

**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**  
**July 20, 2015**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – July 6, 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 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.
  - 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.
  - E. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property located at 6724 Springbrook Road into two parcels.
  - F. Consider Resolution #15-23 certifying the creation, review and adoption of the Compliance Maintenance Annual Reports for the Wastewater Facilities in the Village.
  - G. Consider a Relocation Order for the Sheridan Road (STH32) Water Main Project.
  - 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 90<sup>th</sup> Street south to 104<sup>th</sup> Street and on 91<sup>st</sup> Street east of Sheridan Road along 7<sup>th</sup> Avenue and ending at 90<sup>th</sup> Street.
  - I. Consider Ordinance #15-25 to amend Chapter 180 of the Municipal Code relating to outdoor burning.
  - J. Consider Ordinance #15-26 to amend Chapter 250 of the Municipal Code relating to outdoor burning.
  - K. Consider Resolution #15-25 to dispose of a surplus vehicle.
  - L. Consider an award of contract for utility billing printing and mailing services.
  - M. Consider Resolution #15-26 approving an amendment to the 2015 budget.
  - N. Consider disallowing a claim filed by Kellie Tivolacci for damage to a vehicle.
  - O. Consider reappointments to the Community Development Authority.
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  
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9915 - 39th Avenue  
Pleasant Prairie, WI  
July 6, 2015  
6:00 p.m.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JUNE 1, JUNE 10 AND JUNE 15, 2015**

Dave Klimisch:

I move approval of the minutes.

Michael Serpe:

Second.

John Steinbrink:

Motion by Dave, second by Mike. Any additions or corrections?

**KLIMISCH MOVED TO APPROVE THE MINUTES OF THE JUNE 1, 10 AND 15, 2015 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY SERPE; MOTION CARRIED 4-0.**

- 5. PUBLIC HEARING**
  - A. Consider the request for a Class "A" Fermented Malt Beverage License for the Kwik Trip store under construction at 10451 72nd Avenue.**

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Jane Romanowski:

Tonight we have the application submitted by Joshua Specht. He is the agent for Kwik Trip, the Kwik Trip 230 store under construction at 10451 72nd Avenue. This license is like all our other Class A licenses for our gas stations and convenience stores. I've attached a list of the Kwik Trip stores in Wisconsin, which is quite extensive, that have alcohol sales and their alcohol sales policy.

The store is scheduled to be completed by the end of the month and business to begin on August 6th is what they indicated in their application. Mr. Specht has met the requirements as an agent and has met the approval of Chief Smetana. So I would recommend the license be issued subject to the payment always of license fees, publication fees and, of course, a certificate of occupancy issued by all departments that are required. And then if the license is granted it would be issued from the date that they pick up the license through June 30th of next year, and the license fees would be prorated.

John Steinbrink:

This being a public hearing I'm going to open it up to public comment or question. We ask that you use the microphone and give us your name and address for the record.

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Anybody wishing to speak on this item? Yes, sir?

Trent Moede:

My name is Trent Moede. I live at 5314 87th Place. I don't know what happened but I did sign up. But, again, I'm here to discuss two topics this evening.

Jane Romanowski:

Mr. Moede, we're talking about a liquor license right now. I'll call you up at citizens' comments.

Trent Moede:

I'm sorry.

John Steinbrink:

Anyone wishing to speak on this item? Anyone wishing to speak on this item? If not, I'm going to close the public hearing and open it up to Board comment or questions.

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Michael Serpe:

I have no comment. I'd move approval of the license.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of the license for the Kwik Trip. Any discussion on this item?

**SERPE MOVED TO APPROVE THE REQUEST FOR A CLASS "A" FERMENTED MALT BEVERAGE LICENSE FOR THE KWIK TRIP STORE UNDER CONSTRUCTION AT 10451 72ND AVENUE, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

John Steinbrink:

Motion carries, and that's going to be subject to all the conditions.

Jane Romanowski:

Yes.

## **6. CITIZEN COMMENTS**

Jane Romanowski:

Trent Moede.

Trent Moede:

I'll start over. Trent Moede, 5314 87th Place. I have two topics to discuss this evening. One is an inspirational one, and one remains a challenge for me and my neighbors. The inspirational one was being a volunteer for the recent triathlon on Sunday, 6/21. I was really moved. The real champions were the athletes with physical challenges. The heart and soul, determination of these athletes was extremely moving to me as I mentioned. It really makes you put your problems in perspective. And I really appreciated being a part of this. Made me feel good being a volunteer for this event. And I will be there in the future volunteering. Thank you for the opportunity.

The second topic is the one that remains a challenge for myself and my neighborhood. And that is this tenant problem I have with a neighbor that's directly west of me. And I've got a couple slides. I'm wondering if we might just bring them up. The first one I'd like to bring up is the one that's called activity. There are four slides if you can pop that up. Basically if you just plug that in and

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go to my computer it will show that thumb drive. Just open the thumb drive, and it's under a heading called pictures for meeting dated last week because I was a week early last week, there was no meeting. I failed to call.

There, that one, yes. Pictures for the 6/29 meeting. And you can blow that one up. This is basically a slide taken on July 4th at about 6:50 p.m. What you see here is my neighbor, this slide right there, you'll see two officers that work for the guy that's renting this house. That's the whole gist of this thing. This business is operating out of this house. And I have a problem with that because it's a residential area. Now if we could just move to the sign called neighborhood side. Just back out of this and go to this other one please. Just close it. You can go to the next one. Okay, just leave it here. This is back in May of this year, May 14th. The guy getting into that car was another officer that belongs to this individual that rents here. You really have to zoom in. It's hard to see it.

Go to the other sign. Okay, this sign is in my community. The bottom of the sign basically says to report any suspicious activity. This is a block over from my house. We print signs like that and I think they have some meaning. And basically I'm just doing what I feel is a civic duty to keep an eye out for my neighborhood. I'm just not sure what the difficulty is. The Village has the means, the resources to find out where this tactical response private police agency operates from. Where is the brick and mortar building for this outfit? And Mr. Tamar Sheritt [phonetic] who runs this outfit if we have codes and laws written to protect us and the community to keep uniformity and they're not enforced they're meaningless. So when they're violated there should be some consequences.

I'm not quite sure -- I understand this isn't as high priority as the BP runoff issue or maybe some of the other concerns that are going to be addressed tonight. But with all due respect if Mr. President, John Steinbrink, lived where I was this place would have been shut down. Unfortunately, it's just little old me, Trent Moede, citizen. I'm not a millionaire. I'm not connected politically, but I'm asking for some support from the Village where I live. I've been a resident here for 16 years, and I just don't understand why this can't be put to rest. It can't be that difficult.

And this guy about two weeks ago a Sheriff's deputy came over and presented some papers at about 7:30 p.m. I don't know what was on those papers, but I got a feeling it was something to do with his business. Well, since then his business still operates. In fact, a week ago Sunday we were at a neighbor's house which is due west of this property, Lawler's house, Mike Lawler, and these guys came in full force. Four or five cars, seven or eight people with backpacks. Went in the house, changed, came out in uniforms. I mean that's blatant. I didn't take pictures. There was a family gathering, I didn't want to make a scene. But this is what I see.

And I'm just not quite sure, I understand you can't have a police officer on the corner videotaping this or whatever. But I don't see why we can't find out where this operation is really functioning out of, and I believe it's at this residence. And I'm just wondering what else I could do to assist you or what you need from me to get to the bottom of this. And, again, I thank you for your time. And I appreciate your assistance in resolving this. Thank you.

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John Steinbrink:

Thank you.

Jane Romanowski:

There are no other citizens that signed up tonight.

John Steinbrink:

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

## **7. ADMINISTRATOR'S REPORT**

Mike Pollocoff:

Mr. President, I wanted to give you an update on where we are with the 39th Avenue construction project. Right now we're tracking along for a mid-September completion on 39th Avenue and the roundabout. We have had some difficulties with some relocation work of AT&T infrastructure, and they'll be paying a penalty for that. But it doesn't forestall the fact that it ties up the construction somewhat. So they're working on that. And I think that Public Works and John Steinbrink, Jr., and his staff have been doing a good job of staying after them to make sure it stays on track. I know it's a major inconvenience for north and south traffic in the Village. And I'm convinced that the way we're doing this is about as fast as you can do the project and get it done. It's not really our project, it's the State of Wisconsin's project, but we'll get this done and get it done in order.

As long as I have the opportunity I have heard from Mr. Moede about the problems there. And as I've indicated to him the Police Department has not advised me that the homeowner himself is engaged in any criminal activity that would bring about a response where we could arrest somebody and stop something in place. This is a zoning violation. The Village is processing this as a zoning violation of the residential home occupation ordinance. Jean has interviewed him. She gave him time to respond to the issues that he has. And the Police Department has provided Jean with reports as to what's going on there.

And the question a lot of times ends up being to what extent it's a violation of home occupation. Home occupation generally allows for work to be done there that's not going to bring a lot of people to the door. One of the neighbors over there is an architect. He does work at his house as part of his business, but it's not intrusive. And we have one of these in court that we're working through now. They're not simple cases. The level of evidence is probably a little bit tougher to get at and deal with. But I think the Police Department has done a good job of providing Community Development with the base information as to what's going on there. And we're going to work through that and get it resolved.

I know it's probably not happening as fast as you'd like it to happen, but this is really tracking along a course where when we do finally write citations and bring this to court we're going to have

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a case that's going to be able to stand up and not have to start all over again because we don't have a case. So with that it's not something we can just go out and shut somebody down and arrest them and haul them off. This is a zoning violation, it's not a criminal violation.

John Steinbrink:

So even if I lived in the neighborhood the process would still be the same and it would take this amount of time?

Mike Pollocoff:

It's the same for you, and I live in the neighborhood and it's the same for me.

John Steinbrink:

I remember at the last meeting you did bring this up and explained it to the Board. The process was proceeding, it does take time. And everybody has their rights and we work through the process, and everybody is afforded their due diligence. And that's what we do with the process. I'm sorry it doesn't go faster for you, but whether we're razing a property or doing any other violation it's the same process pretty much.

Mike Pollocoff:

Right. Believe me, if the Chief felt there was something illegal that the property owner himself was doing there that was criminal, and they have reason to believe that was accurate, they would arrest him. That happens on a day-to-day basis. They're not averse to doing that. But they can't arrest somebody for a zoning violation and take them into detention and take them away from their house. There's a process that we have to go through, and we have to give a homeowner or a property owner an opportunity to provide information from their side. We have to evaluate that, and we'll go forward to evaluate whether or not and how we're going to proceed with that and to what level it's going to be a violation.

That's not to say we won't take any information that you want to provide, any pictures, we'll take those as well. But we can't prosecute a case on a zoning violation based solely on your information. We have to acquire information, background data that leads us to the conclusion that we need to place an order. If that order isn't followed then we're going to take the person to court. So that's where we're at right now.

John Steinbrink:

But it is a good thing that you watch out for your neighborhood.

Trent Moede:

[Inaudible] so I'm looking out for myself. It's sort of selfish, but [inaudible]. Could I just add one other comment?

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John Steinbrink:

You have to come up to the microphone again.

Trent Moede:

Can I add one other comment? Would it help things along if I put in a surveillance system? I'm serious. And this isn't something you buy at K-Mart. Time stamps and dates just to prove what I'm saying.

John Steinbrink:

It's still one side of the story.

Mike Pollocoff:

I think the Village needs to do an independent investigation into this. You're an interested party as you just said. So you've got a personal interest to show the case you want to. The Village has to be a third party of -- we're going to present a total case. Now, if we get some pictures from you or whatever we'll use whatever information we get. But we'll gather our own information as well. I mean the real thing is I think you'd be more than irritated with us if we brought a case to court that we didn't think was defensible and we lose it, then you're starting all over again, and you're already starting with a case that something's been tainted. So I request that you allow us to work through the process and we'll get there.

Trent Moede:

Okay, I appreciate you addressing it and thanks again for your time.

John Steinbrink:

Once again this was under citizens' comments, and there's limited discussion we can have on this.

Trent Moede:

I understand. Thank you, appreciate it.

John Steinbrink:

Thank you. That it, Mike?

Mike Pollocoff:

That's it.

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John Steinbrink:

You know when I grew corn here we didn't have these problems. Raccoons never fought amongst themselves.

**8. NEW BUSINESS**

**A. Consider a claim for refund of taxes by Sanmina Corporation due to a decision issued by the State of Wisconsin Tax Appeals Commission.**

Rocco Vita:

Good evening, Mr. President and Board. I'm Rocco Vita, Village Assessor, 9915 39th Avenue. You received a packet of information including a memorandum from me to you, copy to Mike. It's a one and a half page document that summarizes a five page claim for property tax refund made by Don Millis who is an attorney for Reinhart, Boerner, Van Deuren who is counsel for Sanmina Corporation.

To give you some background, Sanmina Corporation is a property and corporation operation in the LakeView Industrial Park. They manufacture electrical and computerized components for machinery and for the technology industry. As a State manufacturer they are valued by the Wisconsin Department of Revenue. All manufacturers in Wisconsin are valued by the Wisconsin Department of Revenue. We pay for that service. The general fund pays for half the service, the Village pays for the other half of the service. I think we pay something like \$15,000 a year to have the Department of Revenue value about 38 properties in the Village.

For the property tax years of 2009, '10, '11 and '12 Sanmina appealed the Department of Revenue's valuation. Every year is heard by what's called a State Board of Assessors. The Department of Revenue presents a case. The property owner presents their information, and a decision is made by the State Board of Assessors. In this instance the property owner never provided any information in any of those State Board of Assessor hearings, so the State Board of Assessors always finds in favor of Sanmina.

After four years were compiled Sanmina appeals to the Wisconsin Tax Appeals Commission. This is an appointed body that hears cases of all tax issues in the State whether it's property tax, sales tax, excise tax, licenses, that sort of thing. At that point the property owner presented a case. The Department of Revenue presents their case. And in this instance the Wisconsin Tax Appeals Commission found in favor of Sanmina for all four years in differing amounts.

The first page of the memorandum goes for those amounts. So in 2009 the decision was to reduce Sanmina's assessment in round number \$2.2 million from essentially \$9 million to \$6.7 million. In 2010 they reduced the value from essentially \$8 million to \$6.7 million or one and a quarter million dollars. For 2011 the value was reduced from \$8.2 million or eight and a quarter million to \$6 million or about \$2.3 million. And for 2012 the value was reduced from \$7.85 million to \$6 million or \$1.9 million. Because Sanmina paid taxes on the full amount they are filing a claim with the Village for refund of those taxes paid in each of those years plus statutory interest.



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The second page of my memo goes to the amount that they're asking for. So essentially in 2009 refund and interest they're asking just under \$40,000; for 2010 \$24,000; for 2011 \$45,300; 2012 \$41,000. In total their claim asks for \$147,300 round numbers in refund of paid property taxes plus interest. Now, Kathy Goessl's department and I have been going through their claim. There are some small issues on their numbers that will be correct. But for a large part they're asking for a \$147,000 refund for taxes that they paid on their property for tax years 2009 through 2012. Any questions?

Michael Serpe:

Did I understand that the DOR did not present a case against Sanmina when it went for the hearing?

Rocco Vita:

At the initial Board of Assessors hearing the Department of Revenue was there. The property owner did not present any information. So the Board of Assessors has to find and found for the Department of Revenue. But that was further appealed to the Wisconsin Tax Appeals Commission. Similar to a local Board of Review, that can be appealed to a higher authority. This higher authority was the Tax Appeals Commission. At that point the property owner became engaged and actually presented evidence to the Wisconsin Tax Appeals commission.

Michael Serpe:

And then both sides were heard from the hearing examiner, whoever that was.

Rocco Vita:

That's correct. In this instance the judge that was present retired -- the hearing was heard in March of 2014. Subsequently the judge hearing that information retired. A second judge wrote the decision, and the decision was rendered in I believe June of 2015. It took over a year for them to make a decision.

Dave Klimisch:

When I was reading through the notes it sounded like the judge was not impressed with the information that was presented by the State side.

Rocco Vita:

Yes. In reading the decision of the Tax Appeals Corporation it sounds as if the property owner showed up with a lot of detailed information, and the Department of Revenue showed up with very little if anything. Now, in my conversations with the Department of Revenue I'm assured that's not true. But I have yet to receive transcripts to read exactly what had transpired or what information was provided.

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Dave Klimisch:

So in your conversations with the State, with the DOR, or with the people that were representing us are they confident that they presented a solid case for our \$15,000? We paid them to represent us. From what I read in the notes it doesn't sound like it was well represented.

Rocco Vita:

They're frustrated with the process. They're frustrated with the Tax Appeals Commission. They were frustrated with what occurred during the hearing. They felt that the Tax Appeals Commission took into account and gave a lot of weight towards information presented by the property owner, but did not regard or ignored their information. For instance, one of their assertions is that the appraisals presented by the property owner contained properties in the Village of a contaminated facility that sold, the Hexion property that sold to Emco, and the Permacell facility which was the Nitto Denko property which transacted and became Mondi Akrosil.

So they were frustrated that when the witness for the property owner indicated that it wouldn't have made any difference in his value had he known the Emco property was contaminated at the time of sale, and that was agreed with by the Property Tax Appeals Commission, the Department of Revenue of frustrated. In the Department of Revenue there's a faction that sets the values, they're the appraisal staff. And then there's a whole separate faction, the Department of Revenue's legal staff they defend the value. And I would guess that they would use some of their appraisal staff as a witness.

Dave Klimisch:

And the appraiser that was used I think was hired by the petitioner? It wasn't an anonymous arm's length transaction. The appraiser was hired by the petitioner.

Rocco Vita:

That's correct.

Dave Klimisch:

Now that we have this case I believe it's closed, it's a done deal.

Rocco Vita:

They've decided not to appeal.

Dave Klimisch:

So what would be your recommendation on how to protect us for the next round of cases that come forward?

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Rocco Vita:

We have a very strong working relationship with the Department of Revenue, their manufacturing division. I think for the most part the values that they've set for us, the values they set for us we believe are good, solid values. We work with them on setting land values, we share sales information, building permit information. I think they've done the Village a lot of good in the past on maintaining property values in the park. This here was something that we've never experienced before. They've never made a change for these kinds of reasons at the Board of Assessors, and they've never made a negative change at the Tax Appeals Commission like this. They never made a negative change at all.

So from the Village perspective all we can do is enjoin in this process at the very first stage which means that we would have had to become part of the process early on sixty days after Sanmina filed their first paperwork in 2009, alright? But that takes a commitment on our part of resources, both monetary and in work resources, to be a part of that. We would have to provide our own information at the Board of Assessors to support the Department of Revenue's value which is not a bad thing. But it would be something that we could do going forward.

There are a lot of appeals, there have been historically a number of appeals in the LakeView Corporate Park. In almost all instances these differences in valuation are supported by the State Board of Assessors, and there's never been an appeal forward. If there have been changes it's because the property owner provides information to the Board of Assessors that they hadn't provided to the Department of Revenue in the past. So this is rather unique where the property owner -- this attorney and this law firm is good at doing what they do here. They're not providing any information up front.

Dave Klimisch:

I think there's going to be more.

Michael Serpe:

And that's exactly what I fear as well. I'm going to guess without being an assessor I'm going to guess that that Sanmina property was properly assessed at least according to the DOR, and I'm going to guess according to your office as well. Now, the difference is to give \$147,000 back to this company is going to come out of the pockets of the taxpayers to make up the difference so we can continue to run the services that this Village provides. Like Dave said just now you worry about what's coming around the corner and whose next, and when it is going to stop.

To get this information out to the people is rather difficult, and it's rather confusing, hard to understand in some cases. But I hope people read the newsletter if we're going to put it in there that this is happening and you're going to be paying the difference. It seems the way of the corporate industry right now, the Walgreens, the Targets, all across the nation they're challenging their assessing, and the homeowners are picking up the difference.

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Steve Kumorkiewicz:

The question is if we didn't know they were with a court [inaudible], we didn't know that. Were you aware they were doing this, Sanmina?

Rocco Vita:

Well, sure. We're notified. The Village Clerk and then the Village Clerk provides [inaudible] we're notified when they file an appeal. But we receive decisions by the State Board of Assessors that they supported the State's value. And like Trustee Serpe indicated the values for the property, the \$9 million, the \$8 million depending upon the year don't seem out of line for the type of facility that Sanmina is. It's a high tech manufacturing facility of good quality. And there's a tremendous amount of value there in this industrial park. Even land in this industrial park sells for about \$140,000 an acre. If you have a property with ten acres right away you're at \$1.4 million.

Steve Kumorkiewicz:

What bugs me is the Department of Revenue did the assessment and they don't stand behind that. Because they were supposed to [inaudible] our favor because [inaudible] numbers they got and they didn't. We've got a political issue here [inaudible].

Rocco Vita:

In reading the decision and in the way that the person that authored the decision claims the Department of Revenue didn't provide a very substantial defense of their work. I have yet to read the transcripts to see whether that's -- how true that is. There's a tremendous amount of frustration on the part of the Department of Revenue right now. They're as frustrated, but they're not in a position that you are that you have to pay money back based on their initial work and the defense of their work.

John Steinbrink:

Have there been staffing cuts up there that may have affected the effectiveness of the department?

Rocco Vita:

I don't believe that. I don't believe that would be the case. If anything it was how -- as in anything else when you go to court it's how well your attorney team does.

Dave Klimisch:

I've got two things. What happens if we review the transcripts and in our opinion if the summary that was written is inconsistent with what the transcripts show? It just is, it's done.

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Rocco Vita:

It's done. If the Department of Revenue has decided not to appeal to Circuit Court then there's nothing that can be done. Now, the damning information that's in the decision indicates that the trier of this fact found that the information provided by the property owner to be credible, and that the information provided by the Department of Revenue as not being credible that's rather significant in the eyes of an appellate court. When something's not found credible and you can't make the case over again it's very difficult to overturn a non-credible decision. But I'm not a lawyer. That's what I've been told.

Dave Klimisch:

And the second thing, for next year's assessment do we start at this reduced amount, or do we come in with the comps that we would come in usually and it would be back to the value that we think it is substantiated?

Rocco Vita:

Now, remember these values are set by the Wisconsin Department of Revenue, and they've already set the 2013, 2014 and 2015 values. And, yes, the property owner wants the 2015 value because that still is probably in play down to this number, and they'll appeal. They probably have appeals of the 2013 and 2014 value. But my understanding is that the Department of Revenue is not willing to go to that. I think they're re-strategizing how to defend these values.

And this is a different market also. 2013 and 2014 is a lot different than 2009, '10, '11 and '12. Remember when you look back at even our own development in the Village very little was occurring in 2011. The crash that occurred really in '09 was felt by development or lack of transaction in '10 and '11. It wasn't until '12 we got -- '12 was bad as well. '13 was kind of a push year. But these kinds of properties didn't succumb to the kind of pressures that residential property did. Good quality, commercial manufacturing property essentially held their values for the most part. There was some decline, but for the most part through this recession.

In here if counsel and witnesses for the property owner provide sales -- here we had Hexion left and tried to sell their property in a down market so it sells for a low price because it was contaminated. Nitto Denko foregoes, leaves and decides they're not going to follow through with their campus and they walk away. And here's kind of a specialty facility for them? What do they do with that? Who is going to buy that? Fortunately they found an in state corporation [inaudible] actually willing to take it over. Those are pretty specialized manufacturing facilities trying to be sold in a very poor market. And for an appraiser to use those to value this kind of a property which is a lot different and for everybody to buy into it it's just kind of questionable. I mean it's not questionable on their part to do it, it's questionable that somebody would actually buy into it. And if you're going to use dark sales or sales of defunct property to value existing property, and if that becomes a standard going forward that's an issue we're going to have to deal with all the time.

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Michael Serpe:

Rocco, you may have mentioned it, but the attorneys for Sanmina presented a good case obviously. Do politics every play a part in stuff like this?

Steve Kumorkiewicz:

Big time.

Rocco Vita:

I don't know. You know all judges are elected. These judges are appointed by the Governor, or the Tax Appeals Commission are attorneys who are appointed by the Governor. I don't know how many of these commissioners were appointed by this Governor. I don't know if I'm even in a position to answer a question like that.

Mike Pollocoff:

I think that one thing I hate to say we're learning a lesson on this, but I really believe that the Village needs to be prepared. I know Rocco is taking steps to do this. But there's an adjustment in how corporate America is looking at how they should be valued when it comes to pay property taxes. It's pushing into a ball at all different angles. It's coming from a lot of different ways. Part is that dark store concept. Part of it is taking advantage of abilities in Wisconsin law to kind of bypass one reviewing body and get to another body where you think you'd have more success.

And the Village I believe we're going to have to be ready, and we're going to have to fund ourselves so that we can engage and fight these things as they come where we think they need to be fought for a couple reasons. One is we have a TIF District out there that's carrying a significant amount of debt, around \$50 million in debt that we're working to get paid off. If we start finding some eroding of the tax base to the extent any of this become like a precedent or people start buying into how this probably should be valued we don't want to see that that doesn't happen or any other tricks that are going on.

Secondly, it really represents a shift of property tax responsibility from somebody who has got the financial wherewithal to hire an attorney to work the system, and that shifts it to residential users. But what's kind of strange, it's not strange I think it's probably insidious, it really puts the small business guys at risk. Here they are they're in the same commercial market. They're dealing with some of the same things, but they don't have the money or the horsepower to go out and get an attorney to hire them. Because if the attorney is working on a contingency and the taxes aren't that high for that one individual, they might not make that much money on that case, but it would mean a lot for a small business to -- now they're trying to compete with somebody who isn't paying taxes in the same method as their property is being assessed as somebody else.

And I think over the next few years we've got a list of property owners in Pleasant Prairie that are taking us to task, and it's happening all over the State, that the amount of time and effort we spend on legally or more intensively defending the method of how property should be assessed in

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Wisconsin for an equal application of property taxes is going to be under fire. I think people are always doing that. Everybody has the right to try and pay the least amount of taxes that they legally have to, but that doesn't have to be at somebody else's expense. And that's really I think what the assessing manual and the Wisconsin Constitution of uniformity have always tried to accomplish that. If you're going to have to pay property taxes everybody should be treated somewhat equally in how their property is determined what their value is. And that's just going to be a challenge going forward.

This is I think in the best case it's an aberration, but in the worse case this is the beginning of a trend. And I think that's more what I'm concerned about. And I agree with Rocco that we need to plan on being engaged up front to the extent we can protect the Village property taxpayers as these things go down. I don't know if there's political influence in there. The jaded side of my life tells me there is, but I don't know and I can't prove that there is or there isn't. But I do know that Rocco and I and the staff and I believe the Board has the same interest to protect the local property taxpayers to make sure that we can look them straight in the eye and say, yeah, you're getting a fair tax bill. We're not treating you any differently than we are anybody else.

And I think by benignly letting this kind of float along and say, well, the Tax Commission did it or the Board of Assessors at the State did it and there's nothing we can do, well, it's true. But I think if we know we can engage and at least fight the fight I think we're obligated to do it. At some point you either win the war or you stall the war or you lose the war. And we won't know that right away. But as we look going forward I think it's something this community needs to be prepared for because left unchecked and unmanaged it can do an incredible amount of damage to the property tax levy.

Dave Klimisch:

As much as I disagree with the process I move that we follow the directive of the courts and move for passage of section A.

Michael Serpe:

Is this to receive and file?

Mike Pollocoff:

No, what we're actually doing with this is we're going to move money from contingency to pay this bill. And then when we do the statement of taxes this year then everybody is going to have their share on their taxes and pay us back.

Michael Serpe:

I'll second Dave's motion.

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Dave Klimisch:

And you had said previously that its \$147,000. That's not all Pleasant Prairie, right?

Mike Pollocoff:

We'll pay 20 percent of that. In the first instance we'll pay all of it, but we'll get it back at the beginning of the year.

Dave Klimisch:

And about half of that will come from the school district?

Mike Pollocoff:

Right.

Steve Kumorkiewicz:

Rocco, one question I forgot to ask of you. Those three people appointed to this Tax Appeals Commission are those professional appraisers or what, or just lawyers and that's it?

Rocco Vita:

They're attorneys.

Steve Kumorkiewicz:

But they specialize in this?

Rocco Vita:

They're attorneys that may specialize in tax law. Most of the cases, there are probably 24 different types of tax that they have jurisdiction over in the State. There's cigarette tax, gas tax, excise tax. There's an unbelievable number of items. They don't hear a lot of property tax because it's only the Department of Revenue. But when they do hear it they make a decision on the information before them. So they're not necessarily specializing in any of -- they're not an accountant and they don't specialize in the process. They specialize in hearing fact and making a decision based on the fact presented to them.

Steve Kumorkiewicz:

One sided.



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John Steinbrink:

Okay, we have a motion by Dave, second by Mike. Any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed?

Steve Kumorkiewicz:

No, I disagree. That's my opinion.

John Steinbrink:

Let the record show that Trustee Kumorkiewicz is a no vote. Motion carries 3 to 1.

**KLIMISCH MOVED TO RECEIVE THE WISCONSIN TAX APPEAL COMMISSION'S DECISION REGARDING SANMINA CORPORATION'S CLAIM FOR REFUND OF EXCESSIVE REAL ESTATE TAXES AND TO TRANSFER \$147,281.85 FROM THE VILLAGE'S CONTINGENCY FUND TO PAY THE SETTLEMENT AND THEN CHARGE BACK TO THE OTHER TAXING ENTITIES THEIR PORTION OF THE OVERPAID REAL ESTATE TAXES BASED UPON THE WISCONSIN DEPARTMENT OF REVENUE'S PROCEDURES; SECONDED BY SERPE; MOTION CARRIED 3-1 WITH KUMORKIEWICZ DISSENTING.**

- B. Receive Plan Commission recommendation and consider a Conceptual Plan to construct an 11,021 square foot veterinary office on the vacant property generally located on the north side of Prairie Ridge Boulevard west of 88th Avenue within the Prairie Ridge development.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request by Care Animal Hospital for a conceptual plan to construct an 11,021 square foot veterinary office. And this would be on the vacant property generally north of Prairie Ridge Boulevard and just to the west of 88th Avenue identified with the star area on the map. There will be two items on the agenda this evening. There will be a second item as well, the certified survey map, to generally subdivide this particular property. I'd ask if this item could be taken up at the same time. I'll make one presentation, and then separate action can be taken by the Board.

John Steinbrink:

Go ahead, Jean.

**C. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property generally located on the north side of Prairie Ridge Boulevard west of 88th Avenue within the Prairie Ridge development.**

Jean Werbie-Harris:

Okay. So the next item also is a request by David Galowich, and he's with SB1 Pleasant Prairie Wisconsin, LLC. And it's for a certified survey map. And this is to subdivide the property generally located on the north side of Prairie Ridge Boulevard, again, between Highway H or 88th Avenue and 91st Avenue. And this would be to create two lots, Lot 1 and Lot 2. Lot 1 would be the lot that would be considered for the Care Animal Hospital.

Back 2013 a generalized conceptual plan was prepared for this area bounded by 76th Street, Prairie Ridge Boulevard between 88th and 91st Avenues. At that time SB1 put together a concept plan that would identify four different parcels of land to be subsequently divided by them. The first parcel which is directly south of 76th Street that one has already been subdivided, and that property is owned by Dr. Nader Gill. And then the next land division is this one for Care Animal Hospital which includes that wetland. And then they are creating a second lot that actually includes both of these other two properties.

The purpose, again, of the conceptual plan is to lay out potential developments to see how road layouts, lot layouts, cross-access, parking and how buildings could be envisioned to work on a particular property if one property starts to subdivide and develop off so that we can still make the rest of the development work. The request this evening is then for them to have a certified survey map Lot 1 which would be just over 2.161 acres. And, again, this would be for the veterinary clinic. It would also include the wetland on the property. Lot 2 is the balance or the remainder of the property owned by SB1 of 4.880 acres of land. And that's again, abutting 91st Street.

The conceptual plan that was presented before the Plan Commission as part of a public hearing identified that they are proposing an 11,800 approximately square foot veterinary clinic. Care Animal Hospital treats dogs, cats, exotic pets and offers some routine preventative care to orthopedic surgery. And actually I believe they have five veterinarians.

[Inaudible]

Jean Werbie-Harris:

So now you're up to six veterinarians. As you know they are a current veterinary office in Pleasant Prairie just north of Highway 50 off of 74th Street just west of 88th Avenue, kind of west of the PDQ. And they're here to answer any questions that you might have. But as you can see they've kind of pushed their proposed a little bit further to the east, but they do have parking lots on both sides on both the east and on the west. We did do the parking calculation so they do have adequate parking. There are some comments and issues that we do need to get resolved as they move to the next level which would be the detailed site and operational plan. My understanding is that they're

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looking to be working towards that end to build in 2016. But we wanted to just make sure there was more than adequate parking.

A couple of other things I just wanted to point out is their access on the east side is from Prairie Ridge Boulevard. It would provide direct access to the clinic as well as a cross access to the north. And then the western entrance off of Prairie Ridge Boulevard would come in and provide access to this site. And then their private roadway or driveway would curve to the west and then provide access to that other lot that is lying to the west.

And, again, some of this information was presented at Plan Commission. We talked about their clinic hours Monday through Friday and Saturday. The Care Animal Hospital is proposed to be open for emergency patients only up to 24 hours a day on an on-call basis, again, in the event that there is some type of serious illness to someone's pet.

The site and operational plans did identify a prairie style primarily brick building to be located on the property. The number of employees anticipated, and I think this might be up a little bit now, but 38 employees through various working shifts. Approximately 128 to 160 customer visits per day, one to two truck deliveries. There's approximately 71 parking spaces, three handicapped accessible parking spaces. And, again, while they may be beginning in 2016 my understanding is that they would be opening in the fall of 2017 at this point.

As part of our site and operational and conditional use matters that were before the Village Plan Commission they will be submitting for a zoning text amendment for a PUD. They will be looking for a modification to the side setback on the east property line as that is all an open outlot with wetlands and just it's open from there all the way to 88th Avenue. There's a five foot setback instead of a 25 foot setback from the parking lot to that pocket wetland that was created from a broken drain tile that cannot be filled pursuant to State and federal regulations. So it's just like a little pocket of wetlands right in the center of that commercial area. And then they're also looking for a ten foot setback instead of a 25 foot setback, again, to that same wetland area. Again, this wetland is not interconnected to any body of water. It's not interconnected to any shoreland. It's not interconnected to a floodplain. It's just a pocket wetland that exists in the middle of the site.

So with that this is a matter that went before the Village Plan Commission at their last meeting. The Plan Commission recommended conditional approval of the conceptual plan subject to all the comments and conditions as outlined in the staff memorandum. And they also recommended conditional approval of the certified survey map. Again, that's to subdivide this property located on the north side of Prairie Ridge Boulevard between 88th Avenue and 91st Avenue in the Village.

Steve Kumorkiewicz:

I move to approve the conceptual plan with all the conditions stated by the staff.

Michael Serpe:

I'll second.

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John Steinbrink:

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

Dave Klimisch:

In the small print I was reading on something that we had as a Village that's limited to 20 employees per shift. Is that accurate or is that not accurate? I was scrolling through the notes, and I thought something in there said limited to 20 employees per shift. That's not accurate?

Jean Werbie-Harris:

No. I guess one of the things with respect to the parking is that they need to make sure that they have adequate parking for the number of doctors. They are required at all times to have at least five spaces per doctor. If you want to address it. And then in addition they need to have one space per employee. So I'm not sure if there was something that they had in their test.

Russ Brewer:

Russ Brewer, address is 10990 192nd Avenue, Bristol, Wisconsin. Owner of Care Animals Hospital with partner/wife Dr. Wilsey. As far as the employees I think the commentary might have been that we have about 20 employees per working shift. So there may be 20 employees at one time. I don't know that's necessarily a limitation. We're required to have one parking space per doctor plus four extra spaces which would be clients and then one per staff. Right now we're severely limited. We're car pooling from St. Anne's over to our current existing practice. And we took what we need and three plused it so that we shouldn't run out of parking. If I run out of parking I'll need a bigger building. Does that answer your question?

Dave Klimisch:

It is, yeah. It's a growing business, it's a wonderful business. I didn't want it to be limited. I like that there's 71 parking spaces. That's way past that we require. And it's nice that all the work we do as a Village to recruit businesses to move here it's nice when we have an existing business that re-cements their relationship in our community. So moving from Pleasant Prairie to Pleasant Prairie it's good to keep you.

John Steinbrink:

Any further discussion?

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION  
RECOMMENDATION AND APPROVE A CONCEPTUAL PLAN TO CONSTRUCT AN 11,021  
SQUARE FOOT VETERINARY OFFICE ON THE VACANT PROPERTY GENERALLY  
LOCATED ON THE NORTH SIDE OF PRAIRIE RIDGE BOULEVARD WEST OF 88TH**

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**AVENUE WITHIN THE PRAIRIE RIDGE DEVELOPMENT, SUBJECT TO STAFF COMMENTS; SECONDED BY SERPE; MOTION CARRIED 4-0.**

Michael Serpe:

Move approval of certified survey map.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption 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 TO SUBDIVIDE THE PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF PRAIRIE RIDGE BOULEVARD WEST OF 88TH AVENUE WITHIN THE PRAIRIE RIDGE DEVELOPMENT, SUBJECT TO STAFF COMMENTS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

John Steinbrink:

Thank you.

**D. Receive Plan Commission recommendation and consider Ordinance #15-21 for several amendments to Section 420 related to zoning permits required for driveways, time limits for permits, certificates of compliance and the issuance, duration, and approval or denial of sign permits.**

Jean Werbie-Harris:

Mr. President and members of the Board, on March 23rd the Board had adopted Resolution 15-10 to initiate some amendments to the Village zoning ordinance to re-evaluate and to amend the zoning procedures for zoning and sign permits related to submittal requirements, time limits and notification of approval and denial of both zoning and sign permits.

So with that I'd like to just go through these amendments. They were part of a public hearing that were presented to the Village Plan Commission at their last meeting. The first is to amend Section 420-22A (1), and that's related to requiring a zoning permit for a driveway. In the past driveway permits were specific in the building code. This requirement has been relocated to the zoning ordinance.

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Two, to amend Section 420-22 J (2) (b) related to changing the time limits for zoning permits from 6 months to 12 months. We did this to have them coincide with the building permit time frame. Three, to amend Section 420-22 J (2) (e) related to changing the time limits for sign permits from 120 days to 12 months, again, also to coincide with the time frame for building permits.

