

**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**  
**September 21, 2015**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – August 17, 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. Consider a Professional Services Agreement for the Chateau Eau Plaines Storm Water Improvement Project.
  - B. Consider a Relocation Order for the Cooper Road/97<sup>th</sup> Street Extension project.
  - C. Consider a Proposal to provide Acquisition and Appraisal Services for the Cooper Road/97<sup>th</sup> Street Extension project.
  - D. Consider a Proposal for Professional Architectural Services for the construction of a Public Works storage building.
  - E. Consider a Reappointment to the Community Development Authority.
  - F. Consider a Settlement Agreement between Target Corporation and the Village regarding property assessments.
  - G. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
    - 1) Approve a Certified Survey Map to subdivide the property located at 9222 30th Avenue into two parcels.

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- 2) Approve a Correction Instrument to CSM 2339 for the Rescission of the Trans 233 Restriction on the property generally located at the southwest corner of STH 165 and CTH H.
- 3) Approve a Lot Line Adjustment along the properties located at 12658 Timber Ridge Drive and 6540 126th Place.

8. Village Board Comments

9. Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39<sup>th</sup> Avenue, Pleasant Prairie, WI (262) 694-1400

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
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PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
August 17, 2015  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, August 17, 2015. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Doug McElmury; Fire & Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Sandro Perez, Inspection Superintendent and Vesna Savic, Deputy Village Clerk. Four citizens attended the meeting.

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

Dave Klimisch:

I move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Dave, second by Steve. Any additions, corrections, any changes?

**KLIMISCH MOVED TO APPROVE THE MINUTES OF THE AUGUST 3, 2015 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

- 5. PUBLIC HEARING**
  - A. Consider a "Class A" Intoxicating Liquor Cider Only License for Kwik Trip 230 located at 10451 72nd Avenue.**

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Tom Shircel:

Thank you Mr. President and Board members. This is an application from Joshua Specht, Agent for Kwik Trip, Inc. He has applied for a Class A intoxicating liquor cider only license for a Kwik Trip store that just recently opened at 10451 72nd Avenue. A Class A intoxicating cider only license allows for the sale of fermented juice of apples or pears which contains not less than 0.5 percent alcohol by volume and no more than 7.0 percent alcohol by volume and includes flavored, sparkling and carbonated cider.

As the Board will recall, the Board recently adopted an ordinance incorporating Section 125.51(2)(e) of the Wisconsin Statutes created through the adoption of the State's budget providing the cider only license shall upon application be issued to establishments who hold a Class A Fermented Malt Beverage License.

Seeing that Kwik Trip does hold a Class A license, I recommend that the Class A intoxicating liquor cider only license be issued to Joshua Specht, Agent for Kwik Trip, Inc., subject to the payment of publication costs. State law prohibits collecting a license fee. And this license when granted by the Board will expire June 30, 2016. With that I'll turn it back to the Board.

John Steinbrink:

Thank you, Tom. That being a public hearing I'm going to open it up to public comment or question.

Vesna Savic:

There were no signups.

John Steinbrink:

Anyone wishing to speak on this item? Anyone wishing to speak on this item? Anyone wishing to speak on this item? Hearing none I'm going to close the public hearing and open it up to Board comment or question. Dave?

Dave Klimisch:

I was at the grand opening. Kwik Trip runs a solid operation, 460 some odd stores, so I move approval.

Michael Serpe:

Second.

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John Steinbrink:

Motion by Dave, second by Mike. Any additions, corrections, discussion? I'm going to vouch for it, too. It was a great grand opening. And they offer a great supply. And the neighbors were all happy they have a place to buy bread and gas now so it's working out quite well. Those in favor?

**KLIMISHC MOVED TO APPROVE A "CLASS A" INTOXICATING LIQUOR CIDER ONLY LICENSE FOR KWIK TRIP 230 LOCATED AT 10451 72ND AVENUE; SECONDED BY SERPE; MOTION CARRIED 5-0.**

Michael Serpe:

John, I would ask that Item G be brought forward. We have representatives from the VFW that would like to be heard, and they have another commitment that they have to go to early. So I'd make that a motion.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second.

**SERPE MOVED TO CONSIDER NEW BUSINESS ITEM G; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**G. Consider the request of Pleasant Prairie VFW Post 7308 to host the Wisconsin Loyalty parade and ceremony on April 30, 2016 in Prairie Springs Park.**

John Steinbrink, Jr.:

Mr. President and members of the Board, National Loyalty Day is observed annually on May 1st. This day is set aside to reaffirm loyalty to the United States and for the recognition of the heritage of American freedom. Communities throughout the country also celebrate this patriotic day with parades and ceremonies. Loyalty Day is a holiday that promotes patriotism and recognizes and honors those who serve to protect those freedoms.

The holiday was first observed in 1921. It was originally called Americanization Day. It was recognized by the U.S. Congress in 1955, and made an official reoccurring holiday in 1958 Public Law 85-529. President Eisenhower proclaimed May 1, 1955, the first observance of Loyalty Day. Loyalty Day has been recognized with an official proclamation every year by every president since its inception as a legal holiday in 1958.

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VFWs across the country host Loyalty Day celebrations. Pleasant Prairie VFW Post 7308 is asking that Pleasant Prairie be the location for the Wisconsin 2016 Loyalty Day Parade and Ceremony on Saturday, April 30, 2016, to be held in Prairie Springs Park. A map of the proposed route is attached and on the board. We're looking at having the parade start in the north ball fields and continue in a southwestern direction on Park Drive and ending up within the new park and ride service lot on the south ball diamonds and then a small ceremony to be held at Veteran's Memorial.

Pleasant Prairie VFW Post 7308 has achieved the recognition of All State Post for the past five years as well as being recognized by the National VFW as an All American Post for the past three years. Pleasant Prairie VFW Post 7308 will coordinate the events and team with other veterans organizations, civic and community groups to promote a day for our families and friends to enjoy. This event will not only honor veterans, EMS and police but every American who contributes to support and defend this great country.

Staff recommends that the Village Board of Trustees approve Pleasant Prairie VFW Post 7308's request to host the 2016 Wisconsin Loyalty Parade and ceremony in Pleasant Prairie. With that being said we also have some members of the post here to answer any questions you may have.

John Steinbrink:

Thank you, John. Sir, if you could add anything to it.

Phil Allen:

I think he covered it very well. The State is looking forward to having this event here. It will be the first time we've been able to do that down here and all the State offices are looking forward to this. This is a big deal for us. It's a big deal for our post. And we want to thank you if you're going to let us do this. Right now we'd like to thank you for that because it's an honor for us to do it. It's an honor to do it for our community here as part of our community service. I'd like to introduce our new Commander George Stober [phonetic], and most of you know Randy Strickland [phonetic]. He and I have been around for a while, maybe too long sometimes.

And I appreciate you bumping this up. I didn't know until about two hours ago that I got tickets to the Brewer's game tonight. But we're here to answer any questions you might have. We're going to put together -- we have a meeting Thursday night and, first of all, we wanted to find out if you're going to allow us to do this, and we have to have a meeting Thursday night to form a committee if we're going to do it. That's why we're here to know for sure that we're going to be able to do this. That's our first step. Then we would form a committee to work with your committee and we can work together on this.

Michael Serpe:

Phil, it would be an honor for us to have you do it.

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John Steinbrink:

Now just one question. Are there going to be convertibles or just latent heavy armor with jeeps?

Phil Allen:

It will be mostly convertibles. There will be a hospital bed probably in this parade, too. Our Military Order of the Cooties they do all the work at the hospitals. So they have a float with a hospital bed on it, and they probably will be here with that. It's very interesting to see. We'll have our State Honor Guard is going to be here to lead the parade. We'll have our own judges here. And I asked John there if he would have maybe a wagon out in front of the viewing stand for us for the officers. They'll be on the parade route first. They'll go up and review all the floats coming through along with the judges.

John Steinbrink:

Sounds good. Any questions?

Kris Keckler:

I remember recently when you guys presented this and mentioned a couple of the prior cities. What's been the usual population or numbers of attendees?

Phil Allen:

It depends. It depends on where you're at. We was up in New Richmond last year and it was a thick turnout from the city there. They had both sides of the streets lined. How long was that parade route? It was about two miles, and they were lined both sides of the street the whole two miles. The year before was in Elkhorn. Elkhorn the same way. We went around the square in Elkhorn there from the fairgrounds. It was a big turnout. We ended up at the middle school, and they had a meal there and stuff. So what we're thinking is at the end of this parade route if we had a food stand set up there we'll have to talk about this, what we can do there. And then we'll probably have some kind of a program at the veteran's memorial over there at the end.

John Steinbrink:

Sounds good.

Phil Allen:

There could be 100 entries in this parade. All the fire departments are invited and the police departments. We'd like to invite Somers because the Somers post just consolidated into our post, and we've worked with the fire department over there so we were going to see if they were interested in coming to this parade.

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Michael Serpe:

I think Chris will put this in the newsletter which will be nice, and at the same time you're going to put this in the *Kenosha News* I would hope.

Phil Allen:

The *Kenosha News* and also in our State newspaper.

Kris Keckler:

And this is the one parade for Wisconsin, or do other communities across Wisconsin have a parade also?

Phil Allen:

No, this will be the only one in the State.

Kris Keckler:

So you'll get the word out to everybody.

Phil Allen:

Yeah, we try to pick a new location every year and spread it around. This is the first time it's been this far south so we don't know what the turnout will be. It was pretty good over in Elkhorn, so I think it will be pretty good here.

Michael Serpe:

John, I'd move to grant the permission for the VFW to host their parade on April 30th.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**SERPE MOVED TO APPROVE THE REQUEST OF PLEASANT PRAIRIE VFW POST 7308 TO HOST THE WISCONSIN LOYALTY PARADE AND CEREMONY ON APRIL 30, 2016 IN PRAIRIE SPRINGS PARK; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**



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John Steinbrink:

Thank you, gentlemen, and we look forward to working with you on this.

Phil Allen:

We look forward to working with the Village.

**6. CITIZEN COMMENTS**

John Steinbrink:

Anyone else wishing to speak under citizens' comments? We have a special update here on 39th Avenue. Tom, if you want to give us that.

Tom Shircel:

Yes, thank you, Mr. President. I'll give an update on what's going on here in Village Hall, and then I'll pass it onto John Steinbrink, Jr. on 39th Avenue. I'll start in this room. As you can see this temporary wall along the west wall here is temporary, and that's planned to be coming down later on this week. Behind that wall are two offices for the municipal judge and for the attorney which will be used also as a conference room. Those offices are dry walled, they're painted, the electrical is in, the HVAC has been dropped in so those are wrapping up. There's also a new vestibule in the northwest corner of the building here which will help with the wind when you open the doors to get in this room. It will be warmer and cooler during the summer and winter.

As far as the rest of this room is concerned this will now become the municipal courtroom. Well, it is now, it will be permanently the municipal courtroom. And our meetings now will be held in the former apparatus bay downstairs where the fire station was. So in this room as you can later on this week they're planning or early next week in putting new lighting in which is much needed. I apologize for the darkness tonight. So that's going to happen they tell me later on this week or early next week. They're also going to be looking to put a new roof over this section of the courtroom, a new exterior roof, a new rubber membrane sometime in the next week or two.

Also, they're going to be painting this room making it brighter, lighter. This green wall will be gone. It's going to be sort of a tan-ish, gold-ish color. Some of these darker green tiles in the floor here are going to be popped out and put in a lighter color or a gold sort of tile. That's probably about it for this room.

And then as you know the HR department is getting their offices remodeled as well in the southwest corner of the building. And also our break room is being remodeled. That's sort of on a holding pattern. If you walk back there it looks the same as it did a week or two ago. The elevator they plan on putting in the foundation for the elevator next week so there will be some noise associated with that. But they're going to do that prior to eight in the morning.

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As far as the new auditorium goes which is the old apparatus bay downstairs, if you've been down there that whole southern wall where the apparatus doors is gone. And they put a temporary wall up. So that wall is gone. That's going to become a new wall with glass doors and so on and so forth and a new vestibule as well. So that temporary wall is up, that's there obviously for protection. They put in some electrical rough in. That has started down there. And as we speak right now our IT crew is down there switching our IT from the old room to the new IT room, and that includes fiber optic servers, cabling switching, so and so forth. So that's going on as we speak. And they'll probably be doing that until midnight tonight. So we thank them for their hours there.

And as far as the exterior of the site goes if you noticed the south parking lot which would be the new Village Hall and Village Board meeting parking lot, Plan Commission meeting and so on and so forth, that's been graded. I think the aggregate is down. The light posts are in. If you noticed the next step will be curb and gutter and then paving of that. I'm not sure when that's going to happen. The next couple weeks I'm guessing, but that's well on its way.

If you noticed when you walked in this east wall of the Village auditorium here has been demoed. That's going to be a new all there. There's water getting behind it. It was getting damaged so we're going to put a new wall in there. And last but not least maybe you didn't see them, but there's new monument signage going up in association with this whole renovation. Three signs are up, I should say the masonry work is up. The lettering is not on the signs yet. So there's a new sign for the fire station number 1, there's a new entrance sign at the entrance off of Springbrook Road, and there's a new monument sign for the Village Hall. There will be one more auditorium monument sign to the south here which has not been constructed yet. And there will be two new monument signs within that new roundabout island when that gets completed. So that's what's happening. If you have any questions I'll be glad to answer them.

John Steinbrink:

Any questions for Tom?

Kris Keckler:

I don't have any questions but there's a lot to keep track of, there's a lot going on. So in a few more months it's all going to be --

Tom Shircel:

They're hoping to complete this room here by the end of the month or early September so that's what I was told. And with that I can turn it over to John Steinbrink, Jr., and he'll give an update on 39th Avenue.

John Steinbrink, Jr.:

Thank you, Tom. The first slide on the screen that we have shows the new access that we have to Village Hall. This is actually just on Springbrook west of the entrances or east of the entrances

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looking west. Crews had to go through and re-build Springbrook Road, so we had to go and provide a temporary access just to the south. It's a little bit narrow, but it is enough for vehicles to traverse in and out. And it will probably go to the end of the project because Springbrook Road needs new storm sewer and new grading, new elevations, curb, gutter and pavement.

This is a shot from the center of the roundabout looking west, and Chase Bank is just off onto the left here. So they have the grading done, they have the earthwork is complete, the storm work is in. The storm sewer pipes should be going in shortly. So the whole roundabout part is really starting to take shape.

This is from the Chase Bank looking east. You can see Gordy's in the background, the roundabout. And you can kind of see how the layout will end up. The pile of debris in the middle is the center of the roundabout. That's where the monument signs are going to go. So the grading is done, the earthwork is done, the stone work is in so it's moving along very well.

And then the final picture that we have this shows the south leg of 39th Avenue facing 165. So we're probably just a little bit south of Village Hall looking south towards 165. The concrete pavement is in. You can see the walking path that we have. The stone is in for that. They have the preparation ready to put the curb in and gutter. So it is moving at a good pace, and we're very happy with the progress that we've seen over the last couple weeks. I can answer any other questions you may have on 39th Avenue construction.

Michael Serpe:

John, there's not going to be parking on 39th Avenue is there?

John Steinbrink, Jr.:

Yes, there's going to be some parking there.

Michael Serpe:

There will be?

John Steinbrink, Jr.:

Correct, yes.

Kris Keckler:

And what's the updated time line?

John Steinbrink, Jr.:

The updated time line right now we're probably realistically looking at sometime in mid October is where we're at. Within the roundabout area that AT&T national line, of course, happened to be

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in conflict again so they're working on getting that moved as we speak. We're kind of really at the mercy of AT&T. They were given these plans well over a year in advance. And they actually told us that all of their utilities were out of conflict before we started the project. And then once we got into the project obviously and we found out that there were some conflicts that delayed the project just about four weeks. So it's just kind of unfortunate that it happened. But it was something that was in conflict. And so the contractors can't work until all these conflicts are complete. They were supposed to be done but they weren't, and there really isn't much we can do about it. And we definitely appreciate the patience of everyone during the construction project.

Kris Keckler:

Thank you.

John Steinbrink:

Any other questions? If not, thank you, gentlemen, for that update.

## **7. NEW BUSINESS**

**A. Receive Plan Commission recommendation and consider Ordinance #15-31 to amend the Comprehensive Plan relating to a portion of the Whittier Creek Neighborhood Plan 32 of Appendix 9-3 as a result of the proposed development of the remainder of the Creekside Crossing Development.**

Jean Werbie-Harris:

Mr. President, I would ask that Item B be taken up at the same time. I'll make one presentation with separate actions required.

John Steinbrink:

Okay, motion to bring up Items A and B together?

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

**B. Receive Plan Commission recommendation and consider a Conceptual Plan for the development of 64 single family lots and one (1) two family lot on the remainder of the original Creekside Crossing development area.**

Jean Werbie-Harris:

Mr. President and members of the Board, there are two items on the agenda this evening related to the Creekside development project, the first of which is the conceptual plan amendment, Ordinance 15-31, and that does require a role call vote. And the second item is the conceptual

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plan. Both of these items are being requested by Jonah Hetland of Bear Development, LLC, and he's the agent for Creekside PP, LLC. They're the owner of all that vacant land that's north of the Creekside Crossing development.

What they are proposing is 64 single family lots and one 2-family outlot in the Creekside Crossing development area. Specifically the name of their development is going to be referred to as Creekside Terrace. And this is in the land area that is north of 93rd Street, east of Old Green Bay Road, east of 91st Street, and it's approximately at that extension of Creekside Circle. The original development initially anticipated 24 single family lots, 32 two-unit condos, 16 four-unit condominium buildings and 19 eight-unit condominium buildings.

With the recession and change in the economy in the late 2008/2009 time period, it became very difficult for condominium developments to move forward. At that time the later phases that were proposed by Mastercraft Builders could not move forward. Unfortunately it was lost to the bank, and another development company had actually purchased the land. And since that time Bear Development has actually purchased all of the vacant land from SB1. So what they're proposing is to actually continue the development as a single family lot development as opposed to having condominiums with the exception of one single two-family condominium which would be at that northwest corner of 67th Avenue and 90th Street in the Creekside Terrace area.

The undeveloped land, again, is proposed to instead of having 158 additional condominium units and all the additional breakdowns they are looking to have 64 single family lots and one two-family condominium building. The intent is that the remainder of Creekside Circle would be constructed as well as 62nd Avenue, 91st Street, 90th and some other portions of some new cul-de-sacs at 90th Street and 90th Place.

Again, as part of the first item on the agenda what we're looking to do is update the Whittier Creek Neighborhood Plan which is a component of the Comprehensive Plan. And so the area that we're actually looking at this evening is that southwest portion of the neighborhood which is proposed to be amended. Again, primarily this is the land area within the Creekside Crossing area. However, we are making some minor modifications to the balance of that neighborhood just to the north. And this is because of the fact that we do have some wetlands and floodplains and some other area which make it difficult if not impossible to extend certain improvements.

So as you can see the existing slide on the left side shows that 89th Street, for example, would run as an east/west road through this particular neighborhood at this southwest corner all the way to Green Bay Road. Due to the wetlands and the floodplain this extension is not going to be possible at least with today's regulations. So as a result we've got it terminating in a cul-de-sac on the northeast corner of this development, and then a termination of a cul-de-sac coming off of Old Green Bay Road.

