other stores where commodities are sold, such as gasoline, pharmaceuticals, cosmetics, and other non-food products.
- c. Drug stores and Pharmacies.

(2) Exception.

a. This restriction does not apply if the premise for which the license or permit is requested is connected to a retail grocer or similar facility limited to the general sale of food products or to any commercial retail establishment over 100,000 square feet in size.

b. In accordance with Section 125.51(2)(e)2, an establishment issued a Class "A" Fermented Malt Beverage license, shall, up application, be granted a "Class A" Intoxicating Liquor Cider only license.

Passed and adopted this 3<sup>rd</sup> day of August, 2015.

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

Attest:

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

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



Office of the Village Clerk  
**Jane M. Romanowski**

## MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski  
Village Clerk

DATE: July 27, 2015

RE: Chapter 18 Amendment relating to Board of Review

---

An update to Chapter 18 Article VI relating to Board of Review is in order to incorporate law changes over the last few years. Sections 18-52, 18-53, 18-55 and 18-57 relating to membership, compensation and a confidentiality clause are unchanged and Sections 18-54 and 18-56 are drafted to refer directly back to the applicable sections of the Wisconsin Statutes so future amendments to this specific chapter would not be required.

Rocco Vita, Village Assessor, approves the amendment, and I recommend the adoption of Ordinance #15-28 as attached and presented.

\*\*\*\*\*

Attachments (Current Ch. 18 Article VI)  
(Ordinance #15-28)

## ORDINANCE NO. 15-28

### ORDINANCE TO AMEND CHAPTER 18 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO BOARD OF REVIEW

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 18 of the Municipal Code is amended to read as follows:

#### Article VI. Board of Review

##### § 18-52. Established.

The Village Board of the Village of Pleasant Prairie does hereby ordain and establish a citizen Board of Review.

##### § 18-53. Membership.

The Board of Review of the Village shall consist of five citizen members appointed to five-year terms by the Village President with the approval of the Village Board. Alternate members may be appointed to serve on the Board of Review when standing members are removed or unable to serve for any reason. Initial appointments shall be for one, two, three, four and five years and annually thereafter with terms effective May 1. The Village Clerk shall act as the Clerk of the Board and shall keep accurate records of all its proceedings.

##### § 18-54. Powers and Duties.

The Board shall have the powers and duties prescribed in § 70.47, Wis. Stats.

##### § 18-55. Compensation.

Each Board member shall receive a maximum per diem of \$125 for each full day. Any time less than eight hours per day shall be prorated.

##### § 18-56. Hearing procedure.

Board of Review proceedings and appeals shall be as governed by Wis. Stats. Chs. 70 and 74, including without limitation by enumeration herein, § 70.47 as from time to time amended.

##### § 18-57. Confidentiality of income and expense information.

Whenever the Assessor, in the performance of his or her duties, requests and obtains income and expense information pursuant to § 70.47(7)(af), Wis. Stats., or any successor statute thereto, then such income and expense information that is provided to the Assessor shall be held by the Assessor on a confidential basis, except, however, that

said information may be revealed to and used by persons in the discharge of duties imposed by law; in the discharge of duties imposed by office, including but not limited to use by the Assessor in performance of official duties of the Assessor's office and use by the Board of Review in performance of its official duties; or pursuant to order of a court. Income and expense information provided to the Assessor under § 70.47(7)(af), Wis. Stats., unless a court determines that it is inaccurate, is per § 70.47(7)(af), Wis. Stats., not subject to the right of inspection and copying under § 19.35(1), Wis. Stats.

Passed and adopted this \_\_\_\_ day of August, 2015.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

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

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



*Village of Pleasant Prairie, WI*

*Friday, July 24, 2015*

## **Chapter 18. BOARDS, COMMISSIONS AND COMMITTEES**

### **Article VI. Board of Review**

[Added 3-18-1996]

#### **§ 18-52. Established.**

The Village Board of the Village of Pleasant Prairie does hereby ordain and establish a citizen Board of Review.

#### **§ 18-53. Membership; quorum; compensation.**

- A. The Board of Review of the Village shall consist of five citizen members appointed to five-year terms by the Village President with the approval of the Village Board. Alternate members may be appointed to serve on the Board of Review when standing members are removed or unable to serve for any reason. Initial appointments shall be for one, two, three, four and five years and annually thereafter with terms effective May 1.  
[Amended 5-15-2006 by 06-20]
- B. A majority of the Board shall constitute a quorum.
- C. Each Board member shall receive a maximum per diem of \$125 for each full day. Any time less than eight hours per day shall be prorated.

#### **§ 18-54. Clerk.**

The Village Clerk shall be the Clerk of the Board of Review and shall keep an accurate record of its proceedings.