Number four, to amend Section 420-24 C and D related to modifying the certificate of compliance. This changes the clarification since some of the projects are issues a certificate of occupancy, and some are issued a certificate of compliance. So in addition this amendment clarifies that a verbal occupancy can also be referred to as a temporary occupancy. We needed to do this in order to make the terminology between the building code and the zoning code consistent.

And number five to amend Section 420-64 A and B, and this is related to approving or denying a sign permit application. The amendment will require that the applicant be informed in writing by first class mail, email or by fax only if the sign permits is denied. Currently the way the language is written we have to send an approval letter every time it's approved, and that's just kind of a waste of staff time and resources. So they're primarily concerned if it's denied and for what reasons, and so we will continue to send a letter for that purpose.

Number six to amend Section 420-65 related to the issuance of a sign permit to indicate that a permit shall be issued only upon the payment of any sign inspection fees. And number seven to amend Section 420-69 A relating to changing the duration of the sign permit so that it's valid for 12 months, again, in order to coincide with the building permit. With that the staff recommends approval of all the text amendments as presented.

Dave Klimisch:

I'm impressed with the detail work, and I move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #15-21 FOR SEVERAL AMENDMENTS TO SECTION 420 RELATED TO ZONING PERMITS REQUIRED FOR DRIVEWAYS, TIME LIMITS FOR PERMITS, CERTIFICATES OF COMPLIANCE AND THE ISSUANCE, DURATION, AND APPROVAL OR DENIAL OF SIGN PERMITS; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**E. Consider award of contract for the 2015 Sanitary Sewer Rehabilitation.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this year again we put out for bid the rehabilitation project for the sewer utility. And this is really encompassing the final mainlining within the Cooper Road basin and grouting all of the laterals, 200 plus laterals within that drainage basin. And the moving onto our next section which is out by Highway 50 and I-94. And so we had received three bids for this project. The low bid that came in was Michels Corporation at just over \$297,000, Visu-Sewer who has been doing the project every year in the past \$352,000, and then Terra Engineering and Construction came in at \$346,000.

The budget for this project was \$242,000. Went through and evaluated the line items, and for some reason the mobilization jumped up quite a bit. I'm not sure why. But because of that increase we are looking at decreasing one of the sections off and just bumping it to the 2016 project here which would give us a project total of approval of \$238,563.25.

I'll just take a little bit of time here and kind of explain what we have going on on the slides. The whole process of sewer lining in a clay main is it's something -- there's different ways that you can rehab a main. You can either go through and the most common way or what's done historically you'll go down and you'll excavate the road. The sewer's normally down very deep. It's a very intrusive project that you have. It really disrupts the neighborhood. And it's very costly because I have to go through and put down stone backfill and redo all the road and do all the traffic control and everything else.

Something that we've been doing I believe this is our fifth year we've been doing the sewer main lining where you can see there's a large truck that keeps the liner -- there's an epoxy coating that's rolled through the liner, and then that liner is forced through the main. It's actually inverted. It's cured with water. And then the holes reach the laterals. There's a little robot that goes in the main and it cuts the holes out for the laterals in the process and continues from main to main.

I have an example of what the liner looks like before the epoxy and when it's cured. If you like I can pass it around to the Board members. And so this is the liner before it's installed in the main. The outside of the liner is really the inside of the pipe. And so when the epoxy coating is put in through the inside it's inverted and it goes through the pipe, and so then the epoxy is on the outside. And so when that liner is cured it becomes into a structure component like what Tom is going to run up to you. And then when this goes within the pipe you can kind of see the liner how it fits within a pipe. And it really does a good job of sealing all of the spaces that you may have within the main. And so these are just a couple items that I picked up at some trade shows that we've gone through. And it just kind of gives you a little bit of a representation of what it looks like.

Next slide, Jean. The area that we're looking at finishing up the main and then grouting all the individual laterals is in this Cooper Road section. Since we started this project we've noticed a

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significant decrease of infiltration during large rain events, and the duration after the rain events is quite a bit shorter when it comes back to normal.

Next slide please. The area that we have bid out you can it's the area that comes from Walgreens and the hotel and the gas station up in the blue highlighted area up in the top left of your screen through here. And this is really a swampy, marshy area. We have done some video investigation and some floor recording, and we noticed that there is some high infiltration in this area. But there are no areas to grout, but we are looking at relining these mains. And then the other section that we were looking at starting is this River Oaks lower Chateau area.

Next slide please. But because of the cost estimates how they came in high we're looking at keeping this within the program and moving this section to the 2016 budget year. And this is the bid tabulation in about as small of print as we could find it looks like. And it does show all the line items, Michels, Terra Engineering and Visu-Sewer coming in.

One other thing that we're adding to this program last year is epoxy coating some of the sewer vaults that we have. We have some large vaults that lift station mains discharge into. And inherently within the lift station discharge is a lot of hydrogen sulfide gas. The hydrogen sulfide gas really eats away at the concrete. And so two of the vaults that we have, one of the vaults is where the LakeView lift station discharges at, and South Central and 73, one lift station around the 6400 block of 165. And that really has been deteriorated. That vault is probably over 20 years old.

And then the other one is our 7th Avenue metering pit where a majority of the flow of the Village ends up around the 8500 block of 7th Avenue. And that vault has also really been aging and deteriorating. So we're looking at making repairs on the cement vault and then epoxy coating to keep the hydrogen sulfide from deteriorating that any more. And then the total scope of this project is \$238,563.25. I can answer any questions you may have.

Michael Serpe:

John, I give you credit for the aggression that you're going after the I & I problems with the Village, and that's been going on for quite a while. I just have a question here. Do we know if the City is as aggressive as Public Works is on taking care of the I & I problems?

Mike Pollocoff:

We know they're not.

Michael Serpe:

They're not. And the reason I ask that, and I expected that answer, we're getting hit with a three percent increase in the sewer charges. And we're addressing massive I & I problems and the City is not. So what we're doing is we're funding the extra work that goes into treating the sewage that goes into the City. Less from us, more from them, but we're going to get charged extra because they refused to take care of their own problems. Just a thought.



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Mike Pollocoff:

One thing I want to mention, and its good news in the sense that the price of lining has been coming down over time. Even though we've got a disparity in numbers here there was a time when really the only financial turn that was to relay it and get it in, the way they went about doing the lining and making some of the cuts for laterals and things like that just weren't efficient. And it's getting to be more and more. Right now there's no call on this. Lining it is way better than digging up the main. If we thought there was some horrible structure problem that the main couldn't hold an insert. But as we go through the budgets this year and next year and going forward my goal is to attack as many as we can and then start working on the laterals to get that done as well.

As far as your comment about the City I think there's going to be a point if they really -- in fact, I'd like to see if they do what they say where they're going to come back every year for a rate increase I think we may want to challenge the next one at the Public Service Commission.

Michael Serpe:

I think we're building a good case for a challenge. I really do.

Dave Klimisch:

I have a question, John. The life expectancy of this epoxy liner I'm guessing is 50, 60, 70 years?'

John Steinbrink, Jr.:

Yeah, it's well over 50 years. I mean some studies are even showing in 80 or 100 years. But since it's probably only a 15 or 20 year old process it's really hard to tell. But they're estimating it at well over a 50 year life span.

Dave Klimisch:

And at the end of the process none of the sewage or gases will touch the concrete anymore? The concrete will just hold the liner in place?

John Steinbrink, Jr.:

Right, right, that is correct, 100 percent of the flow will go through that liner.

Dave Klimisch:

Okay. And for the time line of the project, for the liner, if we had to tear up the pipe in the old days is this --

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John Steinbrink, Jr.:

It would be a whole construction season. This is something that's done relatively within a one week time duration. And honestly besides the truck and a couple of vehicles that are there people really don't have an idea of what's going on. Because really everything is done underground with cameras in the sanitary sewer main.

Dave Klimisch:

It's a small team sitting in the truck.

John Steinbrink, Jr.:

Right, that's correct.

Dave Klimisch:

And the machines keep sending the liner down.

John Steinbrink, Jr.:

Yes, you're correct.

John Steinbrink:

So even if the exterior pipe totally deteriorates you have structurally sufficient pipes after this cures.

John Steinbrink, Jr.:

Yeah, as the one sample that I passed around I kind of showed the pipe as it is cured really has the same structure as new schedule 40 PVC pipe.

Dave Klimisch:

And how long does it take to cure roughly?

John Steinbrink, Jr.:

I believe it's a four hour cure time.

Michael Serpe:

John, I'd move approval of the award for \$238,563.25 to Michels.

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Dave Klimisch:

I'll second it.

John Steinbrink:

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

**SERPE MOVED TO AWARD A CONTRACT TO MICHELS CORPORATION IN THE AMOUNT OF \$238,563.25 FOR THE 2015 SANITARY SEWER REHABILITATION PROJECT; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

**F. Consider Resolution #15-22 to dispose of surplus vehicles.**

John Steinbrink, Jr.:

Mr. President and members of the Board, we are asking for approval for disposal of two vehicles. I believe that van has seen pretty much every department within the Village. I'm sure at one point it was even Mike's van and assessing van and public works van and maybe RecPlex van and IT van. So everyone has had a chance to drive it. And then the last one is a 1987 trailer that we really welded and rebuilt and done everything that we can do with it. And we just don't feel that it's structurally sound for the use that we have for it anymore. And so we are asking Board approval to bring these two items to auction.

Dave Klimisch:

Have they already been replaced?

John Steinbrink, Jr.:

We do not have a replacement trailer, but we do have one in the budget for 2016, and we'll be fine until that time. We're very good at recycling vehicles within our Village fleet. And so the department that has this van will be reissued another used vehicle in better condition than this one.

Dave Klimisch:

I move approval.

Michael Serpe:

Second.

John Steinbrink:

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Motion by Dave, second by Mike. And I think, Jane, you drove this once, didn't you? Any further discussion?

**KLIMISCH MOVED TO ADOPT RESOLUTION #15-22 TO DISPOSE OF SURPLUS VEHICLES; SECONDED BY SERPE; MOTION CARRIED 4-0.**

**G. Consider a draw on the Letter of Credit for the Vintage Parc development located at the southeast corner of STH 165 and Old Green Bay Road.**

Mike Pollocoff:

Mr. President, I request the Board authorize a draw to be made on this letter of credit.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion on this item?

**SERPE MOVED TO APPROVE A DRAW ON THE LETTER OF CREDIT FOR THE VINTAGE PARC DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF STH 165 AND OLD GREEN BAY ROAD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**H. Consider a draw on the Letter of Credit for the Bain Station Crossing development located at the northeast corner of Bain Station Road and 88<sup>th</sup> Avenue.**

Michael Serpe:

Move to remove Item H from the agenda.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike and second by Steve to remove Item H from the agenda. Any discussion on this?

Village Board Meeting  
July 6, 2015

**SERPE MOVED TO REMOVE ITEM H FROM THE AGENDA; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**I. Consider Trick or Treat Date and Time - Saturday, October 31, 2015 3-6 p.m.**

Mike Pollocoff:

The state is giving you total control on this so have fun.

Jane Romanowski:

This date and time coincides with the City this year.

Dave Klimisch:

It would be nice just to keep that every year, Saturday, October 31. I'll move approval so my kids are happy.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Dave, second by Steve. Any discussion? I think it's going to make more than your kids happy. It's going to make all your neighbors happy, too.

**KLIMISCH MOVED TO SCHEDULE TRICK OR TREAT IN THE VILLAGE ON SATURDAY, OCTOBER 31, 2015 FROM 3-6 P.M.; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**9. VILLAGE BOARD COMMENTS – None.**

**10. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(E) TO DELIBERATE OR NEGOTIATE THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.**

John Steinbrink:

The Board will return to open session for the purpose of adjournment only.

Michael Serpe:

Village Board Meeting  
July 6, 2015

So moved, roll call.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve, and a roll call.

Michael Serpe:

Aye.

Dave Klimisch:

Aye.

Steve Kumorkiewicz:

Aye.

**SERPE MOVED TO ENTER INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(E) TO DELIBERATE OR NEGOTIATE THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – SERPE – AYE; KLIMISCH – AYE; KUMORKIEWICZ – AYE; STEINBRINK – AYE; MOTION CARRIED 4-0.**

John Steinbrink:

Motion carries four zip. That concludes this evening's business. As I said we will return to open session for the purpose of adjournment only. No other business would be conducted.

## **11. RETURN TO OPEN SESSION AND ADJOURNMENT**

After discussion, **SERPE MOVED TO RETURN TO OPEN SESSION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – SERPE – AYE; KLIMISCH – AYE; KUMORKIEWICZ – AYE; STEINBRINK – AYE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:50 P.M.**

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

Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent for approval of a **Certified Survey Map** to subdivide the property generally located at the southeast corner of STH 50 and 94<sup>th</sup> 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.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of July 20, 2015.

Consider a **Ord. #15-22** for a **Zoning Text Amendment** at the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent 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 94<sup>th</sup> Avenue within the Prairie Ridge development.

**Recommendation:** On July 13, 2015 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendment** as presented.

## VILLAGE STAFF REPORT OF JULY 20, 2015

Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent for approval of a **Certified Survey Map** to subdivide the property generally located at the southeast corner of STH 50 and 94<sup>th</sup> 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.

Consider a **Ord. #15-22** for a **Zoning Text Amendment** at the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent 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 94<sup>th</sup> Avenue within the Prairie Ridge development.

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

*The petitioner is requesting several approvals for the development of the 2.01 acre site located at the southeast corner of STH 50 and 94<sup>th</sup> Avenue (Outlot 21 of Prairie Ridge Subdivision) based on the Conceptual Plan that was conditionally approved by the Village Board on June 1, 2015 for the development of two (2) retail/restaurant buildings on the property generally located at the southeast corner of STH 50 (75<sup>th</sup> Street) and 94<sup>th</sup> Avenue within the Prairie Ridge development.*

*On July 13, 2015 the Plan Commission conditionally approved Preliminary Site and Operational Plans for the petitioner to begin mass grading, underground utilities and footing and foundations for the development to be known as The Bulls-Eye development. The approvals being considered by the Village Board at this meeting include a Certified Survey Map and a Zoning Text Amendment.*

**Certified Survey Map:** Outlot 21 of the Prairie Ridge development located at the southeast corner of STH 50 (75<sup>th</sup> Street) and 94<sup>th</sup> Avenue is proposed to be subdivided into two (2) parcels.

Lot 1 is proposed to be 1.042 acres with frontage on 76<sup>th</sup> Street, 94<sup>th</sup> Avenue and STH 50.

Lot 2 is proposed to be 0.969 acre with frontage on both 76<sup>th</sup> Street and STH 50.

Although both lots have frontage on STH 50 there is no direct access to STH 50. In addition Lot 1 will have no direct access to 94<sup>th</sup> Avenue or 76<sup>th</sup> Street. Access for Lot 1 will be through a common access located partially on Lot 2 and partially on the adjacent Outlot 20. (The Dedicated Ingress/Egress, Cross Access and Maintenance Easements shall be revised on the CSM to match the location as shown on the Preliminary Site and Operational Plans and the Conceptual Plan as conditionally approved by the Village Board on June 1, 2015).

Lot 1 is proposed to be developed with a 6,330 square foot multi-tenant restaurant/retail building and will be utilized by two (2) tenants.

Lot 2 is proposed to be developed with a 7,248 square foot multi-tenant restaurant/retail/office building and will be utilized by three (3) tenants.



**Zoning Text Amendment:** The property is currently zoned B-2 (PUD), Community Business, with a Planned Unit Development Overlay. The existing signage PUD on the property relates to the PUD for the entire Prairie Ridge commercial development that allows for several entry-monument signs throughout the Prairie Ridge development.

The proposed Zoning Text Amendment is provided in a separate PUD for The Bulls-Eye development for these two properties. The PUD will allow some dimensional variations for this development provided that there is a community benefit. The community benefits proposed in consideration of the PUD lot size reduction, along with other PUD modifications as discussed below will include the requirement that both buildings constructed on Outlot 21 will comply with Section 180 Fire and Rescue Protection, the Fire & Rescue Dept. comments and the installation of fire sprinklers; will comply with Section 410 of the Village Municipal Code related to the installation, ownership and maintenance of a Digital Security Imaging System (DSIS); the land owner (SB1) will prepare and record separate Declaration of Easement and Restrictions covering cross access, parking, site and building maintenance and land uses for the Outlot 20 and Outlot 21 properties; and will have enhanced architectural design features and increased amounts/sizes of landscaping.

The ***attached*** PUD includes the following modifications to the Zoning Ordinance:

- To reduce the lot size from 2 acres per lot to: Lot 1 – 1.042 acres and Lot 2 – 0.969 acre;
- To reduce the open space from 30% to 24%;
- To reduce the street setback from 40 feet to 31 feet (prior to additional right-of-way being needed by WI DOT for future widening of 94<sup>th</sup> Avenue with the reconstruction of STH 50);
- To reduce the side setback between Outlots 20 and 21 to 27 feet rather than a 30 foot setback;
- To allow a zero foot parking setback from the interior lot lines (between Lots 1 and 2 of the proposed CSM and to the adjacent Outlot 20 instead of the require 10 foot setback to allow for shared cross access;
- To allow for a 15 foot setback of the parking lot (maneuvering lane) from the 76<sup>th</sup> Street where a 20 foot setback is required;
- To allow for reduced side lot line setbacks from 10 feet to 5 feet for the Primary Monument signs for the development. The Primary Monument signs are required to be setback a minimum of 10 feet (maximum sign height) from the side property line and at least 5 feet will be required due to the 5 foot landscaping area required around the signs. The Village will not permit two identical signs with the exact same message or tenant names. The maximum size of the Primary Monument signs abutting STH 50 shall be 10 feet in height from grade (berms shall not be allowed in order to increase the sign height);
- To allow for the spacing separation for the driveways on 76<sup>th</sup> Street to be reduced from 105 feet to 103 feet as measured from driveway center line to driveway center line; and
- To allow for modification of the total amount of square footage for building wall signage per tenant similar to other commercial multi-tenant developments in Prairie Ridge.

**Preliminary Site and Operational Plans:** As stated above the Plan Commission conditionally approved Preliminary Site and Operational Plans for the petitioner to begin mass grading, install underground utilities and install early footing and foundations for both

buildings. Prior to issuance of building permits, Final Site and Operational Plans (including a Conditional Use Permit for the drive thru) will be required to be submitted. In addition, with the submittal and Village staff review of the DSIS plan and specifications, the required DSIS Agreement and Easement will be drafted and considered as part of the Final Site and Operational Plans.

Two (2) multi-tenant restaurant/retail buildings are proposed to be developed:

- Lot 1 is proposed to be developed with a 6,330 square foot multi-tenant restaurant/retail building and will be utilized by two (2) tenants.
- Lot 2 is proposed to be developed with a 7,248 square foot multi-tenant restaurant/retail/office building and will be utilized by three (3) tenants.

As noted previously, Lots 1 and 2 of the proposed CSM will share 1 access driveway to 76<sup>th</sup> Street on the east side of Lot 2. This driveway will also provide a future access to the development of the adjacent Outlot 20 pursuant to the Conceptual Plan as conditionally approved by the Village Board on June 1, 2015. A second 76<sup>th</sup> Street driveway will access Outlot 20 (to the east) and provide cross access through the development area north of the 76<sup>th</sup> Street between 91<sup>st</sup> and 94<sup>th</sup> Avenues.

There are no users to be announced at this time; however, when specific users and tenants are identified, the detailed Final Site and Operational Plans will be required to be submitted for each building so that the parking ratios will be evaluated to ensure compliance with the Village parking regulations.

The number of parking spaces needed by the future retail and restaurant tenants pursuant to the Village parking requirements is listed below:

- Restaurants require a minimum of one (1) space for each 100 square feet of floor area plus one (1) space for every two (2) employees on the largest work shift. (Per the site and operational plan narrative 83 spaces are required).
- Retail stores require a minimum of one (1) space for each 200 feet of primary floor area plus one (1) space for every two (2) employees. (Per the site and operational plan 16 spaces are required).
- Medical and dental offices require a minimum five (5) spaces for every doctor plus one (1) space for every employee. (Per the site and operational plan 10 spaces are required).

In addition, to these minimum parking spaces, five (5) handicapped accessible parking spaces are required by the State Code.

The Preliminary Site and Operational Plans indicate 109 parking spaces (which includes five (5) handicapped accessible spaces). The Parking Calculations in the Site Data Table verify that the parking count for the site is deficient. The total number of parking spaces required is 109, plus 5 handicapped accessible parking spaces, or a total of 114 spaces are needed. (The Site Data Table on Sheet C-3 needs to be corrected to reflect the actual square footages and number of employees as reflected in the written narrative).

Although the Ordinance provides the parking minimums and since there is not enough parking being provided on the site (short at least 5 spaces) and the Village will not allow parking on the adjacent 94<sup>th</sup> Avenue or 76<sup>th</sup> Street, the petitioner is proposing to enter into cross access parking agreement with St. Anne Catholic Church. A draft easement has been provided to the Village for comments. The parking easement agreement (for 30 spaces) with St. Anne will require the employees (30 employees have been identified to be working at The Bulls-Eye development) which would need to carpool and park at the church's lot.

A second option is to enter into a cross access parking and access easement for parking/pedestrians with Costco. This agreement has not yet been confirmed. However, to address the potential adjacent cross access parking with Costco, a sidewalk shall be extended to align with the Costco sidewalk connection, along with pavement markings and signage at the developer's cost. This would provide for a mid-block crossing of pedestrians from the Costco parking area to the Outlots 21 and 20 developments.

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to conditionally approve the **Certified Survey Map** subject to the above comments and the following conditions:

1. The ***attached*** changes and attached Dedication and Easement Provisions and Restrictive Covenants shall be added to the CSM.
2. Any outstanding taxes or special assessments shall be paid prior to recording the CSM. Pursuant to the Village records there are taxes of **\$5,970.22** due by July 31, 2015. There is also an outstanding STH 50 transportation improvement assessment due in the amount of **\$126,955.62**.
3. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board's approval and prior to issuance of building permit.

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to conditionally approve the **Zoning Text Amendment (Ord. #15-22)** as presented.

## THE BULLS-EYE - ADDITIONAL LANGUAGE to be added to the CSM

### DEDICATION AND EASEMENT LANGUAGE

#### 1. DEDICATED PUBLIC STREET

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

The adjacent Lot Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities, maintenance of the private storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the

terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals.

## **RESTRICTIVE COVENANTS**

1. The Owner hereby covenants that the Dedicated Vision Triangle Easement areas shown on Lot 1 of this CSM hereby places restrictions on the referenced land because of the location of these Easements which were given, granted and conveyed by the Owner to maintain a clear sight line of vision at the 94th Avenue and 76th Street and Prairie Ridge Boulevard intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
2. The Owner hereby covenants that the Lot 1 and 2 Owners shall have the obligation of planting, maintaining and replacing the Street Trees located within the 91st and 94th Avenues, 76th Street and Prairie Ridge Boulevard rights-of-way shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the respective Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot 1 and Lot 2 Owners, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly by the Lot Owners, without compensation, and to the satisfaction of the Village.
3. The Owner hereby covenants that the Lot 1 and 2 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals, without compensation, and to the satisfaction of the Village.

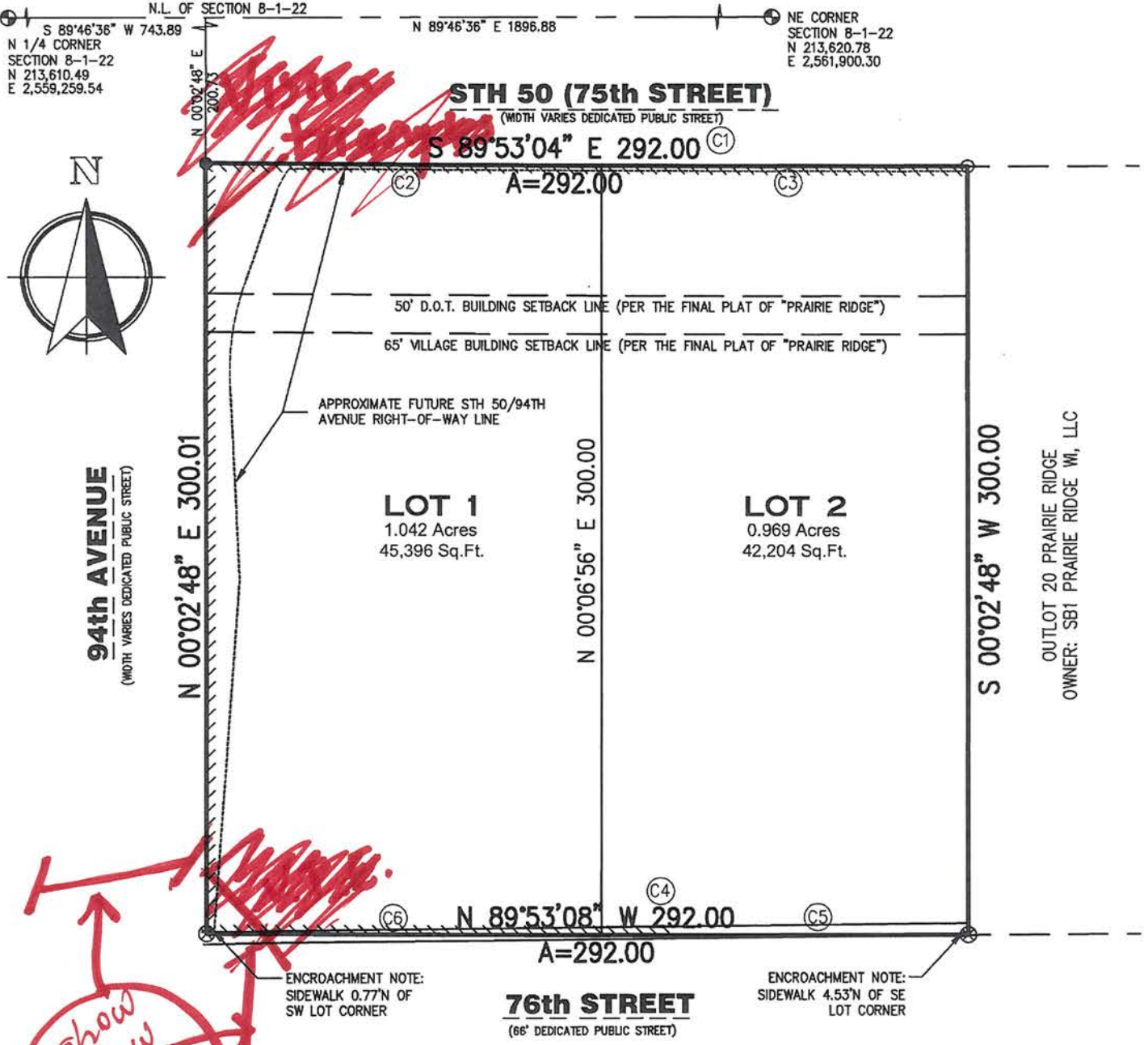


JUN 12 2015

PLEASANT PRAIRIE

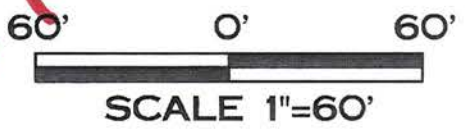
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



*show r-o-w widths*

*show cost to driveway on sheets*



WISCONSIN  
MARK R. MADSEN  
LAND SURVEYOR  
6-12-15

NOTES:  
ZONING OF PARCEL IS B-2 (PUD)  
OWNER/LAND DIVIDER: OLDACRE McDONALD, LLC  
5819 BRISTLECONE CT., ST. LOUIS, MO 63129  
SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

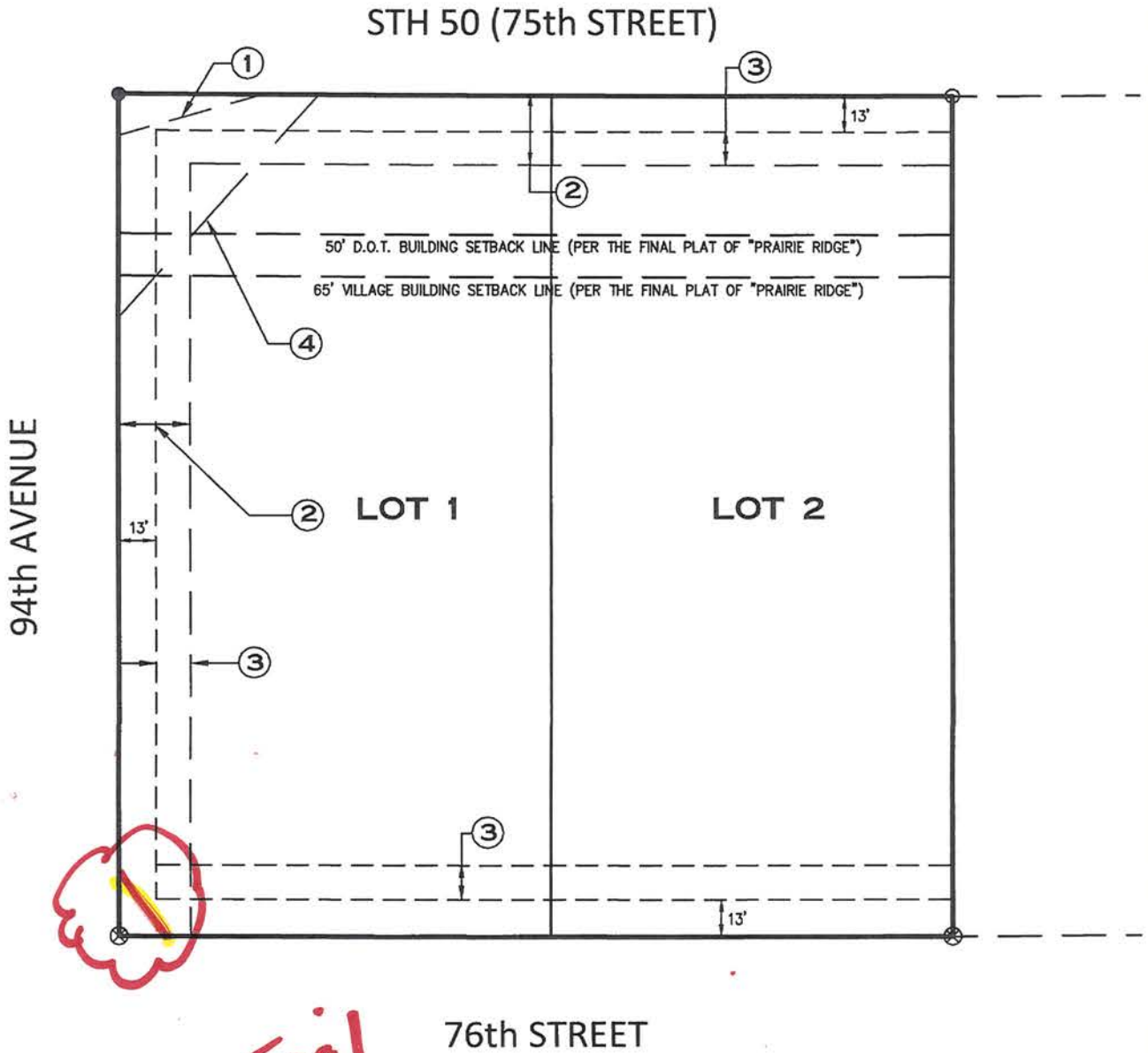
- LEGEND:
- ⊗ CHISEL "+"
  - 1" O.D. IRON PIPE FOUND
  - 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
  - ⊕ 6" CONC. MON. W/ BRASS CAP FOUND
  - //// NO VEHICULAR ACCESS

Date: June 12, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2015.0011.01

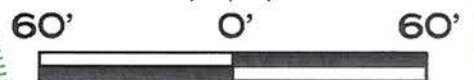
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## EASEMENTS AND RESTRICTIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE SUBDIVISION PLAT



- ① 15'x50' V.T.E DEDICATED VISION TRIANGLE EASEMENT PER VILLAGE ORDINANCE (ILLUST. #2, SEC. 12-13-1). (PER PLAT OF PRAIRIE RIDGE)
- ② 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER PLAT OF PRAIRIE RIDGE)
- ③ 12' WIDE DEDICATED UTILITY EASEMENT AREAS TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH, AND TIME WARNER CABLE (PER THE FINAL PLAT OF "PRAIRIE RIDGE")
- ④ 70'x80' DEDICATED ENTRY MONUMENT EASEMENT (PER THE FINAL PLAT OF "PRAIRIE RIDGE")



SCALE 1"=60'

Date: June 12, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2015.0011.01

MARK R. MADSEN  
 271  
 LAND SURVEYOR  
 6-12-15



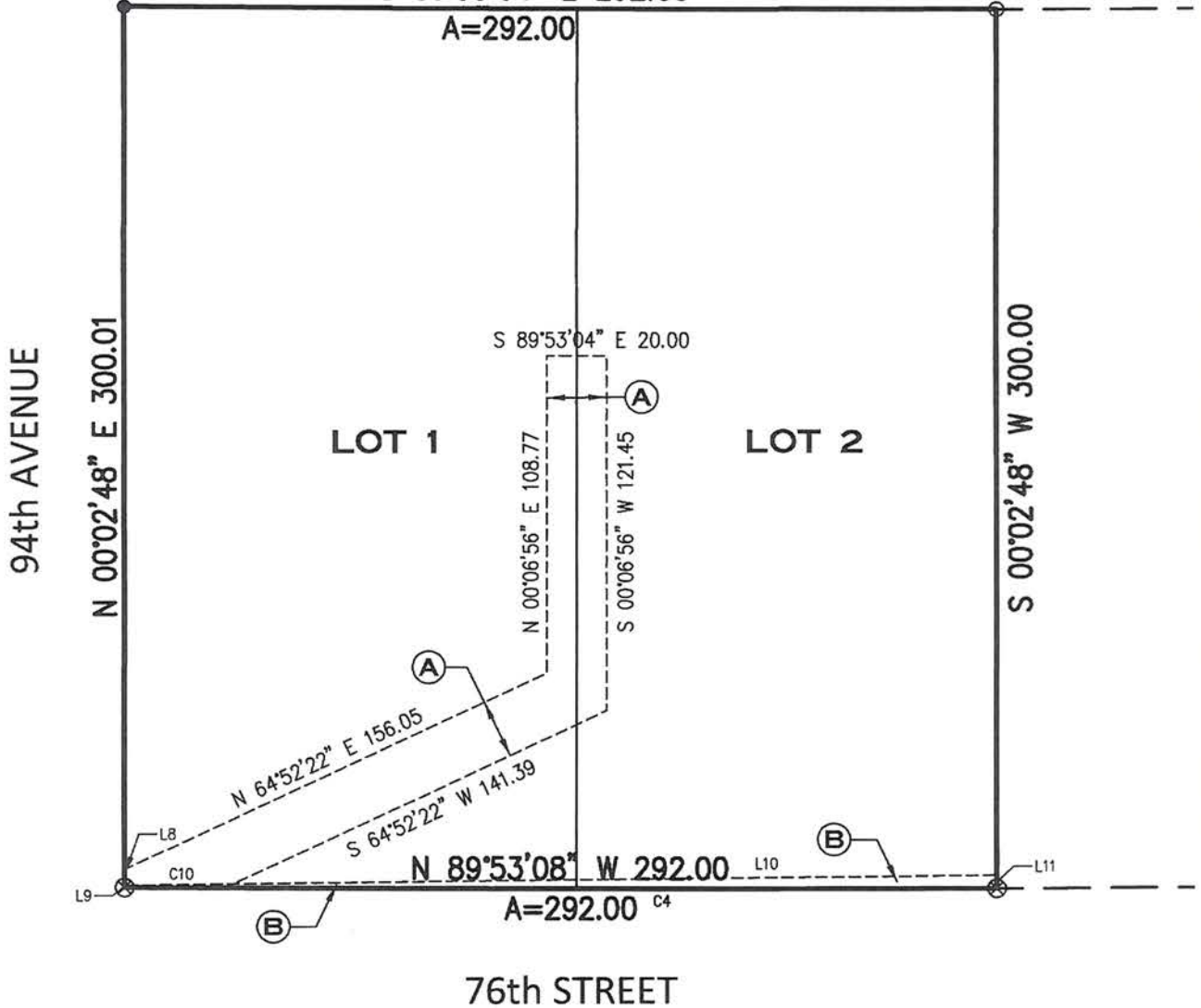
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**NEW EASEMENT DEDICATIONS**  
**DEDICATED 20' WIDE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT**

**DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT**

STH 50 (75th STREET)  
 S 89°53'04" E 292.00



- (A) 20' WIDE DEDICATED STORM WATER DRAINAGE, ACCESS, AND MAINTENANCE EASEMENT.
- (B) DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT.