One of the things that they did need to have as required by the DNR and the Corps of Engineers is a significant number of wetland delineations out here. What they found is that a number of the areas were graded, but it kind of left a lot of potholes and areas where wetlands started to pop up. The DNR and the Corps acknowledged the fact that this project was mid stream, and so they

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actually agreed to allow a number of those pop up wetlands to be filled. There are a few of them that do need to be permitted, though.

One of the things that we discussed at length at the Plan Commission meeting is that there's actually going to be less density in this entire neighborhood and less density in this area because we'll be going from condominium to single family units. So the net density in this neighborhood as amended will be reduced. So the average per square foot per dwelling unit will be approximately 20, 447 square feet.

So some of the other things that we talk about as part of the Comprehensive Plan is the current population and projected population. Again, this is within the entire neighborhood which is that mile square area that extends basically from 85th Street to 93rd Street, from Cooper Road to Green Bay. And in that neighborhood the current population is 644 dwelling units or about 1,746 persons. And this includes 395 school age children. Projected population at full build out would be 735 dwelling units or 1,992 persons and about 450 school age children. Pursuant to KUSD for Pleasant Prairie 42 percent of all new dwelling units will have new students that will attend public schools or about 390 students.

The second item on the agenda related to this is the conceptual plan. Again, what they are proposing are single family lots primarily, 64 of them, and one two family lot for a two family condominium building. And, again, this condominium building would be located right here which is just at that north/northwest corner of 90th Street and 62nd Avenue. With respect to their development the minimum lot size will be 12,500, but the average lot size if over 16,000. There will be one two family condo unit building, and there will be five outlots that are created. And the outlots are scattered around the development. There's one at the north end, there's one as you extend from Creekside Circle into the pond area. There's another larger one at the very northwest corner. There's another one at this location. And then we have one final outlot which is located right here. And that Outlot 4 is actually an area to be designated as a public park for the Village of Pleasant Prairie.

And as I indicated before Creekside Circle would be continued and completed pursuant to Village specifications as a public road. And then there would be an extension at this northeast corner of 62nd Avenue. Then there would be an extension of this public street, and there will be an extension on the west side. And then 91st will be extended as a full public cross-section to the boundary. And then from that portion to Old Green Bay Road it's going to be more of a construction road at this time.

One of the items that was addressed significantly when we initially started this development in 2004-2005 is that there needed to be a significant number of floodplain boundary adjustments. Most of them had been completed on the south end and kind of towards the middle and up towards the north, but there have been a significant area that was not yet completed. And so all of this work does need to be completed in order for the roadway extension and some of the other improvements to occur. Again, it started through the process, but they just have to finalize, do the final grading and then file the formal letters of map revision and CLOMR documents with FEMA.

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And as I mentioned earlier there were a number of wetland pockets that had cropped up. Most of them, again, will be filled as part of this development. There will be a couple of them specifically, this one up here which needs to be filled in order to extend that roadway to the north. So that's one that they have to get a fill permit for, and there's one other one on the site. We have a very detailed report as they went through the wetland delineation process with the Army Corps of Engineers and the DNR.

As I started to mention, site access and public improvements for the Creekside development, 91st Street will be the construction access and haul road. Again, it will be constructed to full public improvements to the property boundaries, and then from that portion until Old Green Bay Road it will be more of a construction haul road. And we'll be working with them for the extension of certain public improvements and certain paving so that that will be the entrance for public improvements construction as well as new home construction and the condo unit construction. There's also a large bridge that needs to be put in right here and, again, that haul access road, 91st, will be the access for that location.

Again, a couple of other things. I just want to note some of these basins are existing, but there will be some new stormwater retention basins that will need to be constructed as a result of this new development. And also as noted on here there's going to be a public park that's going to be dedicated to the Village. It will look very similar to the one at Creekside South with playground equipment, swings. Although we are recommending that there will be some sitting benches at the park at the north end.

So those are the two items that are before the Village Board this evening. I'd like to just mention a couple of other things. First of all I do have a draft of the declarations of covenants for the single family development. They're very similar to a couple of other developments that we have in the Village including Ashbury Creek and Devonshire. But we do have those detailed covenants which we will work through. And as part of the preliminary plat process you'll be able to take a look at those.

The other thing that was pretty significant, and we had quite a few people attend the Plan Commission meeting, is that they were very concerned, the residents, that the two family condo which is to be located at this location that that be incorporated into and be responsible for all of the obligations pursuant to the other condominium units in that development. So their attorney outlined a process by which that one two-unit condo could be incorporated into their association and be responsible to comply with their condominium declarations, their bylaws and all of their rules and regulations. It does get somewhat complicated in the fact that all of the majority of the unit owners and their mortgage companies must agree to that in order to incorporate it into that development.

One of the other significant concerns they had was that they wanted it to be owner occupied as a two unit, and that was something else that the developer and his attorney had agreed to. So all of the issues I believe that they had raised or concerns that they raised were satisfied as there were many, many people here, about 60 or so on the last Plan Commission meeting, and I don't see any of those representatives here tonight. But, again, it will go through the process. The next step is going through the preliminary plat process and the final plat process. But all of those

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questions that they had I think were addressed, and we are going to work through that entire process in order to incorporate it into the association. Again, we will need their 100 percent cooperation in order for that to happen for the developer.

So with that this was a matter of public hearing at the Plan Commission meeting. There is a representative for the developer in the audience if you have any questions.

John Steinbrink:

Any questions for the representative.

Michael Serpe:

At the Plan Commission meeting this is one of the first times that we've had an expansion of a subdivision where everybody left I think very happy with what staff had presented. And Jonah answered the questions. They're going to be nice homes developed on those 64 lots, so it's going to be a good addition to this area. And I'd move approval of 15-31 and ask for a roll call vote.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion? Any questions for the developer's representative.

**SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #15-31 TO AMEND THE COMPREHENSIVE PLAN RELATING TO A PORTION OF THE WHITTIER CREEK NEIGHBORHOOD PLAN 32 OF APPENDIX 9-3 AS A RESULT OF THE PROPOSED DEVELOPMENT OF THE REMAINDER OF THE CREEKSIDE CROSSING DEVELOPMENT; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 5-0.**

John Steinbrink:

Now we need adoption of the conceptual plan.

Dave Klimisch:

I move adoption of Item B, the conceptual plan for Creekside Crossing.

Michael Serpe:

Second.



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John Steinbrink:

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

Jean Werbie-Harris:

And this is subject to all the comments and conditions in the staff memo?

John Steinbrink:

Right. And, as you said, the one thing was the density does go down on this site which is something I think all of the neighbors like.

**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CONCEPTUAL PLAN FOR THE DEVELOPMENT OF 64 SINGLE FAMILY LOTS AND ONE (1) TWO FAMILY LOT ON THE REMAINDER OF THE ORIGINAL CREEKSIDE CROSSING DEVELOPMENT AREA, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY SERPE; MOTION CARRIED 5-0.**

- C. Receive Plan Commission recommendation and consider Resolution #15-27 for a floodplain Boundary Adjustment for the property generally located at the 11200 block of 120th Avenue (West Frontage Road) for the construction of the Uline headquarters office building and site improvements.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request by Matt Carey who is the engineer for Pinnacle Engineering Group for Route 165, LLC. We do have a representative from Uline here this evening to answer any questions also. The petitioner is requesting approval of a floodplain boundary adjustment to remove 3,519 cubic yards from the Des Plaines River 100-year floodplain, and to create 4,963 cubic yards of floodplain to compensate for the floodplain being filled.

This is an illustration of the second office building that Uline is proposing to construct. The project would be at the 11200 block of the West Frontage Road. The project would be referred to as the Uline H2 building. This is also a matter that was before the Plan Commission for its preliminary site and operational plans back in March. And just as part of an illustration what I wanted to show you is where the floodplain boundary adjustment is going to be located on this site. Again, it's at the south/southwest corner of this site.

The entire site is approximately 37 acres. They're looking to have a three story building at about 298,000 square feet. This details the information a little bit more specifically. This floodplain boundary adjustment has been before the Village staff and Plan Commission for their review.

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And it's also gone through the Wisconsin DNR and is at the Federal Emergency Management Agency or FEMA.

Specifically, they're requesting approval to place fill within the 100-year floodplain limits along the southern portion of the property and to create additional 100-year floodplain compensatory storage within two retention basins located at the south end of the property adjacent to the floodplain. Natural fill consisting mainly of clay will be utilized as the fill material. The project is anticipated to begin this fall.

A detailed hydraulic analysis and report was completed for the floodplain boundary adjustment using the Army Corps of Engineer HEC-RAC modeling software version 4.1.0. The report incorporates previous data that was used by SEWRPC on 2003 and additional information that was within the 2012 Kenosha County Flood Insurance Study Report. They have completed the HEC 2 model, and there was a detailed analysis that was before the Plan Commission that talked about the Corrective Effective Model that they used, the Pre-Project Model and then the Post-Project Model. So there was a significant amount of work that was done in order to do this evaluation.

The Plan Commission as part of their public hearing did agree that the 100-year floodplain modification complies with all of the Village ordinance requirements. It's consistent with the Village ordinance, and it's not in conflict with any of the Wisconsin DNR or the FEMA rules that are in effect. The floodplain boundaries do not increase the regional flood stage elevation beyond the Uline H2 development. There will be no base flood elevation that increases off site to the adjacent upstream or downstream properties. The floodplain amendment provides adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation on their development site.

The areas removed from the floodplain are contiguous to land lying outside the floodplain. The floodplain storage being removed as defined by the ground surface and the regional flood elevation has a corresponding equal volume of flood storage capacity within the vicinity of the removal to compensate for that flood storage capacity. There is no excavation below the ordinary high water mark that is being utilized as providing an equal volume of storage capacity for the compensation. Areas compensating flood storage capacity are draining from the receiving stream, and the land removed from the floodplain will be filled to an elevation of at least two feet above the elevation of the floodplain.

So with that they are proceeding on to get their conditional letter of map revision based on fill and ultimate a letter of map revision based on fill after the construction is completed from FEMA. The staff and the Plan Commission recommend approval of this floodplain boundary adjustment and request that they move to the next step which involved permitting on the project.

Steve Kumorkiewicz:

So moved to adopt Resolution 15-27.

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Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris for adoption of 15-27. Any discussion?

Michael Serpe:

Not that it's related to the floodplain, but is there any anticipated problems with traffic when this is going to be completed?

Jean Werbie-Harris:

No.

Michael Serpe:

None, okay, good.

Jean Werbie-Harris:

A number of years ago back in 2006 we had done an initial traffic study for this area. That traffic study was then updated again by Uline with the construction of their first building. And then they had completed another amendment to that traffic study. And as part of our evaluation for the Prairie Springs Points South area as well as that intersection all of that had been completely evaluation.

Michael Serpe:

Good, thank you.

John Steinbrink:

Other comments or questions?

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT RESOLUTION #15-27 FOR A FLOODPLAIN BOUNDARY ADJUSTMENT FOR THE PROPERTY GENERALLY LOCATED AT THE 11200 BLOCK OF 120TH AVENUE (WEST FRONTAGE ROAD) FOR THE CONSTRUCTION OF THE ULINE HEADQUARTERS OFFICE BUILDING AND SITE IMPROVEMENTS; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

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**D. Receive Plan Commission recommendation and consider Ordinance Nos. #15-32, #15-33 and #15-34 for Zoning Map and Text Amendments relating to the construction of the Uline Conference Center.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a series of zoning map and text amendments. And this all related, again, to a floodplain boundary adjustment. But in this case we also need to have these same changes reflected on the zoning map and in the zoning text and also in the Comprehensive Plan. So they are requesting to rezone the portion of the property being removed from the floodplain and to rezone the portion of the property wherein the floodplain is created. And they also need to amend the official maps and studies of the Village and to amend the official section of the ordinance as it relates to the development itself because a PUD is being requested.

Their preliminary site and operational plans were approved by the Plan Commission back on June 8th. And as a reminder the site is intended to be used for the construction of a two level, 22,500 square foot Uline conference center. It's generally located on the north banks of an existing retention pond which is located on the southwest side of their Uline Corporate office building. Specifically, that floodplain boundary adjustment is to remove 2,226 cubic yards from the 100-year floodplain and to create 3,795 cubic yards of floodplain. The floodplain will impact their site only and within the interior of that retention pond.

Their final site and operational plans were considered by the Village Plan Commission at their last meeting on August 10th. Again, this gives you some idea of what the facility will look like when it's completed. Again, two levels. It's intended to be a site for corporate meetings, conferences and events with 200 to 300 attendees. Their maximum capacity will be about 350 people. Also with respect to this site their existing parking onsite will handle their existing needs for this particular use so they did not need to expand any additional parking on the site.

The zoning map amendment is to rezone that portion of the property being removed from the floodplain and to rezone that portion being added to the floodplain. And on the slide you can see those two areas, one on the south end that's being removed and on the north end that is being added. Again, these areas are subject to FEMA's approval and their final conditional letter of map revision and final LOMR from FEMA. Next is to specifically amend the floodplain maps and studies. And then, again, this is subject to FEMA's final approval.

And then finally they are requesting a PUD, and that is to amend the Uline corporate campus planned unit development. And this is to allow for the construction of the Uline conference center with a size not to exceed 25,000 square feet in area because this is really an accessory use to their site. And not to exceed 45 feet in height at this location. With that these matters were before the Village Plan Commission at their last meeting. And the Plan Commission recommends approval as presented. And we did not receive any additional comments or concerns from Jockey with respect to this project. So we request approval as presented subject to the comments and conditions as outlined.

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John Steinbrink:

Do you need separate action on these, Jean?

Jean Werbie-Harris:

Yes, please.

Kris Keckler:

Move to approve 15-32 as outlined.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for adoption of 15-32. Any discussion?

**KECKLER MOVED TO ADOPT ORDINANCE #15-32 TO AMEND THE OFFICIAL ZONING MAP PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ORDINANCE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Kris Keckler:

Move to approve 15-33.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for adoption of 15-33. Any discussion on this item?

**KECKLER MOVED TO ADOPT ORDINANCE #15-33 TO AMEND SUBSECTION 420-131(1)(A) [1] OF THE ZONING ORDINANCE RELATING TO THE FPO, FLOODPLAIN OVERLAY DISTRICT FOR THE ULINE CONFERENCE CENTER; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Kris Keckler:

Move to approve 15-34 as outlined.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for adoption of 15-34. Any discussion on this item?

**KECKLER MOVED TO ADOPT ORDINANCE #15-34 TO AMEND APPENDIX C SPECIFIED DEVELOPMENT PLANS #27 OF CHAPTER 420 FOR THE ULINE CORPORATE CAMPUS PLANNED UNIT DEVELOPMENT PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

Michael Serpe:

You can't say enough about what's happening with this company out there. They've changed that whole interstate exchange on 165 and the I. And how they're maintaining it is even great. It's just unbelievable. Glad to have you with us.

**E. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property located at 11206 8th Avenue into two (2) parcels.**

Jean Werbie-Harris:

Mr. President and members of the Board, the petitioner is requesting approval of a certified survey map, and this is to subdivide his property located at 11206 8th Avenue. He's looking to subdivide the property into two. At one point this was two separate properties. But as you can see by the aerial they combined them in the past and put a second garage on the property. And as a result they had one combined property. They are now looking to split them back apart so that they can sell that additional property.

Lot 1 is 9,961 square feet with 80 feet of frontage on 8th Avenue. Lot 2 will be 10,026 square feet with 80.02 feet of frontage on 8th Avenue. The detached garage that is on Lot 2 is intended to be razed as the Village does not permit accessory structures to be on a lot without a principle structure. The new house on Lot 2 will be required to connect to the existing municipal sanitary sewer and water within 8th Avenue, and also will be required to meet the minimum requirements of the R-6 setback within the area. So the minimum setback will be 8 feet on either side, 30 feet as a street yard setback and 25 foot for a rear yard setback.

The proposed land division conforms with the R-6 District requirements related to the lot area and lot frontage. What I can tell you is that the Lot 1 does not meet the side yard setback, but it's a legal nonconforming structure. And as a result as long as the subdivision creates a new legal conforming lot then there are no concerns from the Village's perspective. The one item that we did put as a condition is that if that detached garage is not removed by August 1, 2015 then we

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need -- if it is removed then we need to have that garage physically removed from the face of the CSM. But that will be his deadline to obtain the raze permit and to get that taken care of.

Dave Klimisch:

Can you reconfirm that date?

Jean Werbie-Harris:

October 1, 2015 that he will have to have that garage removed by.

Dave Klimisch:

So that's already passed.

Steve Kumorkiewicz:

No, she changed it.

Jean Werbie-Harris:

October 1, 2015. So with that the Plan Commission recommended approval subject to the comments and conditions. And they're requesting the Board to make that same recommendation.

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP TO SUBDIVIDE THE PROPERTY LOCATED AT 11206 8TH AVENUE INTO TWO (2) PARCELS, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

- F. Receive Plan Commission recommendation and consider a Lot Line Adjustment between the property located at 3464 93rd Street and the vacant property to the east and north.**

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Jean Werbie-Harris:

Mr. President and members of the Board, the petitioners and the owners of the property located at 3464 93rd Street identified as Tax Parcel Number 91-4-122-133-0260 are proposing to adjust the lot line with adjacent vacant property to the north and east identified as Tax Parcel Number 91-4-122-133-0255 owned by Denise Deloria. Both of the properties are zoned R-4 UHO, so with the lot line adjustment both of them will need to remain to have the minimum area and lot width in order to complete this lot line adjustment.

After the lot line adjustment the vacant property will have 140 feet of frontage on 93rd Street which would allow one half of a future right of way and a lot to be created in accordance with the aforementioned neighborhood plan which we refer to in this particular area. The lot line adjustment will comply with the requirements set forth in the Village zoning ordinance and the land division and control ordinance. I will just show you quickly these slides, 34th Avenue is proposed to be extended south from the City and connect to 93rd Street on the east portion of that vacant property. And, again, as I mentioned the lot line adjustment will have enough frontage and allow for a lot to be still created at that location.

As you can see, in some areas of the Village have pretty sophisticated neighborhood plans that were done on the GIS system. This is one of those areas that the sketch plan was done back in the late 1990s and pretty much drawn by hand at that time. So we still use those neighborhood plans, in this case the Isetts neighborhood area in order to make determinations with respect to lot line adjustments and certified survey maps when lots are being create in the Village. With that I'd like to recommend approval for this lot line adjustment as presented.

Steve Kumorkiewicz:

So moved.