#### **§ 18-55. Meetings and duties.**

- A. The Board of Review shall meet annually, as directed by the Wisconsin State Statutes, at the Village Municipal Building or another Village facility.

- B. Notice of such meeting or adjourned meeting or meetings shall be posted in three public places at least two days prior to such meeting.
- C. The Board may adjourn from day to day until its business is completed.
- D. The duties and functions of the Board of Review shall be as prescribed by the statutes of the State of Wisconsin.
- E. The Board may meet no less than four hours between the hours of 8:00 a.m. and 12:00 midnight before final adjournment.  
[Added 4-19-1999]

## § 18-56. Assessment session.

After the Village Assessor has laid before the Board of Review his/her assessment roll of real estate with the sworn statement and valuation of personal property as provided by the Wisconsin State Statutes, the Board of Review shall remain in session one day for taxpayers to appear and examine such assessment roll, sworn statements and valuations and to be heard in relation thereto and, upon reasonable cause being shown therefor, shall hold at least one adjourned session upon a subsequent day.

## § 18-57. Confidentiality of income and expense information.

[Added 12-20-1999]

Whenever the Assessor, in the performance of his or her duties, requests and obtains income and expense information pursuant to § 70.47(7)(af), Wis. Stats., or any successor statute thereto, then such income and expense information that is provided to the Assessor shall be held by the Assessor on a confidential basis, except, however, that said information may be revealed to and used by persons in the discharge of duties imposed by law; in the discharge of duties imposed by office, including but not limited to use by the Assessor in performance of official duties of the Assessor's office and use by the Board of Review in performance of its official duties; or pursuant to order of a court. Income and expense information provided to the Assessor under § 70.47(7)(af), Wis. Stats., unless a court determines that it is inaccurate, is per § 70.47(7)(af), Wis. Stats., not subject to the right of inspection and copying under § 19.35(1), Wis. Stats.

**ORDINANCE NO. 15-29**

**ORDINANCE TO AMEND CHAPTER 305  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO LANDSCAPE MAINTENANCE**

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 305 Article VI of the Municipal Code is created to read as follows:

**ARTICLE VI  
Landscape Maintenance**

**§305-73 Definitions.** As used in this section, the following terms shall have the meanings indicated:

**DEVELOPED PROPERTY** – property with a structure or property wherein a permit has been issued, including any property, with or without structures, wherein curb and gutter exist.

**MAINTAIN** – the establishment and cutting of common turf grasses such as fescues, ryegrass and bluegrass. Cutting methods shall include, but not be limited to, lawn mower, string line trimmer or other device that provides a neat and uniform appearance. Grass cutting shall be conducted at a frequency to maintain a maximum height of four inches.

**PARKWAY** – the area located between the curb and gutter and the sidewalk.

**PUBLIC RIGHT-OF-WAY**- the paved public street or roadway and sidewalk, and shall include the area between such pavement and the private property line.

**UNDEVELOPED PROPERTY** – vacant property without curb and gutter with no structures or permits issued.

**§305-74 Maintenance of property located within public right-of-way.**

- A. The owner of record of developed property located within the Village shall maintain the parkway, drainage ditch, or other unpaved surface located within the public right-of-way, which abuts such property. If there is no parkway or sidewalk at a specific property, then the area from the edge of the street pavement or curb and gutter to the property lot line shall be maintained. If the owner fails to maintain the described property, the Village may, after giving at least seven calendar days' notice in writing to the owner, undertake the required maintenance and charge the cost thereof to the abutting property owner. The Village will maintain the public right-of-way of undeveloped property through its road mowing program. The planting of trees, shrubs, bushes or establishment of planters or

flower beds within the public right-of-way is prohibited, except where permission has been granted by the Village or other authorized entity.

**§305-75 Non-compliance.**

- A. The Director of Public Works is hereby given authority to determine which properties are not in compliance with this chapter. The Director of Public Works shall give the owner of noncompliant property written notice that the property owner has seven calendar days from the date of the notice within which to perform the prescribed corrections. If, at the expiration of such seven calendar days, the owner has not complied with the prescribed corrections, then the Director of Public Works may direct the Public Works Department or contract services to perform the corrective actions and notify the property owner of same and add the cost of such corrective actions to the tax roll as a special charge if the same is not paid in full by the property owner within 30 days of receipt of an invoice from the Village.
  
- B. The cost of rendering corrective actions by the Public Works Department or contract services shall include an hourly labor charge and hourly equipment charge as determined by the Village, plus an additional charge equal to 5% of the total hourly labor and equipment charge for administrative expenses incurred by the Village. Any time spent by the Public Works Department or contract services for conducting corrective actions over and above each hour shall be billed at the next hourly increment.

Passed and adopted this 3rd day of August, 2015.

VILLAGE OF PLEASANT PRAIRIE

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

ATTEST:

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

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