**SCALE 1"=150'**

Date: June 12, 2015  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2015.0011.01





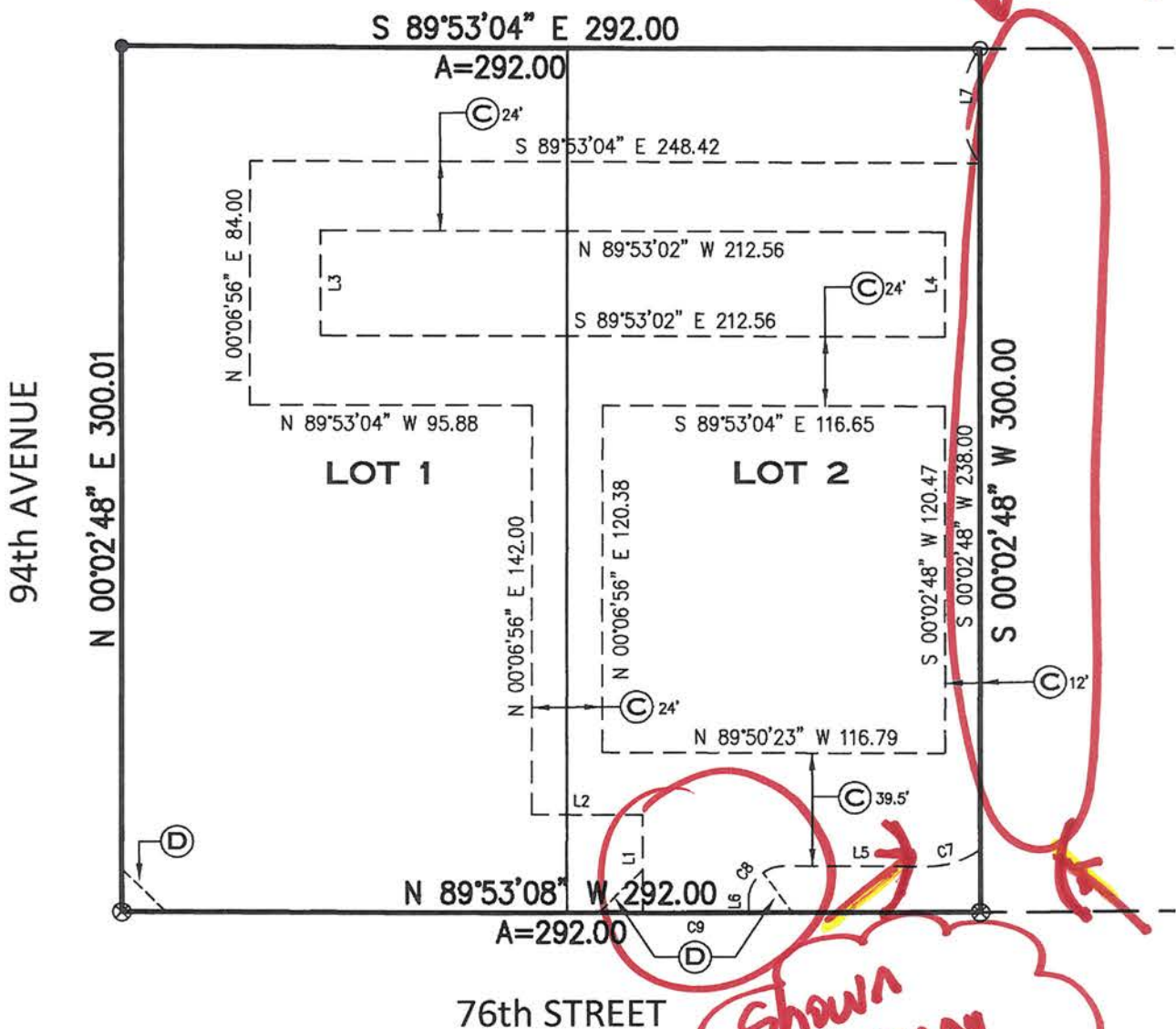
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## NEW EASEMENT DEDICATIONS DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT

### 15'x15' VISION TRIANGLE EASEMENT

STH 50 (75th STREET)



Ⓒ DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.

Ⓓ 15'x15' DEDICATED VISION TRIANGLE EASEMENT.



Date: June 12, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2015.0011.01



SCALE 1"=150'

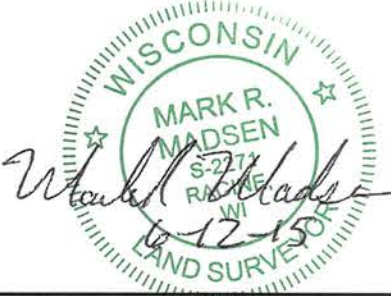
SHEET 4 OF 11 SHEETS

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Boundary Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	0°43'39"	22998.33	292.00	146.00	S89° 53' 04"E	292.00	S89°31'15"E N89°45'06"E
C2	0°22'39"	22998.33	151.50	75.75	S89° 42' 34"E	151.50	S89°31'15"E S89°53'54"E
C3	0°21'00"	22998.33	140.50	70.25	N89° 55' 36"E	140.50	S89°53'54"E N89°45'06"E
C4	0°43'05"	23295.47	292.00	146.00	N89° 53' 08"W	292.00	N89°31'36"W S89°45'19"W
C5	0°20'47"	23295.47	140.86	70.43	S89° 55' 42"W	140.86	N89°53'54"W S89°45'19"W
C6	0°22'18"	23295.47	151.14	75.57	N89° 42' 45"W	151.14	N89°31'36"W N89°53'54"W

Ingress-Egress Line Table		
Line #	Length	Direction
L1	34.38	N00° 00' 26"W
L2	37.75	N89° 53' 04"W
L3	36.00	N00° 06' 56"E
L4	36.00	S00° 06' 56"W
L5	49.20	N89° 50' 23"W
L6	4.11	S00° 00' 26"E
L7	40.05	S00° 02' 48"W



Ingress-Egress Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C7	37°07'57"	29.50	19.12	9.91	S71° 35' 39"W	18.79	N89°50'23"W S53°01'40"W
C8	90°10'04"	12.00	18.88	12.04	S45° 04' 35"W	17.00	S00°00'26"E N89°50'23"W
C9	0°05'19"	23295.47	36.00	18.00	S89° 59' 38"W	36.00	N89°57'43"W S89°56'59"W

Storm Easement Line Table		
Line #	Length	Direction
L8	6.25	N00° 02' 48"E

Storm Easement Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C10	0°04'54"	23295.47	33.25	16.63	N89° 34' 03"W	33.25	N89°31'36"W N89°36'30"W

Sidewalk Easement Line Table		
Line #	Length	Direction
L9	0.74	N00° 02' 48"E
L10	292.02	N89° 22' 10"E
L11	4.53	S00° 02' 48"W

Sidewalk Easement Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C4	0°43'05"	23295.47	292.00	146.00	N89° 53' 08"W	292.00	N89°31'36"W S89°45'19"W

Date: June 12, 2015  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2015.0011.01



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

**BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS  
PREVIOUSLY RECORDED ON PRAIRIE RIDGE  
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

*The Final Plat of*

**15' X 50' DEDICATED VISION TRIANGLE EASEMENT  
(EASEMENT 1 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)**

*K.F.P.O.F.*

Nonexclusive easements coextensive with the areas shown as a 15'x50' Dedicated Vision Triangle Easement on Lot 1 of this CSM have been dedicated, given, granted and conveyed by V.K. Development Corporation to the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x50' Dedicated Vision Triangle Easement area between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

**25' DEDICATED PLANTING AND LANDSCAPE EASEMENT  
(EASEMENT 2 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)**

*K.F.P.O.F.*

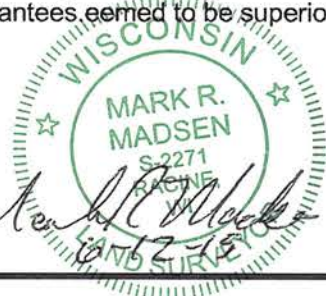
Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as a 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area were dedicated, given, granted and conveyed by V.K. Development Corporation to the Owner of Lot 1 and 2 of this CSM and the Village for the purposes of grading, planting and installing trees, shrubs and other landscape elements and all related ingress and egress, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village with respect to the 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner of Lot 1 and 2 of this CSM shall be responsible for all costs associated with grading, planting and installing trees, shrubs and other landscape elements and all related replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.

**DEDICATED UTILITY EASEMENT AREAS  
(EASEMENT 3 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)**

*Added* *Dedicated Public Street (5 - Previously Dedicated on P.R.F.P.)*

*K.F.P.O.F.*

Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as Dedicated Utility Easement Areas have been dedicated, given, granted and conveyed by V.K. Development Corporation to Wisconsin Electric Power Company, AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots (or portions thereof) as shown on this CSM and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more that four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Lot Owner(s) shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Lot Owner(s) and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees deemed to be superior.





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

**BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

**DEDICATION AND EASEMENT PROVISIONS  
PREVIOUSLY RECORDED ON PRAIRIE RIDGE  
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

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

*leave*

**70'x80' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT  
(EASEMENT 4 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)**

Nonexclusive easements coextensive with the area shown as a 70' X 80' Dedicated Monument Sign, Access and Maintenance Easement on Lot 1 of this CSM has been dedicated, given, granted and conveyed by V.K. Development Corporation for the purposes of placing, constructing, installing, repairing, replacing and maintaining monument signage benefiting businesses elsewhere within Prairie Ridge; and for all ingress, egress, planting, installing, replacing and maintaining related landscape elements. This Dedicated Monument Sign, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot Owner as will not interfere with the improvements, uses and purposes of the Lot Owner and the Village as it relates to the easement. In the event of any conflict between the rights of the Lot Owner, the rights of the Village and the rights of other entities with respect to the Dedicated Monument Sign, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The easement rights include the perpetual right to enter upon Lot 1 of this CSM within the Dedicated Monument Sign, Access and Maintenance Easement area at any time that it may see fit, to use, maintain, repair, alter or reconstruct the monument signs and related improvements.





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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**NEW EASEMENT DEDICATIONS**

**20' WIDE DEDICATED PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT (A)**

*Dev. by (s)*

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement on Lots 1 and 2 of this CSM is hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1 and 2 and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of Lots 1 and 2 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owner(s) of Lots 1 and 2 as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the Owner(s) of Lots 1 and 2 or other entities with respect to the 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The ~~Owner / Land Divider~~ shall be responsible for all costs associated with the construction and maintenance of the storm sewer and drainageway improvements contained within the exclusive easement ~~until such time as such maintenance responsibility is transferred to the Association.~~ Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against Lots 1 and 2 and any other properties using the easement area or said improvements.

The easement rights include the right to enter upon Lots 1 and 2 within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Lots 1 and 2, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

This grant is further subject to the condition that the Owner(s) of Lots 1 and 2 shall, at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Owner(s) of Lots 1 and 2 shall restore the easement area to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements requiring repair resulting from such reconstruction and repair.





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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NEW EASEMENT DEDICATIONS

snow removal

Dedicated Public Street

DEDICATED SIDEWALK, ACCESS AND MAINTENANCE EASEMENT (B)

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Sidewalk, Access and Maintenance Easement on Lots 1 and 2 of this CSM is hereby dedicated, given, granted and conveyed by Owner / Land Divider to the Owner(s) of Lots 1 and 2 of this CSM and the Village for public pedestrian walkway, bicycle, access, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This dedicated Sidewalk, Access and Maintenance Easement shall be exclusive, except for: (1) the Dedicated Planting and Landscape Easement as dedicated on Plat of Prairie Ridge with respect to the same area or any portion thereof and (2) the Owner's use, planting and irrigating, care and maintenance of the Sidewalk, Access and Maintenance Easement area on Lots 1 and 2, as it will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect to this Easement, the Village's rights under this Easement shall be deemed to be superior.

DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENT (C)

snow removal

with obligation for the Final

Nonexclusive easements coextensive with the area shown as a Dedicated Ingress, Egress and Cross Access Easement on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1 and 2 and the Village for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lots 1 and 2 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the shared "private access drive(s)" and associated pavement and landscaping improvements.

obligations.

DEDICATED VISION TRIANGLE EASEMENT (D)

A separate recorded Easement above at has been carried with further details re rights and matters.

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easements on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner of Lots 1 and 2 and the Village to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

~~Signature~~  
~~Signature~~  
~~Signature~~  
~~Signature~~  
~~Signature~~





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

**BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:  
THAT I have prepared this Certified Survey Map at the direction of the OWNER / LAND DIVIDER; THAT the exterior boundaries are described as the Redivision of Outlot 21, of Prairie Ridge Subdivision, being that part of the Northwest 1/4 of the Northeast 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at the Northeast corner of said Outlot 21 being a point on the South line of the South right-of-way of STH 50 (75th Street); run thence S00°02'48"W 300.00 feet to a point on the North line of the North right-of-way of 76th Street and a point on a curve of Southerly convexity whose radius is 23295.47 feet and whose chord bears S89°53'08"W 292.00 feet; thence Southwesterly 292.00 feet along the arc of said curve to the Easterly right-of-way of 94th Avenue; thence N00°02'48"E 300.01 feet along said Easterly line to the South right-of-way of STH 50 (75th Street) and the point of curvature of a curve of Southerly convexity whose radius is 22998.33 feet and whose chord bears S89°53'04"E 292.00 feet; thence Northeasterly 292.00 feet along the arc of said curve and said South line to the point of beginning. Containing 2.011 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

June 12, 2015

*Mark R. Madsen*

Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
(262) 634-5588



OWNER'S CERTIFICATE OF DEDICATION

OLDACRE McDONALD, LLC, as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

OLDACRE McDONALD, LLC

Signed: \_\_\_\_\_

Andrew Prince, President

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2015.

Witness: \_\_\_\_\_

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

**BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

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

**VILLAGE PLAN COMMISSION APPROVAL**

Approved by the Village Plan Commission, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Thomas W. Terwall, Chairman

**VILLAGE BOARD APPROVAL**

Approved by the Village Board, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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





**ORD. #15-22**

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

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, create The Bulls-Eye Commercial Development Planned Unit Development (PUD) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

**THE BULLS-EYE COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT**

- a. It is the intent that The Bulls-Eye Commercial Development (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of proper maintenance on a regular basis to the structures, landscaping, street trees, sitting areas, parking areas, sidewalks, security cameras, lighting, signage, garbage dumpster enclosures, and overall site so as to promote an attractive and harmonious commercial development area and work to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located in the Village of Pleasant Prairie as well as avoids unreasonable adverse effects to the property values of the surrounding properties and the surrounding neighborhood.
- b. Legal Description: The properties included are collectively known as Lot 1 and 2 of CSM \_\_\_\_\_ as recorded at the Kenosha County Register of Deeds Office on \_\_\_\_\_, 2015 as Document \_\_\_\_\_ (previously a part of Outlot 21 of Prairie Ridge Subdivision), located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie.
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
  - (ii) The DEVELOPMENT shall be in compliance with the *Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.
  - (iii) The DEVELOPMENT is incorporated into the Prairie Ridge Street Lighting District and be responsible for the pro rate share of street lights/energy costs associated with the commercial district street lighting.
  - (iv) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Preliminary Site and Operational Plans and any subsequent Site and Operational Plans approved and on file with the Village.
  - (v) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, parking lot(s), exterior site lighting, etc., and the site as a whole, shall be maintained on a regular basis in a neat,

presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites. Annually, or more frequent if necessary, compliance inspections will be performed to verify that the site, development, building, landscaping and signage are being maintained in compliance with the Village approved Site and Operational Plans. Dead site landscaping and diseased street trees and plantings shall be removed and replaced per the approved Landscape Plans; all site landscaping shall be watered, trimmed and maintained; signage shall be repaired and repainted as needed; all structures, trim, and building architectural details shall be cleaned, repainted, fixed, and repaired on a regular basis; and the parking lots shall be surfaced, and striped and repainted on a regular basis.

- (vi) Except as provided herein, the DEVELOPMENT shall be in compliance with ORDINANCE #07-28, adopted by the Village Board on July 16, 2007, and entitled *Prairie Ridge Planned Unit Development Ordinance*. Said Ordinance, as requested by the owners and approved by the Village, may be amended from time to time.
- (vii) The owners of the DEVELOPMENT shall be in compliance with a Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village.
- (viii) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits (if applicable) and Planned Unit Developments, and Village Licenses and Permits as on file with the Village.
- (ix) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (x) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc. with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.
- (xi) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized as a shared parking lots and cross-access easements shall be designed in order to allow and facilitate the movement of vehicular traffic from property to property.
- (xii) Delivery vehicles and trucks shall be parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
- (xiii) Detached/attached outdoor seasonal sale displays and product sales areas (e.g. Christmas tree sales, fruit sales, other seasonal merchandise sales, general merchandise sales, special party supply sales, etc.) shall not be allowed. There shall be no roof mounted or sidewalk displays of merchandise or any other items,

including temporary signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.

- (xiv) Commercial communication antennas, whips, panels, satellite dishes or other similar transmission or reception devices that are mounted inside the buildings or are adequately camouflaged so as not to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this Development.
- (xv) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
- (xvi) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xvii) No sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the properties or public right-of-ways for extended periods of time advertising the businesses, sales or special offers of the service or retail businesses.
- (xviii) No raceways or box signage or neon tube banding around the buildings shall be permitted on any buildings within the DEVELOPMENT.
- (xix) All wall mounted signage shall be located on the buildings as approved and permitted by the Village. No signage shall cross over the architectural panels or details of the building. Specific signage plans shall be reviewed and approved for each building.
- (xx) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons unless expressly approved in writing by the Village.
- (xxi) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xxii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots.
- (xxiii) In the event that any tenant requests public transportation to service the DEVELOPMENT, it shall be the responsibility of the requesting party(ies) to fund the cost of providing such public transportation to and from the DEVELOPMENT.
- (xxiv) The Owners shall execute a cross-access parking agreement with a nearby land owner which provides additional parking to serve the properties in the DEVELOPMENT. Furthermore, the DEVELOPMENT shall not be permitted to modify its land uses wherein a greater demand for parking would be required that would increase the parking demands.
- (xxv) The Owners have executed and recorded a Declaration of Easements and Restrictions for the benefit of the Outlot 20 and 21 properties that will be on file with the Village which addresses parking and pedestrian ingress/egress, cross access, site maintenance and land uses.

(xxvi) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

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

- (i) Section 420-119 I (1) related to Lot Size in the B-2 District is amended as follows:
  - (1) Lot size: Lot 1 shall be a minimum of 1.042 acre, Lot 2 shall be a minimum of 0.969 acres. This lot area is allowed to be reduced, if additional right-of-way is acquired in the future roadway improvements.
- (ii) Section 420-119 I (3) related to Open Space is amended as follows:
  - (3) The DEVELOPMENT shall maintain a minimum of 24% open space.
- (iii) Section 420-119 I (4) (c) related to building setbacks is amended as follows:
  - (c) Setbacks:
    - [1] Street Setback: minimum of 65 feet from property line adjacent to STH 50 (75<sup>th</sup> Street) and a minimum of 31 feet from the property line adjacent to 94<sup>th</sup> Avenue and 40 feet from the property line adjacent to 76<sup>th</sup> Street.
    - [2] Side Setback: Lot 1: a minimum of 30 feet from the east side property line.
    - [3] Side Setback Lot 2: a minimum of 27 feet from the east side property line and a minimum of 15 feet from the west side property line.
- (iv) Section 420-47 A related to Driveway spacing between driveways shall be amended as follows:
  - A. The driveway servicing the DEVELOPMENT on 76<sup>th</sup> Street shall be a minimum of 103 feet as measured from driveway center line to driveway center line from any other driveway on 76<sup>th</sup> Street
- (v) Section 420-47 E related to setbacks for driveways are amended as follows:
  - E. Setback. The shared access driveways for said Lots may cross property lines with the DEVELOPMENT.
- (vi) Section 420-47 L related to setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be amended as follows:
  - L. Parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be a minimum of 20 feet from the property lines adjacent to 94<sup>th</sup> Avenue and STH 50 (75<sup>th</sup> Street) and 15 feet from the property line adjacent to 76<sup>th</sup> Street; no setback required from side property lines pursuant to the cross access easements shown on said CSM for the DEVELOPMENT.
- (vii) Section 420-48 O (2) related to landscaping is being amended as follows:
  - (2) The ends of each parking aisle shall have a curbed landscaped island. In addition, all parking areas shall provide curbed landscaped island within the parking areas of the DEVELOPMENT as shown on the Site and Operational Plans. All landscaped islands shall be a minimum of seven feet wide from face of curb to face of curb and shall extend the full length of the parking space.

- (viii) Section 420-50 related to minimum parking spaces required requires the following number of parking spaces for the uses with the DEVELOPMENT:
- Restaurant requires a minimum of one (1) space for each 100 square feet of floor area plus one (1) space for every two (2) employees on the largest work shift.
  - Retail store requires a minimum of one (1) space for each 200 feet of primary floor area plus one (1) space for every two (2) employees.
  - Medical and dental offices require a minimum five (5) spaces for every doctor plus one (1) space for every employee.
  - In addition to these minimum parking spaces, the required handicapped accessible parking spaces as required by the State Code shall also be provided.

The DEVELOPMENT provides for 109 parking spaces, which includes five (5) handicapped accessible spaces. This PUD will allow for additional parking requirements to be met off-site (not on the street), but in a nearby or an adjacent parking lot. An Easement Agreement (with the Congregation of St. Anne) for additional parking off-site parking spaces shall be maintained by the property owner for use by this development until and unless other cross access parking is available to make up for the parking space deficiency.

- (ix) Section 420-76 T. related to Primary Monument Signs shall be amended as follows:

T. Primary Monument Signs

- (1) One sign is required for the DEVELOPMENT. Each lot in the DEVELOPMENT may have a sign provided that the signs are not identical in the tenants that they display.
- (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
- (3) Maximum area: 130 square feet per face.
- (4) Maximum height: 10 feet.
- (5) Minimum setback distance: 15 feet from any public street or highway right-of-way line, five feet from any side property line and shall not be located within any easement wherein such sign is not expressly permitted.
- (6) Shall include the street address of the principal building on the property, including the street number(s) and the name of the street, but such address may be placed on the base of the sign (where they will not count toward the maximum area of the sign display). The street address shall be placed a minimum of 18 inches from grade and the letters and numbers shall be a minimum of 3 inches high.
- (7) Landscaping shall extend a minimum of five (5) feet in every direction from the base or other support structure of the sign.
- (8) May be illuminated.
- (9) Shall be placed on a solid-appearing decorative base which supports a minimum of 75% of the horizontal dimension of the sign display constructed or stone or brick to match the building.

(10) The base of the sign shall not extend to either side of the sign display by a distance exceeding 1/2 of the horizontal dimension of the sign display, or extend above the level of the top of the sign display by a distance exceeding 1/2 of the vertical dimension of the sign display.

(11) May be three-dimensional.

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

K. Aggregate permitted background commercial advertising sign area for all tenant spaces/stores on each building in the DEVELOPMENT shall be limited to:

(1) Sign Size: 50 square feet maximum per building façade per tenant/store space.

(2) Sign Height: Three (3) feet Maximum

(3) Compliance with all requirements of Section 420-76 DD entitled Wall Sign as may be amended from time to time.

e. Amendments

(i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.

(ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

**Adopted this 20<sup>th</sup> day of July 2015.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink  
Village President

ATTEST:

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Jane M. Romanowski  
Village Clerk

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



Filed 6/12 2015  
 Fee Paid 6/12 2015  
 PC Meeting Date 7/13 2015  
 VB Meeting Date 7/20 2015  
 Approved \_\_\_\_\_ 20\_\_\_\_  
 Denied \_\_\_\_\_ 20\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE  
 CERTIFIED SURVEY MAP APPLICATION**

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

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

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: SE Corner of STH 50 & 94th Avenue  
 and is legally described as follows: Outlot 21, Prairie Ridge Subdivision

Tax Parcel Number(s): 91-4-122-081-0210

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

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

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

**PROPERTY OWNER:**

Print Name: SB1 Pleasant Prairie WI, LLC.  
 Signature: [Signature]  
 Address: C/O Starwood CPTL GRP M Carlin  
591 W Putnam, Greenwich, CT, 06830  
 (City) (State) (Zip)  
 Phone: (312) 759-5020  
 Fax: \_\_\_\_\_  
 Date: June 12, 2015

**OWNER'S AGENT:**

Print Name: Mark D. Eberle, P.E. / Nielsen Madsen Barber  
 Signature: [Signature]  
 Address: 1456 Horizon Blvd. STE. 200  
Racine, WI, 53406  
 (City) (State) (Zip)  
 Phone: 262-634-5588  
 Fax: 262-634-5024  
 Date: June 12, 2015

**RECEIVED**

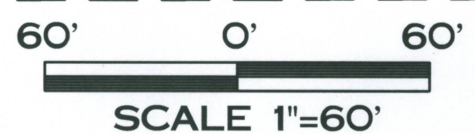
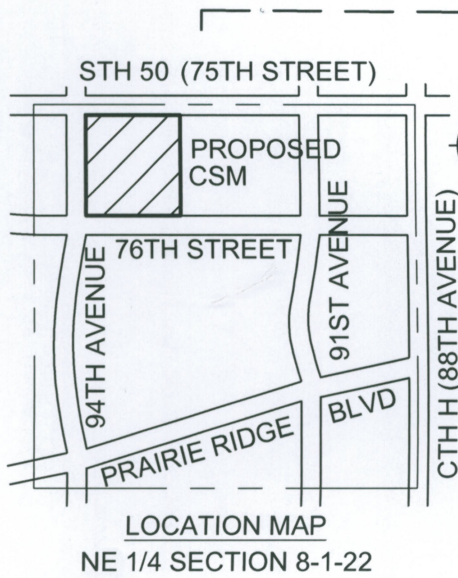
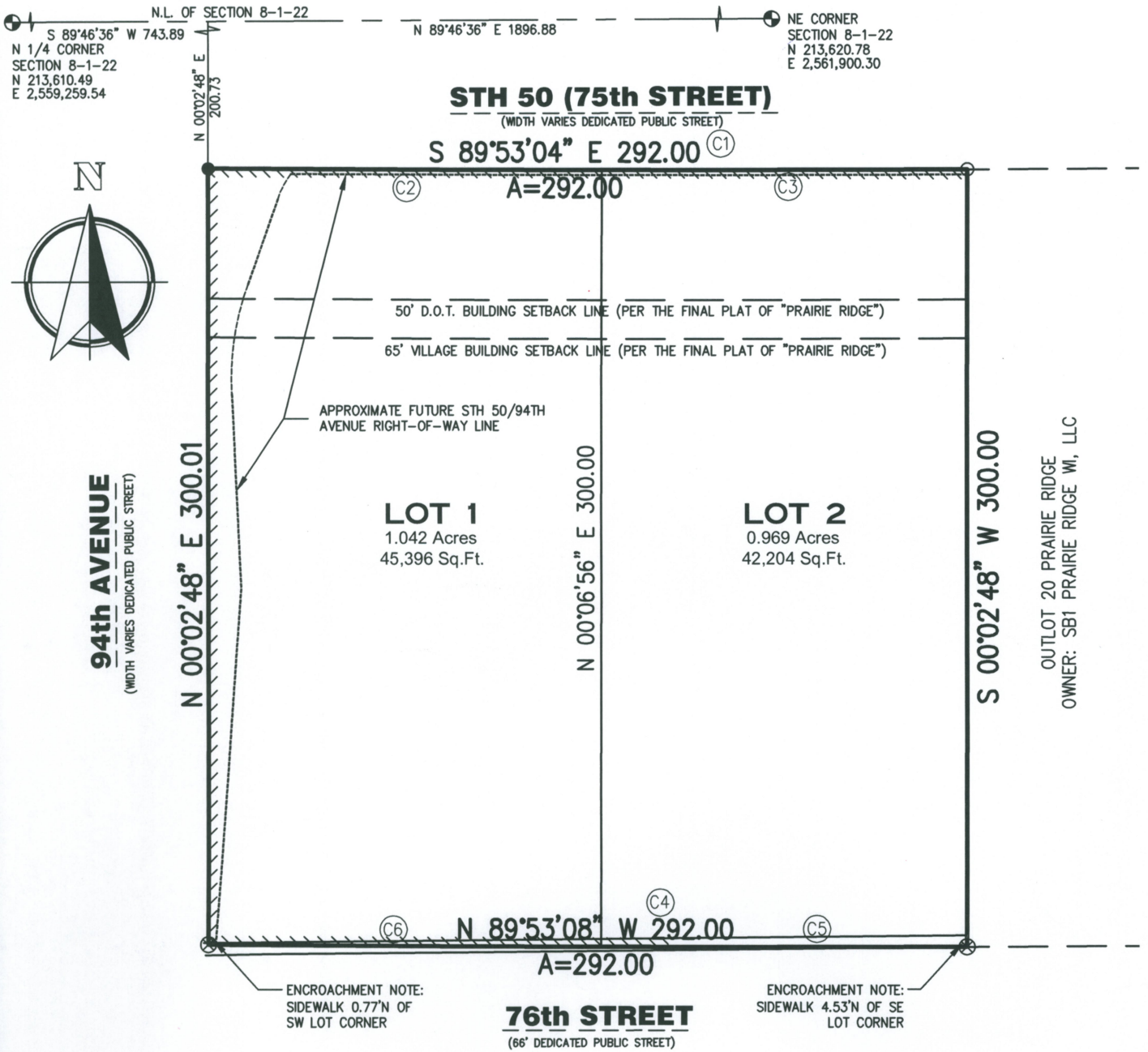
JUN 12 2015

**PLEASANT PRAIRIE**



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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



- NOTES:**
- ZONING OF PARCEL IS B-2 (PUD)
  - OWNER/LAND DIVIDER: OLDACRE McDONALD, LLC  
5819 BRISTLECONE CT., ST. LOUIS, MO 63129
  - SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406
  - ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.
  - BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.
- LEGEND:**
- ⊗ CHISEL "+"
  - 1" O.D. IRON PIPE FOUND
  - 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
  - ⊕ 6" CONC. MON. W / BRASS CAP FOUND
  - //// NO VEHICULAR ACCESS



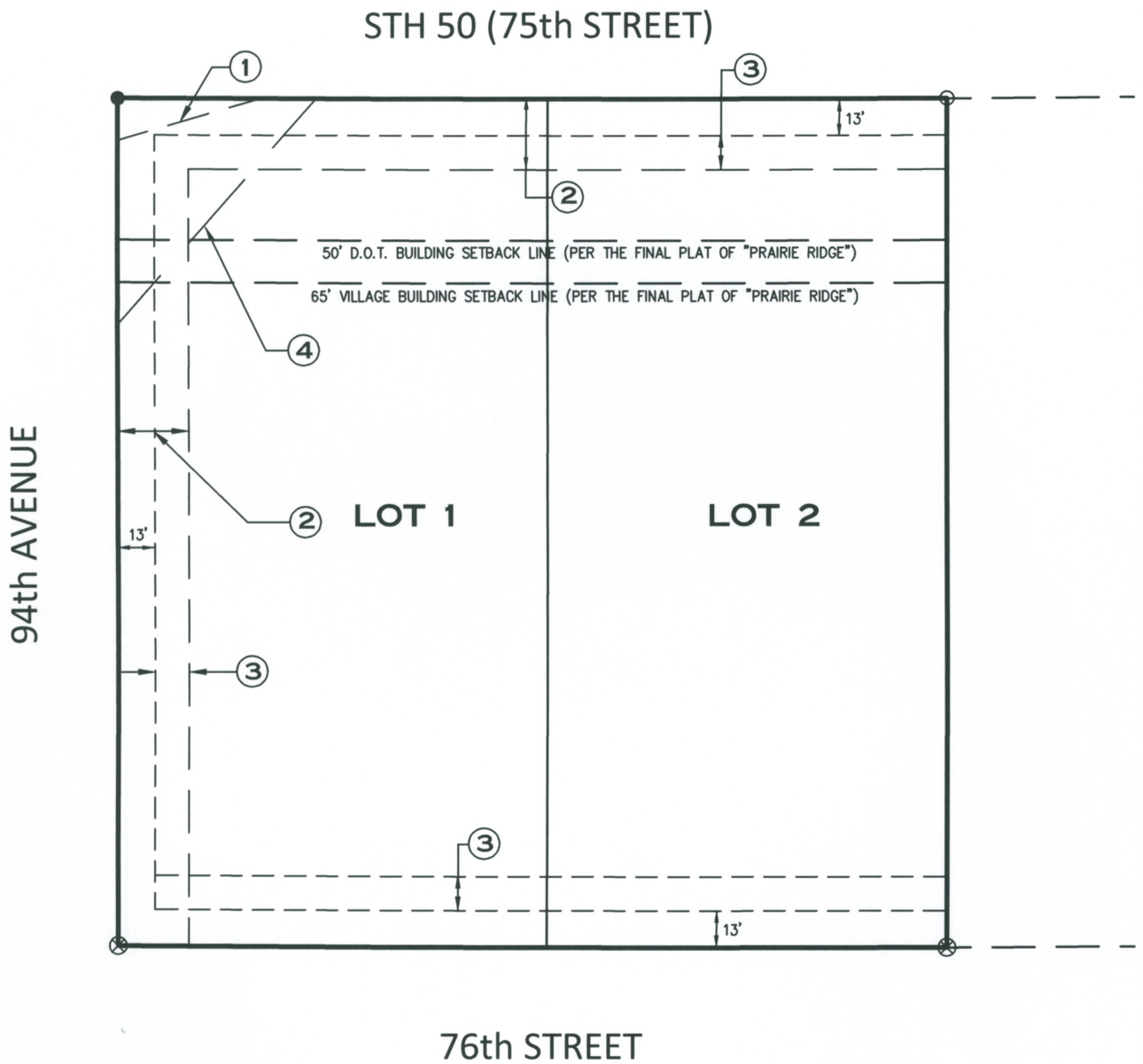
Date: June 12, 2015  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2015.0011.01



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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## EASEMENTS AND RESTRICTIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE SUBDIVISION PLAT



- ① 15'x50' V.T.E DEDICATED VISION TRIANGLE EASEMENT PER VILLAGE ORDINANCE (ILLUST. #2, SEC. 12-13-1). (PER PLAT OF PRAIRIE RIDGE)
- ② 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER PLAT OF PRAIRIE RIDGE)
- ③ 12' WIDE DEDICATED UTILITY EASEMENT AREAS TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH, AND TIME WARNER CABLE (PER THE FINAL PLAT OF "PRAIRIE RIDGE")
- ④ 70'x80' DEDICATED ENTRY MONUMENT EASEMENT (PER THE FINAL PLAT OF "PRAIRIE RIDGE")



SCALE 1"=60'

SHEET 2 OF 11 SHEETS

Date: June 12, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2015.0011.01







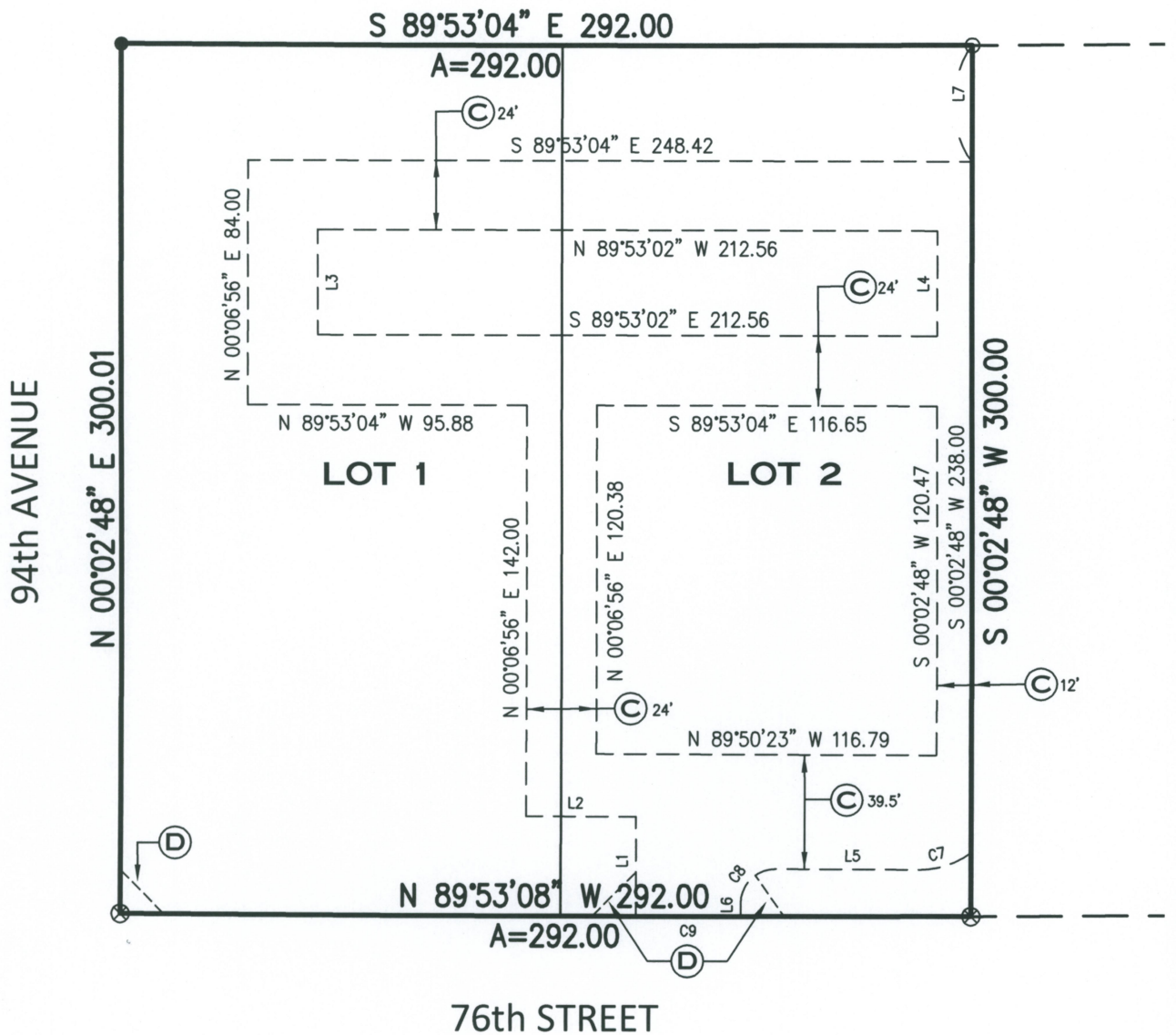
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT

### 15'x15' VISION TRIANGLE EASEMENT

STH 50 (75th STREET)



(C) DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.

(D) 15'x15' DEDICATED VISION TRIANGLE EASEMENT.