Kris Keckler:

Second.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A LOT LINE ADJUSTMENT BETWEEN THE PROPERTY LOCATED AT 3464 93RD STREET AND THE VACANT PROPERTY TO THE EAST AND NORTH, SUBJECT TO THE CONDITIONS SET FORTH BY STAFF; SECONDED BY KECKLER; MOTION CARRIED 5-0.**

**H. Consider a Site Lease Agreement with T-Mobile Central LLC to rent the cellular communication shelter located at the southeast corner of 014th STH 165 and Sheridan Road.**



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Tom Shircel:

Thank you, Mr. President and Board members. This T-Mobile site lease agreement is to accommodate T-Mobile's proposed cellular equipment shelter within the existing 10 by 16 foot Cricket shelter which Cricket abandoned earlier this year. T-Mobile's facility is located at the Village water booster station site at the southeast corner of 104th Street and Sheridan Road. As I mentioned the existing Cricket is vacated, so the re-use and recommissioning of this with T-Mobile is a win-win scenario for both T-Mobile and the Village.

T-Mobile plans to install six new panel antennas and a microwave antenna mounted to the new platform at the 125 foot height on the existing 180 foot tall cell tower. Secondly, installation of the new equipment in the existing 160 foot equipment shelter will occur. And, thirdly, they will install two new cables to power the six panel antennas on the existing monopole. As some background information, currently Nextel Communications is on this tower at the 150 foot height, and they're in the existing shelter to the south of the monopole tower. Also on this tower is Open Range Communications. They sublet 28 square feet from TowerCo which is now SBA who owns the tower back in 2010.

Rent and term as far as this T-Mobile lease is concerned, T-Mobile initially paid the Village \$1,200 per month in rent. The initial term of the lease is five years, and the initial term shall automatically renew for five consecutive term renewals. Rent for each successive renewal term shall be in the amount equal to 110 percent of the rent of the immediately preceding term. With that I know there is a representative in the audience, Steve Manning. We've talked months about this project. Steve was kind enough to come tonight. If you have any questions I'm sure he'll be glad to answer them or I can answer them as well.

Michael Serpe:

Just one. The rent goes to the therapeutic rec program, is that right?

Tom Shircel:

For cell phone monopoles I don't believe so. I'm thinking just for cell facilities on Village water towers goes to the therapeutic rec but I could be wrong there.

Michael Serpe:

Okay. I was under the impression it goes to the therapeutic rec program.

John Steinbrink:

That's what we used to do but it could have changed.

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Tom Shircel:

You could be right.

Michael Serpe:

I hope I am.

John Steinbrink:

Any questions for the representative?

Michael Serpe:

I'd move approval, Mr. Chairman.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Dave Klimisch:

Tom, you said this tower is 180 foot now?

Tom Shircel:

Yes, it's 180 feet tall.

Dave Klimisch:

And how high can they go? Is that the highest there is or is there higher?

Tom Shircel:

I'm not sure what the FAA and FCC regulations are, but this is the tallest one to my knowledge in the Village at 180. I do not have one taller than that. As for the maximum height I'm not sure.

Dave Klimisch:

And do you know how far the range is for those that are in T-Mobile? Does it reach the eastern half of the Village or how far does that go?

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Tom Shircel:

That would be a better question for Mr. Manning if he knows that.

John Steinbrink:

Just give us your name and address for the record.

Steve Manning:

Steve Manning, my office is at 1,500 East Woodfield Road in Schaumburg, Illinois. No, I don't know the answer. Generally speaking the taller the tower the farther the range. It also depends on the amount of what we call ground clutter, buildings, trees and topography within the service area. I would expect three to four miles radius.

Dave Klimisch:

And how many other T-Mobile towers do we have in the Village?

Steve Manning:

Just the Village Hall.

John Steinbrink:

Any other questions for the gentleman? Hearing none, thank you. Any discussion on the item?

**SERPE MOVED TO APPROVE A SITE LEASE AGREEMENT WITH T-MOBILE CENTRAL LLC TO RENT THE CELLULAR COMMUNICATION SHELTER LOCATED AT THE SOUTHEAST CORNER OF 014TH STH 165 AND SHERIDAN ROAD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.**

**I. Consider appointments to the Board of Appeals.**

Tom Shircel:

Thank you, Mr. President and Board members. Mr. President, I believe you and Mike Pollocoff interviewed several candidates to take these four opened positions on the Zoning Board of Appeals. It's recommended tonight that Angelina Kielar take Tom Glassman's term, and that term goes to May 1, 2017; and Duane Pinon his term would go until May 1, 2016 and that would be taking Deb Skarda's place who is now on the Plan Commission; Jeff Olson's term would go until May 1, 2018, and he's be taking David Hildreth's position who is now on the Board of Review. And then there's an open position which is Alternate 2 and that's designated for Sammie Lancia, and her term would go to May 1, 2018. And it's recommended those appointments be approved.

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Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Any discussion? Just the fact these were very good candidates we had. Several of them were in the legal profession. One was retired from construction, and all of them had great interest in working with the Village and becoming part of the process here. We did have one more candidate, and we kind of put him in reserve. And when an opening comes up we're going to look at him for that opening there on one of the other Commissions. But we've been very fortunate with the people that have come forward here. And thank you for your articles in the newsletter, Chris, because that's where they're getting their information from and coming forward. Several people were here a few years in the Village and other ones were kind of new. But they all had the same interest in serving the Village in some form or manner, and all were happy to be a part of this Commission.

**KUMORKIEWICZ MOVED TO CONCUR WITH THE RECOMMENDATION OF THE VILLAGE PRESIDENT AND APPROVE THE APPOINTMENTS OF ANGELINA KIELAR, DUANE PINON, JEFF OLSON AND SAMMIE LANCIA TO THE ZONING BOARD OF APPEALS; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.**

## **8. VILLAGE BOARD COMMENTS**

John Steinbrink:

I have one with the Kwik Trip. As said it was a great grand opening there. And one of the unique things about that was the fact that Kwik Trip did donate \$750 to our police department and \$750 to our fire and rescue. So right off the bat they want to be a good corporate citizen and be part of what happens in our community also. And we're looking forward to the second opening of the second facility which will be after Thanksgiving they said, correct? Highway H, Highway 50.

[Inaudible]

John Steinbrink:

Alright. And they did have quite a turnout there of employees. They had trained people for the months prior to this at the other Kwik Trip stores in Kenosha. Probably one of the biggest turnouts of employees I've seen at a grand opening. They also had their owners there along with all the managers. So it was well done. Any other Village Board comments.

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**9. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KLIMISCH;  
MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:10 P.M.**



# MEMORADUM

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

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Chateau Subdivision Storm Water Improvements  
Design Service Agreement

DATE: September 9, 2015

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## **Executive Summary:**

The following is a Professional Service Agreement from RA Smith National, Inc., to provide design services for storm water improvement within the Chateau Eau Plaines Subdivision. The Village requested proposals from three engineering consulting companies for design services (RA Smith, Clark-Dietz, McMahan Group). The proposals were evaluated and ranked. RA Smith National was the highest ranked consultant and was selected as the firm to enter into contract with.

The service agreement is a time and material contract not to exceed \$69,901. It is recommended that the Village Board approve the Professional Service Agreement with RA Smith National, Inc.

## **Project Background:**

The Chateau Eau Plaines Subdivision is located in the western portion of the Village just east of I-94 and south of STH 50. The subdivision was platted in the 1970's with the first phase constructed around 1977. The second phase of the subdivision was never constructed and would not meet the current standards for storm water management. The first phase of the subdivision was constructed with a rural road design which relies on roadside ditches and culverts to convey runoff west to the Kilbourn Road ditch.

The roadside ditches were constructed very flat which has resulted in a history of drainage issues and complaints. In addition to the ditches being flat, sump pumps are very active in the area causing nuisance conditions. Many residents have taken it upon themselves to place drains or other homemade structures in the ditches to try to get water to drain.

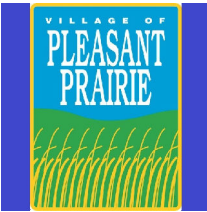
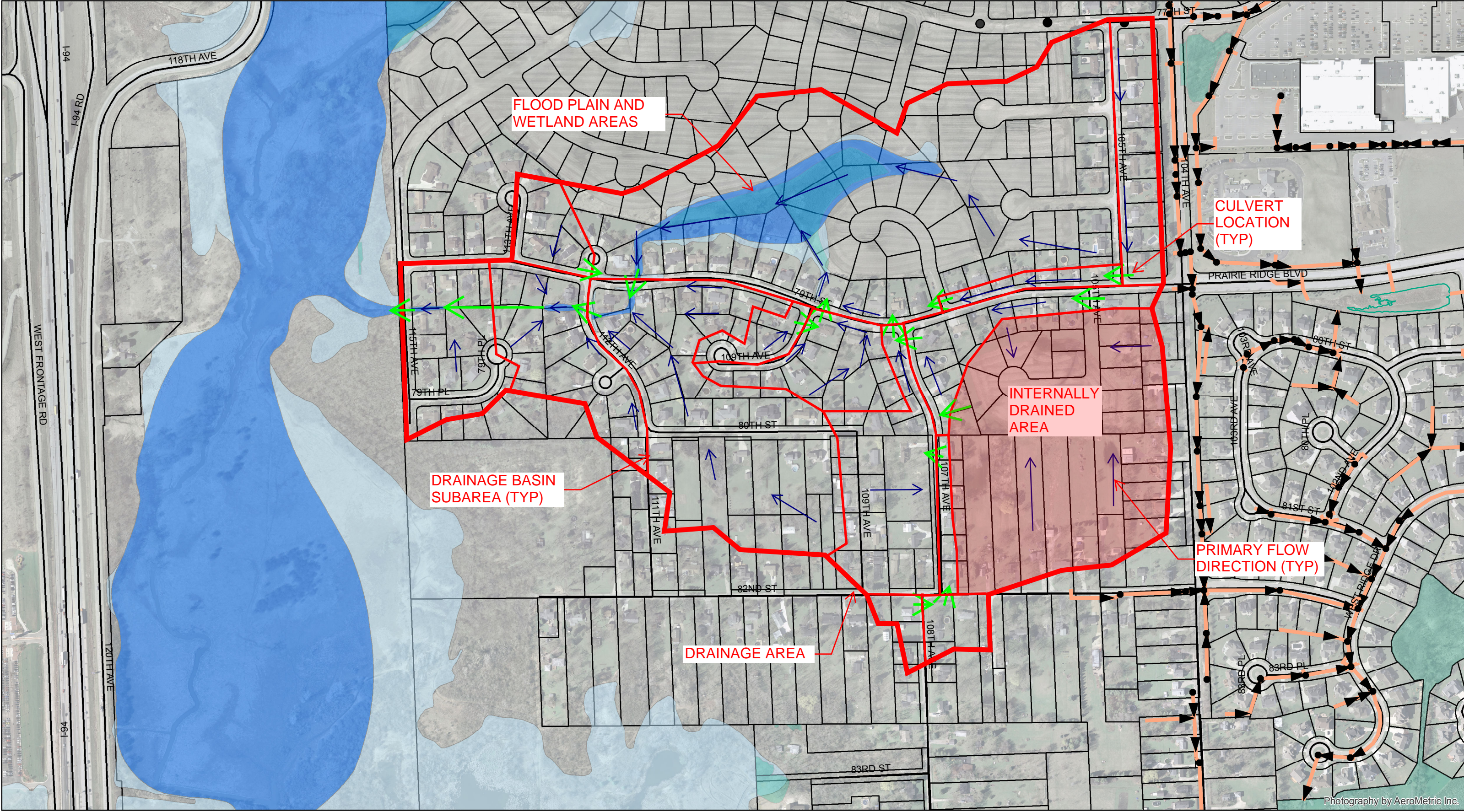
The Village has completed past studies and design work to address the problem, however, no design has been implemented to date. A brief historical summary is provided below.

- 1992 – The drainage conditions were studied and a storm sewer was designed for the area. At this time phase 2 was being contemplated for development and the

wetland area between phase 1 and phase 2 was being planned / designed as a detention facility. The storm sewer was designed with the planned release rate of the detention facility. The phase 1 drainage improvements were not constructed at this time due to resident opposition of assessment costs. In addition, the development of phase 2 did not come to fruition.

- 2004 - The Southeastern Wisconsin Regional Planning Commission published the Des Plaines River Watershed Plan. This plan included modeling of the waterway in the Chateau Eau Plaines Subdivision. The waterway, including the previously mentioned wetland area, was identified as floodplain in the report.
- 2008-2009 – Large storms in June 2008 and June 2009 caused damage to homes in the phase 1 area. The storms caused significant damage, causing the drainage issue to be brought back as a problem to be addressed.
- 2009 – The Village submitted a CDBG-EAP grant application for several areas within the Village, including the Chateau Eau Plaines Subdivision. The Village received grant funds, however, the awarded funds did not include the Chateau area.
- 2011 - The Village hired a consultant to complete a Storm Water Management Plan for the Chateau Eau Plaines Neighborhood Area and apply for a FEMA Hazard Mitigation Grant. The Village was not able to obtain funding from the grant. The Storm Water Plan was completed along with residential surveys regarding storm damage and drainage issues. The plan looked at several alternative solutions to improve the major and minor drainage systems in the area.
- 2012-2014 – The Village pursued a storm water improvement design concept which included a new storm sewer in the rear yards between 115<sup>th</sup> Avenue and 112<sup>th</sup> Avenue and a wetland scrape to lower flooding elevations along the major storm water conveyance route. This design was then halted due to wetland permitting issues.
- 2015 – The project is now being modified to include a storm sewer design and drainage improvements that will minimize impacts to the existing wetland area. The storm water improvements associated with this design service agreement includes a storm sewer that will act as an auxiliary drainage system for the area. The conceptual sewer is located along 79<sup>th</sup> Street from 115<sup>th</sup> Avenue to 105<sup>th</sup> Avenue. The storm sewer is planned to go under the 79<sup>th</sup> Street cross-culverts near the wetland outlet, allowing the existing major drainage course to remain. The storm sewer system would include sump lateral(s) to each fronting property.

Attachments: Professional Service Agreement  
Project Overview Map



**Chateau Eau Plaines  
Existing Condition**

N  
1 inch = 400 feet







# Exhibit C-3

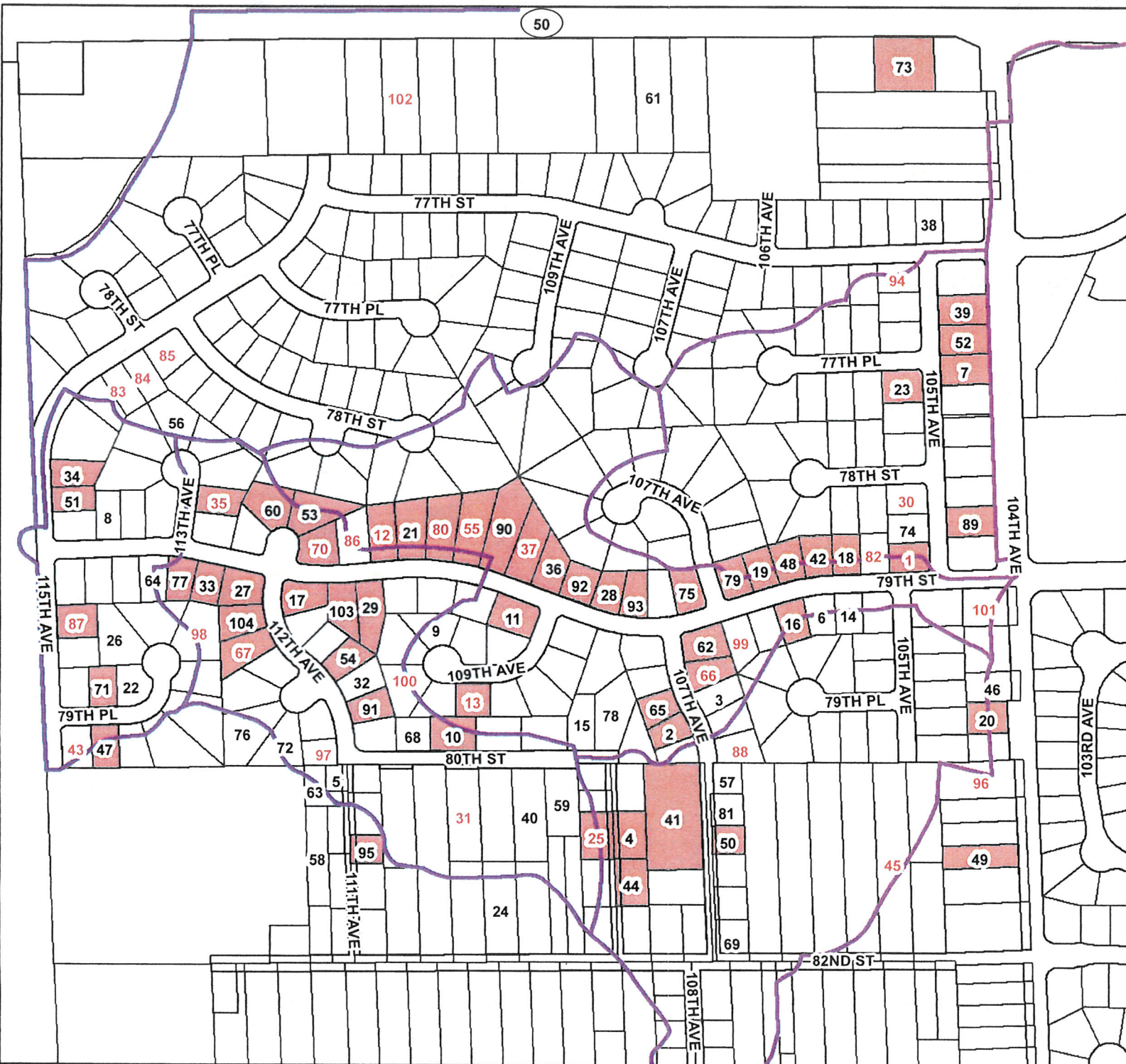
## Basement Backup

### Resident Survey

Village of Pleasant Prairie  
Kenosha County, WI

#### Legend

-  Basement Backup
-  Drainage Basins
-  87 Attended Meeting
-  87 Did Not Attend Meeting



Public Information Meeting  
Held at Prange Center on  
May 11, 2011 at 6:00 PM  
& August 30, 2011 at  
Village Hall



1 inch equals 500 feet

 **CRISPELL-SNYDER, INC.**  
PROFESSIONAL CONSULTANTS

# Exhibit C-4

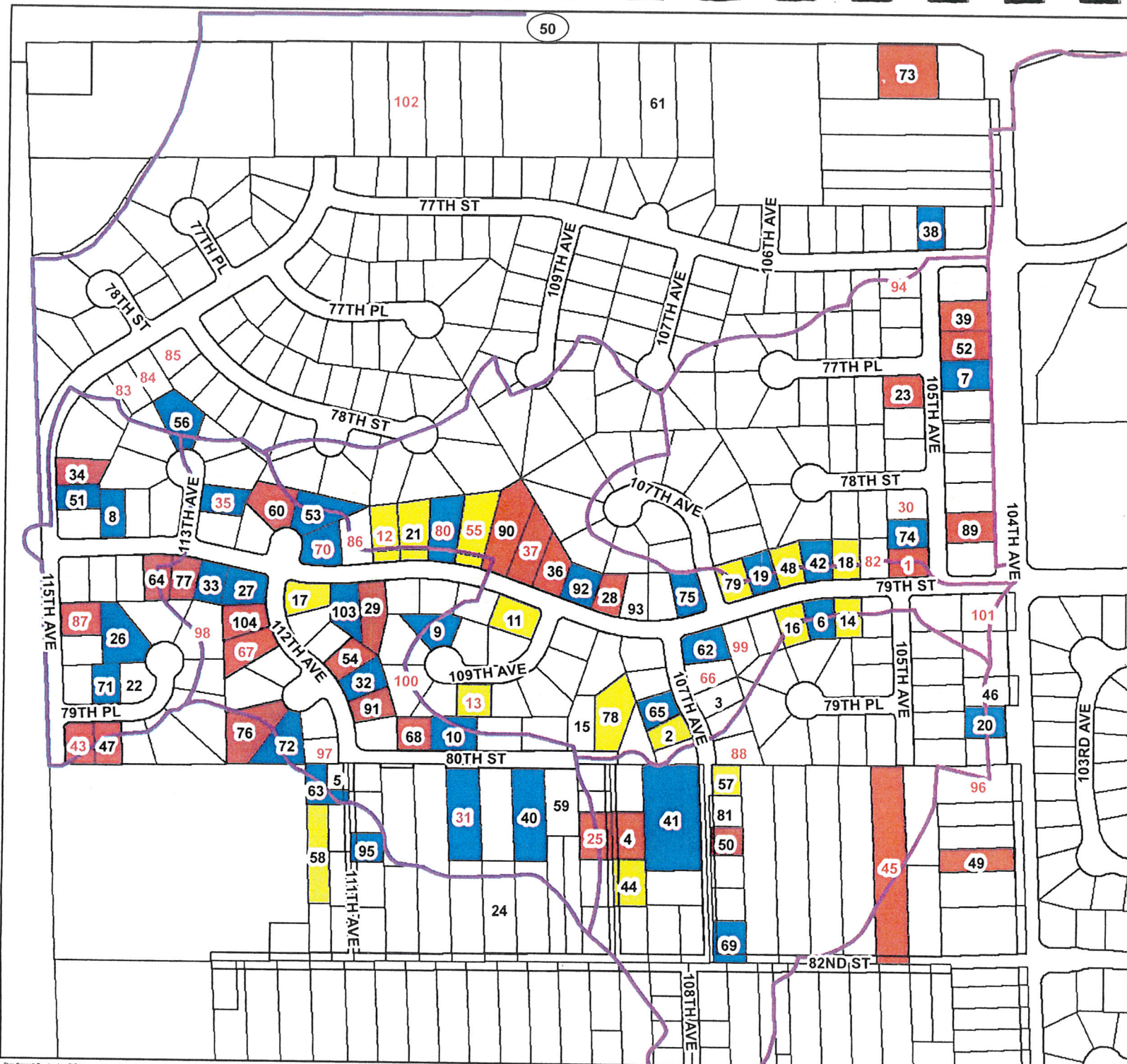
## Number of Flooding or Backups Incidents

### Resident Survey

Village of Pleasant Prairie  
Kenosha County, WI

#### Legend

- 3
- 2
- 1
- Drainage Basins
- 87 Attended Meeting
- 87 Did Not Attend Meeting



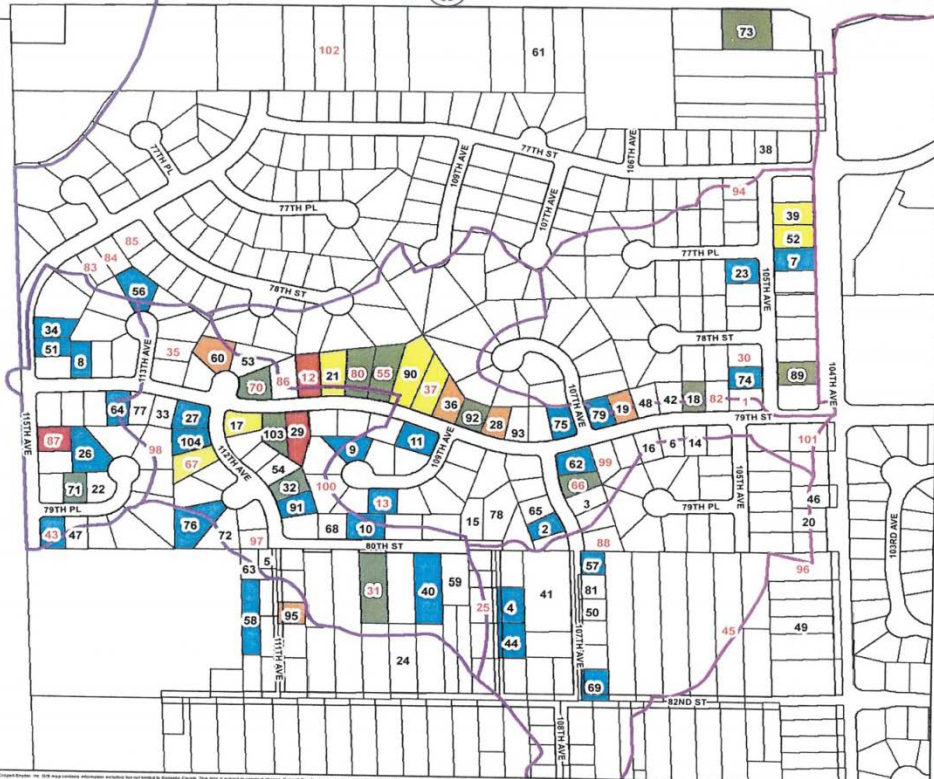
**Public Information Meeting  
Held at Prange Center on  
May 11, 2011 at 6:00 PM  
& August 30, 2011 at  
Village Hall**



1 inch equals 500 feet

**CRISPELL-SNYDER, INC.**  
PROFESSIONAL CONSULTANTS

The Crispell-Snyder, Inc. GIS map contains information including but not limited to Kenosha County. This data is subject to constant change. Crispell-Snyder, Inc. makes no warranties or guarantees, either expressed or implied, as to the accuracy or correctness of this data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.



**Exhibit C-10**  
**Cost Damage**  
**Resident Survey**

Village of Pleasant Prairie  
 Kenosha County, WI

**Legend**

- \$1-\$5000
- \$5000-\$10000
- \$10000-\$20000
- \$20000-\$30000
- \$70000-\$90000
- Drainage Basins

- 87 Attended Meeting
- 87 Did Not Attend Meeting

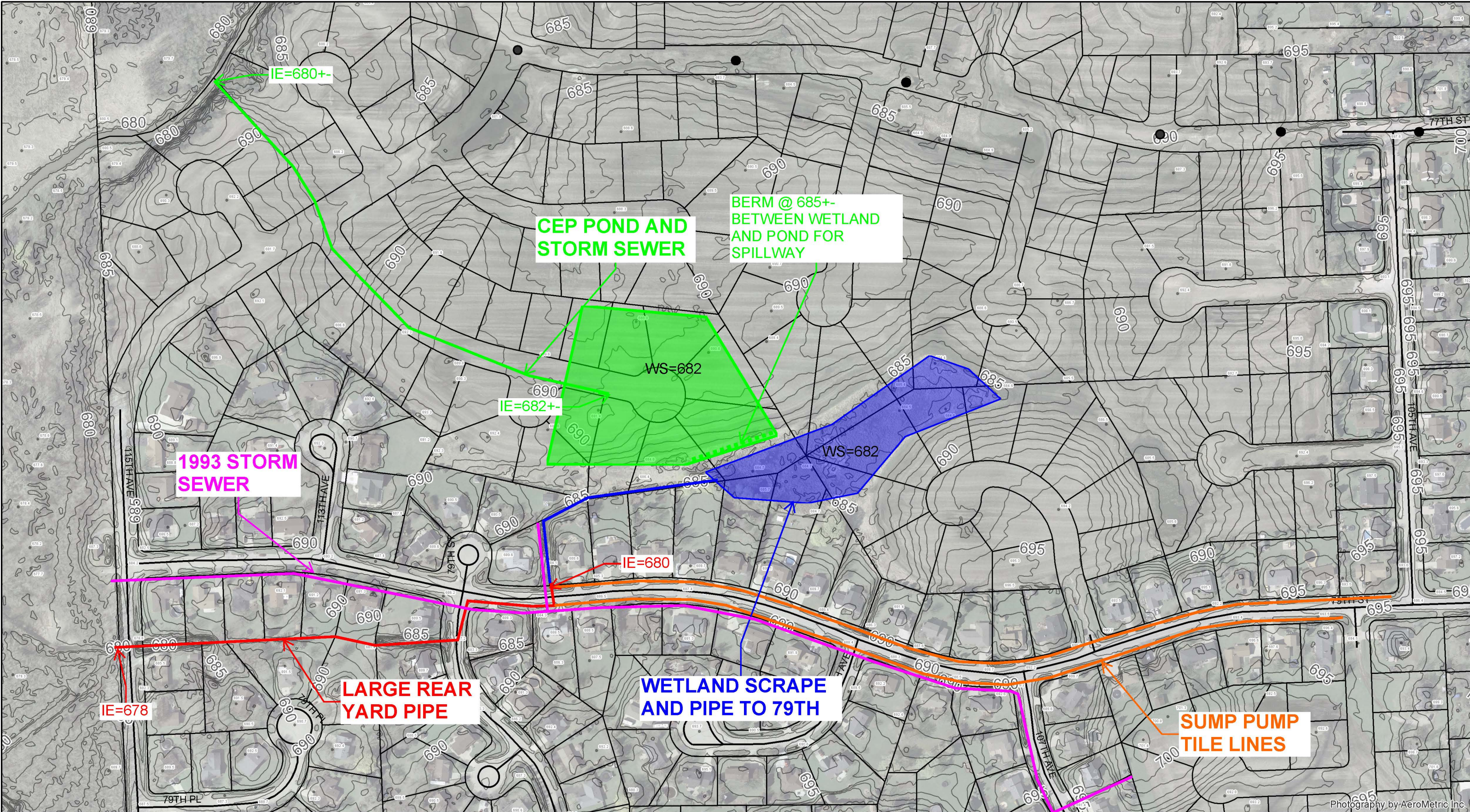
**Public Information Meeting**  
 Held at Prange Center on  
 May 11, 2011 at 6:00 PM  
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 Village Hall



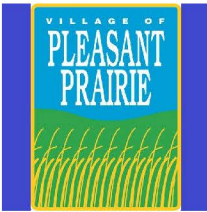
1 inch equals 500 feet

**CRISPELL-SNYDER, INC.**  
 PROFESSIONAL CONSULTANTS

The Crispell-Snyder, Inc. GIS map contains information extracted from GIS data in Kenosha County. This data is subject to copyright change. Crispell-Snyder, Inc. reserves no representation or guarantee, whether expressed or implied, as to the accuracy or completeness of this data, nor accepts any liability in any form whatsoever, regardless of the medium, for any errors or omissions contained herein.



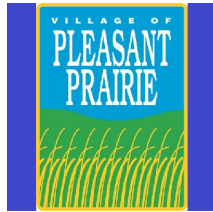
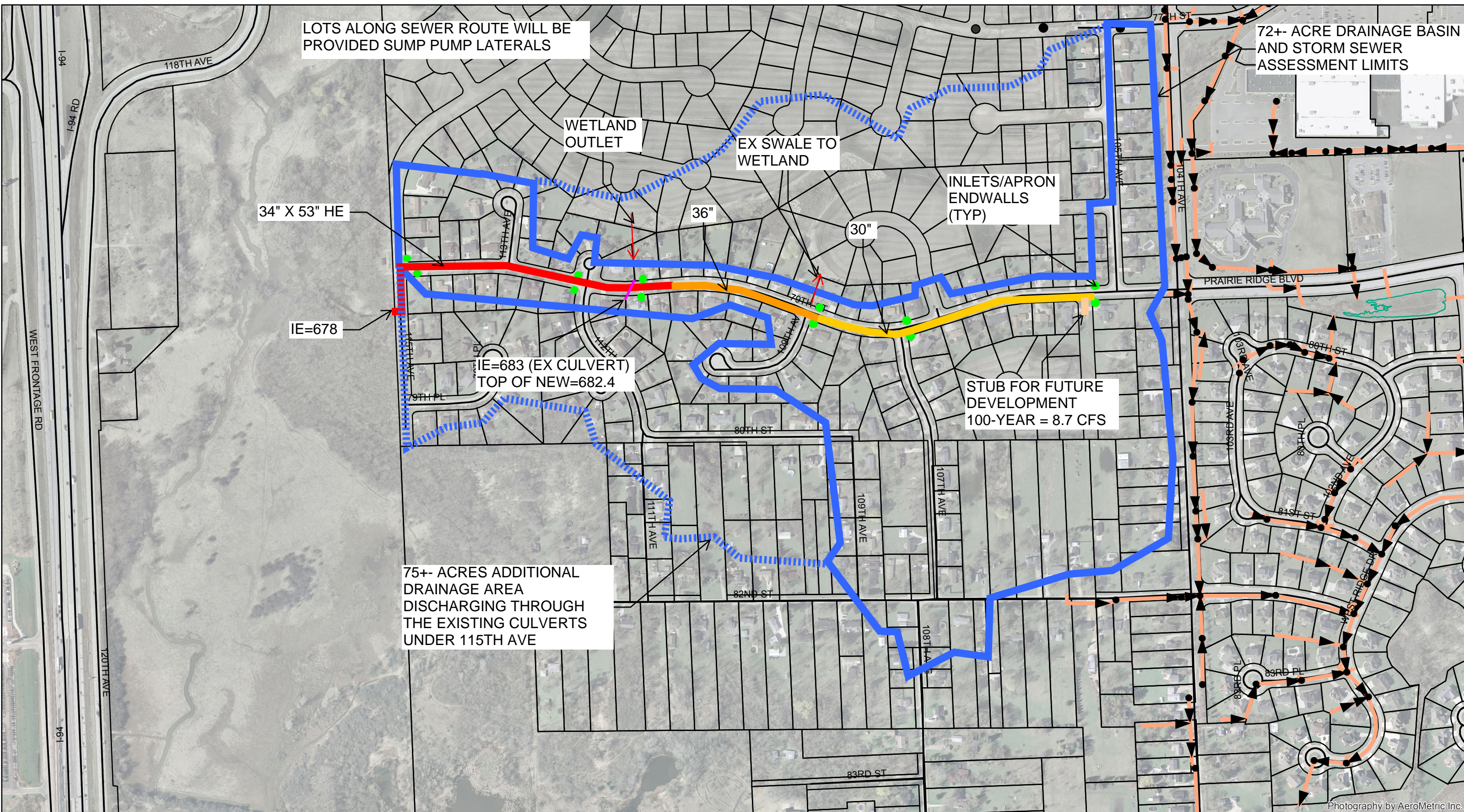
Photography by AeroMetric Inc.



# PREVIOUS CONCEPTS



1 inch = 225 feet



# CONCEPT PLAN FOR PROPOSED STORM SEWER



1 inch = 400 feet

September 9, 2015

Mr. Matthew J. Fineour, P.E.  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158-6504

Re: Proposal for Professional Services  
Chateau Eau Plaines Storm Water Improvements  
VOPP PN E15-012

Dear Matt:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, the Assumptions and Conditions under which this proposal is being made, and the Services Not Included.

I. PROJECT NAME: Chateau Eau Plaines Storm Water Improvements

II. SCOPE OF SERVICES TO BE PROVIDED:

The project site follows along 79<sup>th</sup> Street from 115<sup>th</sup> Avenue to 105<sup>th</sup> Avenue; 105<sup>th</sup> Avenue from 79<sup>th</sup> Street to 77<sup>th</sup> St; and 107<sup>th</sup> Avenue from 79<sup>th</sup> Street to 82<sup>nd</sup> Street. The project area is single-family residential with roadside ditches and culverts. Our understanding of the need for this project is that localized flooding and drainage problems have existed in Chateau Eau Plaines for more than 15 years. Flooding in 2009 was compounded by power outages, which affected sump pumps and the sanitary lift station. The subdivision is prone to flooding because the topography is flat and the roadside ditches were constructed at very flat grades and have been enclosed in some areas. In addition to the ditches being flat, sump pumps are very active in the area, causing nuisance conditions. Many residents have taken it upon themselves to place drains or other homemade structures in the ditches to try to get water to drain.

The Village completed past studies and design work to address these problems; however, no design has been implemented to-date primarily because of wetland permitting issues. We concur with the Village's most recent design concept, which provides a storm sewer system at a lower grade than the existing ditch system, as the best means to alleviate nuisance flooding and wet conditions. This concept design also minimizes wetland impacts as compared to the previous design alternatives.

The storm water improvements are anticipated to be located within the road right-of-way consisting of inlets, storm sewer pipe, and sump lateral connections, with an outfall approximately 200 feet south of the 79<sup>th</sup> Street and 105<sup>th</sup> Avenue intersection to the Unnamed Tributary No. 1 to the Kilbourn Road Ditch. The sewer design capacity would be the level that may be reasonable to achieve, and is expected to be less than a 10-year recurrence interval storm event.

To assist the Village with these improvements, R.A. Smith National, Inc. will provide the following services:

1. Attend a project kickoff meeting with Village staff to discuss the storm water project objectives, introduce key staff, discuss any outstanding questions about the proposed work, confirm communication levels, and identify a schedule that will meet the expectations of the Village staff, including setting meeting dates and milestones.

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

2. Prior to survey and design, we will contact Digger's Hotline for utility information and gather bench mark and horizontal control data for our topographic survey. We will also perform a detailed review of the WDNR surface water data viewer and previous agency correspondence to become familiar with potential environmental concerns,
3. Subsurface information will be beneficial for design and construction phases, especially in the vicinity of the existing culvert crossing, as well as along the entire route. The intent would be to anticipate trench stability and dewatering needs during construction. Therefore, we will assist the Village in obtaining proposals for a geotechnical consultant to be contracted by the Village. We will identify the approximate locations and depths of soil borings, and the appropriate sampling and testing methods by collaborating with the geotechnical consultant.
4. Perform a topographic survey at 50' interval cross-sections within a 100 feet wide corridor along the new storm sewer alignment. Kenosha County LiDAR topographic data will be used to supplement the areas located outside of this corridor if needed. Topographic data will include elevations and other surface features such as landscaping, trees, property irons, house footprints, driveways, culverts, utilities, etc. The Village staff will notify the appropriate property owners to let them know when our staff ecologist, survey crews, and the geotechnical contractor will be on site.
5. As part of our design services, our WDNR-Assured wetland delineator will review the previous wetland delineation reports and investigate the project area for any additional wetlands. We assume that the previous delineations would be recent enough to be valid and have received WDNR and USACE concurrence. The location of any additional wetlands will be documented with particular attention to establishing exemptions for any artificial wetlands.
6. Take a site visit to confirm locations of features identified in the base survey and wetland delineation, and also identify potential utility and other site conflicts.
7. Evaluate the drainage areas tributary to the project site and calculate design flows for the 2- and 5-year storm events to use for reference in sizing the storm improvements.
8. Review the Village's conceptual plan, identify possible changes, and evaluate alternative layout designs.
9. Prepare a preliminary storm sewer layout and meet with the Village for review and discussion. The storm sewer design will take care to avoid and minimize adverse wetland impacts by placing inlets and storm sewer excavations outside of the limits of delineated wetlands. Where possible, storm inlets would be located to intercept overflow runoff from wetlands and convey the excess runoff away from the developed areas.
10. Identify possible wetland impacts and attend a project coordination meeting with the U.S. Army Corps of Engineers (USACE) and Wisconsin Department of Natural Resources (WDNR) regarding project feasibility, and waterway and wetland permit requirements. It may be possible to avoid the need for a WDNR outfall permit by locating the new outlet east of 115th Avenue, or by connecting the new outlet to the north culvert (or its replacement) with a manhole in the roadway.
11. Resolve utility conflicts with the affected utility owners. Coordination will include review of work plans and schedules, and preparation of any needed special provisions in the storm water improvements bidding documents. A critical design element to be addressed is the crossing of the new storm sewer beneath the 79th Street cross culverts near the wetland outlet. There is a sanitary manhole on the south edge of pavement and wetlands immediately adjacent to the road embankment. The storm sewer would likely need to be within the roadway and north of the sanitary manhole to avoid wetland impacts. This would result in the storm sewer crossing over the sanitary sewer in two locations. We understand that the sanitary sewer is relatively deep, but the available clearance

between the top of the sanitary pipe and the bottom of the cross culverts will need to be confirmed and may affect the size of the new storm sewer pipe at this location.