150' 0' 150'

SCALE 1"=150'

Date: June 12, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2015.0011.01



SHEET 4 OF 11 SHEETS



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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Boundary Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	0°43'39"	22998.33	292.00	146.00	S89° 53' 04"E	292.00	S89°31'15"E N89°45'06"E
C2	0°22'39"	22998.33	151.50	75.75	S89° 42' 34"E	151.50	S89°31'15"E S89°53'54"E
C3	0°21'00"	22998.33	140.50	70.25	N89° 55' 36"E	140.50	S89°53'54"E N89°45'06"E
C4	0°43'05"	23295.47	292.00	146.00	N89° 53' 08"W	292.00	N89°31'36"W S89°45'19"W
C5	0°20'47"	23295.47	140.86	70.43	S89° 55' 42"W	140.86	N89°53'54"W S89°45'19"W
C6	0°22'18"	23295.47	151.14	75.57	N89° 42' 45"W	151.14	N89°31'36"W N89°53'54"W

Ingress-Egress Line Table		
Line #	Length	Direction
L1	34.38	N00° 00' 26"W
L2	37.75	N89° 53' 04"W
L3	36.00	N00° 06' 56"E
L4	36.00	S00° 06' 56"W
L5	49.20	N89° 50' 23"W
L6	4.11	S00° 00' 26"E
L7	40.05	S00° 02' 48"W



Ingress-Egress Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C7	37°07'57"	29.50	19.12	9.91	S71° 35' 39"W	18.79	N89°50'23"W S53°01'40"W
C8	90°10'04"	12.00	18.88	12.04	S45° 04' 35"W	17.00	S00°00'26"E N89°50'23"W
C9	0°05'19"	23295.47	36.00	18.00	S89° 59' 38"W	36.00	N89°57'43"W S89°56'59"W

Storm Easement Line Table		
Line #	Length	Direction
L8	6.25	N00° 02' 48"E

Storm Easement Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C10	0°04'54"	23295.47	33.25	16.63	N89° 34' 03"W	33.25	N89°31'36"W N89°36'30"W

Sidewalk Easement Line Table		
Line #	Length	Direction
L9	0.74	N00° 02' 48"E
L10	292.02	N89° 22' 10"E
L11	4.53	S00° 02' 48"W

Sidewalk Easement Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C4	0°43'05"	23295.47	292.00	146.00	N89° 53' 08"W	292.00	N89°31'36"W S89°45'19"W

Date: June 12, 2015  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2015.0011.01



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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)

### 15' X 50' DEDICATED VISION TRIANGLE EASEMENT (EASEMENT 1 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)

Nonexclusive easements coextensive with the areas shown as a 15'x50' Dedicated Vision Triangle Easement on Lot 1 of this CSM have been dedicated, given, granted and conveyed by V.K. Development Corporation to the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x50' Dedicated Vision Triangle Easement area between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

### 25' DEDICATED PLANTING AND LANDSCAPE EASEMENT (EASEMENT 2 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)

Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as a 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area were dedicated, given, granted and conveyed by V.K. Development Corporation to the Owner of Lot 1 and 2 of this CSM and the Village for the purposes of grading, planting and installing trees, shrubs and other landscape elements and all related ingress and egress, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village with respect to the 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner of Lot 1 and 2 of this CSM shall be responsible for all costs associated with grading, planting and installing trees, shrubs and other landscape elements and all related replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.

### DEDICATED UTILITY EASEMENT AREAS (EASEMENT 3 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE )

Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as Dedicated Utility Easement Areas have been dedicated, given, granted and conveyed by V.K. Development Corporation to Wisconsin Electric Power Company, AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots (or portions thereof) as shown on this CSM and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more that four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Lot Owner(s) shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Lot Owner(s) and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees. deemed to be superior.





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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)

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

### 70'x80' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (EASEMENT 4 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)

Nonexclusive easements coextensive with the area shown as a 70' X 80' Dedicated Monument Sign, Access and Maintenance Easement on Lot 1 of this CSM has been dedicated, given, granted and conveyed by V.K. Development Corporation for the purposes of placing, constructing, installing, repairing, replacing and maintaining monument signage benefiting businesses elsewhere within Prairie Ridge; and for all ingress, egress, planting, installing, replacing and maintaining related landscape elements. This Dedicated Monument Sign, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot Owner as will not interfere with the improvements, uses and purposes of the Lot Owner and the Village as it relates to the easement. In the event of any conflict between the rights of the Lot Owner, the rights of the Village and the rights of other entities with respect to the Dedicated Monument Sign, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The easement rights include the perpetual right to enter upon Lot 1 of this CSM within the Dedicated Monument Sign, Access and Maintenance Easement area at any time that it may see fit, to use, maintain, repair, alter or reconstruct the monument signs and related improvements.





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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS

### 20' WIDE DEDICATED PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT (A)

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement on Lots 1 and 2 of this CSM is hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1 and 2 and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of Lots 1 and 2 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owner(s) of Lots 1 and 2 as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the Owner(s) of Lots 1 and 2 or other entities with respect to the 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner / Land Divider shall be responsible for all costs associated with the construction and maintenance of the storm sewer and drainageway improvements contained within the exclusive easement until such time as such maintenance responsibility is transferred to the Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against Lots 1 and 2 and any other properties using the easement area or said improvements.

The easement rights include the right to enter upon Lots 1 and 2 within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Lots 1 and 2, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

This grant is further subject to the condition that the Owner(s) of Lots 1 and 2 shall, at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Owner(s) of Lots 1 and 2 shall restore the easement area to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements requiring repair resulting from such reconstruction and repair.



Date: June 12, 2015

This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2015.0011.01

SHEET 8 OF 11 SHEETS



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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS

### DEDICATED SIDEWALK, ACCESS AND MAINTENANCE EASEMENT (B)

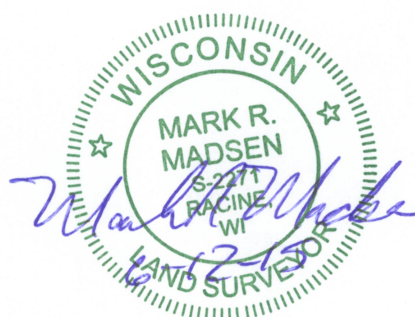
A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Sidewalk, Access and Maintenance Easement on Lots 1 and 2 of this CSM is hereby dedicated, given, granted and conveyed by Owner / Land Divider to the Owner(s) of Lots 1 and 2 of this CSM and the Village for public pedestrian walkway, bicycle, access, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This dedicated Sidewalk, Access and Maintenance Easement shall be exclusive, except for: (1) the Dedicated Planting and Landscape Easement as dedicated on Plat of Prairie Ridge with respect to the same area or any portion thereof and (2) the Owner's use, planting and irrigating, care and maintenance of the Sidewalk, Access and Maintenance Easement area on Lots 1 and 2, as it will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect to this Easement, the Village's rights under this Easement shall be deemed to be superior.

### DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENT (C)

Nonexclusive easements coextensive with the area shown as a Dedicated Ingress, Egress and Cross Access Easement on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1 and 2 and the Village for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lots 1 and 2 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the shared "private access drive(s)" and associated pavement and landscaping improvements.

### DEDICATED VISION TRIANGLE EASEMENT (D)

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easements on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner of Lots 1 and 2 and the Village to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.





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

**BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the OWNER / LAND DIVIDER; THAT the exterior boundaries are described as the Redivision of Outlot 21, of Prairie Ridge Subdivision, being that part of the Northwest 1/4 of the Northeast 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at the Northeast corner of said Outlot 21 being a point on the South line of the South right-of-way of STH 50 (75th Street); run thence S00°02'48"W 300.00 feet to a point on the North line of the North right-of-way of 76th Street and a point on a curve of Southerly convexity whose radius is 23295.47 feet and whose chord bears S89°53'08"W 292.00 feet; thence Southwesterly 292.00 feet along the arc of said curve to the Easterly right-of-way of 94th Avenue; thence N00°02'48"E 300.01 feet along said Easterly line to the South right-of-way of STH 50 (75th Street) and the point of curvature of a curve of Southerly convexity whose radius is 22998.33 feet and whose chord bears S89°53'04"E 292.00 feet; thence Northeasterly 292.00 feet along the arc of said curve and said South line to the point of beginning. Containing 2.011 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

June 12, 2015

*Mark R. Madsen*  
Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
(262) 634-5588



OWNER'S CERTIFICATE OF DEDICATION

OLDACRE McDONALD, LLC, as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

OLDACRE McDONALD, LLC

Signed: \_\_\_\_\_

Andrew Prince, President

IN WITNESS WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness: \_\_\_\_\_



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

**BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

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

**VILLAGE PLAN COMMISSION APPROVAL**

Approved by the Village Plan Commission, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Thomas W. Terwall, Chairman

**VILLAGE BOARD APPROVAL**

Approved by the Village Board, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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





Filed 6/12 2015 Published 6/29 2015  
 Public Hearing 7/13 2015 7/6 2015  
 Fee Paid 6/12 2015 Approved \_\_\_\_\_ 20\_\_\_\_  
 Notices Mailed 6/25 20\_\_\_\_ Denied \_\_\_\_\_ 20\_\_\_\_

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

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

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

It is petitioned that the following described property be rezoned from the present B-2 (PUD) District(s) to B-2 (PUD) District(s). The property petitioned to be rezoned is located at: SE Corner STH 50 & 94th Ave and is legally described as follows: Outlot 21, Prairie Ridge Subdivision

Tax Parcel Number(s): 91-4-122-081-0210

The proposed use for this property is: Multi-Tenant Retail

Petitioner's interest in the requested rezoning: Owner / Developer

Compatibility with adjacent land uses: Yes

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

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

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

**PROPERTY OWNER:**

Print Name: SB1 Pleasant Prairie WI, LLC.

Signature: [Signature]

Address: C/O Starwood CPTL GRP M Carlin

591 W Putnam, Greenwich, CT, 06830  
 (City) (State) (Zip)

Phone: (312) 759-5020

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

Email: dgalowich@madisionchicago.com

Date: June 12, 2015

**OWNER'S AGENT:**

Print Name: Mark D. Eberle, P.E. / Nielsen Madsen Barber

Signature: [Signature]

Address: 1458/Horizon Blvd. STE. 200

Racine WI 53406  
 (City) (State) (Zip)

Phone: 262-634-5588

Fax: 262-634-5024

Email: meberle@nmbssc.net

Date: June 12, 2015

**RECEIVED**

JUN 12 2015

**PLEASANT PRAIRIE**





**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

June 12, 2015

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

RE: Outlot 21 Multi-Tenant Retail Project  
Planned Unit Development Overlay Request  
File No. 2015.0011.01

Dear Jean:

Oldacre McDonald, LLC., developer of the above-referenced project, is hereby requesting an amendment to the current Planned Unit Development (PUD) overlay on Outlot 21 to accommodate the proposed two (2) building, five (5) unit multi-tenant retail / restaurant / office development as shown on the enclosed plans. As part of this amendment, they are requesting the following “Dimensional Variances” from the Village of Pleasant Prairie Code of Ordinances:

- 1) Chapter 420-119 I.1. (B-2 Community Business District / Lot Size) to allow for 1.04 and 0.97 acre lots in lieu of the required 2.0 acre minimum.
  - Reason for Variance: To allow for the creation of two (2) separate parcels containing one (1) multi-tenant building each. This two (2) building scenario allows for multiple “end-cap” units which are highly desirable for restaurant type uses.
- 2) Chapter 420-119 I.1. (B-2 Community Business District / Open Space) to allow for twenty-four percent (24%) open space in lieu of the required thirty percent (30%).
- 3) Chapter 420-119 I.4.c.1. (B-2 Community Business District / Building Street Yard Setback) to allow for a thirty-one foot (31’) street yard setback to 94<sup>th</sup> Avenue in lieu of the required forty feet (40’).
- 4) Chapter 420-119 I.4.c.2. (B-2 Community Business District / Building Side Yard Setback) to allow for a twenty-seven foot (27’) side yard setback between Outlots 20 and 21 in lieu of the required thirty feet (30’).
- 5) Chapter 420-48 L.1.d.1. (Parking Lot and Circulation Requirements) to allow a zero foot (0’) setback from the interior lot line (between Outlots 20 and 21) in lieu of the required ten feet (10’) to allow for a 24’ wide internal access drive to serve both lots.
  - Reason for Variance: To allow for shared access drive to be centered on common lot line of Outlots 20 and 21



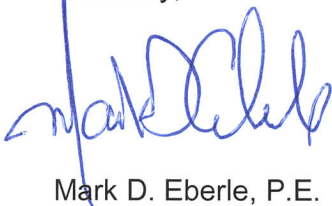
- 6) Chapter 420-48 L.1.a. (Parking Lot and Circulation Requirements) to allow a fifteen foot (15') setback from the North right-of-way line of 76<sup>th</sup> Street in lieu of the required twenty feet (20').
  - Reason for Variance: To allow for standard 80' deep rental units and to match setbacks for adjacent development on 76<sup>th</sup> Street to the West.
- 7) Chapter 420-48 K. (Parking Lot and Circulation Requirements) to allow for cross parking between the two (2) developments.
  - Reason for Variance: To allow for an internal shared access drive between the developments on Outlots 20 and 21 as well as adequate ingress, egress and internal traffic circulation lanes, sufficient onsite parking counts as well as the required emergency vehicle maneuverability.
- 8) Chapter 420-47 A.1. (Parking Lot and Circulation Requirements) to allow for spacing separation for driveways on 77<sup>th</sup> Street to be reduced from 105' to 103'. (Centerline to centerline) in the 25 MPH zone.
  - Reason for Variance: To allow for shared access drive to be centered on common lot line of Outlots 20 and 21
- 9) Chapter 420-78 (General Sign Regulations) to allow for increased building wall signage.

In recognition of the requested dimensional variances, the developer is proposing to provide the following enhancements:

- 1) An External Digital Imaging Security System (DSIS).
- 2) Internal Fire Protection System (in each building).
- 3) Enhanced Architectural Design Elements
- 4) Enhanced Site Landscaping

If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,



Mark D. Eberle, P.E.

MDE/kmw  
Enclosure

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

Consider a **Ord. #15-23** for a **Zoning Map Amendment** and **Ord. #15-24** for a **Zoning Text Amendment** for the request of Bill Morris, agent for the owner, AMB Durrani Bawani, LLC to rezone the property generally located north of STH 50 and west of 91<sup>st</sup> 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.

**Recommendation:** On July 13, 2015 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments (Ord. #15-23 and #15-24)** as presented.

Consider the request of Bill Morris, agent for the owner, AMB Durrani Bawani, LLC for approval of a **Certified Survey Map** for the property generally located north of STH 50 and west of 91<sup>st</sup> Avenue for the proposed development of a 6,300 square foot professional office building.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of July 20, 2015.

## VILLAGE STAFF REPORT OF JULY 20, 2015

Consider a **Ord. #15-23** for a **Zoning Map Amendment** and **Ord. #15-24** for a **Zoning Text Amendment** for the request of Bill Morris, agent for the owner, AMB Durrani Bawani, LLC to rezone the property generally located north of STH 50 and west of 91<sup>st</sup> 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.

Consider the request of Bill Morris, agent for the owner, AMB Durrani Bawani, LLC for approval of a **Certified Survey Map** for the property generally located north of STH 50 and west of 91<sup>st</sup> Avenue for the proposed development of a 6,300 square foot professional office building.

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

*The petitioner is requesting several approvals for the development of a 0.935 acre site located at north of STH 50 (75<sup>th</sup> Street) and west of 91<sup>st</sup> Avenue, directly west of Goddard School. The site is proposed to be developed for a 6,300 square foot professional medical office building. On July 13, 2015 the Plan Commission conditionally approved Preliminary Site and Operational Plans for the petitioner to begin mass grading, underground utilities and footing and foundations for the proposed development. The approvals being considered by the Village Board at this meeting include a Certified Survey Map and Zoning Map and Text Amendments.*

**Certified Survey Map:** The Certified Survey Map is being requested so that the required dedicated easements and restrictions, site access and other site regulations are identified. Although the property has frontage on STH 50 (75<sup>th</sup> Street), the Wisconsin Department of Transportation (WI DOT) will not allow a direct commercial access to STH 50. This site will obtain access to 91<sup>st</sup> Avenue through an existing 30' Dedicated Ingress-Egress, Cross Access and Maintenance Easement previously dedicated by a separate document.

**Zoning Map and Text Amendment:** The property is currently zoned B-2 (UHO), Community Business District with an Urban Landholding Overlay District. The petitioner is requesting to rezone the property into the B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, the petitioner is requesting approval of a Zoning Text Amendment to create the specific PUD for this development. The PUD will allow some dimensional variations for this project provided that there is defined community benefit. The community benefits proposed in consideration of the PUD lot size reduction, along with other PUD modifications as discussed below will include the requirement that the building shall comply with: 1) Section 180 of the Municipal Code pertaining to fire protection and fire sprinklers; 2) Section 410 of the Village Municipal Code related to the installation of a Digital Security Imaging System (DSIS); and 3) enhanced architectural design elements on the building and additional landscaping.

The ***attached*** PUD includes the following modifications to the Zoning Ordinance including:

- To reduce the lot size from 2 acres per lot to 0.93 acres;
- To allow the required commercial access for the development via a dedicated ingress-egress easement instead of the public road (STH 50);

- To reduce the side setback to five (5) feet from the east property line rather than a 10 foot setback (parking);
- To allow a 1.03 foot parking setback from the north property line adjacent to the Outlot 1 in the Westfield Heights Subdivision development;
- To allow for a 24.8 foot setback of the parking lot (maneuvering lane) from the west property line where a 25 foot setback is required from the existing residential development to the west;
- To allow for a detached garbage/recycling trash enclosure and lawn equipment storage area; and
- To allow the building to be setback a 25 feet from the west property line where a 30 foot setback is required.
- To allow for increased building wall signage. Based on the information submitted the Village staff is not supporting this as part of the PUD.
- To require that the Primary Monument sign will be limited to a maximum of 10 feet in height as measured from the natural grade and a maximum of 130 square feet in area.

**Comprehensive Plan Amendment:** A Comprehensive Plan Amendment is required to ensure that the Zoning Map and the Comprehensive Land Use Plan Map are consistent. A public hearing has been scheduled for July 27, 2015 to consider an amendment to remove the Urban Reserve Designation from the property (the underlying community commercial land use designation will remain); and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said Amendment.

**Preliminary Site and Operational Plans:** On July 13, 2015 the Plan Commission conditionally approved Preliminary Site and Operational Plans for the petitioner to begin mass grading, installation of underground utilities and early footing and foundation permits for the office development. Prior to issuance of building permits, Final Site and Operational Plans which address all of the staff comments and the provides the additional missing information will be required to be submitted. In addition, the required DSIS Agreement and Easement will be drafted (upon submittal of the security plan and detailed specifications and considered as part of the Site and Operational Plans.

Dr. Durrani, a family practice physician in Kenosha for over 25 years is intending to construct this facility for his practice for half of the building. The 6,300 square foot building is one story brick building with a partial basement. The facility will be open Monday-Friday from 8:00 a.m. to 5:00 p.m. and some weekends. In addition to him, it is anticipated that the maximum number of employees for his office will be four (4) part-time employees.

Parking - Based on the information provided on the Preliminary Site and Operational Plans, the following are minimum parking requirements for Dr. Durrani's medical office use:

- Medical offices require a minimum five (5) spaces for every doctor plus one (1) space for his four (4) employees or four (4) spaces, plus 2 handicapped accessible spaces for a total of 11 spaces.
- The other office area within the building will be limited in use by the remaining 24 (22 spaces and 2 handicapped accessible spaces on the site).

In total, the Plans indicate 35 parking spaces, which include four (4) handicapped accessible spaces.



As noted previously, this property will obtain access from 91<sup>st</sup> Avenue through a previously recorded cross access, ingress/egress and maintenance easement. An emergency access and gate (Knox lock protected) will allow for emergency personnel to have a secondary access from the Dr. Durrani parking lot along STH 50 through the Goddard School parking lot.

The proposed storm sewer system discharges to the existing pond owned and maintained by the Westfield Heights Commercial Association. Although the storm water pond was designed to handle the proposed storm water from the subject property, written approval must be obtained from the Association. A separate recorded easement agreement shall be prepared and provided to the Village for review which incorporates the storm water drainage easement and pond storage and maintenance responsibilities etc. associated with the development's access and use of the storm water pond.

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

1. Making the **attached** changes as well as adding the Dedications and Easement Provisions and Restrictions to the CSM.
2. It appears as though there is a small, triangular-shaped gap between the new "Existing 30' Dedicated Ingress-Egress, Cross Access and Maintenance Easement", and "Easement A" and "24' Dedicated Ingress-Egress, Cross Access and Maintenance Easement" as shown on the Durrani property. Please clarify and remedy.
3. A draft of the required Cross Access, Ingress/Egress and Maintenance Easement with the property to the east shall be provided for Village review. Upon approval by the Village, the Easement shall be recorded and a recorded copy shall be provided to the Village.
4. Any outstanding taxes or special assessments shall be paid prior to recording the CSM. Pursuant to the Village Records the real estate taxes are delinquent and the payoff amount through 07/31/2015 is \$807.10. There is a Storm Water and Road Right of Recovery Assessment outstanding in the amount of \$40,145.53.
5. The CSM shall be corrected and submitted for Village re-review prior to having it executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board's approval and prior to issuance of building permit.

On July 13, 2015 the Plan Commission held a public hearing and recommended that that the Village Board approve the **Zoning Map and Text Amendments (Ord. #15-23 and #15-24)** as presented.

**ORD. # 15-23**

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

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

The property generally located north of STH 50 and west of 91<sup>st</sup> Avenue within U. S. Public Land Survey Section 5 Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-054-0270 is hereby rezoned from the B-2 (UHO), Community Business District with an Urban Landholding Overlay District to the B-2 (PUD) Community Business District with a Planned Unit Development Overly District.

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

**Adopted this 20<sup>th</sup> day of July, 2015.**

**VILLAGE BOARD OF TRUSTEES**

ATTEST:

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

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

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

23- Durrani Rezone

**ORD. #15-24**

**ORDINANCE TO CREATE  
DR. DURRANI MEDICAL OFFICE BUILDING DEVELOPMENT  
PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE PURSUANT TO  
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, create The Dr. Durrani Medical Office Building Development Planned Unit Development (PUD) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

**THE DR. DURRANI MEDICAL OFFICE DEVELOPMENT PLANNED UNIT DEVELOPMENT**

- a. It is the intent that The Dr. Durrani Medical Office Development (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of proper maintenance on a regular basis of the building, accessory structures, landscaping, parking areas, sidewalks, security cameras, lighting, fencing, signage, garbage dumpster enclosures, tree preservation, and general site development so as to promote an attractive and harmonious commercial development area and work to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located in the Village of Pleasant Prairie as well as avoids unreasonable adverse effects to the property values of the surrounding properties and the surrounding neighborhood.
- b. Legal Description: The properties included are collectively known as Lot 1 of CSM \_\_\_\_\_ as recorded at the Kenosha County Register of Deeds Office on \_\_\_\_\_, 2015 as Document \_\_\_\_\_ located in U.S. Public Land Survey Section 5, Township 1 North, Range 22 East in the Village of Pleasant Prairie.
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
  - (ii) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Preliminary Site and Operational Plans and any subsequent Site and Operational Plans approved and on file with the Village.
  - (iii) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosure(s), landscaping, parking lot(s), exterior site lighting, security cameras, tree preservation and protection area, etc., and the site as a whole, shall be maintained on a regular basis in a neat, well-maintained, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites. Annually, or more frequent if necessary, compliance inspections will be performed to verify that the site, development, building, landscaping and signage are being maintained in compliance with the Village approved Site and Operational Plans. Dead site landscaping and diseased street trees and plantings shall be removed and replaced per the approved Landscape Plans; all site landscaping shall be watered, trimmed and maintained; signage shall be repaired and repainted as needed; all structures, trim, and building architectural details shall be cleaned, repainted, fixed, and

- repaired on a regular basis; and the parking lots shall be surfaced, and striped and repainted on a regular basis.
- (iv) The owners of the DEVELOPMENT shall be in compliance with a Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village.
  - (v) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s) and Planned Unit Development on file with the Village.
  - (vi) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
  - (vii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, light poles, outdoor furniture, etc. with the Westfield Heights commercial area.
  - (viii) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial building parking lots shall be utilized as a shared parking lots and cross-access easements shall be designed in order to allow and facilitate the movement of vehicular traffic within the property.
  - (ix) Delivery vehicles and trucks shall be parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
  - (x) Commercial communication antennas, whips, panels, satellite dishes or other similar transmission or reception devices that are mounted inside the buildings or are adequately camouflaged so as not to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this Development.
  - (xi) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
  - (xii) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
  - (xiii) No raceways or box signage or neon tube banding around the buildings shall be permitted on any buildings within the DEVELOPMENT.
  - (xiv) All wall mounted signage shall be located on the building as approved by the Village. No signage shall cross over the architectural panels or details of the building. Specific signage plans shall be reviewed and approved and permitted.

- (xv) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year.
- (xvi) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xvii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots.
- (xviii) In the event that any tenant requests public transportation to service the DEVELOPMENT, it shall be the responsibility of the requesting party(ies) to fund the cost of providing such public transportation to and from the DEVELOPMENT.
- (xix) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

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

- (i) Section 420-119 I (1) related to Lot Size in the B-2 District is amended as follows:
  - (1) Lot size: Lot 1 shall be a minimum of 0.935 acre. This lot area is allowed to be reduced, if additional right-of-way is acquired in the future roadway improvements.
- (ii) Section 420-119 I (4) (c) related to building setbacks is amended as follows:
  - (c) Setbacks:
    - [1] Street Setback: minimum of 65 feet from property line adjacent to STH 50 (75<sup>th</sup> Street).
    - [2] Side Setback: a minimum of 25 feet.
    - [3] Rear Setback: a minimum of 30 feet.
- (iii) Section 420-119 I (5) related to detached dumpster enclosure is amended as follows:
  - (5) Detached accessory building/trash enclosure standards: detached accessory buildings or trash enclosure is allowed.
- (iv) Section 420-47 E related to setbacks for driveways are amended as follows:
  - E. Setback. The shared access driveway for said Lots may cross property lines with the DEVELOPMENT.
- (v) Section 420-47 L related to setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be amended as follows:
  - L. Parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be a minimum of 20 feet from the property lines adjacent to STH 50 (75<sup>th</sup> Street) and 24.5 feet from the west property line; and a minimum of 5 feet from the east property line; and a one foot setback from the north property line.
- (vi) Section 420-76 T. related to a Primary Monument Sign shall be amended as follows:
  - T. Primary Monument Sign
    - (1) One sign is required for the DEVELOPMENT.

- (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
- (3) Maximum area: 130 square feet per face.
- (4) Maximum height: 10 feet.
- (5) Minimum setback distance: 15 feet from any public street or highway right-of-way line, 10 feet from any side property line and shall not be located within any easement wherein such sign is not expressly permitted.
- (6) Shall include the street address of the principal building on the property, including the street number(s) and the name of the street, but such address may be placed on the base of the sign (where they will not count toward the maximum area of the sign display). The street address shall be placed a minimum of 18 inches from grade and the letters and numbers shall be a minimum of 3 inches high.
- (7) Landscaping shall extend a minimum of five (5) feet in every direction from the base or other support structure of the sign.
- (8) May be illuminated.
- (9) Shall be placed on a solid-appearing decorative base which supports a minimum of 75% of the horizontal dimension of the sign display constructed or stone or brick to match the building.
- (10) The base of the sign shall not extend to either side of the sign display by a distance exceeding 1/2 of the horizontal dimension of the sign display, or extend above the level of the top of the sign display by a distance exceeding 1/2 of the vertical dimension of the sign display.
- (11) May be three-dimensional.

e. Amendments

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

**Adopted this 20<sup>th</sup> day of February 2015.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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



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

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,  
TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.

*Show 25' Dedicated  
Tree Preservation  
and Protection  
Easement on  
CSM*

*Show  
Dedicated storm water  
Drainage, Access and  
Maintenance  
Easements on  
CSM*

*Dedicated  
Water  
Main,  
Access  
and  
Maintenance  
Easement*

*Show - Dedicated  
utility  
Easements  
on CSM*

*where is  
storm water  
going*

WESTFIELD HEIGHTS OUTLOT 1

WESTFIELD HEIGHTS LOT 20  
N 89°46'36" E 160.14

EXISTING 30' DEDICATED  
INGRESS-EGRESS, CROSS ACCESS  
AND MAINTENANCE EASEMENT

91st AVENUE  
(66' DEDICATED PUBLIC STREET)

WHITECAPS SUB. UNIT 1  
LOT 15  
LOT 16  
LOT 17

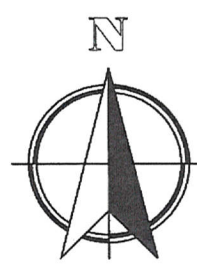
N 02°35'33" W 254.24

**LOT 1**  
0.935 Acres  
40,716 Sq.Ft.

24' DEDICATED INGRESS-EGRESS,  
CROSS ACCESS AND MAINTENANCE EASEMENT

S 02°35'33" E 254.24

WESTFIELD HEIGHTS LOT 20



60' 0' 60'  
SCALE 1"=60'

65' STATE HWY BUILDING SETBACK LINE  
50' VILLAGE BUILDING SETBACK LINE

*No Driveway Access*

~~Show - Dedicated  
sanitary sewer, Access  
and  
Maintenance  
Easement.~~

S 89°46'36" W 160.14

N 02°35'33" W 33.00

N.L. OF SECTION 8-1-22

S 89°46'36" W 1160.25

S 1/4 CORNER  
SECTION 5-1-22  
N 213,610.49  
E 2,559,259.54

**STH 50 (75th STREET)**  
(WIDTH VARIES DEDICATED PUBLIC STREET)

SE CORNER  
SECTION 5-1-22  
N 213,620.78  
E 2,561,900.30

*Show - Dedicated ...  
see CSM  
language*

*show  
City*

*Show  
village  
municipal  
boundary*

LOCATION MAP  
SE 1/4 SECTION 5-1-22



WISCONSIN  
MARK R. MADSEN  
RACINE, WI  
6-10-15  
LAND SURVEYOR

- ① DEDICATED 30' WIDE INGRESS, EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT. (PER SEPARATE DOCUMENT)
- Ⓐ DEDICATED 24' WIDE INGRESS, EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT. (SEE SHEET 2 OF 4)

NOTES:  
ZONING OF PARCEL IS B-2 (UHO)  
OWNER/LAND DIVIDER: AMG DURRANI BAWANI, LLC  
6127 GREEN BAY ROAD, STE 100, KENOSHA, WI 53142  
SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
ALL ELEVATIONS REFER TO NATIONAL  
GEODETIC DATUM OF 1929.  
BEARINGS BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE  
BASED UPON NAD 1927.

- LEGEND:
- ⊕ CHISEL "+"
  - 1" O.D. IRON PIPE FOUND
  - 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
  - ⊙ 6" CONC. MON. W / BRASS CAP FOUND
  - //// NO VEHICULAR ACCESS

Date: June 10, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0137.09

SHEET 1 OF 4 SHEETS

RECEIVED  
 JUN 10 2015  
 PLEASANT PRAIRIE

# DRAFT

## DR. DURRANI CSM – LOT 1

### Dedications and Easements Provisions

1. The fee interest in the area shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) known as 75<sup>th</sup> Street (a/k/a State Trunk Highway (STH) 50) was previously dedicated, given, granted and conveyed to the Wisconsin Department of Transportation, its successors and assigns (the "WI DOT") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the WI DOT or the Village of Pleasant Prairie (the "Village"), street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of such Dedicated Public Street, hereby provided by WI DOT permit to the Owner (AMG Durrani Bawani, LLC) for the repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the WI DOT or the Village, street signs, street lights, street trees, private sanitary sewerage system improvements, utility and communications facilities, landscaping and for all related ingress and egress from Lot 1 (subject to the rights of the WI DOT to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Owner of Lot 1 shown on this CSM within the terrace area of such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the WI DOT or the Village in the area between the roadway and Lot 1 as approved by the WI DOT or the Village and as will not interfere with the public improvements, uses and purposes of the WI DOT or the Village (all subject to the rights of the WI DOT or Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the WI DOT under its fee interest in the Dedicated Public Street and the rights of the Lot 1 Owner pursuant to the easements retained herein, the rights of the WI DOT shall be deemed to be superior.

The Owner shall be responsible for all costs associated with the repair, alteration, replacement, planting and maintenance of the public street related improvements, including sidewalks, if required by the WI DOT, private



sanitary sewer, street lights, planting, mowing, watering and maintenance of grass and landscaping including street trees, and utility and communications facilities within the 75<sup>th</sup> Street Dedicated Public Street adjacent to Lot 1.

2. Easements coextensive with the areas shown as \_\_\_' **Dedicated Utility Easement** areas on this CSM are hereby dedicated, given, granted and conveyed by the Owner to We Energies f/k/a Wisconsin Electric Power Company, Ameritech-Wisconsin and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots (or portions thereof) shown on this CSM and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground and outside of the 25' Dedicated Tree Preservation and Protection, Access and Maintenance Easement. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. The Utility and Communications Grantor (Lot 1 Owner) shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, signs, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The WI DOT generally allows private utilities, including but not limited to electric and communications facilities, to be installed in a public street right-of-way with prior written approval and permit from the WI DOT, subject to the requirements of applicable WI DOT rules and the requirements of such public uses and purposes of the WI DOT. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public highway area to its pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Owner

shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public roadway without prior written approval of the WI DOT. In the event of any conflict between the rights of the WI DOT and the rights of the private utility, electric or communications company in such public street areas, the WI DOT's rights shall be deemed to be superior.

3. Nonexclusive easements coextensive with the areas shown as a **20' Dedicated Storm Water Drainage, Access and Maintenance Easement** areas on this CSM are hereby dedicated, given, granted and conveyed by the Owner(s) to the Village for storm water management purposes, public and private drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the respective Lot owners on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Lot Owner(s) and the rights of the Village pursuant to these easements with respect to the 20' Dedicated Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Owners shall be responsible for all costs associated with the construction and maintenance of storm water management and drainageway improvements contained within this nonexclusive easement.

It is understood and agreed by a separate, recordable document that Lot 1 on this CSM drains its storm water to and through a 20' Dedicated Storm Water Drainage, Access and Maintenance Easement into Outlot 1, which is a **Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement** as shown on the recorded Westfield Heights Subdivision Plat adjacent to the north of Lot 1. Outlot 1 was dedicated, given, granted and conveyed by the previous Developer to the Westfield Heights Commercial Association, its successors and assigns and its successors-in-title for the for storm water management purposes, storm water retention purposes, public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, signage, maintenance and ingress and egress. The Outlot 1 storm water easement shall be exclusive,

except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Westfield Heights Commercial Association collectively Lots 19, 20 and 21 of the Westfield Heights Subdivision Plat, the Westfield Heights Homeowner's Association, collectively the Owners of Lots 1-18 of the Westfield Heights Subdivision Plat, and for Lot 1 of this CSM for which such easements are located on Outlot 1 as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easement as may be approved by the Village. In the event of any conflict between the rights of the Village pursuant to the Outlot 1 and the rights of either the Commercial or Homeowner's Associations or the Lot Owners or other ownership entities with respect to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area, the Village's rights under of this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to any such easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. The previous Developer was initially responsible for all costs associated with the construction and maintenance of public and private storm water management areas, retention basin and drainageway improvements contained within the Outlot 1 easement but these maintenance responsibilities have all been transferred to the current Outlot 1 Owner - the Westfield Heights Commercial Association.

**Owner Note: A separate recorded document provides permission and access for storm water pond maintenance shall be provided for review and approval.....**

5. A nonexclusive easement coextensive with the area shown as Outlot 1 on the Westfield Heights Subdivision Plat as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement was dedicated, given, granted and conveyed by the previous Developer to the Village for storm water management purposes, public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This storm water easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement area which shall be required by the Westfield Heights Commercial Association for which such easement is located on Outlot 1 as it will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easement as may be approved by the Village. In the event of any conflict between the rights of the Commercial Association or the Lot Owners or other ownership entities with respect to the Outlot 1

Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area, the rights of the Village pursuant to this easement, the rights of the Village under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this Outlot 1 easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. The Westfield Heights Commercial Association shall be responsible for all costs associated with the construction and required maintenance of the storm water management and drainageway improvements contained within Outlot 1.

1. An easement coextensive with the area shown on Lot 19 of the Westfield Heights Subdivision Plat as a **20' Dedicated Public Watermain, Access and Maintenance Easement** was dedicated, given, granted and conveyed to the Village for public water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This public water main easement shall be exclusive, except for: (1) the Lot 1 Owner's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this CSM or any previous CSM or Plat with respect to the same area or any portion thereof; (3) such use, planting, care, and maintenance of the easement areas by the Lot 1 Owner as long as it will not interfere with the improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village and subject to any conditions imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to the maintenance of this water main within said easement and the rights of other persons or entities with respect to the 20' Dedicated Water Main, Access and Maintenance Easement areas, the Village's rights under this easement shall be deemed to be superior.
2. Nonexclusive easements coextensive within the area shown on Lot 1 of this CSM as a **25' Dedicated Woodland Protection and Preservation, Access and Maintenance Easement** area is hereby dedicated, given, granted and conveyed by the Owner to the Village for woodland protection and maintenance purposes, planting of new trees and landscaping as trees die, watering, pruning and staking trees, and for all related ingress and egress. The removal of dead or decayed trees and plant material, along with the submittal of a tree replanting plan must be approved by the Village before any action is taken by the Lot 1 Owner.
3. Non-exclusive **24' and 30' Dedicated Ingress/Egress, Cross Access and Maintenance Easement** areas on Lot 1 and adjacent to Lot 1 on this CSM

are hereby dedicated, given, granted, and conveyed by the Owner to the owner of Lot 19 of the Westfield Heights Subdivision Plat for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the adjacent land owner or other entities with respect to the Dedicated Ingress/Egress, Cross Access and Maintenance Easements, the Village's rights under the easements shall be deemed superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Lot 1 Owner shall be responsible for all costs associated with the construction, snowplowing, driveway maintenance, gate/lock installation and maintenance and associated pavement, lighting and landscaping.

### **Restrictive Covenants**

1. The Westfield Heights Commercial Owner's Association (referred to as the "Association") covenants that the Owners of Lots 1 through 18, Outlot 1, and Lots 19, 20 and 21 as shown on the Westfield Heights Subdivision Plat and Lot 1 of this CSM as documented by a separate Storm Water Drainage, Retention Basin, Access and Maintenance Easement Agreement shall have the collective obligation of maintaining the Storm Water Drainage, Maintenance and Access Easement areas on their respective Lots and Stormwater Drainage, Retention Basin, Access and Maintenance Easement area located within Outlot 1 of the Westfield Heights Subdivision Plat in a functional, neat and nuisance free condition to handle storm water in the Westfield Heights Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within any of the storm water drainage easement areas which blocks, diverts or re-routes the drainage flow or which might interfere with the Westfield Heights property owner's rights or the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The Westfield Heights Commercial Owner's Association shall perform the maintenance obligations pertaining to storm water drainage maintenance activities without compensation from the Village, to the satisfaction of the Village. This covenant shall run with the land,

shall be binding upon the Association, its successors, assigns and successors-in-title of the Lots and Outlot 1, as referenced in their capacity as Owners of any such Lots or Outlot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Residential Owners of the Lots 1 through 18 and Commercial Owners of Lots 19, 20 and 21 and Outlot 1 and Owner of Lot 1 of this CSM, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications and easement provisions on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

1. The Owner of Lot 1 covenants that the 20' Private Sanitary Sewer, Access and Maintenance Easement shown in the STH 50 Right-of-Way and on Lot 1 hereby places restrictions on Lot 1 because of the location of this private sanitary sewer main easement. The Lot 1 Owner is responsible for all costs associated with the private sanitary sewer system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve Lot 1 on this CSM. The Lot 1 Owner further covenants that there shall be no buildings, parking lots, driveways or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of parking lots, driveways or landscaping within the private sewer easement area, the Owner of Lot 1, not the Village, shall be responsible for any and all costs associated with the private sanitary sewer system improvements, removal, replacement or repair of said roadway, parking lots, driveways or landscaping. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the Lot 1, in its capacity as Owner Lot 1, and shall benefit and be enforceable by the Village.
2. The original Developer covenants that the 20' Dedicated Public Water Main, Access and Maintenance Easement shown on this CSM hereby places restrictions on the adjacent property because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system



improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve Lot 1 as referenced in the Dedications and Easements language on this Plat. The Westfield Heights Subdivision Plat covenants that there shall be no buildings, fences, parking lots, driveways or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of a driveway, lighting or landscaping within the public watermain easement area granted to the Village and in the event that the Village exercises it's rights to maintain, repair or replace said watermain and related appurtenances, the Owner of Lot 1 as shown on this CSM, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said driveway, lighting or landscaping. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the Lot 1, in its capacity as Owner of Lot 1, and shall benefit and be enforceable by the Village.