12. Prepare 50% construction drawings, specifications, and bidding documents suitable for public bidding. The design will include measures to minimize wetland impacts. Meet with the Village to review and discuss.
13. Prepare an opinion of construction cost for the proposed storm water improvements.
14. Submit 90% construction drawings and specifications to the Village for review. Meet with the Village to discuss any review comments and potential revisions. Revise construction documents based on the Village's review comments.
15. Prepare exhibits and attend a public informational meeting.
16. Prepare and submit permit applications for waterway and wetland permits required by the USACE and WDNR. Coordinate with agencies during their review of the applications.
17. Prepare final bidding documents and assist the Village in soliciting public bids using the QuestCDN on-line system. The final design package will include plan and profile sheets for storm sewers, erosion control plans, construction details, special provisions, bidding instructions, contract documents, and construction cost estimate.
18. Respond to bidder questions, prepare addenda if needed, review and analyze bids received, and provide a recommendation on award of the construction contract.
19. Attend the pre-construction meeting to address design questions.
20. Provide digital drawing files for use in construction layout.
21. Provide engineering support services during construction.

### III. COMPLETION SCHEDULE:

We are prepared to complete the services described above in items 1 through 17 within 150 days of receiving authorization.

### IV. PROFESSIONAL FEES:

The above-described services will be provided for on a time-and-expense basis. We estimate our total fee to not exceed \$69,901. The corresponding Level of Effort and Compensation table is attached for reference. We will bill you monthly with an itemized statement for the time and expenses incurred on the project.

### V. ASSUMPTIONS AND CONDITIONS:

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

- A. The Village will provide record drawings of any sanitary sewer and water mains in the area, and any other existing data pertinent to the proposed project. Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of R.A. Smith National, Inc.
- B. The Village will pay for all permit and geotechnical services fees.



- C. The Village will prepare special assessment information, provide mailings to property owners, and attend the public assessment hearing.

VI. SERVICES NOT INCLUDED:

Services other than those described above are not included as part of this project and, therefore, are not reflected in our estimate of fees. If requested, out-of-scope services will be performed on an hourly, time-and-expense basis according to the attached Compensation Fee Schedule, unless other arrangements are agreed upon.

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

We look forward to a very successful project!

Sincerely,  
R.A. SMITH NATIONAL, INC.



Gary E. Raasch, P.E., CFM  
Senior Project Manager

R.A. SMITH NATIONAL, INC.



Kristen J. Belan, P.E., CFM  
Project Engineer/Project Manager

Enclosures

STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES

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

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.

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

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

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

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

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project.

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

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

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

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

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

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

\*\*\*\*\*

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005-5938
Gary E. Raasch, P.E. PROFESSIONAL
Senior Project Manager

By: [Signature of Gary E. Raasch]

Date: September 9, 2015

PROJECT: Chateau Eau Plaines Storm Water Improvements
VOPP PN E15-012

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

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504 CLIENT

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

Printed Name: \_\_\_\_\_

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

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

©2015 R.A. SMITH NATIONAL, INC.

bth:H:\1151702\Contract\EP 150909 AGREETM BRK.docx

## Level of Effort & Compensation

Task	Staff Hours								Total
	Gary Raasch	Kristen Belan	Paul Schaefer	Heather Patti	Jon McAnally	Steve Ronke	Survey	Total	
	\$145	\$133	\$139	\$115	\$90	\$90	\$127		
Project start up meeting	3	3						6	\$834
Delineate wetland boundaries, 79th St and 115th Ave	1			24		8		33	\$3,625
Delineate wetland boundaries, 105th St and 107th St				4				4	\$460
Topographic Design Survey, 79th St and 115th Ave		1					92	93	\$11,817
Topographic Design Survey, 105th St and 107th St		1					66	67	\$8,515
Review existing drainage system characteristics	2	4						6	\$822
Identify & evaluate possible drainage improvements	2	8			8			18	\$2,074
Preliminary plan review meeting	3	4						7	\$967
Prepare hydrologic-hydraulic model & size improvements		8			16			24	\$2,504
Prepare 50% construction plans	6	16				24		46	\$5,158
50% Plan review meeting	3	4						7	\$967
Coordinate with WDNR & USACE and prepare applications	6	4		10		4		24	\$2,912
Identify utility conflicts and coordinate with utility owners	1	6						7	\$943
Prepare 90% construction plans	8	24	3		24	40		99	\$10,529
90% Plan review meeting	4	4						8	\$1,112
Prepare exhibits and attend public informational meeting	4	6				6		16	\$1,918
Prepare final plans, specs, and construction cost opinion	8	40	2			52		102	\$11,438
Assist Village with bidding and bid review	1	10						11	\$1,475
Attend pre-construction meeting		4						4	\$532
Provide digital files for project construction						1		1	\$90
Provide engineering support services during construction	1	8						9	\$1,209
<b>Total</b>	<b>53</b>	<b>155</b>	<b>5</b>	<b>38</b>	<b>48</b>	<b>135</b>	<b>158</b>	<b>592</b>	
<b>Total</b>									<b>\$69,901</b>

# Purchase Order

Fiscal Year 2015

Page 1 of 1



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

Purchase Order # **1502849-00**

**BILL TO**

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

**VENDOR**

R.A. SMITH NATIONAL  
ATTN: ACCOUNTING DEPT  
16745 W BLUEMOUND RD STE 200  
BROOKFIELD WI 53005-5938

**SHIP TO**

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
				3077		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
09/14/2015	2342					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	R.A. Smith National Agreement						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Remember to give PO# when ordering.						
1	Professional Services for Chateau Eau Plaines Strom Water Improvements			1.0	EACH	\$69,901.000	\$69,901.00

By *Michael Deery*  
Village Administrator

<b>PO Total</b>	<b>\$69,901.00</b>
-----------------	--------------------

.....  
RELOCATION ORDER

Condemning Authority: Village of Pleasant Prairie  
County: Kenosha  
Project: Cooper Road and 97<sup>th</sup> Street Extension

.....  
WHEREAS, the Village of Pleasant Prairie hereby determines that it is a necessity and a public purpose to undertake road and utility improvements for the extension of Cooper Road and 97<sup>th</sup> Street; and

WHEREAS, the acquisition of right-of-way, permanent limited easements, temporary construction easements, and remnant lands adjacent to the right-of-way 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 right-of-way acquisition by the Village for the purposes of public street and utility 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. 92-4-122-221-0010, Owned by Steinbrink Limited Partnership.
  - B. Tax Parcel No. 92-4-122-232-0251, Owned by Jerry E. & Lori R. Warntjes.

DATED, this 21<sup>st</sup> day of September, 2015, authorized by the Village Board of Trustees of the Village of Pleasant Prairie.

VILLAGE OF PLEASANT PRAIRIE

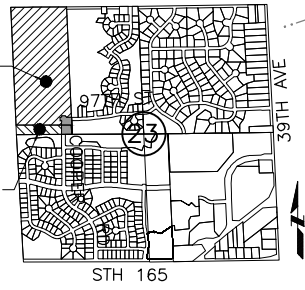
By \_\_\_\_\_  
John P. Steinbrink, President

Countersigned:

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

P:\P0200074\_PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-12 MISC DWGS\ROW PLAT-NEW FORMAT.DWG KEVIN K. RISCH SAVE TIME 9/9/2015 8:43:27 AM

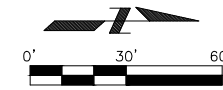
PLOT DATE 9/9/2015 8:43 AM



CONCRETE MONUMENT  
W/BRASS CAP  
X=2,573,103.78  
Y=200,479.32

CURVE TABLE						
NUMBER	DELTA ANGLE	RADIUS	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH	TANGENT
C1	94°30'10"	20.00	S47°26'38"E	29.37	32.99	21.64
C2	0°52'40"	467.00	N84°51'57"E	7.15	7.15	3.58
C3	1°44'32"	533.00	S85°17'53"W	16.21	16.21	8.10
C4	86°21'42"	20.00	S42°59'18"W	27.37	30.15	18.77
C5	90°11'29"	20.00	N45°17'17"W	28.33	31.48	20.07
C6	90°00'35"	15.02	S45°20'34"E	21.25	23.60	15.03

JERRY E. & LORI R. WARNTJES  
92-4-122-232-0251



END RELOCATION ORDER  
STA. 17+00.00  
403.29' NORTH AND 978.83' EAST OF  
THE WEST CORNER OF SECTION 23,  
T1N, R22E  
E=2,574,082.50  
Y=200,882.61

**Clark Dietz**  
ENGINEERS

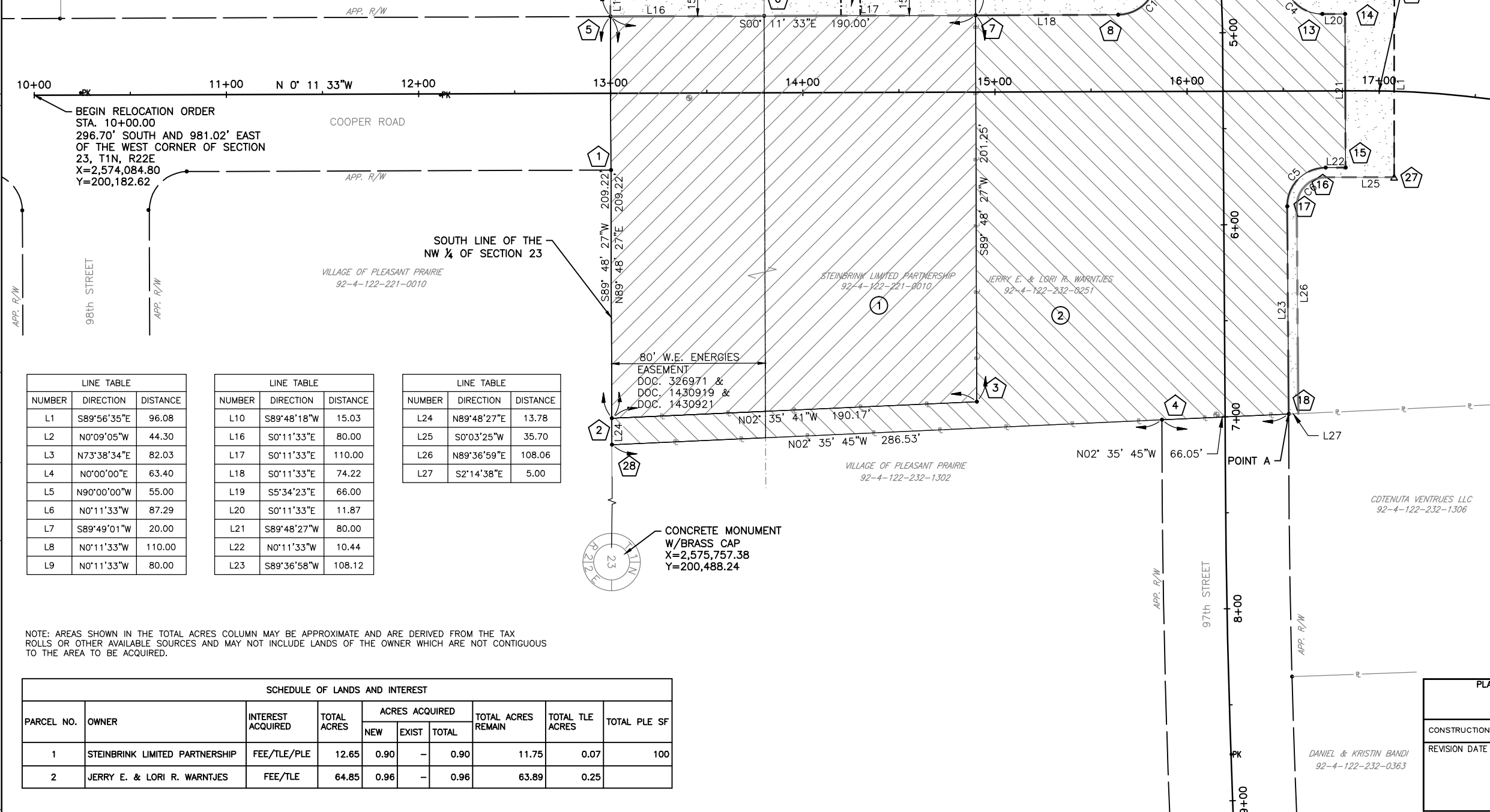
DESIGN FIRM REGISTRATION  
No. 184-000450  
5017 GREEN BAY ROAD  
SUITE 126  
KENOSHA, WI 53144  
PHONE : 262.657.1550  
FAX : 262.657.1594

COORDINATE TABLE		
PNT. NO.	NORTHING	EASTING
1	200482.75	2574123.75
2	200483.18	2574252.97
3	200673.16	2574244.36
4	200769.47	2574253.77
5	200482.48	2574043.75
6	200562.48	2574043.48
7	200672.48	2574043.11
8	200746.70	2574042.86
9	200766.57	2574021.23
10	200765.93	2574014.10
11	200831.61	2574007.69
12	200832.94	2574023.84
13	200852.97	2574042.51
14	200864.83	2574042.47
15	200865.10	2574122.47
16	200854.66	2574122.50
17	200834.73	2574142.63
18	200835.45	2574250.78
19	200482.43	2574028.75
20	200562.43	2574028.48
22	200759.66	2574007.82
23	200759.66	2573952.82
24	200823.06	2573952.82
25	200846.16	2574031.53
26	200890.45	2574031.41
27	200890.36	2574127.49
28	200483.23	2574266.75

COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTATED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27 ADJUSTMENT. THE COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS PLAT.

VILLAGE OF PLEASANT PRAIRIE  
92-4-122-233-0031

STEINBRINK LIMITED PARTNERSHIP  
92-4-122-221-0010



BEGIN RELOCATION ORDER  
STA. 10+00.00  
296.70' SOUTH AND 981.02' EAST  
OF THE WEST CORNER OF SECTION  
23, T1N, R22E  
X=2,574,084.80  
Y=200,182.62

SOUTH LINE OF THE  
NW 1/4 OF SECTION 23

CONCRETE MONUMENT  
W/BRASS CAP  
X=2,575,757.38  
Y=200,488.24

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S89°56'35"E	96.08
L2	N0°09'05"W	44.30
L3	N73°38'34"E	82.03
L4	N0°00'00"E	63.40
L5	N90°00'00"W	55.00
L6	N0°11'33"W	87.29
L7	S89°49'01"W	20.00
L8	N0°11'33"W	110.00
L9	N0°11'33"W	80.00

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L10	S89°48'18"W	15.03
L16	S0°11'33"E	80.00
L17	S0°11'33"E	110.00
L18	S0°11'33"E	74.22
L19	S5°34'23"E	66.00
L20	S0°11'33"E	11.87
L21	S89°48'27"W	80.00
L22	N0°11'33"W	10.44
L23	S89°36'58"W	108.12

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L24	N89°48'27"E	13.78
L25	S0°03'25"W	35.70
L26	N89°36'59"E	108.06
L27	S2°14'38"E	5.00

NOTE: AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM THE TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

SCHEDULE OF LANDS AND INTEREST									
PARCEL NO.	OWNER	INTEREST ACQUIRED	TOTAL ACRES	ACRES ACQUIRED			TOTAL ACRES REMAIN	TOTAL TLE ACRES	TOTAL PLE SF
				NEW	EXIST	TOTAL			
1	STEINBRINK LIMITED PARTNERSHIP	FEE/TLE/PLE	12.65	0.90	-	0.90	11.75	0.07	100
2	JERRY E. & LORI R. WARNTJES	FEE/TLE	64.85	0.96	-	0.96	63.89	0.25	

PLAT OF RIGHT-OF-WAY REQUIRED FOR COOPER ROAD EXTENSION KENOSHA COUNTY	
CONSTRUCTION PROJECT NUMBER	
REVISION DATE	APPROVED FOR VILLAGE OF PLEASANT PRAIRIE
DATE: _____	VILLAGE PRESIDENT

PROJECT TITLE  
**COOPER ROAD EXTENSION**

DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY: \_\_\_\_\_  
DATE CHECKED: \_\_\_\_\_

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE \_\_\_\_\_ REVISION \_\_\_\_\_

DRAWING TITLE  
**PLAT OF RIGHT-OF-WAY REQUIRED FOR COOPER AND 97TH**

PROJECT No.  
**P0200074**

DRAWING No.  
**1**

DWG. 1 OF 30 DWGS.

## LEGAL DESCRIPTION

**Fee title** in and to the following tract of land in the Village of Pleasant Prairie, Kenosha County, State of Wisconsin, described as follows:

That part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East, described as follows: Commencing at a monument at the West 1/4 corner of said Section 23; Thence North 89°48'27" East, along the south line of the Southwest 1/4 of said Section 23, 904.98 feet, to the point of beginning of the property to be herein described; thence continuing North 89°48'27" East along the south line of the Southwest 1/4 of said Section 23, 209.22 feet to the east line of said property; thence North 02°35'41" West, 190.17 feet to the north line of said property; thence South 89°48'27" West, 201.25 feet to a point on the north property line; thence South 00°11'33" East, 190.00 feet to the point of beginning.

This parcel contains **0.90 acres** more or less.

Also, a **Permanent Limited Easement** for the right to construct and maintain a drainage facility, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary to desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

A 10 by 10 foot wide block of land lying west of and adjacent to the above described fee taking between the north and south property line of the owner and a point 120.00 feet north of the south line located in the Southwest 1/4 of said Section 23.

The parcel contains **100 Square Feet**, more or less.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as follows:

A tract of land measuring 15 feet West of the above said tract of land described under Fee Title which is part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East .

The parcel contains **0.07 Acres**, more or less.

**The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.**



**LEGAL DESCRIPTION**

**Fee title** in and to the following tract of land in the Village of Pleasant Prairie, Kenosha County, State of Wisconsin, described as follows:

That part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East, described as follows: Commencing at a monument at the West 1/4 corner of said Section 23; thence North 89°48'27" East, along the south line of the Southwest 1/4 of said Section 23, 904.98 feet, thence continuing North 89°48'27" East along the south line of the Southwest 1/4 of said Section 23, 209.22 feet to the Point of Beginning of the property to be herein described; thence continuing North 89°48'27" East, along the south line, 13.78 feet to a point on the east property line; thence North 02°35'45" West along said east property line, 286.53 feet to a point; thence continuing North 02°35'45" West along east property line, 66.05 feet to a point (also **Point A** to be referred to later); thence South 89°36'58" West, 108.12 to a point of curvature; thence along the arc of a curve 31.48 feet concave to the northeast having a radius of 20.00 feet (the chord bears North 45°17'17" West, 28.33 feet); thence North 00°11'33" West, 10.44 feet to a point; thence South 89°48'27" West, 80.00 feet to a point; thence South 00°11'33" East, 11.87 to a point of curvature; thence along the arc of a curve 30.15 feet concave to the southwest having a radius of 20.00 feet (the chord bears South 42°59'18" West, 27.37 feet) to a point of curvature; thence along the arc of a curve 16.21 feet concave to the southwest having a radius of 533.00 feet (the chord bears South 85°17'53" West, 16.21 feet) to a point; thence South 05°34'23" East, 66.00 to a point of curvature; thence along the arc of a curve 7.15 feet concave to the southeast having a radius of 467.00 feet (the chord bears North 84°51'57" East, 7.15 feet) to a point of curvature; thence along the arc of a curve 32.99 feet concave to the southwest having a radius of 20.00 feet (the chord bears South 47°26'38" East, 29.37 feet) to a point; thence South 00°11'33" East, 74.22 to a point on the south property line; thence continuing North 89°48'27" East along said property line, 201.25 to a point; thence South 02°35'41" East, 190.17 to the Point of Beginning.

This parcel contains **0.96 acres** more or less.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as follows:

A tract of land beginning at **Point A** of the above said tract of land described under Fee Title which is part of the Northwest 1/4 of Section 23,

Township 1 North, Range 22 East; thence South 89°36'58" West, 108.12 to a point of curvature; thence along the arc of a curve 31.48 feet concave to the northeast having a radius of 20.00 feet (the chord bears North 45°17'17" West, 28.33 feet); thence North 00°11'33" West, 10.44 feet to a point; thence South 89°48'27" West, 80.00 feet to a point; thence South 00°11'33" East, 11.87 to a point of curvature; thence along the arc of a curve 30.15 feet concave to the southwest having a radius of 20.00 feet (the chord bears South 42°59'18" West, 27.37 feet) to a point of curvature; thence along the arc of a curve 16.21 feet concave to the southwest having a radius of 533.00 feet (the chord bears South 85°17'53" West, 16.21 feet) to a point; thence South 05°34'23" East, 66.00 to a point of curvature; thence along the arc of a curve 7.15 feet concave to the southeast having a radius of 467.00 feet (the chord bears North 84°51'57" East, 7.15 feet) to a point of curvature; thence along the arc of a curve 32.99 feet concave to the southwest having a radius of 20.00 feet (the chord bears South 47°26'38" East, 29.37 feet) to a point; thence South 00°11'33" East, 74.22 to a point on the south property line; thence continuing South 89°48'27" West along said property line, 201.25 to a point; thence South 89°48'46" West, 10.44 feet to a point; thence North 00°11'33" West, 87.29 feet to a point; thence North 90°00'00" East, 55.00 feet to a point; thence North 00°00'00" East, 63.40 feet to a point; thence North 73°38'34" East, 82.03 feet to a point; thence North 00°09'05" West, 44.30 feet to a point; thence South 89°56'35" East, 96.08 feet to a point; thence South 00°03'25" West, 35.70 feet to a point of curvature; thence along the arc of a curve 23.60 feet concave to the northeast having a radius of 15.00 feet (the chord bears South 45°20'34" East, 21.25 feet) to a point; thence North 89°36'59" East, 108.06 feet; thence South 02°14'38" East, 5.00 to **Point A**.

The parcel contains **0.25 Acres**, more or less.

**The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.**



## MEMORADUM

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

TO: Michael Pollocoff, Village Administrator

FROM: Matthew Fineour, Village Engineer

SUBJ: Cooper Road and 97<sup>th</sup> Street Extension  
Appraisal and Acquisition Services

DATE: September 9, 2015

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### **Background:**

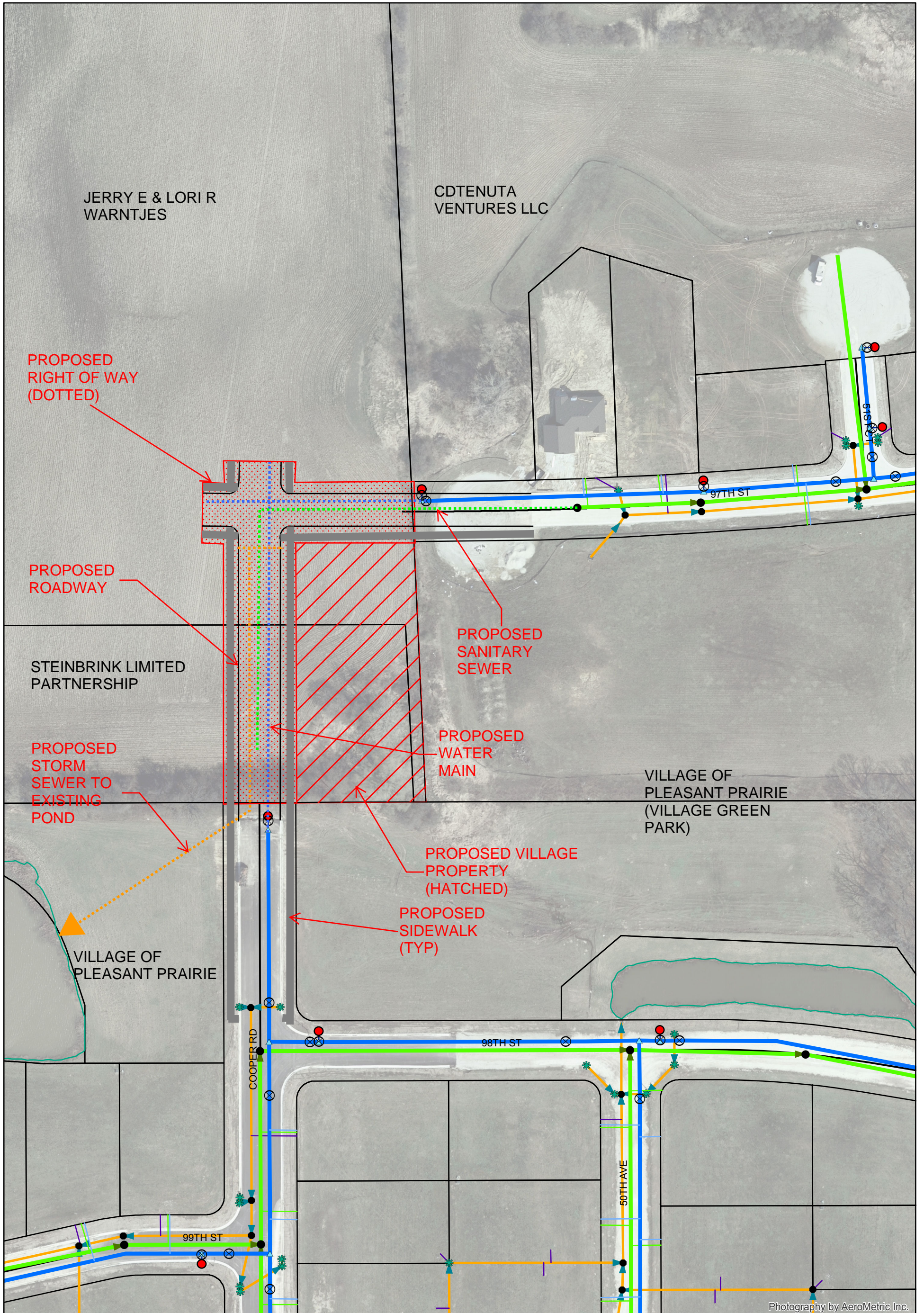
The Cooper Road and 97<sup>th</sup> Street extension project will require land and easement acquisitions from two properties as discussed in the Relocation Order. The Village has requested a proposal from The Highland Group for appraisal and acquisition services for this project. The Highland Group is a real estate consulting company specializing in eminent domain and acquisition in Wisconsin. The Village has utilized their services on previous projects.

Attached, please find their appraisal and acquisition service proposal for the Cooper Road and 97<sup>th</sup> Street extension project for a lump sum fee of \$10,200. The proposal includes preparation / review of two appraisals and negotiation / acquisition services.

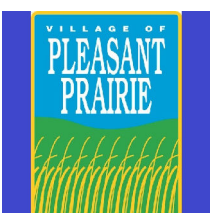
### **Recommendation:**

It is recommended that the Village Board approve the acquisition proposal from The Highland Group for a lump sum fee of \$10,200.

Attachments: Acquisition Proposal.



Photography by AeroMetric Inc.



**COOPER ROAD  
EXTENSION  
E-15-005**

1 inch = 100 feet



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# THE HIGHLAND GROUP

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August 11, 2015

Village of Pleasant Prairie  
9915 39<sup>th</sup> Ave.  
Pleasant Prairie, WI 53158

VIA E-MAIL

Attn: Mr. Mike Pollocoff  
Village Administrator

Re: Acquisition Proposal  
Cooper Road Extension  
Village of Pleasant Prairie  
Kenosha County

Dear Mr. Pollocoff:

Thank you for choosing The Highland Group (Consultant) to provide appraisal and acquisition services for the referenced project.

Our scope of services will be as follows:

- Appraisal preparation
- Objective Appraisal Review
- Negotiations/Closings

Compensation for all services indicated above, will be a lump sum of **\$10,200.00** for the acquisition and appraisal of Fee acquisition parcels. It is understood and agreed that this fee is based on a total of two (2) parcels. The fee will be adjusted if the number of parcels or the scope of services changes or if any of the following assumptions are incorrect.

Since all parcels are assumed to need appraisals, a Nominal Payment Parcel Report is not being prepared for this project. Please note that the lump sum fee does not include the cost of an independent review appraiser. This proposal assumes that Pleasant Prairie will be reviewing and approving the appraisals or providing a review appraiser under separate contract.

The lump sum fee is the full compensation to The Highland Group for services provided. It includes The Highland Group's payroll costs, taxes, insurance, overhead, vacation, holiday, subsistence pay, profit and all other indirect charges such as copies, mileage, telephone calls, maps, plats, zoning regulations, project related office supplies and the initial startup meeting with the client, if required. Additional meetings will be billed at the rate of \$100.00 per man-hour. Expert witness testimony or attendance at pre-trial conferences by our appraiser will be billed at the rate of \$175.00

per man-hour with a minimum charge of \$525.00. Otherwise all fees are inclusive. Payment for all services rendered shall be made within thirty (30) days of receipt of monthly invoices. Invoices not paid within forty-five (45) days will accrue interest at the rate of 1.5% per month (18% annually).

The following is a list of items we will need to complete the appraisals and acquisitions:

- Current title reports with last deed of record, legal description of the parcel, outstanding mortgages, judgments and liens
- Updated title reports prior to closing
- Copy of introduction letter that was sent to the landowner with The Rights of Landowners brochure by Pleasant Prairie (Agency)
- Stake existing rights of way, proposed rights of way
- Agency approved Offering Price Report for each appraisal
- Copy of the Design Study Report or project description
- Copy of the signed, dated and filed Relocation Order(s)
- Legal description of acquisition areas in MS Word
- Name and address list of parcel owners (property addresses and landowner addresses)
- One set of construction plans, profiles and cross sections and one copy of the right of way plat in PDF format

#### Consultant Responsibilities

- All work performed in the acquisition of these parcels shall follow procedures established under the State of Wisconsin Real Estate LPA Manual
- Consultant will contact parcel owners and proceed with negotiation steps as outlined in the Manual and maintain negotiation diaries
- Consultant shall perform any necessary field activities in a professional manner
- Consultant shall present to the owners the approved offers in writing

Upon acceptance of an offer by the owner, the consultant shall:

- Review title and mortgage records and if needed, revise the project deed and mortgage documents and inform Agency of changes in title
- Complete Statement to Construction Engineer and provide a copy of Statement to owners
- Have owners sign conveyance documents
- Obtain releases of mortgages for fee acquisitions greater than \$5,000.00
- Submit a request for right of way payment to the Agency
- Complete closings per the Manual
- Record the acquisition documents after compensation is given or mailed to property owners via a letter from the agency to the Register of Deeds to bill the agency
- Provide the Agency with W-9 Form and the completed acquisition files

Consultant shall assume responsibility for the final disposition of the acquisition including

negotiation notes, required memos, letters, vouchers, payment, all closing or condemnation documents required, and shall deliver a completed acquisition file to the Agency. The Agency shall assist with the various activities required, when need is identified.

If our proposal is acceptable, please sign and date a copy of this letter in the space provided and return it to my attention.

Thank you for this opportunity to be of service.

Sincerely,  
THE HIGHLAND GROUP



Stephen D. Simpson  
Project Manager

SDS/SJS/rh

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

The Village of Pleasant Prairie

By: \_\_\_\_\_  
Michael R. Pollocoff, Village Administrator

**COOPER ROAD EXTENSION  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY**

**Cost Proposal**

	<u>Parcel Cost</u>	<u>Parcels</u>	<u>Total</u>
Appraisals			
Abbreviated Standard	\$3,500	2	\$7,000
Appraisal Review (objective)	\$100	2	\$200
Negotiations/Acquisitions	\$1,500	2	\$3,000
Total lump sum fee for 2 parcels			<b>\$10,200</b>



# Purchase Order

Fiscal Year 2015

Page 1 of 1



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

Purchase Order # **1502685-00**

**BILL TO**

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

**VENDOR**

The Highland Group  
110 North Third Street  
Watertown WI 53094

**SHIP TO**

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Name	
920-262-2150		920-262-2152		2790		Francine Hooper	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
08/28/2015	3727					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	HIGHLAND GROUP CONTRACT FOR CO The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. COOPER ROAD EXTENSION CONTRACT WITH THE HIGHLAND GROUP FOR ACQUISITION AND APPRAISAL OF FEE ACQUISITION PARCELS.			1.0	EACH	\$10,200.00	\$10,200.00

By *Michael Deery*  
Village Administrator

**PO Total** **\$10,200.00**



July 20, 2015

Village of Pleasant Prairie  
c/o: Michael R Pollocoff  
Village Administrator  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158-6504

SUBJECT: PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES  
VILLAGE OF PLEASANT PRAIRIE DEPARTMENT OF PUBLIC WORKS

Dear Michael,

Thank you for taking the time to visit with us about your proposed project last week. Pursuant to our meeting conversation and your request for a proposal, the purpose of this letter is to serve as a formal proposal to provide professional architectural services as outlined within this proposal.

A. PROJECT DESCRIPTION

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A.1 Project Narrative:

The proposed Village of Pleasant Prairie Department of Public Works facility will provide space for municipal equipment storage and will be located on a parcel of land that is adjacent to the Village police station. Based on preliminary programming, the building will be approximately 71,000 square foot insulated precast wall panel with exposed aggregate finish and 30'-0" clear height.

A.2 Project Schedule:

The following are the preliminary milestone schedule dates that we believe are achievable if timely decisions are made and the project is executed in an integrated, collective and cooperative manner:

a.	Programming	Fall 2015
b.	Design Intent Drawings	Fall 2015
c.	Schematic Design	Fall 2015
d.	Schematic Design Budget	Fall 2015
e.	Construction Drawings	Fall 2015
f.	Final Bidding	January 2016
c.	Construction Schedule/Administration	Spring or Fall 2016
d.	Substantial Completion	6 Months after commencement of construction

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215 N. WATER STREET, SUITE 250  
MILWAUKEE, WISCONSIN 53202

T 414.277.9700 | F 414.277.9705

[www.spsarchitects.com](http://www.spsarchitects.com)

PROPOSAL FOR PROFESSIONAL SERVICES  
VILLAGE OF PLEASANT PRAIRIE – DPW BUILDING

B. SCOPE OF WORK

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The following is a description of the services that we would propose to provide for the project through design and construction. These activities are broken down into the phases in which they occur.

B.1 Basic Services Included:

Stephen Perry Smith Architects (SPSA) has included full architectural design services and the following design consultants to provide for implementation of the project from programming through substantial completion:

- a. Structural Design
- b. Site Photometric Plan
- c. MEP to completed design build
- d. Project finishes

As the primary design consultant, SPSA accepts responsibility for their design and design(s) performed by our subcontractors. Where consultants are included under a separate contract, SPSA will coordinate with them as needed, but cannot be held liable for issues that may arise as it relates to scope, schedule, and budget issues.

C. PROJECT PHASES

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C.1 Schematic Design

The Schematic Design Phase shall include the preparation of conceptual architectural site plans and building design(s) to convey preliminary ideas and obtain initial client feedback. Provide further refinement of the conceptual design to address site/building access and circulation, structural grid, core elements, preliminary office/multi-purpose space layouts and exterior materials. The deliverables shall include the following preliminary architectural design drawings:

- a. Programming
- b. Architectural Site Plan
- c. Floor Plans
- d. Preliminary Roof Plan
- e. Elevations
- f. Perspectives
- g. Outline Specifications

Meeting with client to further define scope, establish timelines, and start coordinating with other disciplines.

Provide scaled drawings for project review as the scope is refined.

C.2 Design Development

The Design Development Phase shall include the preparation of a document package that shall be used for budgeting and shall provide the basis for coordination between the client and other consultants. This phase shall include the completion and submission of all drawings necessary for Municipal approval including:

- a. Site Plan

PROPOSAL FOR PROFESSIONAL SERVICES  
VILLAGE OF PLEASANT PRAIRIE – DPW BUILDING

- b. Building Floor Plan(s)
- c. Building Elevations
- d. Rendering(s)
- e. Building Section(s)
- f. Reflected Ceiling Plan(s)
- g. Interior Lighting Plan(s)
- h. Exterior Lighting Plan
- i. Key Details
- j. Specifications

Meeting with client to further define scope, establish timelines, and start coordinating with other disciplines.

C.3 Construction Documents

The Construction Documents Phase includes the Architectural drawings that will be used to construct the approved Design.

- a. Site Plan
- b. Building Floor Plan(s)
- c. Reflected Ceiling Plan(s)
- d. Building Elevation(s)
- e. Building Section(s)
- f. Roof Plans
- g. Project Detail(s)
- h. Enlarged Details and Elevation(s)
- i. Door and Hardware Schedule(s)
- j. Finish Plan(s) and schedule(s)
- k. Exterior Photometric Plan
- l. Specifications
- m. MEP engineered drawings of systems to be design-build,

Progress meetings with client/general contractor to further refine scope, establish timelines, and coordinate with other disciplines.