3. The Owner of Lot 1 hereby covenants that the Owner of Lot 1 shall have the obligation of protecting and preserving the Woodland Preservation and Protection, Access and Maintenance Easement areas shown on Lot 1. Such maintenance shall include without limitation and as needed replanting of new trees to maintain a dense tree coverage area and removing of dead, dying or decayed trees or plant material as approved by the Village and removing of trash or debris in order to prevent a nuisance condition. No live or dead trees larger than four (4) inches shall be removed within the easement area unless approved by the Village. Any dead trees removed shall be replaced with a minimum of four (4) inch diameter trees at least eight (8) feet in height. No signage, sidewalks, fences or utilities shall be erected within the woodlands, which might damage the trees. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of Lot 1, in its capacity as Owner of Lot 1 and shall benefit and be enforceable by the Village. The Lot 1 owner shall provide maintenance activities without compensation from the Village, to the satisfaction of the Village.

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

rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this dedication.

4. The Owner of Lot 1 covenants that the 24' and 30' Dedicated Ingress/Egress, Cross Access and Maintenance Easement areas on Lot 1 and adjacent to Lot 1 on this CSM obligates the owner to maintain such areas for public vehicular and pedestrian ingress/egress and cross access purposes to and between the referenced properties. The Lot 1 Owner shall be responsible for all costs associated with the construction, snowplowing, driveway maintenance, gate/lock installation and maintenance and associated pavement, lighting and landscaping. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the Lot 1, in its capacity as Owner Lot 1, and shall benefit and be enforceable by the Village and the adjacent land owner.

To the extent that the Village performs any such related maintenance activities related to the referenced easement, the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this dedication.



Filed 6/10 2015  
 Fee Paid 6/10 2015  
 PC Meeting Date 7/13 2015  
 VB Meeting Date \_\_\_\_\_ 20\_\_\_\_  
 Approved \_\_\_\_\_ 20\_\_\_\_  
 Denied \_\_\_\_\_ 20\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE  
 CERTIFIED SURVEY MAP APPLICATION**

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

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

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: 75th Street West of 91st Avenue

and is leagally described as follows: See Attached CSM

Tax Parcel Number(s): 91-4-122-054-0270

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

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

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

**PROPERTY OWNER:**

Print Name: AMG Durrani Bawani LLC

Signature: \_\_\_\_\_

Address: 5308 31st Avenue

Kenosha WI 53144  
 (City) (State) (Zip)

Phone: (262) 942-1341

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

Date June 10, 2015

**OWNER'S AGENT:**

Print Name: Bill Morris

Signature: [Signature]

Address: 5308 31st Avenue

Kenosha WI 53144  
 (City) (State) (Zip)

Phone: (262) 942-1341

Fax: wmorris@wi.rr.com

Date: June 10, 2015

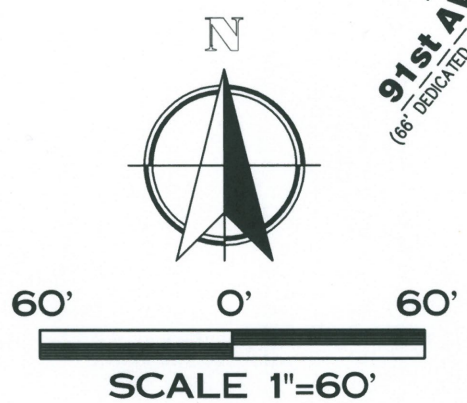
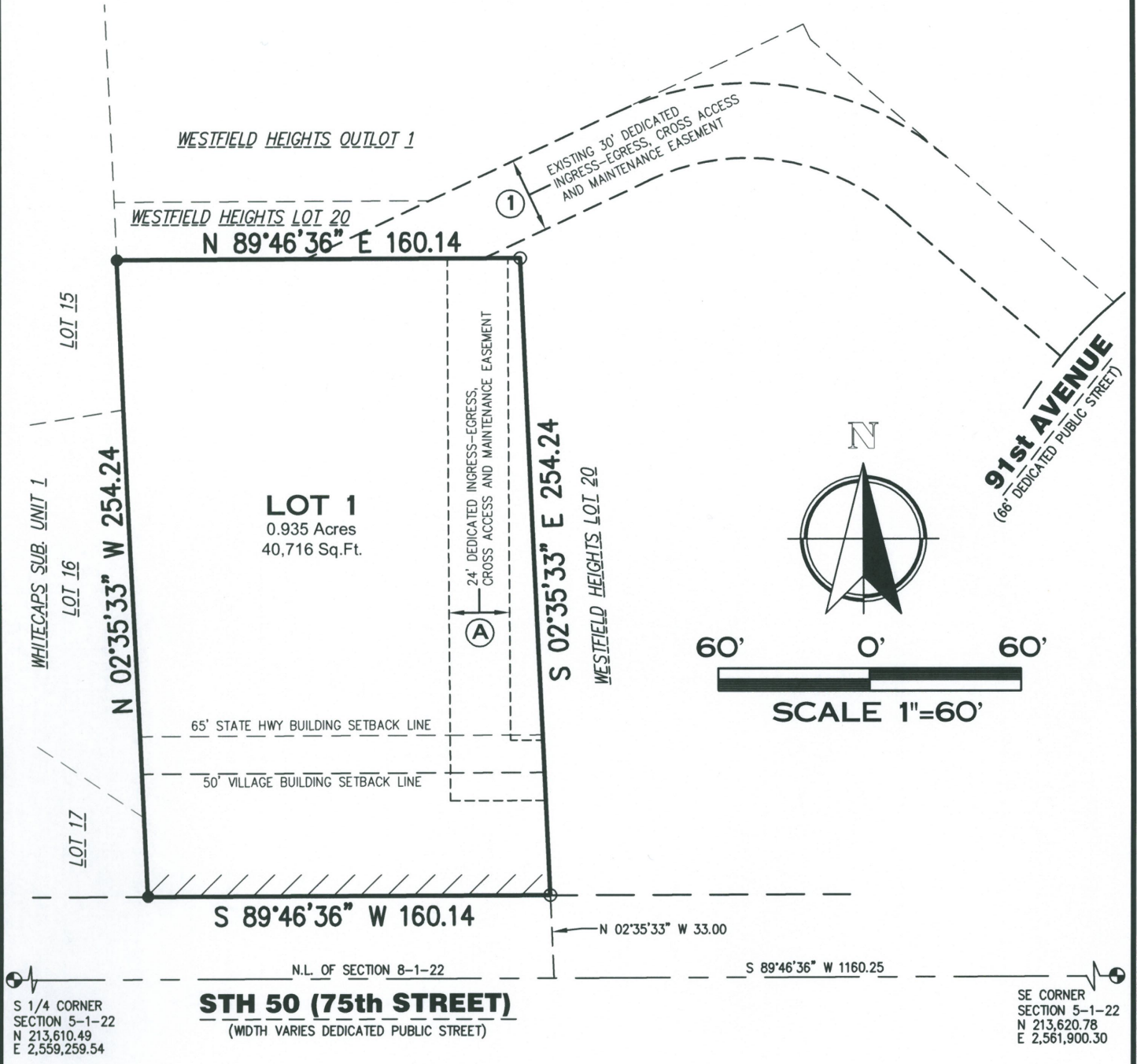
**RECEIVED**

JUN 10 2015

[Signature]  
ABDUL G. DURRANI, MD

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

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,  
TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.



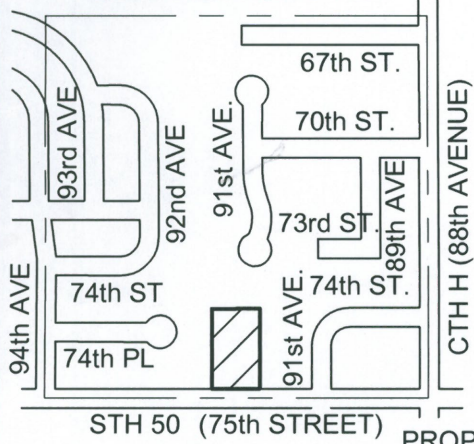
S 1/4 CORNER  
SECTION 5-1-22  
N 213,610.49  
E 2,559,259.54

**STH 50 (75th STREET)**  
(WIDTH VARIES DEDICATED PUBLIC STREET)

SE CORNER  
SECTION 5-1-22  
N 213,620.78  
E 2,561,900.30

- ① DEDICATED 30' WIDE INGRESS, EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT. (PER SEPARATE DOCUMENT)
- Ⓐ DEDICATED 24' WIDE INGRESS, EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT. (SEE SHEET 2 OF 4)

**LOCATION MAP**  
SE 1/4 SECTION 5-1-22



**NOTES:**  
ZONING OF PARCEL IS B-2 (UHO)  
OWNER/LAND DIVIDER: AMG DURRANI BAWANI, LLC  
6127 GREEN BAY ROAD, STE 100, KENOSHA, WI 53142  
SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

**LEGEND:**  
CHISEL "+"  
○ 1" O.D. IRON PIPE FOUND  
● 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET  
⊕ 6" CONC. MON. W / BRASS CAP FOUND  
//// NO VEHICULAR ACCESS

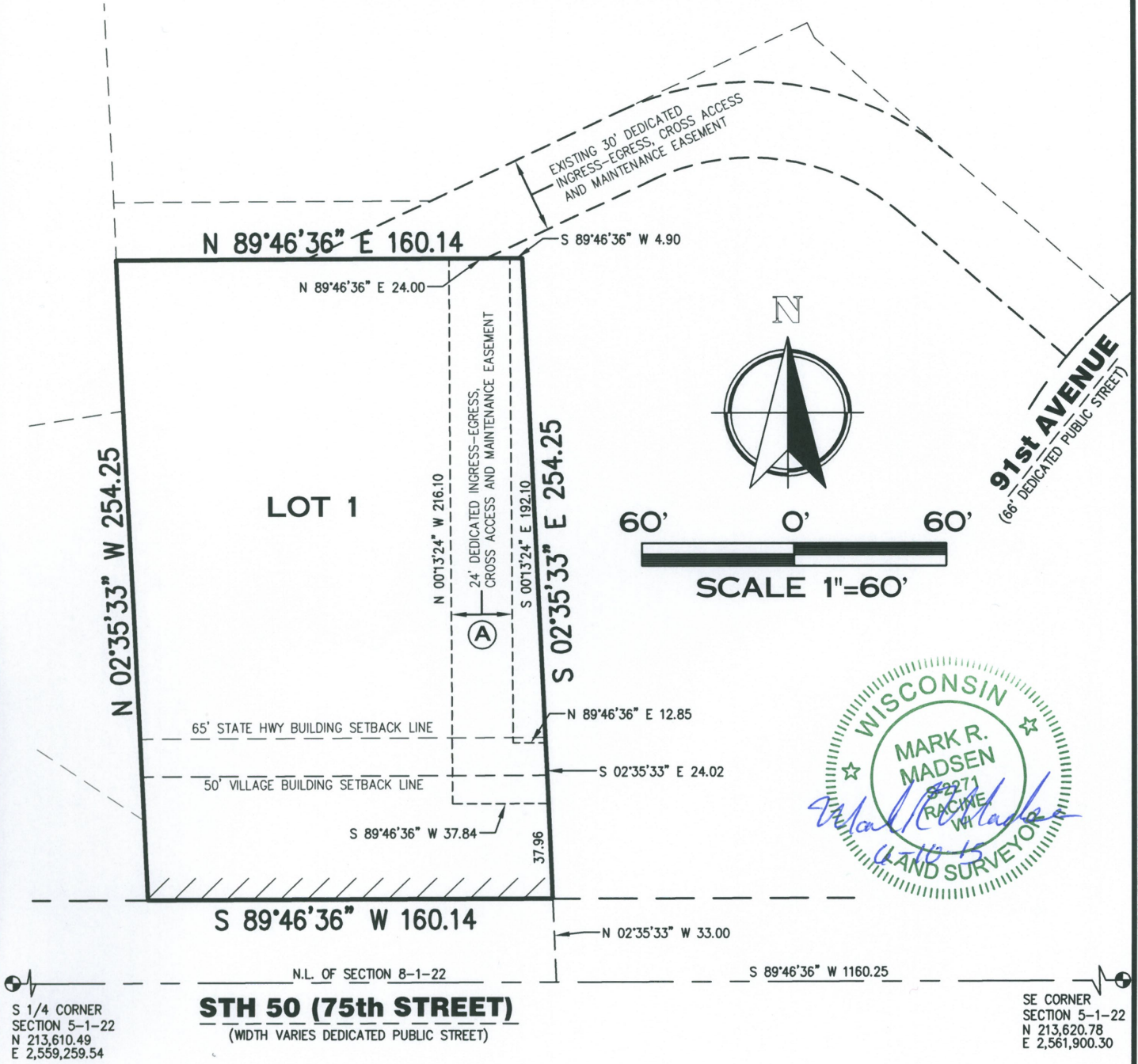
Date: June 10, 2015  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0137.09



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

**BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,  
TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.**

**NEW EASEMENT DEDICATION**



**DEDICATED 24' WIDE INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT (A)**

Nonexclusive easement coextensive with the area shown as a Dedicated 24' Wide Ingress-Egress, Cross Access and Maintenance Easement on Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lot 1 and the Village for vehicular and pedestrian ingress, egress, cross access and maintenance purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress, Cross Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lot 1 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the shared "private access drive" within said easement and associated pavement and landscaping improvements.



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

**BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,  
TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:  
THAT I have prepared this Certified Survey Map at the direction of the OWNER / LAND DIVIDER; THAT the exterior boundaries are described as being that part of the Southeast 1/4 of the Southeast 1/4 of Section 5 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the South Line of said Section 5 located S89°46'36"W 1160.25 feet from the Southeast corner of said Section 5; thence N02°35'33"W 33.00 feet to the North right-of-way of STH 50 (75th Street) and the point of beginning of this description; run thence S89°46'36"W 160.14 feet along said North line; to the East line of Whitecaps Subdivision Unit 1, a recorded plat; thence N02°35'33"W 254.24 feet along said East line to the South line of Lot 20, Westfield Heights, a recorded plat; thence N89°46'36"E 160.14 feet along said South line to the West line of Lot 20, Westfield Heights; thence S02°35'33"E 254.24 feet along said West line to the North right-of-way of STH 50 (75th Street) and the point of beginning. Containing 0.935 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

June 10, 2015

*Mark R. Madsen*

Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
(262) 634-5588



OWNER'S CERTIFICATE OF DEDICATION

AMG DURRANI BAWANI, LLC, as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

AMG DURRANI BAWANI, LLC

Signed: \_\_\_\_\_

Print Name: Abdul G. Durrani, M.D., Sole Member

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2015.

Witness: \_\_\_\_\_



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

**BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,  
TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN.**

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

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

**VILLAGE PLAN COMMISSION APPROVAL**

Approved by the Village Plan Commission, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Thomas W. Terwall, Chairman

**VILLAGE BOARD APPROVAL**

Approved by the Village Board, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Attest:

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





Filed 6/10 2015 Published 6/29 2015  
 Public Hearing 7/13 2015 7/6 2015  
 Fee Paid 6/10 2015 Approved \_\_\_\_\_ 20\_\_\_\_  
 Notices Mailed 6/25 2015 Denied \_\_\_\_\_ 20\_\_\_\_

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

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

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

It is petitioned that the following described property be rezoned from the present B-2 (UHO) District(s) to B-2 (PUD) District(s). The property petitioned to be rezoned is located at: 75th Street and is legally described as follows: See attached CSM

Tax Parcel Number(s): 91-4-122-054-0270

The proposed use for this property is: Professional office building

Petitioner's interest in the requested rezoning: Owner/deveopler

Compatibility with adjacent land uses: yes

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

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

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

**PROPERTY OWNER:**

Print Name: AMG Durrani Bawani LLC

Signature: \_\_\_\_\_

Address: 5308 31st Avenue

Kenosha WI 53144  
 (City) (State) (Zip)

Phone: (262) 942-1341

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

Email: \_\_\_\_\_

**OWNER'S AGENT:**

Print Name: Bill Morris

Signature: [Signature]

Address: 5308 31st Avenue

Kenosha WI 53144  
 (City) (State) (Zip)

Phone: (262) 942-1341

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

Email: wmorr@wi.rr.com

Date: June 10, 2015

**RECEIVED**

Date June 10, 2015

JUN 10 2015

[Signature]  
 ABDUL G. DURRANI, MD



**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

June 10, 2015

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

RE: Durrani Professional Office Building  
Planned Unit Development Overlay Request  
File No. 2012.0137.09

Dear Jean:

AMG Durani Bawani, LLC, owner and developer of the above-referenced project, is hereby requesting a Planned Unit Development (PUD) overlay to accommodate a proposed 6,300 S.F. professional office building on his 0.93 acre parcel on 75<sup>th</sup> Street West of 91<sup>st</sup> Avenue.

As part of this PUD overlay, he is requesting the following "Dimensional Variances" from the Village of Pleasant Prairie Code of Ordinances:

- 1) Chapter 420-119 I.1. (B-2 Community Business District / Lot Size) to allow for a 0.93 acre lot in lieu of the required 2.0 acre minimum.
  - Reason for Variance: Existing non-conforming parcel.
- 2) Chapter 420-48 L.1.d.1. (Parking Lot and Circulation Requirements) to allow five (5') setback from the east property line in lieu of the required ten feet (10').
  - Reason for Variance: To construct the building & parking lot parallel to STH 50 in lieu of being parallel the east and west property lines.
- 3) Chapter 420-48 L.1.a. (Parking Lot and Circulation Requirements) to allow a 1.03' setback from the North property line in lieu of the required twenty feet (20').
  - Reason for Variance: Adjoining lot to the North consist of a protected wooded area and stormwater retention basin Outlot with no residential homes within three hundred feet (300') to the North.

---

1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Ph: (262) 634-5588 \* Fax: (262) 634-5024  
www.nmbosc.net



  
Abdul G. Durrani, MS

Ms. Jean Werbie - Harris  
Durani Professional Office Building  
Planned Unit Development Overlay Request  
June 10, 2015  
Page 2

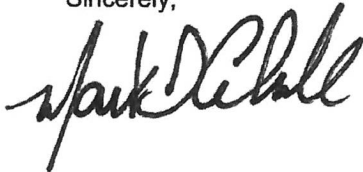
- 4) Chapter 420-48 L.1.d.2. (Parking Lot and Circulation Requirements) to allow for parking or drive isles in a commercial district to be within 24.8 feet of a residential property line in lieu of the required twenty five foot (25') setback.
  - Reason for Variance: to accommodate two (2) additional parking stalls.
- 5) Chapter 420-47 L. (Driveways in Business, Manufacturing, Multi-family, Institutional and Park and Recreation Districts) to allow for access to the parcel be off of 91<sup>st</sup> Avenue via dedicated ingress-egress easement in lieu of the public roadway that it fronts (STH 50).
  - Reason for Variance: Commercial access onto STH 50 Not allowed at this location.
- 6) Chapter 420-78 (General Sign Regulations) to allow for increased building wall signage.
- 7) B-2 Zoning Ordinance to allow for a standalone trash / recycling enclosure & lawn equipment storage area lieu of the structure being directly attached to the principle building.
  - Reason for Variance: Do to the configuration of the parcel, the goal of providing as many parking spaces as possible and the need for the trash collection company to pull directly into the enclosure.

In recognition of the requested dimensional variances, the developer is proposing to provide the following enhancements:

- 1) An External Digital Imaging Security System (DSIS).
- 2) Enhanced Architectural Design Elements.
- 3) Increased Landscaping Screening (between the site and adjacent residential development).

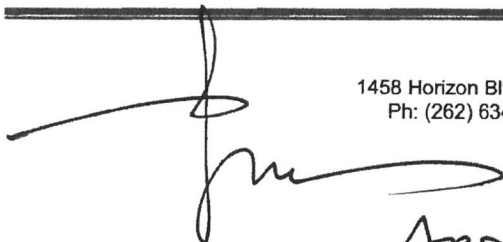
If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,



Mark D. Eberle, P.E.

MDE/kmw  
Enclosure



1458 Horizon Blvd., Suite 200, Racine, WI 53406  
Ph: (262) 634-5588 \* Fax: (262) 634-5024  
www.nmbosc.net



Ardu G. Durani, ms

Consider the request of Justin Hammerbeck, owner of the property located at 6724 Springbrook Road for approval of a **Certified Survey Map** to subdivide the property into two parcels.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to compliance with the comments and conditions of the Village Staff Report of July 20, 2014.



## VILLAGE STAFF REPORT OF JULY 20, 2015

Consider the request of Justin Hammerbeck, owner of the property located at 6724 Springbrook Road for approval of a **Certified Survey Map** to subdivide the property into two parcels.

*The petitioner is requesting approval of a Certified Survey Map to subdivide his property located at 6724 Springbrook Road into two properties. This property is zoned R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District. Municipal sanitary sewer has been recently installed adjacent to this property; however the property is not served by municipal water.*

Lot 1 is proposed to be 35,356 square feet with frontage on CTH ML and STH 31. This lot has an existing house and two detached garages.

- Verification shall be provided that the easternmost garage is less than 600 square feet (the building size shall be shown on the CSM).
- Verification that the existing driveway is a minimum of 5 feet from the side property line (the driveway and setback shall be shown on the CSM).

Lot 2 is proposed to be 24,873 square feet with frontage on CTH ML and Old Green Bay Road. Driveway access for Lot 2 will be limited. No driveway access will be allowed from CTH ML. The future driveway for Lot 2 shall be on Old Green Bay Road. The driveway shall be setback a minimum of 150 feet as measured from the intersection of CTH ML and Old Green Bay Road to the centerline of the driveway (to be noted on the CSM). A new house will be required to connect to municipal sanitary sewer and prior to issuance of a building permit, the owner will be required to sign a Notice of Waiver of Special Assessment for Municipal Water. A new house can be serviced by an on-site well if municipal water is not readily available.

In addition, a new house constructed on Lot 2 will be required to meet the minimum requirements of the R-4 District which includes the following setbacks:

- Setback to the property line adjacent to CTH ML of 65 feet.
- Setback to the property line adjacent to Old Green Bay Road of 50 feet.
- Setback to the west (side) property line of 10 feet.

The proposed land division conforms with the minimum regulations of the R-4 Zoning District requirements related to lot area and lot frontage (15,000 square feet in area with 90 feet of frontage on a public street).

Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to compliance with the above comments, the following conditions:

1. The CSM shall be revised to include the following and then resubmitted for Village staff review prior to executing and recording of the document:
  - a. Verification shall be provided that the easternmost garage is less than 600 square feet (the building size shall be shown on the CSM).
  - b. Verification that the existing driveway is a minimum of 5 feet from the side property line (the driveway and setback shall be shown on the CSM).
  - c. Driveway access for Lot 2 will be limited. No driveway access will be allowed from CTH ML and the access restricted area shall be shown (cross-hatched) on the CSM. As information, the future driveway shall be located on Old Green Bay Road. The driveway shall be setback a minimum of 150 feet as



measured from the intersection of CTH ML and Old Green Bay Road to the centerline of the driveway. The area on Old Green Bay Road in which a driveway is not permitted shall be identified as No Access (cross-hatched) on the CSM.

- d. Each road shown on the CSM shall be labeled as a "Dedicated Public Street".
  - e. Any existing easements shall be shown on the CSM. No additional utility easements are being requested from We Energies.
2. Prior to the issuance of a building permit for the construction of a single family home on Lot 2, the owner of Lot 2 will be required to sign a Notice of Waiver of Special Assessment related to the future installation of municipal water. A new house on Lot 2 can be serviced by an on-site well if municipal water is not readily available.
  3. Any outstanding taxes or levied special assessments shall be paid prior to recording the CSM. The special assessment for the recently installed sanitary sewer will be sent out in October for the property. The final resolution to be adopted by the Village Board shall prorate the assessment to each of the lots and a payment schedule will be established for the properties.
  4. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board's approval and prior to issuance of building permit.



RECEIVED JUN 19 2015

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

Filed 7/19 2015
Fee Paid 7/19 2015
PC Meeting Date 7/13 2015
VB Meeting Date 7/20 2015
Approved \_\_\_\_\_ 20
Denied \_\_\_\_\_ 20

VILLAGE OF PLEASANT PRAIRIE CERTIFIED SURVEY MAP APPLICATION

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

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

It is petitioned that the following described property be subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: 6724 Springbrook Rd., Pl. Pr., 53158

and is legally described as follows: Certified Survey map No. 1018 with parcel to North (as in See Tax Key No. Below)

Tax Parcel Number(s): 92-4-122-342-0091

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

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

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

PROPERTY OWNER:

Print Name: Justin Hammerbeck
Signature: J. J. Hammerbeck
Address: 6724 Springbrook Rd.
Pleasant Prairie, WI 53158
Phone: 262-914-8600
Fax: 773-442-1516
Date: 6/18/15

OWNER'S AGENT:

Print Name: \_\_\_\_\_
Signature: \_\_\_\_\_
Address: \_\_\_\_\_
(City) (State) (Zip)
Phone: \_\_\_\_\_
Fax: \_\_\_\_\_
Date: \_\_\_\_\_

Pauline@Hammerbeck.us

CERTIFIED SURVEY MAP

- for -

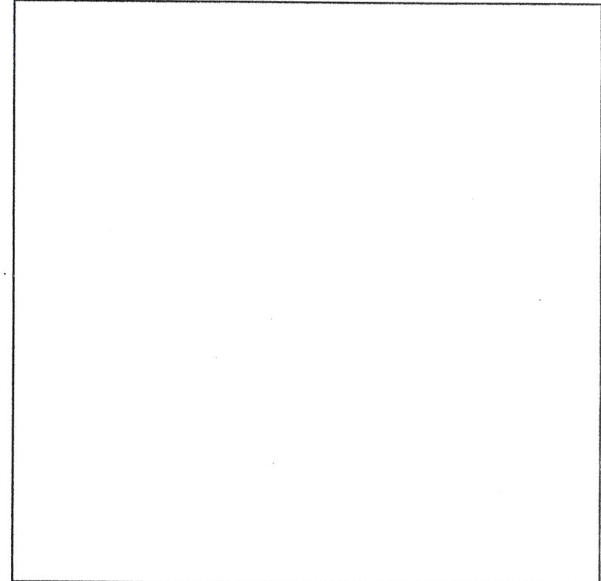
Justin Hammerbeck &  
Pauline A. Tingas

(Re-division of Certified Survey  
Map No. 1018 with Parcel to North)

in NW1/4 Section 34-1-22

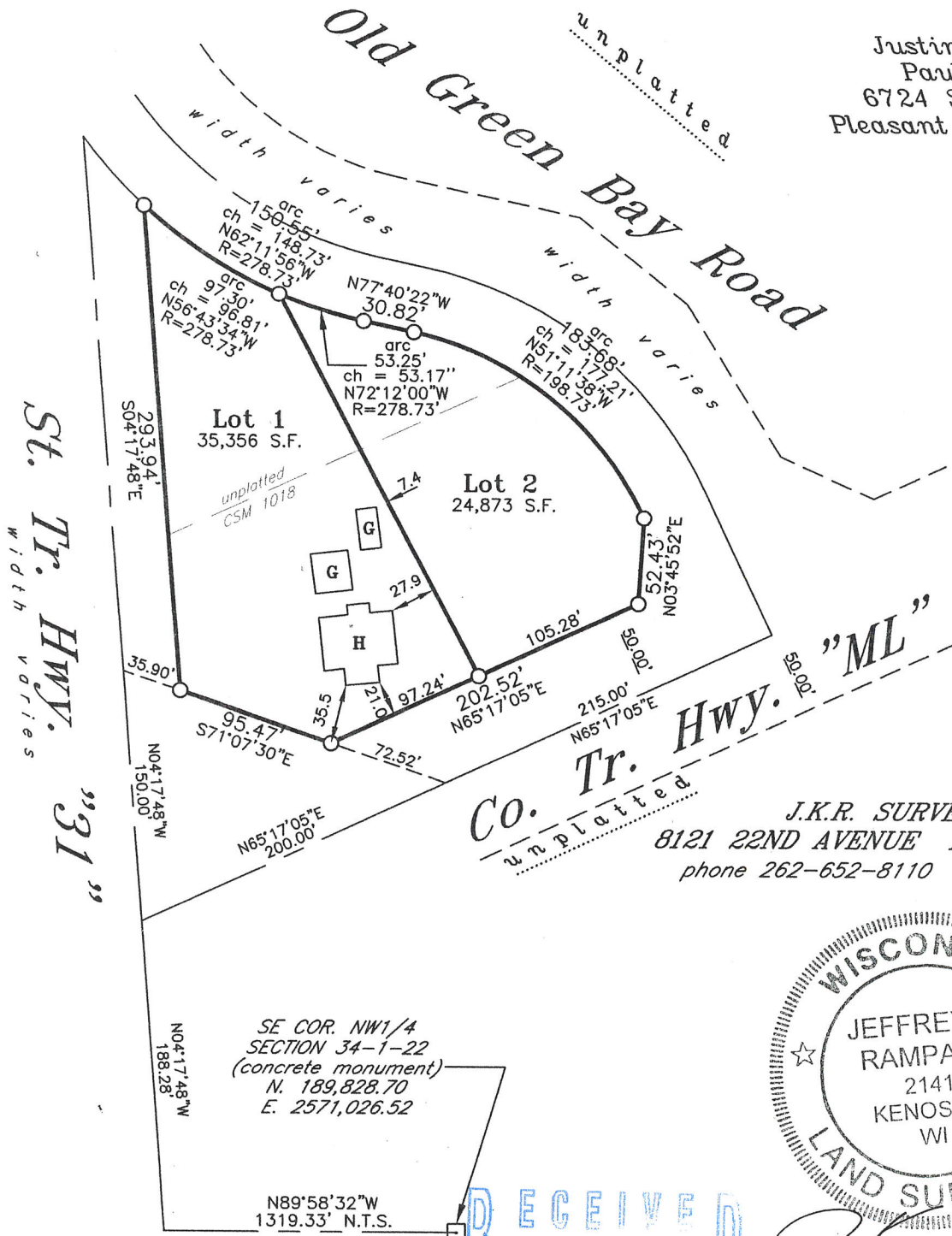
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WIS.

*Lots shown hereon shall be  
served by public sanitary sewer.*

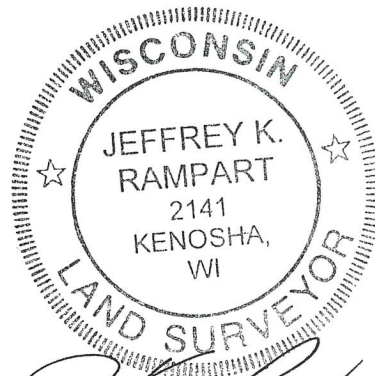


OWNER

Justin Hammerbeck &  
Pauline A. Tingas  
6724 Springbrook Road  
Pleasant Prairie, WI 53158



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



RECEIVED  
JUN 19 2015

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

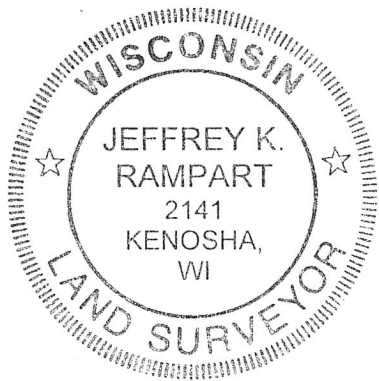
WISCONSIN REGISTERED LAND SURVEYOR  
JEFFREY K. RAMPART  
Dated June 9, 2015

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

CERTIFIED SURVEY MAP

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

Part of Certified Survey Map No. 1018, a plat of record in the Kenosha County Land Registry and part of the Northwest Quarter of Section 34, Town 1 North, Range 22 East of the Fourth Principal Meridian; lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as: Commencing at the southeast corner of said quarter section; thence N89°58'32"W along the south line of said quarter section 1319.33 feet; thence N04°17'48"W 338.28 feet; thence S71°07'30"E 35.90 feet to the point of beginning; thence continue S71°07'30"E 95.47 feet; thence N65°17'05"E 202.52 feet; thence N03°45'52"E 52.43 feet; thence northwesterly 183.68 feet along the arc of a curve concave to the southwest; said curve having a central angle of 52°57'27", a radius of 198.73 feet and a chord which bears N51°11'38"W 177.21 feet; thence N77°40'22"W 30.82 feet; thence northwesterly 150.55 feet along the arc of a curve concave to the northeast, said curve having a central angle of 30°56'52", a radius of 278.73 feet and a chord which bears N62°11'56"W 148.73 feet; thence S04°17'48"E 293.94 feet to the point of beginning.



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

Dated this 9th day of June, 2015

SURVEYOR.....

A handwritten signature in black ink, appearing to read "JKR", written over a horizontal line.

JEFFREY K. RAMPART

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

OWNER.....  
JUSTIN HAMMERBECK  
PRINT NAME.....

OWNER.....  
PAULINE A. TINGAS  
PRINT NAME.....

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20\_\_\_, the above named Justin Hammerbeck and Pauline A. Tingas, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....  
NOTARY PUBLIC  
PRINT NAME.....

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

.....  
PLAN COMMISSION CHAIRMAN,  
Thomas W. Terwall  
PRINT NAME.....

.....  
VILLAGE CLERK, Jane M. Romanowski  
PRINT NAME.....

APPROVED.....  
VILLAGE PRESIDENT, John P. Steinbrink  
PRINT NAME.....

OWNER  
Justin Hammerbeck &  
Pauline A. Tingas  
6724 Springbrook Road  
Pleasant Prairie, WI 53158



**RESOLUTION #15-23**

**RESOLUTION CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE COMPLIANCE MAINTENANCE ANNUAL REPORTS FOR THE WASTEWATER FACILITIES IN VILLAGE OF PLEASANT PRAIRIE**

**WHEREAS**, it is the policy of the Commissioners of Sewer Utility Pleasant Prairie Village that the utility be maintained within generally accepted guidelines; and

**WHEREAS**, the State of Wisconsin prescribes a method of evaluating the operating efficiency of a wastewater collection system; and

**WHEREAS**, the Sewer Utility Pleasant Prairie Village has been evaluated under the State's Annual Compliance Maintenance Evaluation, and financial management scored 4 with a GPA of 4.0; and

**WHEREAS**, wastewater facilities for Pleasant Prairie Village has received a raw score of 12 with a GPA of 4.0 and the Collection Systems Section has received a grade of A as set forth by the Department of Natural Resources; and

**WHEREAS**, the Wastewater Utility District continues to identify and eliminate infiltration and inflow; and

**WHEREAS**, the Commissioners of this Utility District have reviewed the report prepared by the Village's Director of Public Works;

**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Pleasant Prairie that the Annual Compliance Maintenance Report has been reviewed and accepted as presented and is forwarded to the Department of Natural Resources for their review.

Passed and adopted this 20th day of July, 2015.

**VILLAGE OF PLEASANT PRAIRIE**

---

John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

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

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
7/10/2015 2014

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="John Steinbrink Jr."/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(262) 925-6768"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="jsteinbrink@plprairiewi.com"/></p>																									
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0																								
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																									
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2014"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																									
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 100%;" type="text" value="1,087,070.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="90,000.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="1,177,070.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="48,945.00"/></td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="1,226,015.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 100%;" type="text" value="1,087,070.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$	<input style="width: 100%;" type="text" value="90,000.00"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 100%;" type="text" value="1,177,070.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 100%;" type="text" value="48,945.00"/>	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 100%;" type="text" value="1,226,015.00"/>	
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# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
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All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Rebuild Lift Stations	100000	2014
2	Rebuild Lift Stations	100000	2015
3	Repave Sewer Sites	10000	2014
4	Repave Sewer Sites	10000	2015
5	Repave Sewer Sites	10000	2016
6	Rebuild Lift Stations	100000	2016
7	Rebuild Lift Stations	50000	2017
8	Finance, payroll HR Software	12488	2014
9	Generators at Lift Stations	30000	2014
10	Heritage Valley Lift Station Abandon	60000	2014
11	Heritage Valley Lift Station Abandon	155000	2015
12	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2014
13	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2015
14	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2016
15	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2017
16	Repave Sewer Sites	10000	2017
17	Rebuild Lift Station	100000	2018
18	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2018

## 5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Pleasant Prairie Village

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## Sanitary Sewer Collection Systems

### 1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

Yes

No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

Yes (Continue with question 1)

No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

Reduce I/I of manholes and sewer mains. Reduce energy consumption at lift stations.

Organization

Do you have the following written organizational elements (check only those that apply)?

Ownership and governing body description

Organizational chart

Personnel and position descriptions

Internal communication procedures

Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

Sewer use ordinance Last Revised Date (MM/DD/YYYY) 5/18/15

Pretreatment/industrial control Programs

Fat, oil and grease control

Illicit discharges (commercial, industrial)

Private property clear water (sump pumps, roof or foundation drains, etc.)

Private lateral inspections/repairs

Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

State plumbing code

DNR NR 110 standards

Local municipal code requirements

Construction, inspection, and testing

Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

Alarm system and routine testing

Emergency equipment

Emergency procedures

Communications/notifications (DNR, internal, public, media, etc.)

Capacity Assurance:

How well do you know your sewer system? Do you have the following?