We will provide the requested quantity of hard copies of the proposed Construction Documents and will bill as a reimbursable expense.

All architectural drawings will be performed using a BIM Modeling Software. Consultants may or may not use this software. All drawings can be converted to an AutoCAD format.

C.4 Bidding

Stephen Perry Smith Architects will assist the Owner in preparing the necessary documents and forms to bid out the project. Additional clarifications that may arise during the bidding process, as they relate to our scope of work, will be handled by SPSA in a timely manner. SPSA will assist in reviewing bid scope pricing.

C.5 Permit

PROPOSAL FOR PROFESSIONAL SERVICES  
VILLAGE OF PLEASANT PRAIRIE – DPW BUILDING

Stephen Perry Smith Architects will assist the client by providing the necessary drawings and documentation as required to receive approval by the authority having jurisdiction.

We have NOT included the cost for the Municipal Plan review fee, as these are typically a cost directly to the Owner. It has been our experience that the permitting of the project for Building Permit is normally by the General Contractor.

C.6 Construction Administration

The Construction Phase shall include the on-going coordination between the Client, Consultants, the General Contractor and Subcontractors throughout the construction of the facility. We have included the following services during construction:

- a. SPSA will visit the site during construction to attend construction meetings (2/Month) and walk the project to verify conformance with approved plans.
- b. Review and return approved shop drawing submissions
- c. Response as required to project correspondence including RFI's (Request for Interpretation) and Issuance of Architectural Supplements to clarify design intent.
- d. Review Contractor's monthly payment application for compliance with work performed to date.

C.7 Project Closeout

The Project Closeout shall include the final coordination between the client, contractor, and authority having jurisdiction to achieve project occupancy.

- a. Conduct one walk through to observe uncompleted or defective work to establish a punchlist for corrective work that is needed before client occupancy.
- b. Conduct one final walk through to observe work and if it is determined that the project is substantially complete, SPSA will issue the Certificate of Compliance as required by the Authority Having Jurisdiction.

D. FEE PROPOSAL

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D.1 Base Fee

STEPHEN PERRY SMITH ARCHITECTS, INC. herein propose to provide the above described services for a FIXED BASE FEE of NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$92,500) for each scope of work described above, PLUS REIMBURSABLES for prints, color copies, and presentation boards.

D.2 Additional Services

Should there be a desire to make Owner requested plan revisions after plan approval; we would perform additional services at our current hourly billing rate (if a lump sum is not agreed upon).

The following is our Hourly Rates for the project that would be used for invoicing purposes of Additional Services authorized by the tenant or owner if any:

Principal	\$150/Hour
Architect	\$120/Hour
Project Manager	\$100/Hour

PROPOSAL FOR PROFESSIONAL SERVICES  
VILLAGE OF PLEASANT PRAIRIE – DPW BUILDING

Administrative \$50/Hour

This proposal does not include LEED project management or coordination but this service can be provided under a separate proposal given the varying levels of participation that may be desired.

D.3 Reimbursable Expense

We INCLUDE within our fee, are all local travel expenses, phone, letter postage, overnight postage and internal and review copies and plan reproduction.

Reimbursable costs include the cost of all printing, color reproduction larger than 11x17, presentation boards, and copies associated with the project to be invoiced at cost. These costs can be kept down by electronic file management on an ftp site.

D.4 Consultants

We have included the above noted consultants within this proposal. If additional consultants are added to our contract, SPSA reserves the right to additional compensation to cover additional administration and liability costs.

D.5 Progress Payments

The following is a breakdown of the fee for project phases lists above for invoicing purposes, which we would progress bill based upon our percentage of completion of each phase;

<u>Project Phase</u>	<u>Fee %</u>
Schematic Design Phase	10%
Design Development Phase	20%
Construction Documents Phase	45%
Permit and Bidding Phase	5%
Construction Administration Phase	18%
Project Closeout Phase	2%

Progress billing invoices to be submitted monthly and paid within 30 days of receipt.

E. AGREEMENT

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We sincerely appreciate the opportunity to submit this proposal for consideration and hope to be of service to The Village of Pleasant Prairie. Should you have any questions regarding the scope of work of this proposal and/or fee for same, please do not hesitate to call.

Sincerely,

STEPHEN PERRY SMITH ARCHITECTS, INC.

Stephen P. Smith, AIA, LEED AP  
President

PROPOSAL FOR PROFESSIONAL SERVICES  
VILLAGE OF PLEASANT PRAIRIE – DPW BUILDING

ACCEPTED BY: \_\_\_\_\_  
(Printed Name of Signatory)

BY: \_\_\_\_\_  
(Signatory)

FOR: \_\_\_\_\_  
(Client Name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# MEMORANDUM

**To:** Village Board of Trustees

**From:** Michael R. Pollocoff  
Village Administrator

**Date:** September 16, 2015

**Re:** Community Development Authority Appointments

I recommend the following appointments to the Community Development Authority for the terms listed below:

## Community Development Authority

Jill Sikorski

Term – October 7, 2016

\* \* \* \* \*





# Memorandum

**To:** Village Board Members  
**From:** Michael Pollocoff, Administrator  
**Date:** 9/18/2015  
**Re:** Settlement of Claims with Target Corporation

---

This proposed settlement addresses claims of excessive assessment filed against the Village by Target Corporation for the years of 2012, 2013, and 2014.

The Target Corporation has an appraisal that claims the value of their property located at 9777 76<sup>th</sup> Street to be \$6,642,000 over the three year period.

The Village's assessed value for 2012 and 2013 is \$12,181,300 and the 2014 value is \$13,715,200.

This settlement recognizes an assessed value of \$10,781,000 for each year of this three year period.

The proposed settlement amount is \$118,946.56. Through Wisconsin's charge-back process, the Village will apply to the Department of Revenue's to collect about \$95,200 of this amount from the other taxing authorities of which we are part including the school district, the county, and technical college.

While the Village prefers to not settle claims of this nature, accepting Target Corporation's offer is in the Village's best fiscal interest.

## SETTLEMENT AGREEMENT

Agreement between Target Corporation ("Target"), a corporation organized and existing under the laws of the State of Minnesota and registered and authorized to conduct business in the State of Wisconsin, and the Village of Pleasant Prairie, Wisconsin (the "Village"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

- (a) The "Property" means the land and improvements on parcel number 91-4-122-082-0152 in the Village of Pleasant Prairie, Wisconsin.
- (b) "2012-13 Case" means the action pending in the Circuit Court for Kenosha County, Wisconsin titled *Target Corporation vs. Village of Pleasant Prairie*; Case No. 13 CV 1221.
- (c) "2014-15 Case" means the action pending in the Circuit Court for Kenosha County, Wisconsin titled *Target Corporation vs. Village of Pleasant Prairie*; Case No. 15 CV 1002.
- (d) "Court" means the Circuit Court for Kenosha County.
- (e) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. Within 60 days after the execution of this Agreement by both parties, the Village shall issue a refund payable to the Reinhart Boerner Van Deuren s.c. Trust Account, or to another account designated by Target in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$118,946.56 as a refund of property taxes previously paid by Target based on the property tax assessment of the Property for the tax years 2012, 2013 and 2014. Provided the refund specified above is timely paid, Target expressly waives any right to interest on the refunds under Wis. Stat. § 74.37(5).

3. Waiver of Costs. Each party waives all claims for costs.

4. 2015 Assessment. The parties agree that the 2015 assessment of the Property will reflect an assessed value of \$10,781,000. In the event the 2015 assessment exceeds this amount, then Target shall have the right to file a claim for refund for any taxes paid with respect to the 2015 assessment of the Property in excess of \$10,781,000, and the Village shall grant any such claim for refund. The parties agree that the Court shall retain jurisdiction to enforce this Section 4.

5. Stipulation for Dismissal. Within ten days after Target receives payment in full of the refund of all amounts owing under this Agreement, the parties shall (a) enter

into stipulations for the dismissal of the 2012-13 Case and 2014-15 Case (including, but not limited to, all claims asserted in the Complaints filed in these cases) on the merits, with prejudice, and without costs to either party; and (b) file the stipulations with the Court.

6. Chargeback Cooperation. Target agrees to cooperate with the Village in the Village's attempt secure a charge back pursuant to Wis. Stat. § 74.41. Target's obligation under this Section 6 shall not negate or compromise any other provision of this Agreement.

7. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. Neither party makes any admission about the assessments or the fair market value of the Property for any tax year.

8. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

9. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

10. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

11. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

12. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement, (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation, and (b) the parties shall attempt in good faith to resolve the dispute.

13. Representation by Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

14. No Assignment or Transfer. Target represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the 2012-13 Case or the 2014-15 Case.

15. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the 2012-13 Case or the 2014-15 Case.

16. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

17. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

18. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

19. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: 8/15/, 2015.

**TARGET CORPORATION**

BY: REINHART BOERNER VAN DEUREN s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703

\_\_\_\_\_  
Don M. Millis  
State Bar No. 1015755  
Jessica Hutson Polakowski  
State Bar ID 1061368

Dated: \_\_\_\_\_, 2015.

**VILLAGE OF PLEASANT PRAIRIE**

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

Dated: \_\_\_\_\_, 2015.

**VILLAGE OF PLEASANT PRAIRIE**

BY: STAFFORD ROSENBAUM LLP  
222 W. Washington Avenue, Suite 900  
Madison, Wisconsin 53701

\_\_\_\_\_  
Amie B. Trupke  
State Bar ID 1041768

32666802

Consider the request of Andrew and Caren Richard for approval of a **Certified Survey Map** to subdivide the property located at 9222 30<sup>th</sup> Avenue into two parcels.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions presented in the Village Staff Report of September 21, 2015.

## VILLAGE STAFF REPORT OF SEPTEMBER 14, 2015

Consider the request of Andrew and Caren Richard for approval of a **Certified Survey Map** to subdivide the property located at 9222 30<sup>th</sup> Avenue into two parcels.

*The petitioners are requesting to subdivide the property located at 9222 30<sup>th</sup> Avenue into two (2) parcels. The property is currently zoned R-4, Urban Single Family Residential which requires lots to have a minimum frontage of 90 feet on a public road and a minimum lot area of 15,000 square feet.*

Lot B-1 is proposed to be 22,088 square feet with 92.64 feet of frontage on 30<sup>th</sup> Avenue and Lot B-2 is proposed to be 29,316 square feet with 167.09 feet of frontage on 30<sup>th</sup> Avenue. Lot B-2 has an existing single family home. 30<sup>th</sup> Avenue is a dedicated right-of-way with a gravel road adjacent to the Kenosha County Bike Trail and the common lot line between Lot B-1 and B-2 is the centerline of the drainage ditch and the existing drainage easement (existing drainage easement was previously dedicated per CSM No 1562).

A new home on Lot B-1 will be required to connect to municipal sanitary sewer on 30<sup>th</sup> Avenue and since there is no water in the area the new home will need to install a well. In addition a new home 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 30<sup>th</sup> Avenue of 30 feet.
- Setback to the side property lines of 10 feet and not located within any easements (15 feet from south property line).
- Setback to the rear property line of 25 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).

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

1. Any deferred/outstanding special assessments or outstanding taxes shall be paid prior to recording the CSM. *Pursuant to the Village records there are no deferred/outstanding special assessments or outstanding taxes due.*
2. The original CSM shall be executed by the property owner and submitted to the Village for signatures.
3. Prior to the issuance of a building permit for the construction of a single family home on Lot B-1, the owner of Lot B-1 will be required to sign a Notice of Waiver of Special Assessment Hearing Notice related to the future installation of municipal water.
4. The CSM shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of Village Board approval.



RECEIVED

AUG 24 2015

PLEASANT PRAIRIE

Filed 20
Fee Paid 20
PC Meeting Date 20
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: 9222 30th AVE.
and is legally described as follows: Part 2 Lot 2 in Oakland in SW 1/4 Section 13-1-22
Tax Parcel Number(s): 91-4-122-133-0542

- The property abuts or adjoins a State Trunk Highway [ ] Yes [X] No
The property abuts or adjoins a County Trunk Highway [ ] Yes [X] 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: Andrew & Caren Richard
Signature: Andrew Richard, Caren Richard
Address: 9222 30th Ave.
Kenosha WI 53142
Phone: 262-694-4159
Date: 7-20-15

OWNER'S AGENT:

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



RECEIVED

AUG 24 2015

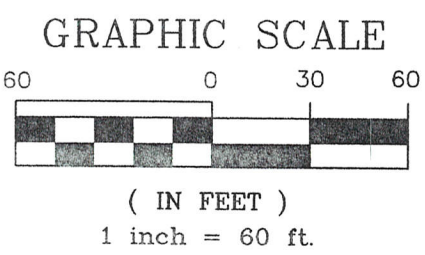
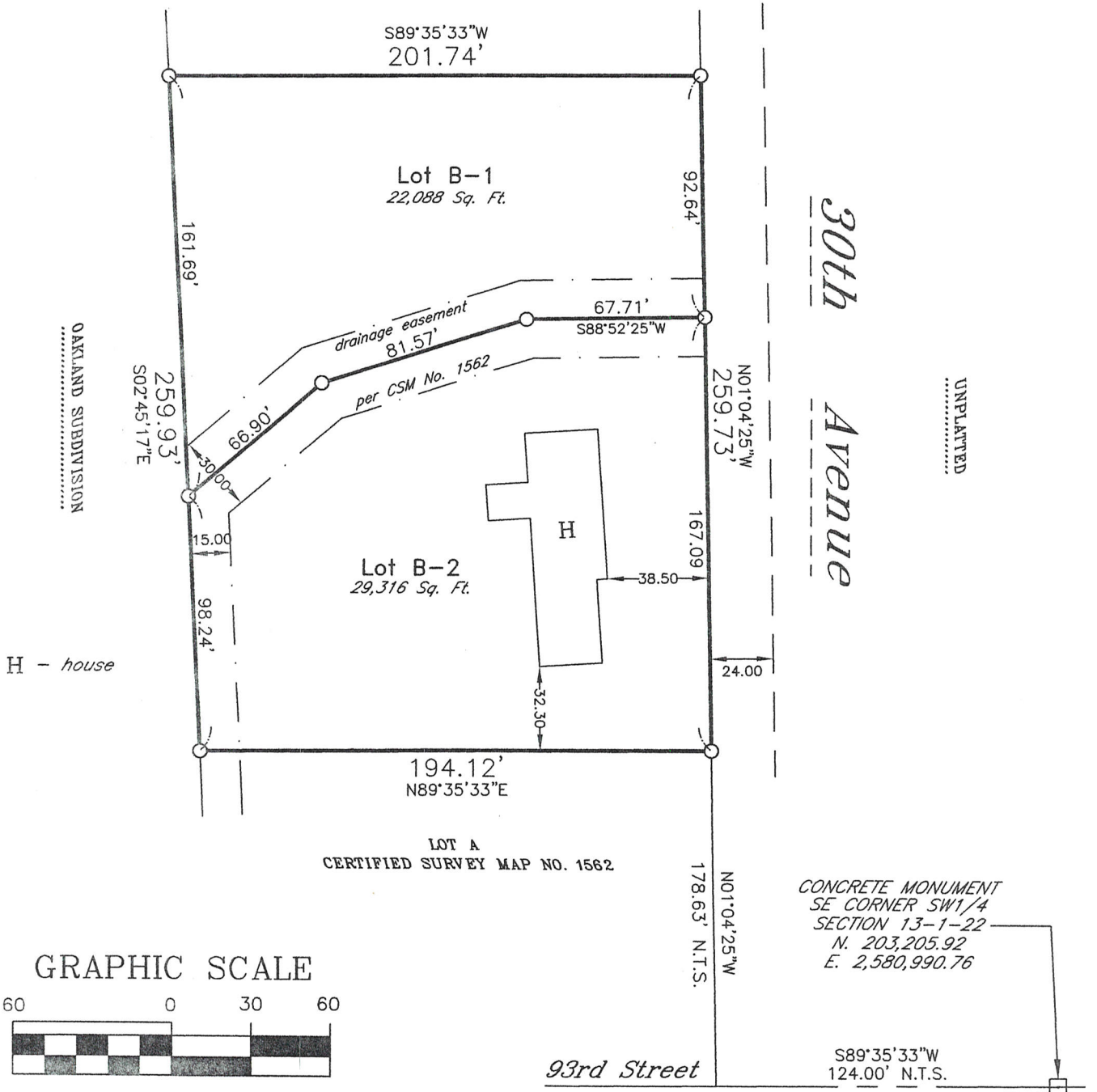
PLEASANT PRAIRIE

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

Lots shown hereon are served  
by public sanitary sewer.

NOTE: Bearings shown hereon  
refer to C.S.M. No. 1562

OAKLAND SUBDIVISION



J.K.R. SURVEYING, INC.  
8121 22ND AVENUE KENOSHA, WI. 53143

CERTIFIED SURVEY MAP

- for -

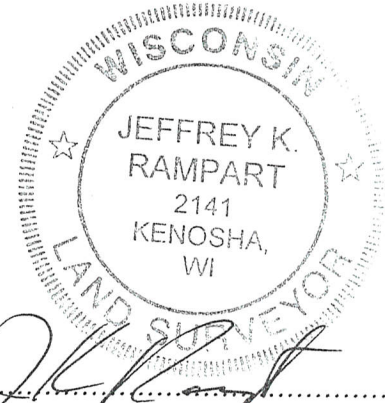
Andrew & Caren Richard

(Re-division of Lot B of Certified  
Survey Map No. 1562)

in SW1/4 Section 13-1-22

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WIS.

SHEET ONE OF TWO SHEETS



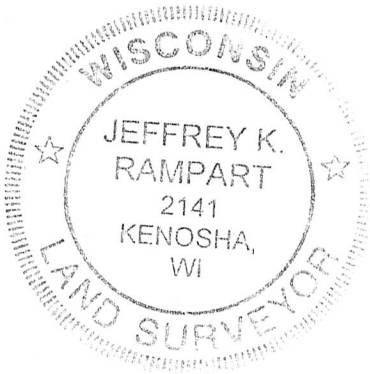
WISCONSIN REGISTERED LAND SURVEYOR  
Dated..... August 21, 2015.....

CERTIFIED SURVEY MAP NO.....

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:

Lot B of Certified Survey Map No. 1562, a plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southwest Quarter of Section 13, 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 S89°35'33"W along the south line of said quarter section 124.00 feet; thence N01°04'25"W 178.63 feet to the southeast corner of said Lot B and the point of beginning; thence continue N01°04'25"W 259.73 feet to the northeast corner of said Lot B; thence S89°35'33"W parallel to the south line of said quarter section and along the north line of said Lot B, 201.74 feet to the northwest corner thereof; thence S02°45'17"E along the west line of said Lot B, 259.93 feet to the southwest corner of said Lot B; thence N89°35'33"E parallel to the south line of said quarter section and along the south line of said Lot B, 194.12 feet to the southeast corner thereof and 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 21st day of August, 2015.

SURVEYOR.....  
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.....  
ANDREW RICHARD

OWNER.....  
CAREN RICHARD

PRINT NAME.....

PRINT NAME.....