Current and up-to-date sewer map

Sewer system plans and specifications



# Compliance Maintenance Annual Report

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Last Updated: Reporting For:  
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<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Manhole location map</li> <li><input checked="" type="checkbox"/> Lift station pump and wet well capacity information</li> <li><input checked="" type="checkbox"/> Lift station O&amp;M manuals</li> </ul> <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Areas with flat sewers</li> <li><input checked="" type="checkbox"/> Areas with surcharging</li> <li><input checked="" type="checkbox"/> Areas with bottlenecks or constrictions</li> <li><input checked="" type="checkbox"/> Areas with chronic basement backups or SSOs</li> <li><input checked="" type="checkbox"/> Areas with excess debris, solids, or grease accumulation</li> <li><input checked="" type="checkbox"/> Areas with heavy root growth</li> <li><input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I)</li> <li><input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity</li> <li><input checked="" type="checkbox"/> Adequacy of capacity for new connections</li> <li><input checked="" type="checkbox"/> Lift station capacity and/or pumping problems</li> <li><input checked="" type="checkbox"/> Annual Self-Auditing of your O&amp;M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed</li> <li><input checked="" type="checkbox"/> Special Studies Last Year (check only those that apply):             <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Infiltration/Inflow (I/I) Analysis</li> <li><input type="checkbox"/> Sewer System Evaluation Survey (SSES)</li> <li><input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP)</li> <li><input type="checkbox"/> Lift Station Evaluation Report</li> <li><input type="checkbox"/> Others:</li> </ul> </li> </ul> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
---	---

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="35"/>	% of system/year
Root removal	<input type="text" value="0"/>	% of system/year
Flow monitoring	<input type="text" value="89"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value=".03"/>	% of system/year
Manhole inspections	<input type="text" value="35"/>	% of system/year
Lift station O&M	<input type="text" value="24"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value=".5"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="1"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

# Compliance Maintenance Annual Report

Pleasant Prairie Village

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33.36	Total actual amount of precipitation last year in inches
36.1	Annual average precipitation (for your location)
133	Miles of sanitary sewer
17	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
2	Number of basement backup occurrences
1	Number of complaints
2.69	Average daily flow in MGD (if available)
106.17	Peak monthly flow in MGD (if available)
.362	Peak hourly flow in MGD (if available)
3.2 Performance ratios for the past year:	
0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.01	Sanitary sewer overflows (number/sewer mile/yr)
0.02	Basement backups (number/sewer mile)
0.01	Complaints (number/sewer mile)
39.5	Peaking factor ratio (Peak Monthly: Annual Daily Avg)
0.1	Peaking factor ratio (Peak Hourly: Annual Daily Avg)

## 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume (MG)
0	6/11/2014 9:00:00 AM - 6/11/2014 10:55:00 AM	Manhole near 7851 Cooper Road.	Rain	0.0199 - 0.0199

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Completing lining of the cooper rd. mains and grouting the lateral connections to the mains.

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

# Compliance Maintenance Annual Report

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Village staff inspects and repairs manholes as needed. A sewer lining program is in place to rehab older mains and lateral connections to the mains in the cooper rd. basin are being grouted.

5.4 What is being done to address infiltration/inflow in your collection system?

Manhole inspections and repairs, sewer main cleaning, mainline CIP lining, grouting lateral connections in cooper rd. area.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
7/10/2015 2014

## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)



# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
7/10/2015 2014

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Village of Pleasant Prairie

Date of Resolution or  
Action Taken:

July 20, 2015

Resolution Number:

15-23

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Financial Management: Grade = A

Collection Systems: Grade = A

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4



## MEMORADUM

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

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Sheridan Road (STH 32) Water Main  
Relocation Order

DATE: July 6, 2015

---

### **Background:**

The existing water services along Sheridan Road north of 104<sup>th</sup> Street and within portions of Carol Beach are connected to the transmission mains feeding the Village reservoir at 104<sup>th</sup> Street and Sheridan Road. Because the services are located on the transmission mains, prior to the Village reservoirs, these areas connected to the Kenosha pressure system.

The proposed Sheridan Road (STH 32) Water Main project will connected the previously mentioned service areas to the Village pressure system. This connection decreases the Village dependency on the Kenosha pressure system and provides redundancy in the Village water system.

The proposed water main alignment starts at the reservoirs at the intersection of Sheridan Road from 104<sup>th</sup> Street, runs north along Sheridan Road and then east along 91<sup>st</sup> Street to 90<sup>th</sup> Street. In order to construct the new sewer, permanent and temporary construction easements are required from six properties.

- A. Tax Parcel No. 93-4-123-192-0120, Owned by Mills Holdings LLC.
- B. Tax Parcel No. 92-4-122-241-0300, Owned by Mills Holdings LLC.
- C. Tax Parcel No. 93-4-123-192-0140, Owned by Mills Holdings LLC.
- D. Tax Parcel No. 93-4-123-192-0150, Owned by Mills Holdings LLC.
- E. Tax Parcel No. 93-4-123-192-0160, Owned by Richard E Lawrence.
- F. Tax Parcel No. 93-4-123-193-0101, Owned by Mills Holdings LLC.

The attached Relocation Order is presented to start the acquisition process for the necessary easements.

### **Recommendation:**

It is recommended that the Village Board authorize the Relocation Order. Upon authorization, the proper documents will be filed with the County Clerk.

Attachments: Relocation Order.

.....  
RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie  
County: Kenosha  
Project: Sheridan Road (STH 32) Water Main

.....  
WHEREAS, the Village of Pleasant Prairie hereby determines that it is a necessity and a public purpose to undertake water main improvements for the distribution of water and the health and welfare of the public; and

WHEREAS, the acquisition of water main easements and temporary construction easements are necessary for the above referenced project;

NOW, THEREFORE, the Village Board of Trustees hereby orders, pursuant to Section 32.05(1)(a), Wisconsin Statutes as follows:

1. That the project termini are those depicted on the maps, which are attached hereto as Exhibit A and incorporated herein by reference; the project acquisition area(s) to be acquired are graphically depicted on the attached map for water main easement acquisition by the Village for the purposes of municipal water system improvements pursuant to the provisions of Section 32.05(1)(a) of the Wisconsin Statutes; and
2. Those parcels shown on the attached maps are laid out and established by recorded documents.
3. The properties subject to this Relocation Order are as follows:
  - A. Tax Parcel No. 93-4-123-192-0120, Owned by Mills Holdings LLC.
  - B. Tax Parcel No. 92-4-122-241-0300, Owned by Mills Holdings LLC.
  - C. Tax Parcel No. 93-4-123-192-0140, Owned by Mills Holdings LLC.
  - D. Tax Parcel No. 93-4-123-192-0150, Owned by Mills Holdings LLC.
  - E. Tax Parcel No. 93-4-123-192-0160, Owned by Richard E Lawrence.
  - F. Tax Parcel No. 93-4-123-193-0101, Owned by Mills Holdings LLC.

DATED, this 20<sup>th</sup> day of July, 2015, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

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

Countersigned:

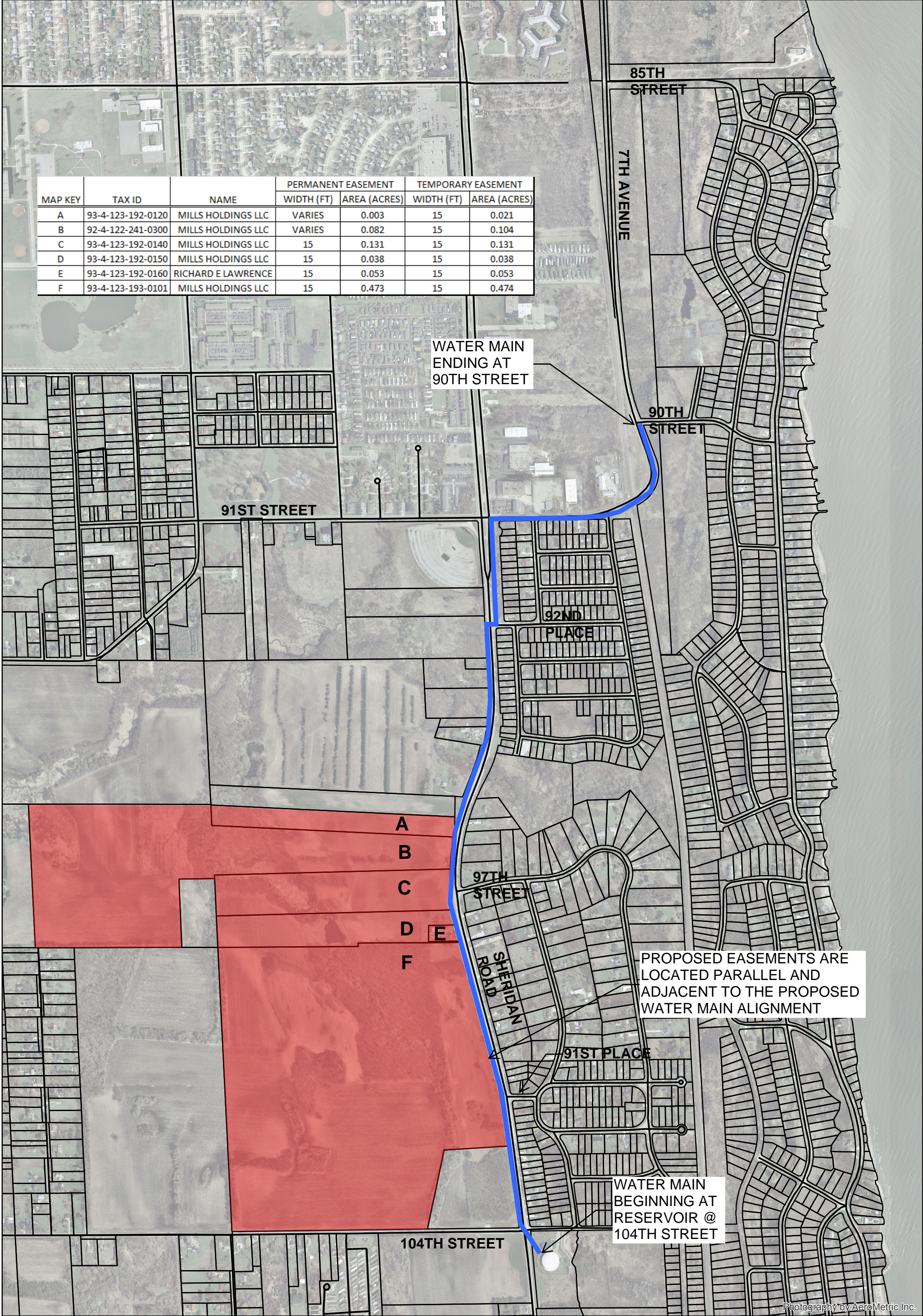
\_\_\_\_\_  
Jane M. Romanowski, Clerk

## EXHIBIT A

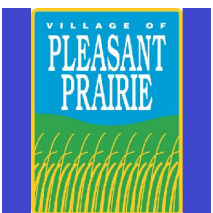
- Relocation Order Exhibit (Overview Map)
- Legal Descriptions and Exhibits for Permanent and Temporary Easements for individual properties.



MAP KEY	TAX ID	NAME	PERMANENT EASEMENT		TEMPORARY EASEMENT	
			WIDTH (FT)	AREA (ACRES)	WIDTH (FT)	AREA (ACRES)
A	93-4-123-192-0120	MILLS HOLDINGS LLC	VARIES	0.003	15	0.021
B	92-4-122-241-0300	MILLS HOLDINGS LLC	VARIES	0.082	15	0.104
C	93-4-123-192-0140	MILLS HOLDINGS LLC	15	0.131	15	0.131
D	93-4-123-192-0150	MILLS HOLDINGS LLC	15	0.038	15	0.038
E	93-4-123-192-0160	RICHARD E LAWRENCE	15	0.053	15	0.053
F	93-4-123-193-0101	MILLS HOLDINGS LLC	15	0.473	15	0.474



Photography by AeroMetric Inc.



SHERIDAN ROAD (STH 32) WATER MAIN  
E-14-011

## RELOCATION ORDER EXHIBIT FOR PERMANENT WATER MAIN EASEMENTS

7/6/2015



1 inch = 800 feet



**LEGAL DESCRIPTION OF PERMANENT LIMITED EASEMENT FOR  
WATER MAIN, ACCESS & MAINTENANCE PURPOSES**

**FROM:**

**TAX KEY NO.: 93-4-123-192-0120**

**MILLS HOLDINGS LLC**

**PHYSICAL ADDRESS:**

**SHERIDAN ROAD,**

**PLEASANT PRAIRIE, WI**

**MAILING ADDRESS:**

**4015 80<sup>TH</sup> STREET**

**KENOSHA, WI 53142**

**TO:**

**THE VILLAGE OF PLEASANT PRAIRIE**

**KENOSHA COUNTY, WISCONSIN**

A permanent limited easement for water main purposes being a part of Southeast 1/4, of the Northwest 1/4 of Section 19, Town 1 North, Range 23 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described as follows:

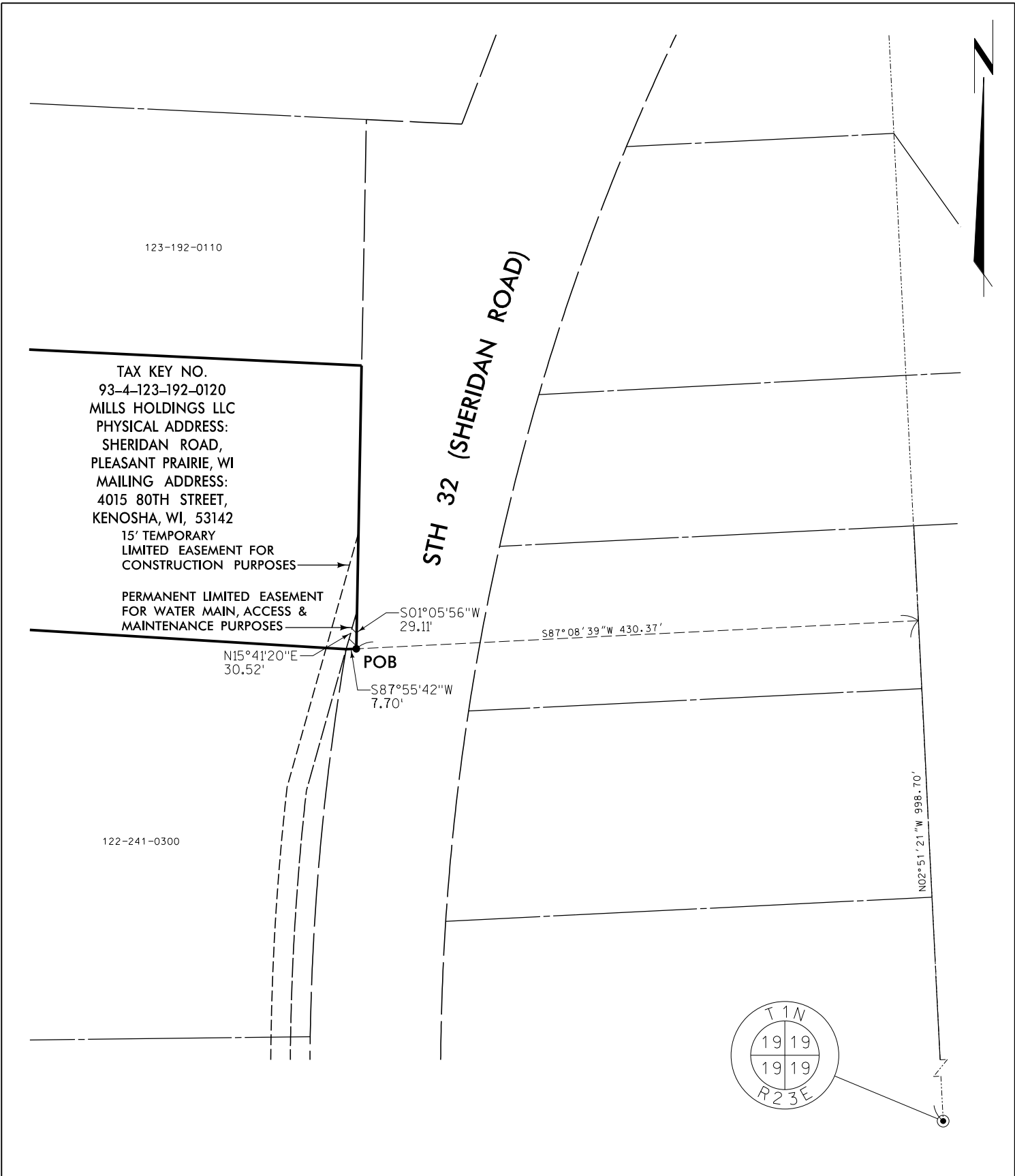
Commencing at the southeast corner of said Northwest 1/4; thence North 02°51'21" West along the east line of said Northwest 1/4, 998.70 feet; thence South 87°08'39" West, 430.37 feet to the westerly right-of-way line of STH 32 (Sheridan Road) and the point of beginning; thence South 87°55'42" West along grantor's southerly property line, 7.70 feet; thence North 15°41'20" East, 30.52 feet to the westerly right-of-way line of STH 32; thence South 01°05'56" West, along said westerly right-of-way line, 29.11 feet to the point of beginning.


The above-described permanent limited easement contains 112 square feet (0.003 acres) of land more or less.

**ALSO**

A 15-foot wide temporary limited easement for construction purposes located adjacent to, and westerly of, the above-described permanent limited easement.

The above-described temporary limited easement contains 914 square feet (0.021 acres) of land more or less.



<b>PLEASANT PRAIRIE WATER SYSTEM</b> <b>93-4-123-192-0120, MILLS HOLDINGS LLC</b>		<b>IMPROVEMENTS</b> <b>WATER MAIN EASEMENT</b>	<b>W140965.00</b>
 <b>gai consultants</b> 700 GENEVA PARKWAY LAKE GENEVA, WI 53147 262.348.5600 • FAX 262.348.9979		LOCATION: <b>VILLAGE OF PLEASANT PRAIRIE</b> <b>KENOSHA COUNTY, WISCONSIN</b>	
		SCALE: <b>1"=100'</b> DATE: <b>JULY 6, 2015</b>	
		DRAWN BY: <b>M. RUBENDALL</b>	

**LEGAL DESCRIPTION OF PERMANENT LIMITED EASEMENT FOR  
WATER MAIN, ACCESS & MAINTENANCE PURPOSES**

**FROM:**

**TAX KEY NO.: 92-4-122-241-0300**

**MILLS HOLDINGS LLC**

**PHYSICAL ADDRESS:**

**SHERIDAN ROAD,**

**PLEASANT PRAIRIE, WI**

**MAILING ADDRESS:**

**4015 80<sup>TH</sup> STREET**

**KENOSHA, WI 53142**

**TO:**

**THE VILLAGE OF PLEASANT PRAIRIE**

**KENOSHA COUNTY, WISCONSIN**

A permanent limited easement for water main purposes being a part of Southeast 1/4, of the Northwest 1/4 of Section 19, Town 1 North, Range 23 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described as follows:

Commencing at the southeast corner of said Northwest 1/4; thence North 02°51'21" West along the east line of said Northwest 1/4, 704.20 feet; thence South 87°08'39" West, 480.31 feet to the westerly right-of-way line of STH 32 (Sheridan Road) and the point of beginning; thence South 89°18'32" West along grantor's southerly property line, 15.01 feet; thence Northerly, 188.62 feet along the arc of a curve whose center lies to the east, whose radius is 1975.08 feet, whose interior angle measures 05°28'18" and whose chord bears North 03°40'23" East, 188.55 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom; thence North 15°41'20" East, 112.55 feet to grantor's northerly property line; thence Southerly, 297.90 feet along the westerly right-of-way line of STH 32 and the arc of a curve whose center lies to the east, whose radius is 1960.08 feet, whose interior angle measures 08°42'29" and whose chord bears South 05°18'14" West, 297.62 feet to the point of beginning.

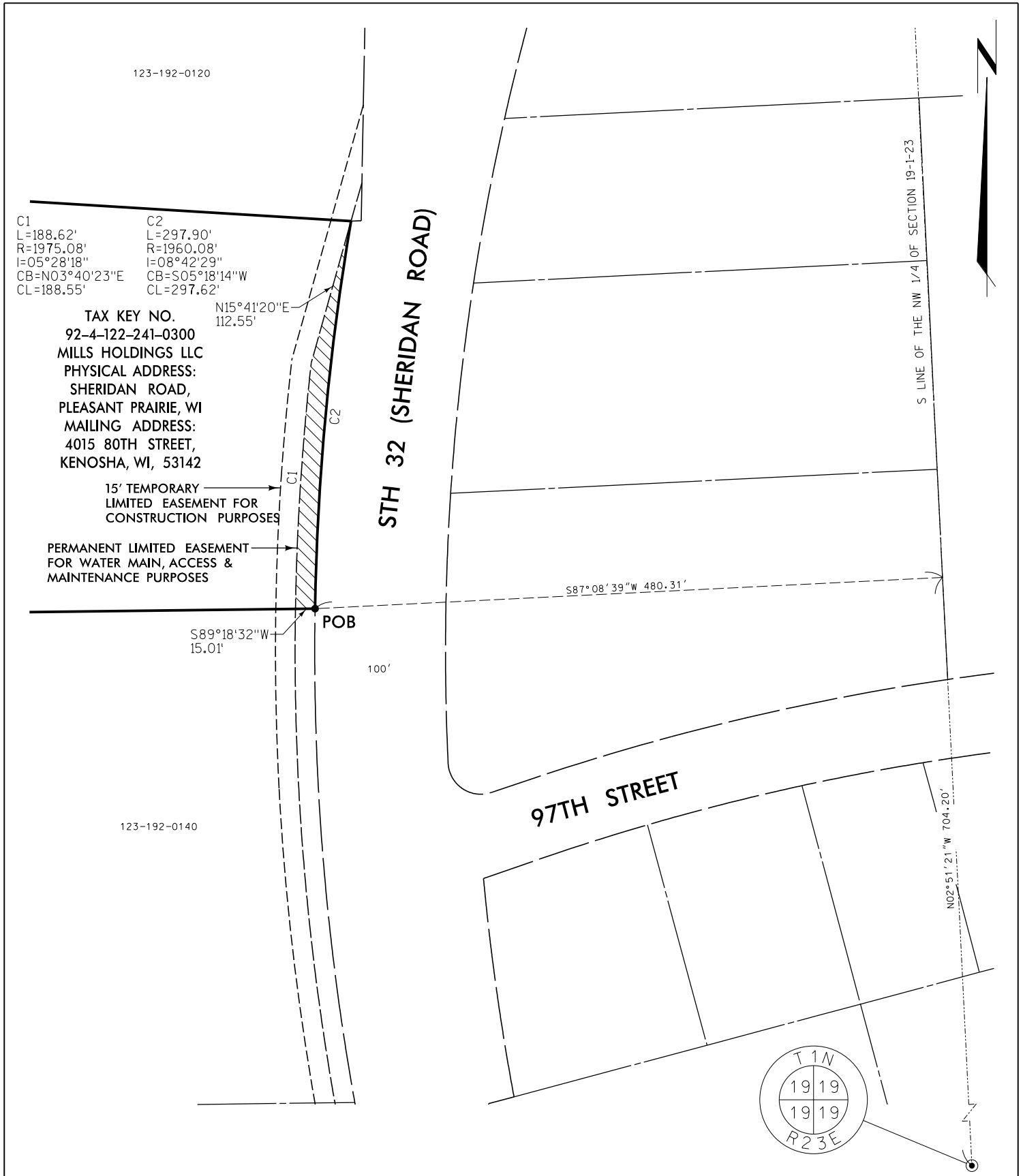
The above-described permanent limited easement contains 3,590 square feet (0.082 acres) of land more or less.


**ALSO**

A 15-foot wide temporary limited easement for construction purposes located adjacent to, and westerly of, the above-described permanent limited easement.

The above-described temporary limited easement contains 4,526 square feet (0.104 acres) of land more or less.





<b>PLEASANT PRAIRIE WATER SYSTEM</b> <b>92-4-122-241-0300, MILLS HOLDINGS LLC</b>		<b>IMPROVEMENTS</b> <b>WATER MAIN EASEMENT</b>	<b>W140965.00</b>
 <b>gai consultants</b> 700 GENEVA PARKWAY LAKE GENEVA, WI 53147 262.348.5600 • FAX 262.348.9979		LOCATION: <b>VILLAGE OF PLEASANT PRAIRIE</b> <b>KENOSHA COUNTY, WISCONSIN</b>	
		SCALE: <b>1"=100'</b> DATE: <b>JULY 6, 2015</b>	
		DRAWN BY: <b>M. RUBENDALL</b>	

**LEGAL DESCRIPTION OF PERMANENT LIMITED EASEMENT FOR  
WATER MAIN, ACCESS & MAINTENANCE PURPOSES**

**FROM:**

**TAX KEY NO.: 93-4-123-192-0140**

**MILLS HOLDINGS LLC**

**PHYSICAL ADDRESS:**

**SHERIDAN ROAD,**

**PLEASANT PRAIRIE, WI**

**MAILING ADDRESS:**

**4015 80<sup>TH</sup> STREET**

**KENOSHA, WI 53142**

**TO:**

**THE VILLAGE OF PLEASANT PRAIRIE**

**KENOSHA COUNTY, WISCONSIN**

A 15-foot wide permanent limited easement for water main purposes being a part of Southeast 1/4, of the Northwest 1/4 of Section 19, Town 1 North, Range 23 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described as follows:

Commencing at the southeast corner of said Northwest 1/4; thence South 89°38'28" West along the south line of said Northwest 1/4, 410.19 feet to the westerly right-of-way line of STH 32 (Sheridan Road); thence North 15°00'12" West along said westerly right-of-way line, 147.07 feet; thence Northerly, 166.25 feet along said westerly right-of-way line and the arc of a curve whose center lies to the east, whose radius is 1960.08 feet, whose interior angle measures 04°51'40" and whose chord bears North 12°34'22" West, 166.25 feet to the point of beginning; thence South 89°18'32" West along grantor's southerly property line, 15.21 feet; thence Northerly, 379.43 feet along the arc of a curve whose center lies to the east, whose radius is 1975.08 feet, whose interior angle measures 11°00'26" and whose chord bears North 04°33'59" West, 378.85 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom to grantor's northerly property line; thence North 89°18'32" East along said northerly line, 15.01 feet to the westerly right-of-way line of STH 32; thence Southerly, 379.46 feet along said westerly right-of-way line and the arc of a curve whose center lies to the east, whose radius is 1960.08 feet, whose interior angle measures 11°05'31" and whose chord bears South 04°35'47" East, 378.86 feet to the point of beginning.

The above-described permanent limited easement contains 5,692 square feet (0.131 acres) of land more or less.

**ALSO**

A 15-foot wide temporary limited easement for construction purposes located adjacent to, and westerly of, the above-described permanent limited easement.

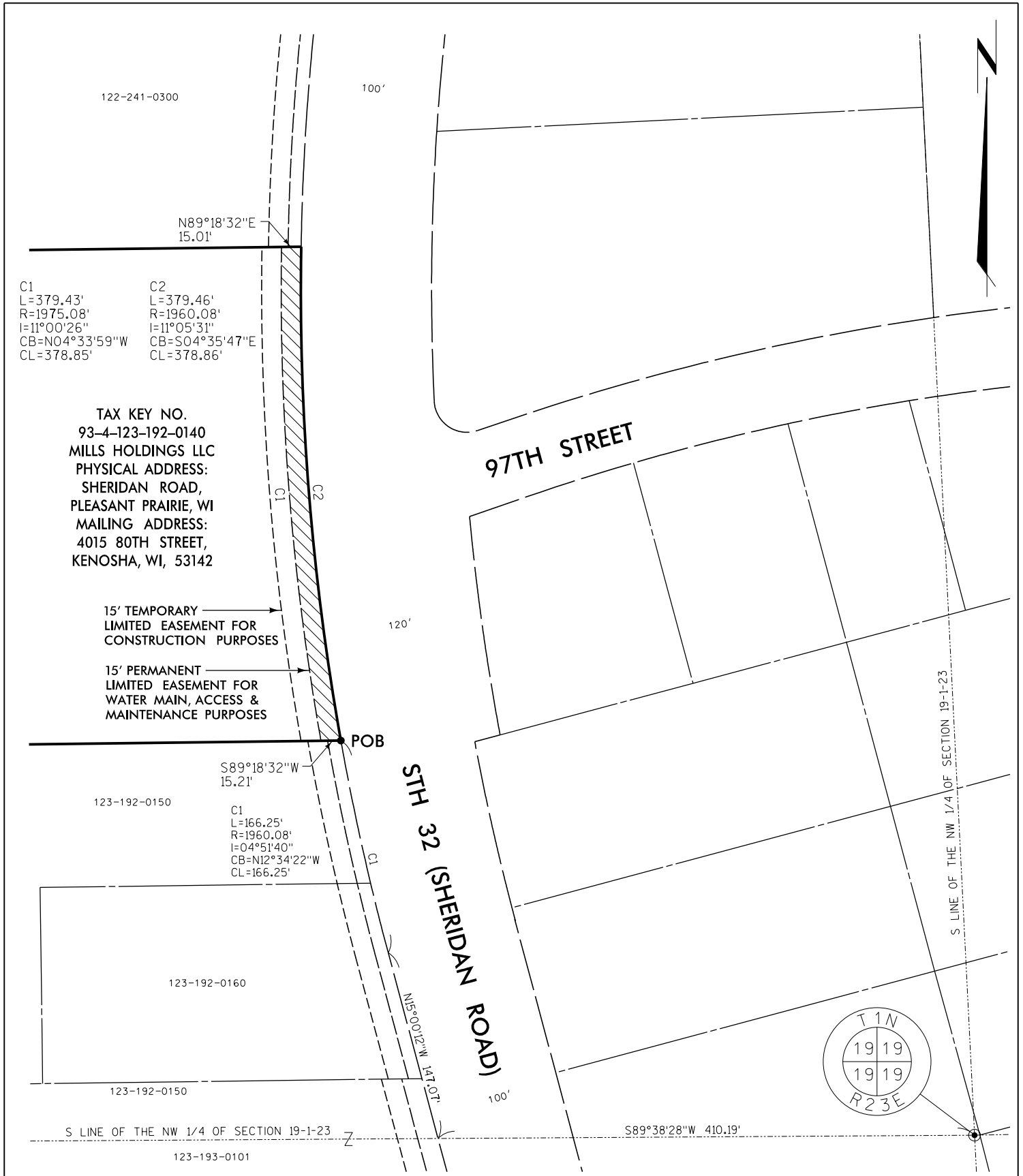
The above-described temporary limited easement contains 5,691 square feet (0.131 acres) of land more or less.

GAI Consultants, Inc.

May 22, 2015

MWR

P.N. W140965.00



<b>PLEASANT PRAIRIE WATER SYSTEM</b> <b>93-4-123-192-0140, MILLS HOLDINGS LLC</b>	<b>IMPROVEMENTS</b> <b>WATER MAIN EASEMENT</b>	<b>W140965.00</b>
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LOCATION: <b>VILLAGE OF PLEASANT PRAIRIE</b> <b>KENOSHA COUNTY, WISCONSIN</b>
SCALE: <b>1" = 100'</b> DATE: <b>MAY 22, 2015</b>
DRAWN BY: <b>M. RUBENDALL</b>

**LEGAL DESCRIPTION OF PERMANENT LIMITED EASEMENT FOR  
WATER MAIN, ACCESS & MAINTENANCE PURPOSES**

**FROM:**

**TAX KEY NO.: 93-4-123-192-0150**

**MILLS HOLDINGS LLC**

**PHYSICAL ADDRESS:**

**SHERIDAN ROAD,  
PLEASANT PRAIRIE, WI**

**MAILING ADDRESS:**

**4015 80TH STREET  
KENOSHA, WI, 53142**

**TO:**

**THE VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**

A 15-foot wide permanent limited easement for water main purposes being a part of Southeast 1/4, of the Northwest 1/4 of Section 19, Town 1 North, Range 23 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described as follows:

Commencing at the southeast corner of said Northwest 1/4; thence South 89°38'28" West along the south line of said Northwest 1/4, 410.19 feet to the westerly right-of-way line of STH 32 (Sheridan Road); thence North 15°00'12" West along said westerly right-of-way, 147.07 feet; thence Northerly, 54.93 feet along said westerly right-of-way line and the arc of a curve whose center lies to the east, whose radius is 1960.08 feet, whose interior angle measures 01°36'20" and whose chord bears North 14°12'02" West, 54.93 feet to the point of beginning; thence South 89°15'08" West along grantor's southerly property line, 15.37 feet; thence Northerly, 111.36 feet along the arc of a curve whose center lies to the east, whose radius is 1975.08 feet, whose interior angle measures 03°13'49" and whose chord bears North 11°41'06" West, 111.34 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom to grantor's northerly property line; thence North 89°18'32" East along said northerly line, 15.21 feet to the westerly right-of-way line of STH 32; thence Southerly, 111.37 feet along said westerly right-of-way line and the arc of a curve whose center lies to the east, whose radius is 1960.08 feet, whose interior angle measures 03°15'20" and whose chord bears South 11°46'12" East, 111.36 feet to the point of beginning.

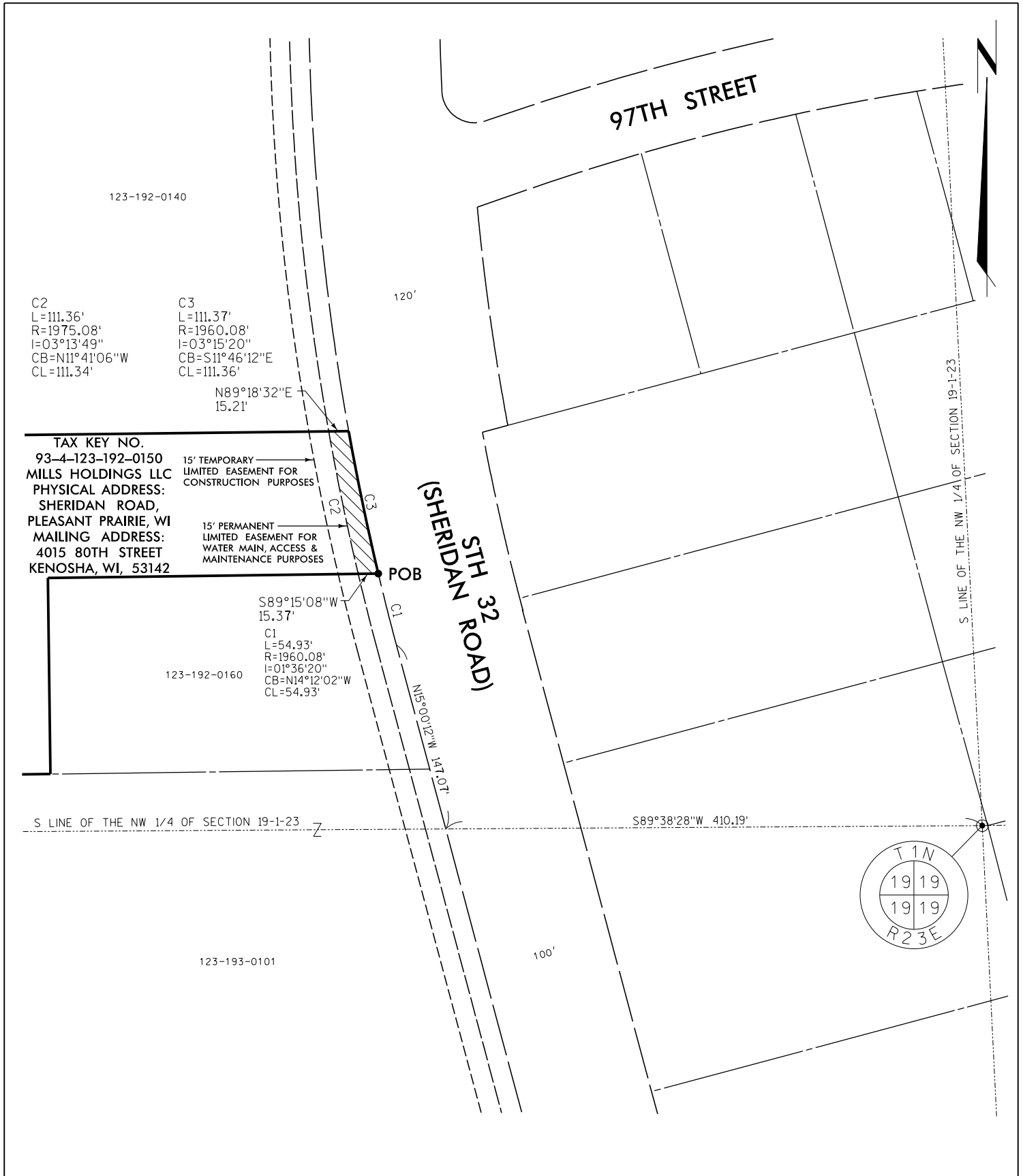
The above-described permanent limited easement contains 1,670 square feet (0.038 acres) of land more or less.


**ALSO**

A 15-foot wide temporary limited easement for construction purposes located adjacent to, and westerly of, the above-described permanent limited easement.

The above-described temporary limited easement contains 1,670 square feet (0.038 acres) of land more or less.





<b>PLEASANT PRAIRIE WATER SYSTEM</b> <b>93-4-123-192-0150, MILLS HOLDINGS LLC</b>		<b>IMPROVEMENTS</b> <b>WATER MAIN EASEMENT</b>	<b>W140965.00</b>
 <b>gai consultants</b> 700 GENEVA PARKWAY LAKE GENEVA, WI 53147 262.348.5600 • FAX 262.348.9979		LOCATION: <b>VILLAGE OF PLEASANT PRAIRIE</b> <b>KENOSHA COUNTY, WISCONSIN</b>	
		SCALE: <b>1" = 100'</b> DATE: <b>JUNE 2, 2015</b>	
		DRAWN BY: <b>M. RUBENDALL</b>	

**LEGAL DESCRIPTION OF PERMANENT LIMITED EASEMENT FOR  
WATER MAIN, ACCESS & MAINTENANCE PURPOSES**

**FROM:**

**TAX KEY NO.: 93-4-123-192-0160**

**RICHARD E. LAWRENCE**

**PHYSICAL ADDRESS:**

**9746 SHERIDAN ROAD,**

**PLEASANT PRAIRIE, WI**

**MAILING ADDRESS:**

**9746 SHERIDAN ROAD**

**PLEASANT PRAIRIE, WI 53158**

**TO:**

**THE VILLAGE OF PLEASANT PRAIRIE**

**KENOSHA COUNTY, WISCONSIN**

A 15-foot wide permanent limited easement for water main purposes being a part of Southeast 1/4, of the Northwest 1/4 of Section 19, Town 1 North, Range 23 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described as follows:

Commencing at the southeast corner of said Northwest 1/4; thence South 89°38'28" West along the south line of said Northwest 1/4, 410.19 feet to the westerly right-of-way line of STH 32 (Sheridan Road); thence North 15°00'12" West along said westerly right-of-way line, 47.42 feet to the point of beginning; thence South 89°15'08" West along grantor's southerly property line, 15.48 feet; thence North 15°00'12" West, 95.84 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom; thence Northerly, 58.72 feet along the arc of a curve whose center lies to the east, whose radius is 1975.08 feet, whose interior angle measures 01°42'12" and whose chord bears North 14°09'07" West, 58.71 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom, to grantor's northerly property line; thence North 89°15'08" East along said northerly line, 15.37 feet to the westerly right-of-way line of STH 32; thence Southerly, 54.93 feet along said westerly right-of-way line and the arc of a curve whose center lies to the east, whose radius is 1960.08 feet, whose interior angle measures 01°36'20" and whose chord bears South 14°12'02" East, 54.93 feet; thence South 15°00'12" East along said westerly right-of-way line, 99.65 feet to the point of beginning.

The above-described permanent limited easement contains 2,318 square feet (0.053 acres) of land more or less.

**ALSO**

A 15-foot wide temporary limited easement for construction purposes located adjacent to, and westerly of, the above-described permanent limited easement.

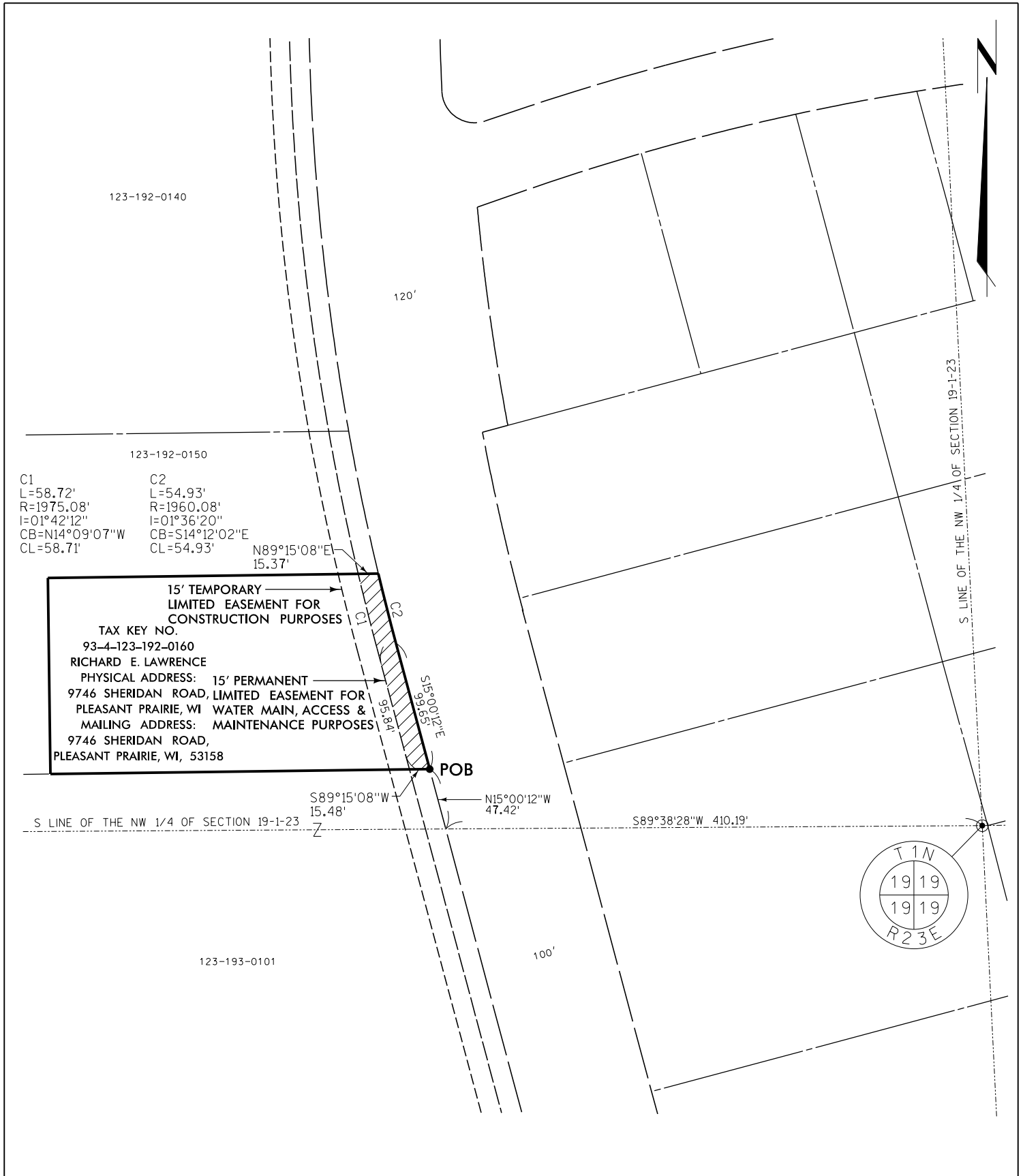
The above-described temporary limited easement contains 2,318 square feet (0.053 acres) of land more or less.

GAI Consultants, Inc.

May 22, 2015, Rev: June 2, 2015

MWR

P.N. W140965.00



**PLEASANT PRAIRIE WATER SYSTEM IMPROVEMENTS  
93-4-123-192-0160, LAWRENCE | WATER MAIN EASEMENT**

**W140965.00**



LOCATION: **VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**

SCALE: **1" = 100'**      DATE: **JUNE 2, 2015**

DRAWN BY: **M. RUBENDALL**

**LEGAL DESCRIPTION OF PERMANENT LIMITED EASEMENT FOR  
WATER MAIN, ACCESS & MAINTENANCE PURPOSES**

**FROM:**

**TAX KEY NO.: 93-4-123-193-0101**

**MILLS HOLDINGS LLC**

**PHYSICAL ADDRESS:**

**SHERIDAN ROAD,**

**PLEASANT PRAIRIE, WI**

**MAILING ADDRESS:**

**4015 80TH STREET**

**KENOSHA, WI, 53142**

**TO:**

**THE VILLAGE OF PLEASANT PRAIRIE**

**KENOSHA COUNTY, WISCONSIN**

A 15-foot wide permanent limited easement for water main purposes being a part of Southeast 1/4, of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 19, Town 1 North, Range 23 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin described as follows:

Commencing at the northeast corner of said Southwest 1/4; thence South 89°38'28" West along the north line of said Southwest 1/4, 410.19 feet to the westerly right-of-way line of STH 32 (Sheridan Road) and the point of beginning; thence South 15°00'12" East along said westerly right-of-way line, 1171.61 feet; thence Southerly, 200.19 feet along said westerly right-of-way line and the arc of a curve whose center lies to the west, whose radius is 3769.88 feet, whose interior angle measures 03°02'33" and whose chord bears South 13°28'55" East, 200.17 feet; thence South 78°02'21" West, 15.00 feet; thence Northerly, 199.39 feet along the arc of a curve whose center lies to the west, whose radius is 3754.88 feet, whose interior angle measures 03°02'33" and whose chord bears North 13°28'55" West, 199.37 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom; thence North 15°00'12" West, 1175.42 feet, parallel with the westerly right-of-way line of STH 32 and 15.00 feet perpendicular to the west therefrom, to grantor's northerly property line; thence North 89°15'08" East along said northerly line, 15.48 feet to the westerly right-of-way line of STH 32; thence South 15°00'12" East, along said westerly right-of-way line, 47.42 feet to the point of beginning.

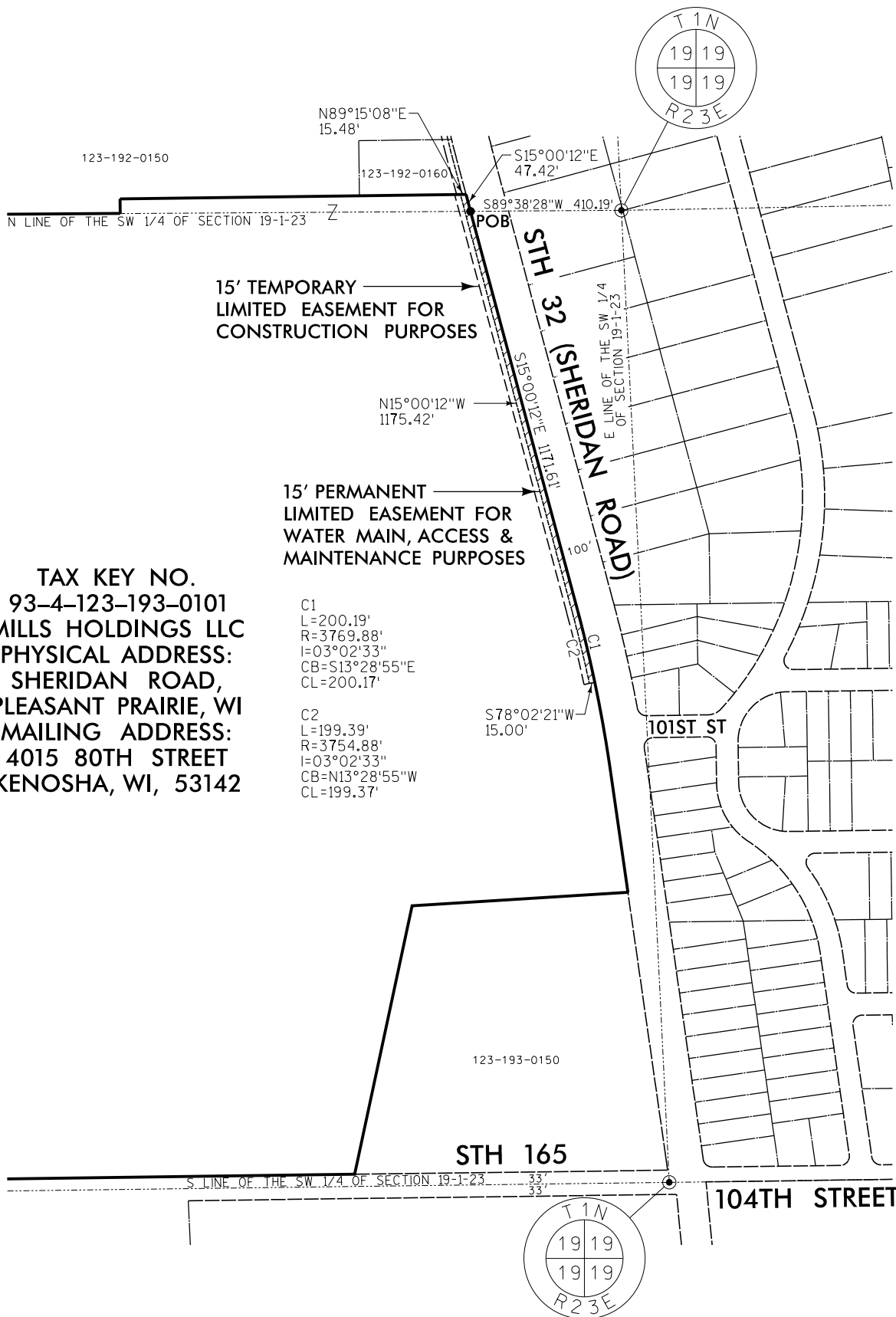
The above-described permanent limited easement contains 20,600 square feet (0.473 acres) of land more or less.

**ALSO**

A 15-foot wide temporary limited easement for construction purposes located adjacent to, and westerly of, the above-described permanent limited easement.

The above-described temporary limited easement contains 20,645 square feet (0.474 acres) of land more or less.






TAX KEY NO.  
 93-4-123-193-0101  
 MILLS HOLDINGS LLC  
 PHYSICAL ADDRESS:  
 SHERIDAN ROAD,  
 PLEASANT PRAIRIE, WI  
 MAILING ADDRESS:  
 4015 80TH STREET  
 KENOSHA, WI, 53142

C1  
 L=200.19'  
 R=3769.88'  
 I=03°02'33"  
 CB=S13°28'55"E  
 CL=200.17'

C2  
 L=199.39'  
 R=3754.88'  
 I=03°02'33"  
 CB=N13°28'55"W  
 CL=199.37'

PLEASANT PRAIRIE WATER SYSTEM 93-4-123-193-0101, MILLS HOLDINGS LLC		IMPROVEMENTS WATER MAIN EASEMENT	W140965.00
 <b>gai consultants</b> 700 GENEVA PARKWAY LAKE GENEVA, WI 53147 262.348.5600 • FAX 262.348.9979		LOCATION: VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN	
		SCALE: 1" = 400'      DATE: MAY 22, 2015	
		DRAWN BY: M. RUBENDALL	

**RESOLUTION #15-24**

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE  
SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE  
CONSTRUCTION OF THE SHERIDAN ROAD (STH 32) WATER MAIN IN  
THE VILLAGE OF PLEASANT PRAIRIE THE PROJECT GENERALLY  
CONSISTS OF THE CONSTRUCTION OF A 16-INCH WATER DISTRIBUTION MAIN  
ALONG SHERIDAN ROAD (STH 32) AND 91ST STREET / 7TH AVENUE (EAST OF  
SHERIDAN ROAD), FROM 104TH STREET (SOUTH LIMITS)  
TO 90TH STREET (NORTH LIMITS).**

**RESOLVED**, by the Village Board of the Village of Pleasant Prairie, Kenosha County,  
Wisconsin:

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property with the construction of the Sheridan Road (STH 32) Water Main in the Village of Pleasant Prairie. The project generally consists of the construction of a 16-inch water distribution main along Sheridan Road (STH 32) and 91st Street / 7th Avenue (East of Sheridan Road), from 104th Street (south limits) to 90th Street (north limits).
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
  - A. Preliminary plans and specifications for the improvements.
  - B. An estimate of the entire cost of the proposed improvements.
  - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection

6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.
7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

**Passed and adopted this 20<sup>th</sup> day of July, 2015.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink, President

Attest:

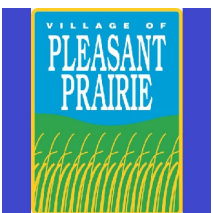
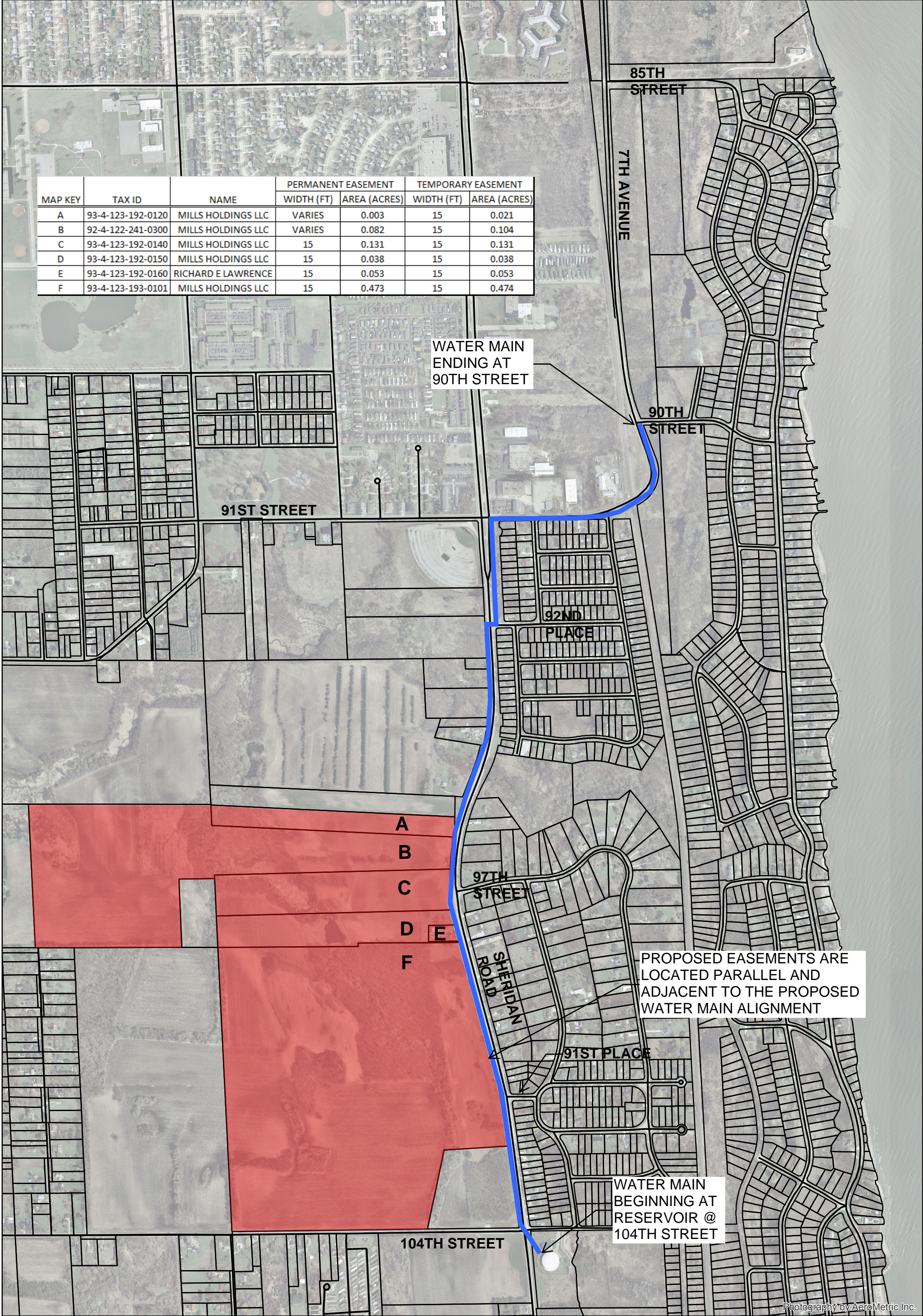
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Jane M. Romanowski, Clerk

Posted:



MAP KEY	TAX ID	NAME	PERMANENT EASEMENT		TEMPORARY EASEMENT	
			WIDTH (FT)	AREA (ACRES)	WIDTH (FT)	AREA (ACRES)
A	93-4-123-192-0120	MILLS HOLDINGS LLC	VARIES	0.003	15	0.021
B	92-4-122-241-0300	MILLS HOLDINGS LLC	VARIES	0.082	15	0.104
C	93-4-123-192-0140	MILLS HOLDINGS LLC	15	0.131	15	0.131
D	93-4-123-192-0150	MILLS HOLDINGS LLC	15	0.038	15	0.038
E	93-4-123-192-0160	RICHARD E LAWRENCE	15	0.053	15	0.053
F	93-4-123-193-0101	MILLS HOLDINGS LLC	15	0.473	15	0.474



SHERIDAN ROAD (STH 32) WATER MAIN  
E-14-011

# RELOCATION ORDER EXHIBIT FOR PERMANENT WATER MAIN EASEMENTS

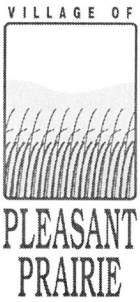
7/6/2015



1 inch = 800 feet

Photography by AeroMetric Inc.





NOTICE TO RESIDENTS  
OF  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39<sup>th</sup> Avenue, Pleasant Prairie, WI on Monday, February 2, 2015, at the 6:00 p.m. to consider:

- A. The adoption of a preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of 461 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 97<sup>th</sup> Street and Springbrook Road; 454 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 100<sup>th</sup> Street and Springbrook Road; and 439 linear feet of water main along Springbrook Road west of 39<sup>th</sup> Avenue in the Village of Pleasant Prairie.
- B. Other items set forth on the agenda of said meeting which are available in the municipal offices.

Dated: January 19, 2015

  
Jane M. Romanowski  
Village Clerk

Publish one (1) time  
January 27, 2015

**Village of Pleasant Prairie  
Office of the Village Administrator**

July 16, 2015

**TO:** Board of Village Trustees

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

**RE:** Revisions to the Village's Burning Ordinance

The Village Staff is recommending certain changes to the Village's Ordinance governing Open Burning. The Village has received increasing complaints concerning the open burning of leaves and green yard waste as well as complaints about the vagueness of open fires for cooking or recreation. With these issues in mind, coupled with a determination by the USEPA and the Wisconsin DNR that the Village of Pleasant Prairie, east of I-94 is not in compliance with air-quality standards, the Village evaluated what changes should occur.

The Village Solid Waste Utility as part of the 2015 budget acquired an additional leaf vacuum to increase the productivity of leaf collection. The resources that are being allocated to the collection of leaves are such that leaf burning would not be necessary. The revised ordinance also defines prohibited burning of chemically manufactured or coated materials.

The proposed ordinance clearly defines what permissible open fires in residential areas are.

- Burning of dried branches.
- Burning of structures for the purpose of Fire & Rescue Department training.
- Burning of recreational fires.
- Burning of outdoor cooking fires.
- Fires permitted by the Chief of Fire & Rescue

Within the limits of this chapter, the Chief of Fire & Rescue may allow certain fires with the issuance of a permit. Permitted fires shall include:

- Controlled prairie fires for environmental management purposes.
- Bonfires.
- Recreational fires.

1. Recreational fires shall be allowed without a burn permit, if the following conditions are met. If the following conditions are not met, a burn permit shall be required.

- i. Fires are contained within a portable fire pit or noncombustible structure with ember arresting screens/lids less than 3 feet X 3 feet X 3 feet in size.
- ii. Portable fire pits or noncombustible structures must be located at least 10 feet away from any structure. Specific site anomalies and wind conditions may dictate that the distance be increased.
- iii. Portable fire pits shall be placed on a noncombustible surface.
- iv. Fires shall be attended at all times by a minimum of one person who is at least 16 years of age.
- v. Adequate fire-suppression equipment, such as a fire extinguisher, water hose or water container, shall be present at all times.
- vi. Portable fire pits or noncombustible structures shall be listed by a national recognized testing organization or acceptable to the Fire & Rescue Department.
- vii. Burning of yard waste or other refuse is prohibited; only clean, dry wood can be used.
- viii. Flammable or combustible liquids shall not be used to ignite the fire.
- ix. Smoke shall be limited and shall not become a nuisance to neighbors or public roads.
- x. No flame shall at any time exceed one foot in height over the source fuel.
- xi. Portable fire pits or noncombustible structures shall not be used between 11:00pm and 10:00am

Instructional and training fires.  
Burning of dried branches.

The Chief of Fire & Rescue will develop an administrative rule and procedure for the issuance and tracking of burning permits. Burning that requires a permit will carry a fee of \$25.00 for the initial fee and \$10.00 for renewals. Violations of the Open Burning Ordinance or regulations would be subject to penalties provided for in **Chapter 1 § 1-4** of the Municipal Code.

**ORDINANCE #15-25**

**ORDINANCE TO AMEND  
CHAPTER 180 OF THE MUNICIPAL CODE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO OPEN BURNING**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees, of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 180-13 of the Municipal Code is hereby amended as follows:

**§ 180-13. Open burning.**

Purpose: The purpose of this section is to prohibit or manage the burning of materials in the Village because of the health risk from air and water pollution which results from such burning. It is felt that only by completely prohibiting the burning of rubbish, leaves and green or soft yard waste, including grass clippings, pine needles and leaves can this unnecessary health risk and pollution be abated. (Link to EPA Notice of Non-attainment)

A. Prohibited fires. No person shall kindle, start, or maintain any fire other than fires as allowed in Subsection **B.**

(1) The following fires are prohibited:

- (a) The burning of any construction waste including but not limited to treated or painted wood, plywood, composite wood products, and other wood products that are painted, varnished or treated with preservatives.
- (b) The burning of any solid waste including but limited to asphalt and products containing asphalt. (Link to solid waste definition § **292-5**)
- (c) The burning of any rubbish or garbage including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.
- (d) The burning of any waste oil or other oily wastes except used oil burned in a heating device for energy recovery subject to the approval of the Village.
- (e) The burning of any plastic material including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.
- (f) The burning of green or soft yard waste, including grass clippings, pine needles and leaves.
- (g) The burning of commercial waste.



- (h) The burning of any rubber including but not limited to tires and synthetic rubber-like products.
  - (i) The burning of any newspaper, corrugated cardboard, container board, office paper and other materials that must be recycled in accordance with § 292-5.
  - (j) The burning or kindling of any fire on any balcony, under any overhanging portion of a structure or within 10 feet of any structure or any other combustible structure.
- (2) Open burning shall be prohibited when local circumstances make the fire potentially hazardous. Local circumstances include, but are not limited to, thermal inversions, wind, ozone alerts, very dry conditions and during the Village-declared hours for Halloween trick or treating.
  - (3) No person shall kindle, start or maintain any fire which can or will emit smoke and/or objectionable odors which shall result in the discomfort, annoyance, or danger to the adjacent property owners or the traveling public. The Chief of Fire & Rescue or his/her designee shall be the one to determine if the fire needs to be extinguished.
  - (4) No person shall kindle, start or maintain any fire upon any street, road, park, right-of-way, ditch, or culvert within the Village, or upon property of another, without the property owner's permission.
  - (5) Fires shall not be started within a minimum of:
    - (a) Fifty feet from any structure.
    - (b) Fifteen feet from any property line.

B. Permitted fires. Fires allowed by the Fire & Rescue Department are the following:

- (1) Burning of dried branches.
- (2) Burning of structures for the purpose of Fire & Rescue Department training.
- (3) Burning of recreational fires.
- (4) Burning of outdoor cooking fires.
- (5) Fires permitted by the Chief of Fire & Rescue as established in Subsection C of this section.

C. Rules. The Chief of Fire & Rescue shall establish rules for permits.

- (1) Within the limits of this chapter, the Chief of Fire & Rescue may permit certain fires with the issuance of a permit. Permitted fires shall include:

(a) Controlled prairie fires for environmental management purposes.

(b) Bonfires.

(c) Recreational fires.

1. Recreational fires shall be allowed without a burn permit if the following conditions are met. If the following conditions are not met, a burn permit shall be required.
  - i. Fires are contained within a portable fire pit or noncombustible structure with ember arresting screens/lids less than 3 feet X 3 feet X 3 feet in size.
  - ii. Portable fire pits or noncombustible structures must be located at least 10 feet away from any structure. Specific site anomalies and wind conditions may dictate that the distance be increased.
  - iii. Portable fire pits shall be placed on a noncombustible surface.
  - iv. Fires shall be attended at all times by a minimum of one person who is at least 16 years of age.
  - v. Adequate fire-suppression equipment, such as a fire extinguisher, water hose or water container, shall be present at all times.
  - vi. Portable fire pits or noncombustible structures shall be listed by a national recognized testing organization or acceptable to the Fire & Rescue Department.
  - vii. Burning of yard waste or other refuse is prohibited; only clean, dry wood can be used.
  - viii. Flammable or combustible liquids shall not be used to ignite the fire.
  - ix. Smoke shall be limited and shall not become a nuisance to neighbors or public roads.
  - x. No flame shall at any time exceed one foot in height over the source fuel.
  - xi. Portable fire pits or noncombustible structures shall not be used between 11:00pm and 10:00am

(d) Instructional and training fires.

(e) Burning of dried branches.

(2) The Chief of Fire & Rescue shall establish administrative rules for the issuance and tracking of burning permits.

(3) Conditions to be satisfied before or during open burning.

(a) The owner of the property shall obtain permits where the permitted fire will take place.

(b) Fires shall not be ignited with flammable or combustible liquids, such as gasoline, kerosene, fuel oil, diesel fuel, etc.

(c) Hours. Fires are permitted within the following time periods:

[1] Fires (except for cooking) may be started or kindled after 10:00 a.m., when conditions permit.

[2] Fires (except for cooking and recreation) shall be out by sunset.

[3] All recreational fires shall be out by 11:00 p.m.

(4) Supervision. A competent person shall constantly attend open fires and cooking fires until such fires are extinguished. This person shall have a garden hose connected to the water supply or other fire extinguishing equipment readily available for use.

(5) No open flame, candles, or other flame fixtures shall be used in any public building or structure, except within a duly constituted church, lodge building or structure. Unattended open flame, candles, or other open flame fixtures shall not be used in seated areas of any public assembly room or building, including church or lodge buildings.

(6) Sky Lantern. An airborne lantern typically made of paper with a wood frame containing a candle, fuel cell composed of waxy flammable material or other open flame which serves as a source to heat the air inside of the lantern to cause it to lift into the air including “sky candles”, “air paper lanterns”, and other similar devices designed to be levitated by open flame and released into the air uncontrolled are prohibited.

D. Open burning permits and fees.

(1) Initial or original open burning permits will be issued by the Fire & Rescue Department upon completion of a fire prevention inspection of the site where the burning is intended to take place.

(2) Open burning permits will be reissued in the following calendar year when there was a burning permit on record for the previous year and the location of the burning site has not changed.

(3) Fees.

(a) Initial open burning permit: \$25.

(b) Reissue open burning permit: \$10.

E. Violations. Any person who shall violate any provision of this section, or any order, rule or regulation made hereunder, may be subject to a penalty as provided in § 180-24 of this chapter and Chapter 1 § 1-4 of this Code.

Passed and adopted this 20th day of July, 2015.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, President

Attest:

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Jane M. Romanowski, Clerk

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



Village of Pleasant Prairie, WI  
Wednesday, July 15, 2015

## Chapter 180. FIRE AND RESCUE PROTECTION

### § 180-13. Open burning.

- A. Prohibited fires. No person shall kindle, start, or maintain any fire other than fires as allowed in Subsection **B**.
- (1) The following fires are prohibited:
    - (a) The burning of any construction waste.
    - (b) The burning of any solid waste.
    - (c) The burning of any garbage.
    - (d) The burning of any rubbish.
    - (e) The burning of any field or grassland or prairie.
    - (f) The burning of green or soft yard waste, including grass clippings.
    - (g) The burning of commercial waste.
  - (2) Open burning shall be prohibited when local circumstances make the fire potentially hazardous. Local circumstances include, but are not limited to, thermal inversions, wind, ozone alerts, very dry conditions and during the Village-declared hours for Halloween trick or treating.
  - (3) No person shall kindle, start or maintain any fire which can or will emit smoke and/or objectionable odors which shall result in the discomfort, annoyance, or danger to the adjacent property owners or the traveling public.
  - (4) No person shall kindle, start or maintain any fire upon any street, road, park, right-of-way, ditch, or culvert within the Village, or upon property of another, without the property owner's permission.
  - (5) Fires shall not be started within a minimum of:
    - (a) Fifty feet from any structure.
    - (b) Fifteen feet from any property line.
- B. Permitted fires. Fires permitted by the Fire & Rescue Department are the following:
- (1) Burning of dried yard waste.

- (2) Burning of structures for the purpose of Fire & Rescue Department training.
  - (3) Burning of recreational fires.
  - (4) Burning of outdoor cooking fires.
  - (5) Fires permitted by the Chief of Fire & Rescue as established in Subsection C of this section.
- C. Rules. The Chief of Fire & Rescue shall establish rules for permits.
- (1) Within the limits of this chapter, the Chief of Fire & Rescue may permit certain fires with the issuance of a permit. Permitted fires shall include:
    - (a) Controlled prairie fires.
    - (b) Bonfires.
    - (c) Recreational fires.
    - (d) Instructional and training fires.
    - (e) Burning of dried yard waste, excluding leaves.
  - (2) The Chief of Fire & Rescue shall establish administrative rules for the issuance and tracking of burning permits.
  - (3) Conditions to be satisfied before or during open burning.
    - (a) The owner of the property shall obtain permits where the permitted fire will take place.
    - (b) Fires shall not be ignited with flammable or combustible liquids, such as gasoline, kerosene, fuel oil, diesel fuel, etc.
    - (c) Hours. Fires are permitted within the following time periods:
      - [1] Fires (except for cooking) may be started or kindled after 10:00 a.m., when conditions permit.
      - [2] Fires (except for cooking and recreation) shall be out by sunset.
      - [3] All recreational fires shall be out by 11:00 p.m.
  - (4) Supervision. A competent person shall constantly attend open fires and cooking fires until such fires are extinguished. This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.
  - (5) No open flame, candles, or other flame fixtures shall be used in any public building or structure, except within a duly constituted church, lodge building or structure. Unattended open flame, candles, or other open flame fixtures shall not be used in seated areas of any public assembly room or building, including church or lodge buildings.
- D. Open burning permits and fees.
- (1)

Initial or original open burning permits will be issued by the Fire & Rescue Department upon completion of a fire prevention inspection of the site where the burning is intended to take place.

- (2) Open burning permits will be reissued in the following calendar year when there was a burning permit on record for the previous year and the location of the burning site has not changed.
  - (3) Fees.
    - (a) Initial open burning permit: \$25.
    - (b) Reissue open burning permit: \$10.
- E. Violations. Any person who shall violate any provision of this section, or any order, rule or regulation made hereunder, shall be subject to a penalty as provided in § **180-26** of this chapter and Chapter **1**, Article **I**, of this Code.

**ORDINANCE #15-26**

**ORDINANCE TO AMEND  
CHAPTER 250 OF THE MUNICIPAL CODE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO OPEN BURNING**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees, of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 250-14 of the Municipal Code is hereby amended as follows:

**§ 250-14. Open burning.** (See Chapter 180-13)

- ~~A. Grass fires regulated. No person shall kindle any grass fire within the Village without first securing a written permit from the Fire Department, which shall issue such permit subject to any conditions for the protection of life and property imposed by the Fire Chief.~~
- ~~B. Bonfires regulated. No person shall kindle or cause to be kindled any fire in or upon any street, alley, public way, park or public or private grounds within the Village within 25 feet of any building or within any fire lane unless the same is confined within a wire refuse burner or basket or metal enclosure with a wire cover attached to prevent the escape of sparks and burning material.~~
- ~~C. Halloween fires prohibited. Notwithstanding any of the foregoing provisions of this section, no person shall burn any leaves or grass or any other material whatever at any time during the 24 hours of Halloween day, except that ordinary household rubbish may be burned in an approved rubbish burner as provided in Subsection B above.~~

Passed and adopted this 20th day of July, 2015.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

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

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





Office of the  
Chief of Fire & Rescue  
**Doug McElmury**

To: Michael Pollocoff, Village Administrator; and Members of the Village Board

From: Doug McElmury, Chief

CC: Jane Romanowski, Village Clerk

Date: July 14, 2015

Re: Sale of Used Vehicle

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I am requesting that we sell 5693, a 2000 Jeep Cherokee with 149,887 miles. We had purchased the vehicle used in 2001 with 29,580 miles and converted it into the Assistant Chiefs vehicle. It has served us well but is showing its age and was replaced with another vehicle.

I recommend that the vehicle be disposed of via auction.



**RESOLUTION #15-25**

**RESOLUTION AUTHORIZING THE  
VILLAGE OF PLEASANT PRAIRIE  
TO DISPOSE OF SURPLUS VEHICLES**

**WHEREAS**, the Village of Pleasant Prairie currently owns a 2000 Jeep Cherokee with 149,887 miles; and

**WHEREAS**, the 2000 Jeep Cherokee is no longer capable of performing the work required by the Village because of their age, hours of operation and condition; and

**WHEREAS**, the 2000 Jeep Cherokee is no longer needed to meet the needs of the Fire & Rescue Department.

**NOW, THEREFORE, BE IT RESOLVED**, that the Village Administrator be authorized to sell the 2000 Jeep Cherokee to an authorized automobile auction company.

Passed and adopted this 20<sup>th</sup> day of July, 2015.

---

John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

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



**TO:** Village of Pleasant Prairie Board  
**CC:** Mike Pollocoff, Village Administrator  
**FROM:** Kathleen M Goessl, Finance Director  
**DATE:** July 20, 2015  
**SUBJECT:** Utility Bill Printing and Mailing Contractor

The Finance department is in the process of implementing a new utility billing software, with a go-live of October, 2015. As part of this process, we are switching from postcard bills to bills mailed in an envelope. At the beginning of the process we evaluated doing in-house using a self-mailer versus contracting out and inserting bills into an envelope. The contractor was slightly less, and we thought that our residents would prefer an envelope versus a self-mailer.

A request for proposals was released at the beginning of June, with bids due July 1, 2015. We received six bids, which we evaluated based on four criteria (base cost, additional costs, vendor questions, and reference questionnaire). After evaluation of the proposals, I removed the majority of the additional cost criteria from our valuation, except for back page printing. The rest of the “other costs” were for “inserts” which we would only occasionally mail along with our utility bills. Below are the points and total costs.

<b>Vendor</b>	<b>Total Points</b>	<b>Total Cost</b>	<b>Printing Location</b>	<b>Processing Days</b>
InfoSend	772	\$38,018	IL	24 hours
MailCom	765	\$41,492	WI	24 hours
BMS	746	\$37,771	VA	1-2 days
Variverge	705	\$38,506	TX	Same/Next Day
Dataprose	643	\$39,134	IL	24 hours
Mele Printing	617	\$40,697	LA	2 days

It is important that our utility bills get to our customers on a timely basis. I recommend InfoSend because of their closer printing location and shorter processing time. They ranked 1<sup>st</sup> in the points and 2<sup>nd</sup> in cost analysis, only \$247 behind BMS. See attached for detailed analysis. I am requesting approval to contract with InfoSend for a period of three years with options for two successive one year extensions.

Utility Printing and Mailing Summary  
July, 2015

Total evaluation with added Costs

	Base Cost	Additional Cost	Vendor Questions	References	Total Points	Point Ranking	Total Cost	Price Change from Low	Cost Ranking	Printing Location	Processing Days	Comment
MailCom	310	150	265	181	907	1	41,120	4,660	6	WI	24 hours	Inserts priced low (Other) / Base cost high
InfoSend	336	100	300	124	860	2	38,018	1,559	4	IL	24 hours	
BMS	348	106	196	200	850	3	36,655	196	2	VA	1-2 Days	Mailing from VA , Processing 1 -2 days
Variverge	350	102	219	143	814	4	36,460	-	1	TX	Same/ Next Day	
Dataprose	336	112	277	29	753	5	38,018	1,559	3	IL	24 hours	
Mele Printing	319	60	92	200	672	6	39,953	3,493	5	LA	2 days	

Evaluation without additional costs, except for back page

	Base Cost	Additional Cost	Vendor Questions	References	Total Points	Point Ranking	Total Cost	Price Change from Low	Cost Ranking	Printing Location	Processing Days	Comments
InfoSend	348	0	300	124	772	1	38,018	247	2	IL	24 hours	
MailCom	319	0	265	181	765	2	41,492	3,721	6	WI	24 hours	Higher Base Cost
BMS	350	0	196	200	746	3	37,771	-	1	VA	1-2 Days	Mailing from VA, Processing 1-2 days
Variverge	343	0	219	143	705	4	38,506	734	3	TX	Same/ Next Day	
Dataprose	338	0	277	29	643	5	39,134	1,363	4	IL	24 hours	
Mele Printing	325	0	92	200	617	6	40,697	2,925	5	LA	2 days	



**Total evaluation with added Costs (Inserts)**

1. Base Cost										
Vendor	Received		Person	Title	Base Cost					
	Date	Time			Processing	Postage	Set-up	Custom	On 6,200	Points
Variverge	7/1/2015	9:40 AM	Makenzie Parker	Sales & Marketing	0.09905	0.3910	0	0	36,459.72	350
BMS	7/1/2015	1:30 PM	Vernon Berry	Vp of Sales	0.1000	0.3910	125	0	36,655.40	348
Dataprose	7/1/2015	1:30 PM	Rusty Steele	Regional Manager	0.1050	0.4060	0	TBD	38,018.40	336
InfoSend	7/1/2015	1:30 PM	Robert Crawford	Territory Sales	0.1200	0.3910	0	0	38,018.40	336
Mele Printing	6/30/2015		Kerry Diez	Sales Consultant	0.1350	0.4020	0	0.035	39,952.80	319
MailCom	7/1/2015	1:25 PM	Kent Moore	President	0.1500	0.4000	200	50	41,120.00	310

2. Additional Costs										
Vendor	Add Page	Back Side	Other	Inserts					Costs	Points
				BW - SS	BW - DD	Color - SS	Color - DD	NCOA		
Variverge	0.04150	0.0275		0.0275	0.0550	0.0800	0.1600	50.000	0.39	102
BMS	0.06500	0.0150		0.0500	0.0650	0.0800	0.1000	0.250	0.38	106
Dataprose	0.04000	0.0150		0.0400	0.0600	0.0700	0.1300	0.500	0.36	112
InfoSend	0.10600	-		0.0350	0.0450	0.0900	0.1200	0.350	0.40	100
Mele Printing	0.03000	0.0100		0.0900	0.1200	0.1900	0.2200	-	0.66	60
MailCom	0.01000	0.0050		0.0500	0.0600	0.0600	0.0800	-	0.27	150

3. Vendor questions																				
Vendor	1. Years	Points	2. FSI	Points	3 Size	Points	4 Process	Points	5. Munis	Points	6. State	Points	7. Sub	8. Large	Days	Points	9. Time	Points	Values	Points
Variverge	23	2	6	2	Standard	2	Excellent	3	Yes		TX	0	No	200,000	5-7 Days	0	Same/ Next Day	10	19.00	219
BMS	42	4	6	2	Standard	2	Excellent	3	Yes		VA	0	No	250,000	1-3 days	1	1-2 Days	5	17.00	196
Dataprose	25	2	6	2	Small	0	Good	2	Yes		IL	7	No	275,000	24 hours	3	24 hours	8	24.00	277
InfoSend	18	1	6	2	Standard	2	Excellent	3	Yes		IL	7	No	2,000,000	24 hours	3	24 hours	8	26.00	300
Mele Printing	30	3	4	1	Small	0	Good	2	Yes		LA	0	No	?	2 days	2	2 days	0	8.00	92
MailCom	24	2	4	1	Standard	2	Excellent	3	Yes		WI	7	No	?		0	24 hours	8	23.00	265

4. References													
Vendor	B & C Customer Service/			D, F-I		E - Billing Issues					Total		
	# of	Excellent	Good	Always	Usually	Never	Seldom	Excellent	Average	Score	Points	Points	
Variverge	3	4	2	11	1	3	0	6.00	1.00	5.00	143	814	4
BMS	2	4	0	8	0	2	0	7.00	-	7.00	200	850	3
Dataprose	2	2	2	4	4	2	0	4.00	3.00	1.00	29	753	5
InfoSend	3	5	1	10	2	2	1	5.67	1.33	4.33	124	860	2
Mele Printing	3	6	0	12	0	3	0	7.00	-	7.00	200	672	6
MailCom	3	6	0	12	0	2	1	6.67	0.33	6.33	181	907	1

**Evaluation w/o added costs, except for back page**

1. Base Cost												
Vendor	Received			Person	Title	Base Cost						Points
	Date	Time				Processing	Postage	Backside	Set-up	Custom	On 6,200	
Variverge	7/1/2015	9:40 AM		Makenzie Parker	Sales & Marketing	0.09905	0.3910	0.0275	0	0	38,505.72	343
BMS	7/1/2015	1:30 PM		Vernon Berry	Vp of Sales	0.1000	0.3910	0.0150	125	0	37,771.40	350
Dataprose	7/1/2015	1:30 PM		Rusty Steele	Regional Manager	0.1050	0.4060	0.0150	0	TBD	39,134.40	338
InfoSend	7/1/2015	1:30 PM		Robert Crawford	Territory Sales	0.1200	0.3910	-	0	0	38,018.40	348
Mele Printing	6/30/2015			Kerry Diez	Sales Consultant	0.1350	0.4020	0.0100	0	0.035	40,696.80	325
MailCom	7/1/2015	1:25 PM		Kent Moore	President	0.1500	0.4000	0.0050	200	50	41,492.00	319

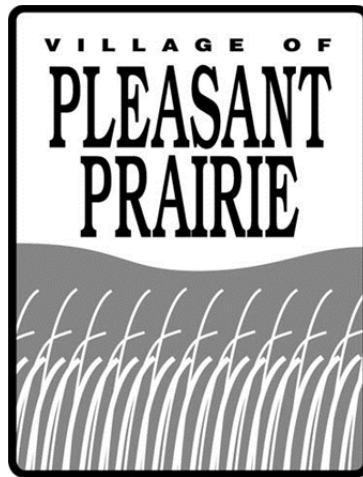
2. Additional Costs											
Vendor	Add Page	Back Side	Other	Inserts					Costs	Points	
				BW - SS	BW - DD	Color - SS	Color - DD	NCOA			
Variverge	0.04150	0.0275		0.0275	0.0550	0.0800	0.1600	50.000	0.39	-	
BMS	0.06500	0.0150		0.0500	0.0650	0.0800	0.1000	0.250	0.38	-	
Dataprose	0.04000	0.0150		0.0400	0.0600	0.0700	0.1300	0.500	0.36	-	
InfoSend	0.10600	-		0.0350	0.0450	0.0900	0.1200	0.350	0.40	-	
Mele Printing	0.03000	0.0100		0.0900	0.1200	0.1900	0.2200	-	0.66	-	
MailCom	0.01000	0.0050		0.0500	0.0600	0.0600	0.0800	-	0.27	-	

3. Vendor questions																				
Vendor	1. Years	Points	2. FSI	Points	3 Size	Points	4 Process	Points	5. Munis	Points	6. State	Points	7. Sub	8. Large	Days	Points	9. Time	Points	Values	Points
Variverge	23	2	6	2	Standard	2	Excellent	3	Yes		TX	0	No	200,000	5-7 Days	0	Same/ Next Day	10	19.00	219
BMS	42	4	6	2	Standard	2	Excellent	3	Yes		VA	0	No	250,000	1-3 days	1	1-2 Days	5	17.00	196
Dataprose	25	2	6	2	Small	0	Good	2	Yes		IL	7	No	275,000	24 hours	3	24 hours	8	24.00	277
InfoSend	18	1	6	2	Standard	2	Excellent	3	Yes		IL	7	No	2,000,000	24 hours	3	24 hours	8	26.00	300
Mele Printing	30	3	4	1	Small	0	Good	2	Yes		LA	0	No	?	2 days	2	2 days	0	8.00	92
MailCom	24	2	4	1	Standard	2	Excellent	3	Yes		WI	7	No	?		0	24 hours	8	23.00	265

4. References													
Vendor	# of	B & C Customer Service/		D, F-I		E - Billing Issues				Score	Points	Total	
		Excellent	Good	Always	Usually	Never	Seldom	Excellent	Average			Points	Ranking
Variverge	3	4	2	11	1	3	0	6.00	1.00	5.00	143	705	4
BMS	2	4	0	8	0	2	0	7.00	-	7.00	200	746	3
Dataprose	2	2	2	4	4	2	0	4.00	3.00	1.00	29	643	5
InfoSend	3	5	1	10	2	2	1	5.67	1.33	4.33	124	772	1
Mele Printing	3	6	0	12	0	3	0	7.00	-	7.00	200	617	6
MailCom	3	6	0	12	0	2	1	6.67	0.33	6.33	181	765	2

# **Village of Pleasant Prairie**

Request for  
Proposals



Utility Billing Statement  
Printing and Mailing Services

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## **Request of Proposals**

### **FOR THE Village of Pleasant Prairie, Wisconsin**

Sealed bids will be received until 2:00 **P.M., Wednesday, July 1, 2015**, at Pleasant Prairie Village Hall for "**UTILITY BILLING STATEMENT PRINTING AND MAILING SERVICES.**" Bids will be opened in the Village Board Room at Village Hall and prices will be publicly read **at that time.**

The scope of the project is to outsource the monthly printing and mailing of our utility statements. Bids and all required supplemental materials must be enclosed in a sealed envelope, endorsed, and addressed as follows:

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Return Address:

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

Bid for: UTILITY BILLING STATEMENT PRINTING AND MAILING SERVICES

The Village reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities.



## 1 SCHEDULE OF EVENTS

Request for proposals release date	June 11, 2015
Question due date	June 18, 2015
Bid closing date	July 1, 2015
Contract effective date	August 1, 2015

## 2 GENERAL INFORMATION

### 2.1 Definitions:

- 2.1.1 Village – Village of Pleasant Prairie
- 2.1.2 UB – Utility Billings
- 2.1.3 Munis/Tyler-Program Software
- 2.1.4 FSI – Free Standing Inserts
- 2.1.5 Printer or Vendor- Vendor awarded the Print Contract
- 2.1.6 RFP - This request for proposals and all addendums and attachments
- 2.1.7 USPS – United States Postal Service
- 2.1.8 FTP-File Transfer Protocol

### 2.2 Purpose of RFP

The Village outsources the printing, sorting, folding, inserting, postage, and all other processing associated with mailing utility statements. Our mission is to provide the Village and its residents with outstanding service and quality. This RFP is to solicit proposals from Vendors who have considerable proven experience and ability to process and mail our statements in an efficient and timely fashion. This document is intended to provide interested Vendors with sufficient information to enable them to prepare and deliver proposals of service for consideration.

### 2.3 Background

The Village has implemented Munis financial software (a division of Tyler Technologies) and will be implementing Munis utility billing software. With the Go Live of the utility billing module, the Village will move from monthly postcard billing to monthly envelope billing and will convert our current electronic billing and payment options to Munis. The Village in conjunction with Munis will handle the electronic billing and payment options while the Vendor will handle all aspects of printing and mailing the paper based statements. Statement data will be created and submitted for processing with an estimated total of 6,200 bills per month. Bills currently account for water, wastewater, clean water, street lighting, and solid waste collection. Additional services, charges, and fees may be added in the future. Occasionally mailing inserts are required to be sent with the monthly bill.

## 2.4 Contract Overview

The Vendor will be required to work with the Village and Tyler Technologies to build a bill such that bills printed directly from Munis will have the same layout as those printed and mailed by the Vendor. Creation of the bill and all other required setup and testing of bill processing will begin immediately upon award of a contract. The first full production processing and mailing of non-test bills will occur with the Go Live of Munis utility billing software currently scheduled for October, 2015. This contract shall be for a period of three (3) years with options for two (2) successive one (1) year extensions. The agreement may be cancelled anytime by either party without cause and without fees or penalty 90 day- notice. Transmitting, printing & mailing services shall be made in accordance with the **specifications identified** in **Section 3** of this document.

## 2.5 Return Address and Submission of Questions

If you have any questions regarding this RFP:

Kathy Goessl, Finance Director  
Village of Pleasant Prairie, Finance Department  
E-mail: kgoessl@plprairiewi.com

Return RFP Address:

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

In the event that it becomes necessary to revise any part of this RFP, addenda will be emailed. It will be the responsibility of the Bidder to supply an email address to receive any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon.

All questions must be in writing and received no later than June 18, 2015 to be considered.

## 2.6 Contract Terms

- Contract shall commence approximately August 1, 2015, and end July 31, 2018.
- This agreement may be extended for an additional (1) year period at no change in contract amount or conditions if agreed to in writing by the printer and the Village sixty (60) days prior to its expiration. Two (2) such successive extensions may be authorized prior to re-bidding.
- USPS Postage rate changes may be allowed as a change order to the Contract. The Vendor must submit the request in writing to the Finance Department along with official documentation substantiating the USPS rate change. The Village reserves the right to accept or reject the change.

## 2.7 Termination

- Failure to complete any terms or meet other provisions of this contract shall be cause for termination of this Contract.
- Failure to satisfactorily provide printing services of an acceptable quality and in a timely manner will be cause to terminate this Contract at the discretion of the Village of Pleasant Prairie.
- Village of Pleasant Prairie may terminate this Contract without cause with 90 days written notification.

## 2.8 Award

### 2.8.1 Evaluation Codes

Each evaluated specification or requirement has an assigned code. The codes and their meanings are as follows:

- (M) **Mandatory Requirement. The Bidder shall meet this requirement.** Bidders are expected to provide a comprehensive written response to the specification. Within their Bid, Bidders are to detail how they meet the specification. The determination as to whether the Bidder meets the mandatory specification rests solely with the Village. If the Village determines that a Bidder does not meet a mandatory requirement as specified, the Bid shall be deemed non-responsive, and no further evaluation will occur. A letter of determination of non-responsiveness will be issued by Finance Director, and the Bidder shall be removed from further consideration.
- (ME) **Mandatory Evaluated.** Bidders are required to provide a written response to the specification. Bidders not responding to the specification may be found non-responsive and rejected without further consideration.
- (E) **Evaluated.** Bidders are expected to provide a response to the specifications. The samples or specification requirement information minimums must be met to receive a "pass". Bidders not responding to the specification may receive a "fail" for that specification.

### 2.8.2 Scoring

Any specification/requirement with the word "shall," "must," "expected" or "will" is a mandatory requirement or specification. Request for Proposal specifications/requirements will be evaluated on a Pass/Fail basis. Any Bid that fails to meet any single mandatory requirement or specification will be deemed non-responsive and rejected without further consideration. Bidders who meet mandatory specifications/requirements may then have their response to the mandatory specification/requirement evaluated as to how well the Bidder's solution meets the needs of the Village. The following table identifies Request for Proposal sections evaluated on a minimum PASS/FAIL basis, POINTS and COST.

**2.8.3** All bids will be evaluated based on the criteria listed in **Section 4** and the following point value.

- Base Cost 350 points
- Additional Costs to Base Cost 150 points
- Vendor Questions & Printing Samples 300 points
- Reference Questionnaires 200 points

Total Points 1,000 points

Award will be based on the highest point value awarded (Ref. **Appendix A**, Cost Bid; **Appendix B**, Bidder Questions; and **Appendix D**, Reference).

**2.8.4** Upon opening, the Finance Department will inspect the Bid for the following:

- That the Bid was timely per the published closing date and time;
- That the Bid includes a signed Village of Pleasant Prairie Signature Page;
- That the Bid has not been qualified by the Bidder, meaning that the Bidder has not conditioned the Bid based upon the Village accepting terms or conditions established by the Bidder;
- That the Bid contains all required information;
- That the Bid includes a completed Cost Bid.

The total weighted scores for each proposal are normalized by prorating the point total based on the individual bidder's weighted score to the highest scoring bidder's weighted score. The formula is:

$$Y = \frac{(n) X}{z}$$

The evaluation of each bidder's cost proposal will be conducted using the following formula:

The bidder with the lowest overall cost will receive 350 points. Each bidder with greater than the lowest bid will receive points in direct proportion their cost is to the lowest.

Example:

Lowest cost is \$40.00 = 350 points

Next lowest cost is \$50.00; \$40.00 divided by \$50.00 = .8  
.8 X 350 points = 280 points.

Next lowest cost is 100.00: \$40.00 divided by \$100.00 = .4  
.4 X 350 points = 140 points.

### 3. PRINTING SERVICE SPECIFICATIONS

#### 3.1 Format (M)

The Utility Billing Statements are to be single sided; printed on white, 20 lb. 8 1/2 x 11 perforated paper; folded and inserted into a # 10 envelope; postage and processing included. Bills will include no color print, bar coding, and perforation.

#### 3.2 Transmit (M)

The electronic data files will be transmitted from the Munis software built by Tyler Technologies. Available data formats are XML, PDF or PCL file format. The data files will be securely electronically delivered to the Vendor using a mutually agreed upon transmission mechanism, this may include secure FTP or secured HTTP.

A single file will be transmitted to the Vendor for each billing. The vendor will delineate between current and past due accounts in order to take different print actions. Address data submitted will not be CASS certified, the vendor will be required to CASS certify prior to printing to minimize postage costs.

#### 3.3 Deadlines (M)

Deadlines are of vital importance to the Village both as a citizen's service and governmental entity. As such, it is important the printer understands the deadline needs to have the UB files received, checked for file errors, immediate notification to the Village if there are file errors found, printed and mailed.

##### 3.3.1 UB Statement Proofs (M)

The Vendor will match the UB bill designed with Tyler. The initial proof will be due to the Village within two weeks of contract award or no later than August 17, 2015. The final proof with sign off will be due no later than August 26, 2015.

##### 3.3.2 UB Statement Mailing (M)

Files received to the Vendor will fully process the data and submit for mailing within (1) one to (2) two business day of receipt of data.



### **3.4 Items Provided (M)**

We require the completed bills to be processed such that the following items are provided:

- All Billing Paper; white, 20 pound, perforated
- Outgoing #10 Envelope
- All Postage
- All Processing

### **3.5 Color (M)**

The UB Bills and past due statements will be black and white. We are currently designing the bill with Tyler Technologies; the Vendor will need to match the format of the Tyler statements. Mock ups of the statements are included in Appendix C. These mockups are not to scale and it is anticipated minor changes to the statements will occur before the first printing and mailing.

### **3.6 Free Standing Inserts (FSI's) (M)**

The Village may wish to have FSIs included in mailings. Along with the bid, the printer should also indicate how much notice is required to add the FSI to the mailing.

### **3.7 Duplicate Checking Mail Merge (M)**

The Vendor will use duplicate checking and merge all like customers together before mail stuffing in order to have like customer billings combined into a single envelope.

### **3.8 Print Quality (M)**

The quality of the finished product is a serious concern. The printer must be able to produce high quality output. All printing must meet the following standard: be clear and legible, must be accurate. There shouldn't be illegible printing, blemishes or missing pages. The job calls for a quality finished product.

### 3.9 Samples (ME)

A draft sample of the Utility Billing & Past Due Statements that are provided to bidders are scanned and are less than the quality required as referenced in 3.8 above. Printing that does not meet this required standard may be cause for termination of the Contract. The printer must submit a minimum of three (3) different product samples that they have produced within the last year and used by customers. One (1) of those products shall be a Billing Statement with similar itemized detail as Appendix C example on 20 pound paper, one (1) shall be a past due statement.

### 3.10 Confidentiality of Data (M)

Data provided to the Vendor will be used for the sole purpose of issuance of statements for the Village of Pleasant Prairie. The data will not be shared with others or used for any other purposes. It is the Vendors responsibility to secure the data once it leaves the Village of Pleasant Prairie data systems. In the event a data breach occurs the Vendor must alert the Village of Pleasant Prairie in writing within 15 days of discovery of the breach. The Vendor is required to cover any and all costs associated with a data breach.

### 3.11 Problems/Print Issues (M)

When problems arise, the Vendor will communicate with the Utility Billing Division in a timely manner regarding any problems or issues. Normal means of communication will be by phone or email. It will be required that the Vendor respond to correct any issues immediately.

## 4 BID REQUIREMENTS AND FORMAT

### 4.1 Submission

Bids are to be hand-delivered, U.S. mailed, or carrier shipped. Bids must be received at the offices of the Village Finance Department and time stamped no later than the date and time set forth in the RFP or as notified by amendment to the RFP.

- Provide all information on standard 8 ½” X 11” paper. Foldouts containing charts or other material are permitted but should be kept to a minimum.
- Provide one (1) original and two (2) complete copies of the Bid. Include all appendixes.
- Provide three (3) set of samples as listed in section 4.3

### 4.2 Presentations

In-person presentations of all or parts of a proposal will not be permitted. The Village may, later request additional information; elaboration; or clarification of bids in any format that it deems necessary.

**4.3 Samples (ME)**

The printer must submit a minimum of three (3) different product samples that they have produced within the last year and used by customers. One (1) of those products shall be a Billing Statement with similar itemized detail as **Appendix C** example on 20 pound paper, One (1) shall be a past due statement.

**4.4 Escalation Plan (M)**

Submit names and phone numbers of individuals to contact for 24/7/365 availability in case of emergencies.

**4.5 Appendix B (M)**

Submit "Bidder Questions."

**4.6 References (ME)**

See **Appendix D**.

**4.7 Village of Pleasant Prairie Signature Page (M)**

Responses to this RFP are to be submitted manually (not electronically). A completed and signed original Village of Pleasant Prairie Signature Page is to be submitted. The page is to appear as the first page in the original Cost Bid section of the Bid. It is not necessary that a copy of the Signature Page appear with copies of the samples and Bidder Question submission.

## 5. RPF - Appendix A

### Cost Bid for Utility Billing Statement Printing Services

#### Base Cost

Statement processing- including paper 20 lb. (Standard Form),  
#10 envelope, Printing, Stuffing and Mailing \$ \_\_\_\_\_

Postage- per Piece Cost of postage,  
based on 6,200 or more pieces per mailing \$ \_\_\_\_\_

Programming / setup fee \$ \_\_\_\_\_

Custom Statement Form \$ \_\_\_\_\_

#### Additional Costs to Base Cost

Cost for each additional page: \$ \_\_\_\_\_

Cost back side of statement print- single color black print: \$ \_\_\_\_\_

Any additional costs (fully explain) \$ \_\_\_\_\_

#### Inserts – 20 # Bond Paper:

##### *Black & White*

Vendor prints – single-sided \$ \_\_\_\_\_

Vendor prints – double-sided \$ \_\_\_\_\_

##### *Color*

Vendor prints – single-sided \$ \_\_\_\_\_

Vendor prints – double-sided \$ \_\_\_\_\_

NCOA (Fast Forward) per address corrected \$ \_\_\_\_\_

## **6. RFP - Appendix B pg.1**

### **Bidder Questions for Utility Billing Statement Print Bid**

Please answer the following questions and return this page. NOT returning the answers to these questions may be cause to find your bid non-responsive.

1. Number of years in business:
  
2. Number of different FSIs that may be placed at once:
  
3. Minimum & Maximum size of inserts allowed:
  
4. Describe processes or technology used to minimize postage costs:
  
  
  
  
  
  
  
  
  
  
5. Do you have printing experience with Tyler Technology Munis software?  
(please explain in detail to include file format used from Munis)
  
  
  
  
  
  
  
  
  
  
6. What state will our bills be printed and mailing from? Provide address of printing and mailing location.
  
  
  
  
  
  
  
  
  
  
7. Will any part of the processing and mailing be handled by sub-contractors? If so list the sub-contractor, address and duties they will be performing.



## RFP - Appendix B pg.2

### Bidder Questions for Utility Billing Statement Print Bid

8. For a single customer, what is the largest number of printing and mailings you have process for which the data is electronically transmitted in XML, PCL or PDF file format. What was your time frame for accomplishing this? (please explain in detail & provide up to 3 examples)
9. What is the number of days from receipt of billing file until bill forms will be placed in the USPS for mailing?

## 7. RFP - Appendix C

*Village of Pleasant Prairie billing examples*

*Refer to Separate Attachment- Appendix C*



Village of Pleasant Prairie  
 Pleasant Prairie Utilities  
 9915 39th Ave  
 Pleasant Prairie, WI 53158  
 utilitybill@plprairie.com

**UTILITY BILL**  
**Customer Copy**  
 Keep this portion for your records

Customer Name		Service Address							
FLAT STANLEY TRAVELS		1996 AVENIDA DE ANTIGUA							
Bill Number	Bill Date	Account Number - Customer Number						Current Billing Due Date	
100289	08/12/2009	123456789 - 987654						09/05/2009	
Description	Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (400 cu. ft.)	Charge	
TYLER TOWN GAS	0222557	07/14/2009	08/11/2009	897	898	E	1000901	14.78	
CITY GAS FRANCHISE FEE								.30	
COST OF GAS OF TYLER TOWN								3.83	
COST OF GAS FRANCHISE FEE								.08	
TYLER TOWN GAS TAX								1.41	
WATER	43677227	07/14/2009	08/11/2009	536	543	E	7	15.35	
WATER FRANCHISE FEE								.31	
WATER RIGHTS ACQUISITION								.42	
WATER RIGHTS MANAGEMENT								.35	
WATER TAX								.82	
SEWER BASED ON WATER								7.86	
SEWER FRANCHISE FEE								.16	
SEWER TAX								.40	
SOLID WASTE									
SENIOR RATE CONTRIBUTION								.78	
RECYCLING FEES								3.03	
SOLID WASTE FRANCHISE FEE								.08	
SOLID WASTE TAX								.19	

**FAILURE TO RECEIVE BILL DOES NOT WAIVE PAST DUE PENALTY**

See back of bill for rate information

Questions regarding:

Billing - (262) 925-6705 or email utilitybill@plprairie.com

Garbage/Recycling Pick-up - (262) 925-6700

or email sanitation@plprairie.com

View and pay your bill online

[www.PleasantPrairieOnline.com](http://www.PleasantPrairieOnline.com)

1000901	← A	READ CODE:	Total Current Billing	50.15
		A = Actual	Previous Balance	53.40
		E = Estimate	Adjustments	.00
		F = Final	Less Payments Received	.00
		W = Water Co.	Total Amount Due	\$103.55
		Estimate		

**CONTENTS OF EFT COMMENT FIELD UP TO 70 CHARACTERS IN LENGTH**

CONTENTS OF REPRINT MESSAGE 70 CHARACTERS  
 CONTENTS OF COPY-TO MESSAGE 70 CHARACTERS  
 CONTENTS OF BILL MESSAGE 1 RUN CONTROL 70 CHARACTERS  
 CONTENTS OF BILL MESSAGE 2 RUN CONTROL 70 CHARACTERS  
 CONTENTS OF BILL MESSAGE 3 RUN CONTROL 70 CHARACTERS  
 CONTENTS OF BILL MESSAGE 4 RUN CONTROL 70 CHARACTERS  
 CONTENTS OF SPECIFIC BILL MESSAGE 2 BY ACCT TYPE OR GROUP 70 CHARACTERS  
 CONTENTS OF SPECIFIC BILL MESSAGE 3 BY ACCT TYPE OR GROUP 70 CHARACTERS  
 CONTENTS OF SPECIFIC BILL MESSAGE 4 BY ACCT TYPE OR GROUP 70 CHARACTERS  
 THIS IS THE CONTENTS OF THE CREDIT BALANCE MESSAGE 70 CHARACTERS

✂ Detach and return the portion below with your payment ✂



Village of Pleasant Prairie  
 Pleasant Prairie Utilities  
 9915 39th Ave  
 Pleasant Prairie, WI 53158  
 105

**UTILITY BILL REMIT PORTION**

Please write your Account Number on your check and enclose this portion of bill with your payment.

Service Address	Bill Number	Account # - Customer #	Current Billing Due Date	Amount Due
1996 AVENIDA DE ANTIGUA	100289	123456789 - 987654	09/05/2009	\$103.55

CONTENTS OF EFT COMMENT FIELD UP TO 70 CHARACTERS IN LENGTH

**Cut Sheet Bottom Remit**

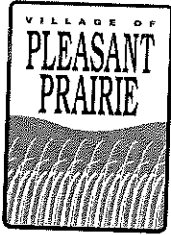
FLAT STANLEY TRAVELS  
 34 YOUNG AVE  
 CROTON-ON-HUDSON, NY 10520-3928



00006042010700100289800000103556

# UTILITY BILL Overflow Report

Customer Name				Service Address					
FLAT STANLEY TRAVELS				1996 AVENIDA DE ANTIGUA					
Bill Number	Bill Date	Account Number - Customer Number				Current Billing Due Date			
100289	08/12/2009	123456789 - 987654				09/05/2009			
Description	Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (100 cu. ft.)	Charge	
TYLER TOWN GAS TAX								1.41	
WATER	43677227	07/14/2009	08/11/2009	536	543	E	7	15.35	
WATER FRANCHISE FEE								.31	
WATER RIGHTS ACQUISITION								.42	
WATER RIGHTS MANAGEMENT								.35	
WATER TAX								.82	
SEWER BASED ON WATER								7.86	
SEWER FRANCHISE FEE								.16	
SEWER TAX								.40	
SOLID WASTE									
SENIOR RATE CONTRIBUTION								.78	
RECYCLING FEES								3.03	
SOLID WASTE FRANCHISE FEE								.08	
SOLID WASTE TAX								.19	



Pleasant Prairie Utilities  
 9915 39th Ave  
 Pleasant Prairie, WI 53158  
 262-925-6705

**Delinquent Notice**  
**Customer Copy**  
 Keep this portion for your records

Customer Name		Service Address		
STANLEY, FLAT		5415 MARTIN LUTHER KING DR		
Service Address	Billing Period	Account # - Customer #	Notice Date	Amount Due
5415 MARTIN LUTHER KING DR	08/07/2008 - 08/08/2008	100000 - 123456	09/01/2008	\$35.04

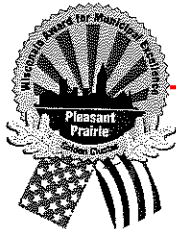
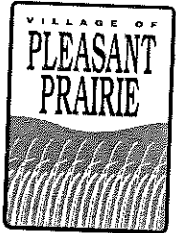
Our records indicate that we have not received payment on your account. Perhaps you have forgotten or have misplaced the bill. Kindly make payment to "Tyler Town" and promptly send to:

Tyler Town  
 PO Box 370  
 Tyler Town, ME 04105

*Pleasant Prairie Utilities*  
*9915-39th Ave*  
*Pleasant Prairie, WI 53158*

Payment must be received by the 20<sup>th</sup> of this month to avoid additional penalties. If you have any questions regarding this bill, please call (262) 925-6705 or email utilitybill@plprairie.com

MUNIS MESSAGES CAN BE USED TO DISPLAY INFORMATION KEYED BY THE USERS  
 THERE ARE 10 MESSAGE FIELDS, EACH WITH 70 CHARACTERS IN LENGTH.  
 MESSAGE FIELD3  
 MESSAGE FIELD4  
 MESSAGE FIELD5  
 MESSAGE FIELD6  
 MESSAGE FIELD7  
 MESSAGE FIELD8  
 MESSAGE FIELD9  
 MESSAGE FIELD10



~~Village of Pleasant Prairie~~  
 Pleasant Prairie Utilities  
 9915 39th Ave  
 Pleasant Prairie, WI 53158  
 (262) 367-3409

th your payment x

**Delinquent Notice**  
**Remit Portion**  
 Please write your Account Number on your check and enclose this portion of bill with your payment.

Service Address	Billing Period	Account # - Customer #	Notice Date	Amount Due
5415 MARTIN LUTHER KING DR	08/07/2008 - 08/08/2008	100000 - 123456	09/01/2008	\$35.04

## Cut Sheet - Bottom Remit

Check here for change of billing address only and note changes below.

STANLEY, FLAT  
 2511 TONY TANK LANE  
 RALEIGH, NC 27613



## 8. RFP - Appendix D

### REFERENCE SHEET — Village of Pleasant Prairie Print Utility Bill Bid

BIDDER NAME \_\_\_\_\_ DATE: \_\_\_\_\_  
REFERENCE CO \_\_\_\_\_ PHONE: \_\_\_\_\_  
REF CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

#### INSTRUCTIONS A. Bidder

1. Print your company name on "Bidder Name" line.
2. Print the name of your reference on "Reference Co" line.
3. Send this form to your reference. Three references are required. To ensure receipt of an adequate number of reference responses, send a Reference Sheet to more than three vendors.
4. It will be your responsibility to follow up with your references to ensure timely receipt of all questionnaires.

#### B. Reference

1. Print the responding individual's name, title, phone# and date on the appropriate lines.
2. Type your response in the following manner. Using this form fill in your answer(s) as required.
3. Email, mail or fax your completed questionnaire to:  
Village of Pleasant Prairie Fax#: (262) 925.6789  
ATTN: Finance Department  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
[kgoessl@plprairiewi.com](mailto:kgoessl@plprairiewi.com)
4. This completed questionnaire **MUST** be received by July 1, 2015, 2:00PM.
5. DO NOT return this questionnaire to the Bidding Vendor.

## II. QUESTIONS

A. What was the scope of the job and what was the volume? \_\_\_\_\_

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Please answer the following ten (10) questions using the scale provided:

- B. How would you rate this printing company's customer service?  
Excellent      Good      Fair      Poor
- C. Would you rate the quality of the vendor's final product as:  
Excellent      Good      Fair      Poor

**II. Questions -Continued**

- D. Was the processing & mailing schedule consistently met?  
Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_
  
- E. Do you have any billing issues with this printer/vendor?  
Always \_\_\_\_\_ Usually \_\_\_\_\_ **Seldom** \_\_\_\_\_ Never \_\_\_\_\_
  
- F. Was the color reproduction consistent and of good quality?  
Always \_\_\_\_\_ Usually \_\_\_\_\_ **Sometimes** \_\_\_\_\_ Never \_\_\_\_\_
  
- G. Rate how quickly and thoroughly the vendor resolves a problem:  
Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_
  
- I. Have the problems you have experienced been dealt with to your satisfaction.  
Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_
  
- J. Did you use Tyler Technology Munis Software to transmit billing data files for printing?  
Yes            No            If no, why not? \_\_\_\_\_
  
- K. Would you do business with this vendor again?  
Yes            No            If no, why not? \_\_\_\_\_
  
- L. What would you do differently the next time you undertake a similar project?

**CERTIFICATION AND CONTRACT OFFER**

**Proposal Title:** Village of Pleasant Prairie  
Utility Bill Printing and mailing  
Services  
**Bid Due Date:** 2:00P.M. Central. July 1. 2015

I, the undersigned, having carefully examined the above referenced RFP document, all other related, attachments, material and information and meet all mandatory requirements; I further agree to furnish Utility Billing Statement Printing and Mailing Services to the Village of Pleasant Prairie ("Village").

I further agree that I will at all times protect the Village's information and not make it available to any other source other than the Village, unless so directed by the Village in writing.

I further agree that this offer to furnish Utility Billing Bill Printing and Mailing Services will remain in effect at the fees proposed for a period of not less than one hundred fifty (150) days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the Village and award is made thereon, I agree to enter into an agreement with the Village to furnish Utility Bill Printing and Mailing Services as specified for the fees proposed and to provide the Village with a W-9.

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other proposer(s), vendor(s) or any other person(s).

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Tax identification#*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_

\_\_\_\_\_  
*Address*

**RETURN THIS COPY (SIGNED) WITH YOUR PROPOSAL**

**RESOLUTION #15-26**

**RESOLUTION RELATING TO AMENDMENT  
OF THE 2015 BUDGET**

WHEREAS, the Village Board of the Village of Pleasant Prairie, authorizes amendments to the 2015 Budget, and;

WHEREAS, it is necessary to *make* certain adjustments in departmental budgets during the fiscal year, as situations change and;

WHEREAS, Fire Department's fire sprinkler plan review and minor equipment (sales of Knox boxes) expenses has exceeded budget, but has been offset by an increase in revenue;

WHEREAS, a budget amendment is necessary to increase budgeted expenses and respectively increase budgeted revenue the same amount to compensate for the increase in expenses and;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Pleasant Prairie hereby authorizes amendments to the 2015 Budget.

Passed this 20<sup>th</sup> of July, 2015

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John P. Steinbrink, President  
Village of Pleasant Prairie

Attest:

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Jane M. Romanowski, Village Clerk

2015 Budget Amendment

**Fire Department**

June - Budget Transfer #53

Org	Object	Description	Reason	Amount
<b><u>Revenue</u></b>				
10442210	443004	Fire Dept Permits	Increased Building Activity	23,000
			Total Revenue Increase	<b>23,000</b>
<b><u>Expenses</u></b>				
10522210	500275	Fire Sprinkler Plan Review	Increased Building activity/ Increased reviews	10,000
10522210	500350	Minor Equipment	Increased in number of knox boxes	13,000
			Total Expense Increase	<b>23,000</b>



## **Statewide Services, Inc.**

Claim Division

1241 John Q. Hammons Dr.  
P.O. Box 5555  
Madison, WI 53705-0555  
877-204-9712

July 7, 2015

Village of Pleasant Prairie  
Attn: Vesna Savic  
9915 39<sup>th</sup> Ave  
Pleasant Prairie WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: Village of Pleasant Prairie  
Date of loss: 07/01/2015  
Our Claim # WM000301740126  
Claimant: Kellie Tavoracci  
4214 Washington Rd #209  
Kenosha WI 53144

Dear Ms. Savic,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Ms. Tavoracci for damage to her vehicle.

We have reviewed the matter and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the City. The City did not have prior actual or constructive notice of the manhole cover condition which allegedly caused this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Dorr  
PO Box 5555  
Madison, WI. 53705-0555  
800-545-2190 Phone  
800-854-1537 Fax  
[sdorr@statewidesvcs.com](mailto:sdorr@statewidesvcs.com)

CC: Rick Kalscheuer



# MEMORANDUM

**To:** Village Board of Trustees

**From:** Michael R. Pollocoff  
Village Administrator

**Date:** July 13, 2015

**Re:** Community Development Authority Appointments

I recommend the following appointments to the Community Development Authority for the terms listed below:

## Community Development Authority

John Steinbrink  
Mike Serpe

Term – August 5, 2016  
Term – August 5, 2016

\* \* \* \* \*