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20\_\_\_, the above named Andrew and Caren Richard to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....  
NOTARY PUBLIC

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

PLAN COMMISSION CHAIRMAN,  
Thomas W. Terwall

VILLAGE CLERK, CMC, Jane M. Romanowski

OWNER

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

Andrew & Caren Richard  
9222 - 30th Avenue  
Kenosha, WI 53142

Consider the request of Melissa Roman on behalf of Centerpoint Wispark Land Co. for approval of a **Correction Instrument to CSM 2339** for the Rescission of the Trans 233 Restriction on the property generally located at the southwest corner of STH 165 and CTH H.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Correction Instrument to CSM 2339** for the Rescission of the Trans 233 Restriction subject to the comments and conditions presented in the Village Staff Report of September 21, 2015.

**VILLAGE STAFF REPORT OF SEPTEMBER 21, 2015**

Consider the request of Melissa Roman on behalf of Centerpoint Wispark Land Co. for approval of a **Correction Instrument to CSM 2339** for the Rescission of the Trans 233 Restriction on the property generally located at the southwest corner of STH 165 and CTH H.

*The petitioner is requesting approval of a Correction Instrument to CSM 2339 for the Rescission of the Trans 233 Restriction related to the 50 foot highway setback to STH 165 on the property generally located at the southwest corner of STH 165 and CTH H. Any buildings or structures and parking and maneuvering lanes on the site will be required to meet the Village Zoning requirements.*

**The Plan Commission recommends approval of the Correction Instrument subject to the document being executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of Village Board approval.**



RECEIVED

SEP 4 - 2015

PLEASANT PRAIRIE

Filed \_\_\_\_\_ 20\_\_
Fee Paid \_\_\_\_\_ 20\_\_
PC Meeting Date \_\_\_\_\_ 20\_\_
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: SW quadrant of STH "165" & CTH "H"

and is legally described as follows: See attached

\*\*have Trans 233 Restrictions 50' highway setback line and highway setback language resind.

Tax Parcel Number(s): 92-4-122-291-0111

- 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 [X] 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:

OWNER'S AGENT:

Print Name: Centerpoint Wispark Land Co.

Print Name: \_\_\_\_\_

Signature: [Handwritten Signature]

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

Address: 1808 Swift Drive

Address: \_\_\_\_\_

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

(City) (State) (Zip)

Phone: 630.586.8000

Phone: \_\_\_\_\_

Fax: 630.586.8010

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

Date 9/4/15

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

Melissa Roman
MRoman@centerpoint.com

LakeView 52

Lot 99 of Certified Survey Map No. 2339, recorded at Kenosha County Register of Deeds Office on December 20, 2002 as Document No. 1301442, being a redivision of Parcel 49 of Certified Survey Map No. 2189 in the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

**Correction Instrument  
Rescission of Trans 233 Restrictions**

Wisconsin Department of Transportation

Pursuant to s.236.295(1)(a), Wis. Stats., I, Patricia Reikowski, authorized Wisconsin Department of Transportation representative, certify that in the plat of:

Legal Description:

Lot 99 of Certified Survey Map No. 2339, recorded at Kenosha County Register of Deeds Office on December 20, 2002 as Document No. 1301442, being a redivision of Parcel 49 of Certified Survey Map No. 2189 in the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

This correction instrument is for the purpose of modifying the above document as follows:

To resind the 50 foot highway setback line and highway setback language.

This space is reserved for recording data

Wisconsin Department of Transportation  
Southeast Region  
C/O Patricia Reikowski  
141 NW Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number  
92-4-122-291-0111

*Patricia Reikowski*

(Authorized DOT Signature)

Patricia Reikowski

(Print Name)



**State Approval Notary Certificate**

State of Wisconsin )  
Waukesha County ) ss.

Subscribed and sworn to before me this date: 8-31-15

*Susan M. King*  
(Signature, Notary Public, State of Wisconsin)

Susan M. King  
(Print or Type Name, Notary Public, State of Wisconsin)

September 22, 2017  
(Date Commission Expires)

**Surveyor Notary Certificate**

State of Wisconsin )  
County ) ss.

Subscribed and sworn to before me this date: \_\_\_\_\_

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

(Surveyor Signature)

(Print Name)

**Village Approval Certification**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Village of Pleasant Prairie  
Approved for recording by the government identified above.

\_\_\_\_\_  
(Clerk Signature)

\_\_\_\_\_  
(Print or Type Name of Clerk)

**Village Approval Notary Certificate**

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)





Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662  
E-Mail: [waukesha.dtd@dot.wi.gov](mailto:waukesha.dtd@dot.wi.gov)

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EXHIBIT

**Lot 99 of Certified Survey Map No. 2339, recorded at Kenosha County Register of Deeds Office on December 20, 2002 as Document No. 1301442, being a redivision of Parcel 49 of Certified Survey Map No. 2189 in the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.**

The Department of Transportation has reviewed your request to release the highway setback restriction and highway setback language on the above referenced property.

1. The Department hereby releases the above-mentioned restrictions.

It is required that this release be incorporated into a correction document under ss. 236.295 wis.stats., as an Exhibit

  
Tony Barth, SE Region Planning Chief

CERTIFIED SURVEY MAP No. 2339

BEING A REDIVISION OF PARCEL 49 OF CERTIFIED SURVEY MAP NO 2189 IN THE NE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**JSD**

*Jacobus Survey & Design, Inc.*

MILWAUKEE REGIONAL OFFICE  
W229 N1433 Westwood Drive Suite 101  
Waukeesa, Wisconsin 53186  
(262) 513-0668

SCALE IN FEET

300' 0 300'



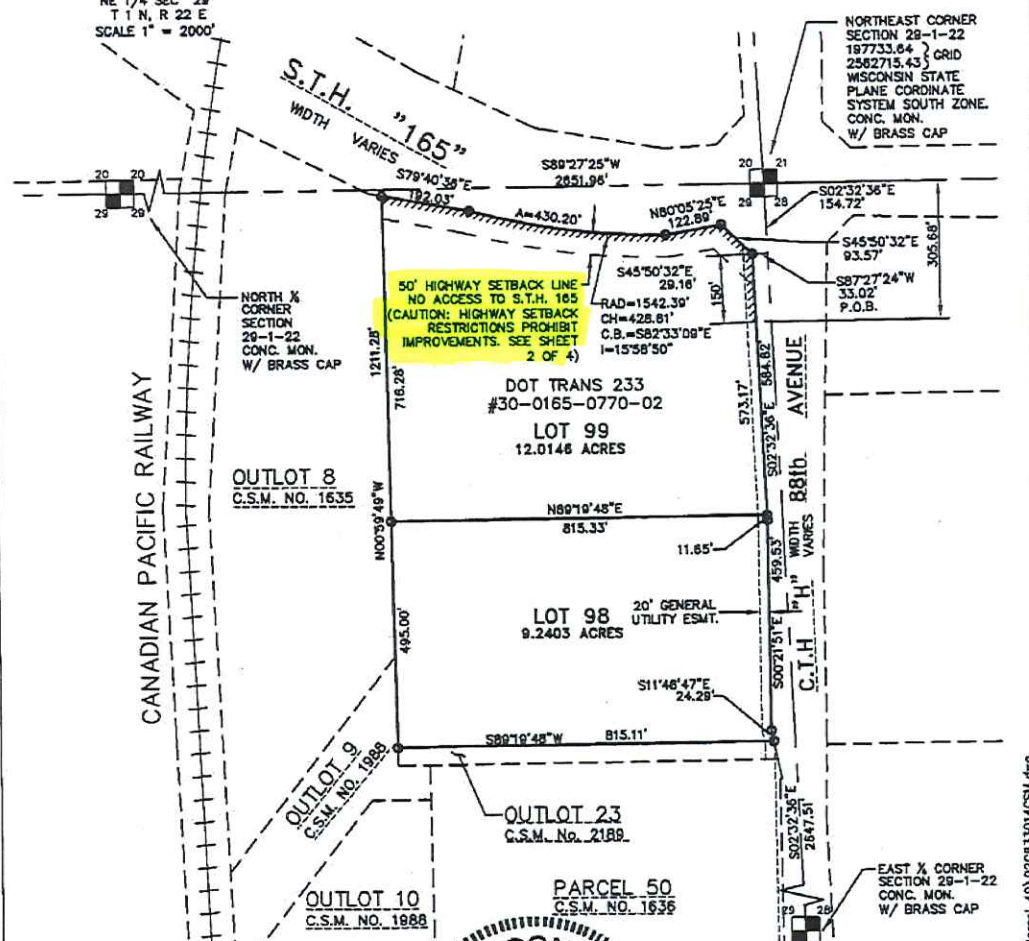
LOCATION MAP  
NE 1/4 SEC 29  
T 1 N, R 22 E  
SCALE 1" = 2000'

DOCUMENT NUMBER  
**1301442**

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise J. Pringle, Register of Deeds  
on 12/20/2002 at 9:55AM  
2066555 \$17.00

REGDEED3

JWK



BEARING BASIS:  
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE NE 1/4 OF SECTION 29-1-22 WAS USED AS S 89°27'25" W

PROJECT CONVERSION FACTOR:  
GRID/1.0000045 = GROUND

SUBJECT TO EASEMENTS OF RECORD.

////// INDICATES NO ACCESS

○ INDICATES 1" X 24" IRON PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT

WISCONSIN  
LAND SURVEYORS  
RICHARD K. WAGNER  
S-1666  
Waukeesa, WIS.

PREPARED FOR:  
**WISPARK LLC**  
WISPARK LLC  
10411 Corporate Drive, Suite 100  
Pleasant Prairie, WI 53158  
(262) 857-4661

DATED THIS 4<sup>th</sup> DAY OF DECEMBER, 2002 THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WAGNER, S-1666 Job No. 02C833-14

SHEET 1 OF 4

J:\SD Projects\02C833\_Wispark\014\_Parcel 49\02C833\014\CSM.dwg

**CERTIFIED SURVEY MAP NO. 2339**

Being a redivision of Parcel 49 of Certified Survey Map No 2189, in the NE 1/4 of the NE 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

**SURVEYOR'S CERTIFICATE:**

State of Wisconsin        )  
                                  ) SS  
County of Waukesha        )

I, Richard K. Wagner, Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a redivision of Parcel 49 of Certified Survey Map No 2189, in the NE 1/4 of the NE 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Section 29, Township 1 North, Range 22 East, thence South 02° 32' 36" East and along the east line of said Section 29, 154.72 feet; thence South 87°27'24" West, 33.02 feet to the west line of C.T.H. - H (88<sup>th</sup> Avenue), and the point of beginning of the lands to be described:

Thence South 02° 32' 36" East and along the west line of said C.T.H. - H, 584.82 feet to an angle point; thence South 00° 21' 51" East and along the west line of said Highway, 459.53 feet to an angle point; thence South 11° 46' 47" East and along the said west line, 24.29 feet to the northeast corner of Outlot 23 of Certified Survey Map No. 2189; thence South 89° 19' 48" West and along the north line of said Outlot 23, 815.11 feet to the northwest corner of said Outlot; thence North 00° 59' 49" West and along the east line of Outlot 9 of Certified Survey Map No. 1988 and Outlot 8 of Certified Survey Map No. 1635, 1211.28 feet to the southerly line of State Trunk Highway 165; thence South 79° 40' 36" East and along the southerly line of said Highway 165, 192.03 feet to an angle point and a point in a non tangent curve; thence Southeasterly, 430.20 feet along the southerly line of said highway and the arc of said curve to the left whose radius is 1542.39 feet and whose chord bears South 82° 33' 09" East, 428.81 feet to a non tangent angle point; thence North 80° 05' 25" East and along the southerly line of said Highway, 122.89 feet to an angle point; thence South 45° 50' 32" East and along the southerly line of said Highway, 93.57 feet to the west line of said C.T.H. - H and the point of beginning.

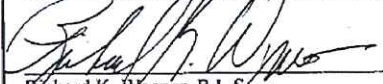
Containing in all 925,864 square feet, (21.2549 acres) of land, more or less. Subject to easements and restrictions of record.

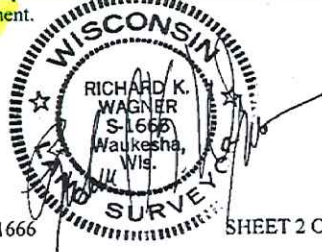
That I have made such survey, land division and map by the direction of WISPARK, LLC, owner of said land. That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Subdivision Control Ordinance in surveying, dividing and mapping the same.

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right of way of S.T.H. 165; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Stats., and shall be enforceable by the department or its assigns. Any access shall be allowed only by special exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

No Improvements or structures are allowed between the right or way line and the highway setback line. Improvements and structures include, but are not limited to: signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in Section 236.293, Wisconsin Statutes and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. Their phone number may be obtained by contacting the County Highway Department.

DATED THIS 4TH DAY OF DECEMBER 2002.

  
Richard K. Wagner, R.L.S.  
Registered Land Surveyor, S-1666  
THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WAGNER, S-1666  
JOB NO. 02C890-1



SHEET 2 OF 4

CERTIFIED SURVEY MAP NO. 2339

Being a redivision of Parcel 49 of Certified Survey Map No 2189, in the NE 1/4 of the NE 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

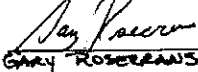
CORPORATE OWNER'S CERTIFICATE

WISPARK, LLC, a limited liability corporation duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said limited liability corporation caused the land described in the foregoing affidavit of Richard K. Wagner, to be surveyed, divided, and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Subdivision Control Ordinance.

In Witness whereof, the said WISPARK, LLC has caused these presents to be signed by Jerold P. Franke its PRESIDENT, and countersigned by GARY ROSECRANS, its VICE PRESIDENT, at MILWAUKEE, WISCONSIN, this 18<sup>th</sup> day of DECEMBER, 2002.


WISPARK LLC

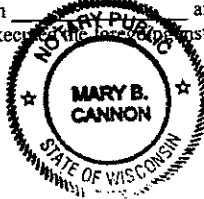
  
Jerold P. Franke, PRESIDENT

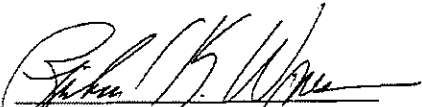
  
GARY ROSECRANS, VICE PRESIDENT

State of WISCONSIN )  
 ) SS  
MILWAUKEE County )

Personally came before me this 18<sup>th</sup> day of DECEMBER 2002, the above named Jerold P. Franke, PRESIDENT, and GARY ROSECRANS, VICE PRESIDENT, of the above named limited liability corporation, to me known to be such \_\_\_\_\_ and \_\_\_\_\_ of said limited liability corporation, and acknowledged that they executed the foregoing instrument as such officers.

  
Notary Public, MILWAUKEE County, WI  
My Commission Expires NOVEMBER 30, 2005



  
Richard K. Wagner, R.L.S.  
Registered Land Surveyor, S-1666

DATED THIS 4TH DAY OF DECEMBER 2002.  
THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WAGNER, S-1666 SHEET 3 OF 4  
JOB NO. 02C833-14

**CERTIFIED SURVEY MAP NO. 2339**

Being a redivision of Parcel 49 of Certified Survey Map No 2189, in the NE 1/4 of the NE 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

**VILLAGE PLAN COMMISSION APPROVAL**

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this 9<sup>th</sup> day of December, 2002


  
THOMAS W. TERWALL  
Chairman of Village Plan Commission

**VILLAGE BOARD APPROVAL**

Resolved that this Certified Survey Map, being a redivision of Parcel 49 of Certified Survey Map No 2189, in the NE 1/4 of the NE 1/4 of Section 29, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this 16<sup>th</sup> day of December, 2002

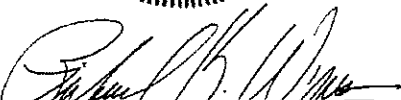
  
JOHN P. STEINBRINK  
Village President

**ATTEST:**

  
JANE M. ROMANOWSKI, CMC  
Village Clerk

DATED THIS 4TH DAY OF DECEMBER 2002.



  
Richard K. Wagner, R.L.S.  
Registered Land Surveyor, S-1666

THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WAGNER, S-1666 SHEET 4 OF 4  
JOB NO. 02C833-14

Consider the request of William and Cindy Gossett owners of the properties located at 12658 Timber Ridge Drive and 6540 126<sup>th</sup> Place for approval of a **Lot Line Adjustment** along the common lot line of said properties.

**Recommendation:**

Plan Commission recommends that the Village Board approve the **Lot Line Adjustment** subject to the comments and conditions of the September 21, 2015 Village Staff Report.

## **VILLAGE STAFF REPORT OF SEPTEMBER 21, 2015**

Consider the request of William and Cindy Gossett owners of the properties located at 12658 Timber Ridge Drive and 6540 126<sup>th</sup> Place for approval of a **Lot Line Adjustment** along the common lot line of said properties.

*The owners of the properties located at 12658 Timber Ridge Drive (Tax Parcel Number 92-4-122-343-1030) and 6540 126<sup>th</sup> Place (Tax Parcel Number 92-4-122-343-1040) within the Timber Ridge Subdivision are proposing to adjust the common lot line between the two properties so that common lot line is parallel to the adjacent homes providing a greater setback between the homes (7.9 feet). By adjusting the common lot line, it will allow the home on 126<sup>th</sup> Place to have a more uniform front yard and the home on Timber Ridge Drive to have a more uniform back/side yard.*

Both properties are zoned R-5 (PUD), Urban Single Family Residential District with a Planned Unit Development Overlay District. After the adjustment, both lots will continue to meet the minimum Timber Ridge PUD requirements.

The Lot Line Adjustment will comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

**The Plan Commission recommends approval of the Lot Line Adjustment subject to the petitioners recording the proper transfer/deed documents with the Plat of Survey for the Lot Line Adjustment as an Exhibit at the Kenosha County Register of Deeds Office within 30 days of final Village approval.**

William D. and Cindy L. Gossett  
3200 104<sup>th</sup> Street  
Pleasant Prairie, WI 53158-4023

RECEIVED

September 9, 2015

SEP 10 2015

Village of Pleasant Prairie  
Community Development Department  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

PLEASANT PRAIRIE

Re: Tax Parcel 92-4-122-343-<sup>1030</sup>~~1040~~ (12658 Timberidge Drive, Pleasant Prairie, WI) and Tax Parcel 92-4-122-343-1040 (6540 126<sup>th</sup> Place, Pleasant Prairie, WI)

To Whom It May Concern


We, William D. and Cindy L. Gossett, the joint owners of the two subject properties, are requesting a lot line adjustment between the properties in accordance with the attached Plat of Survey.


This lot line adjustment will accomplish two things:

- (1) The adjustment will place the lot line a reasonable distance from each dwelling based on the available space between the dwellings while increasing the present clearance of less than two feet between the southeast corner of the dwelling at 6540 126<sup>th</sup> Place and the existing lot line.
- (2) The adjustment will move the northeast corner of the lot at 12658 Timberidge Drive out of the front yard of the lot at 6540 126<sup>th</sup> Place.

Thank you for your timely consideration of this request.

Sincerely,

  
William D. Gossett  
762-694-4085

Cindy L. Gossett  


Attached: Plat of Survey for Lot Line Adjustment (4)

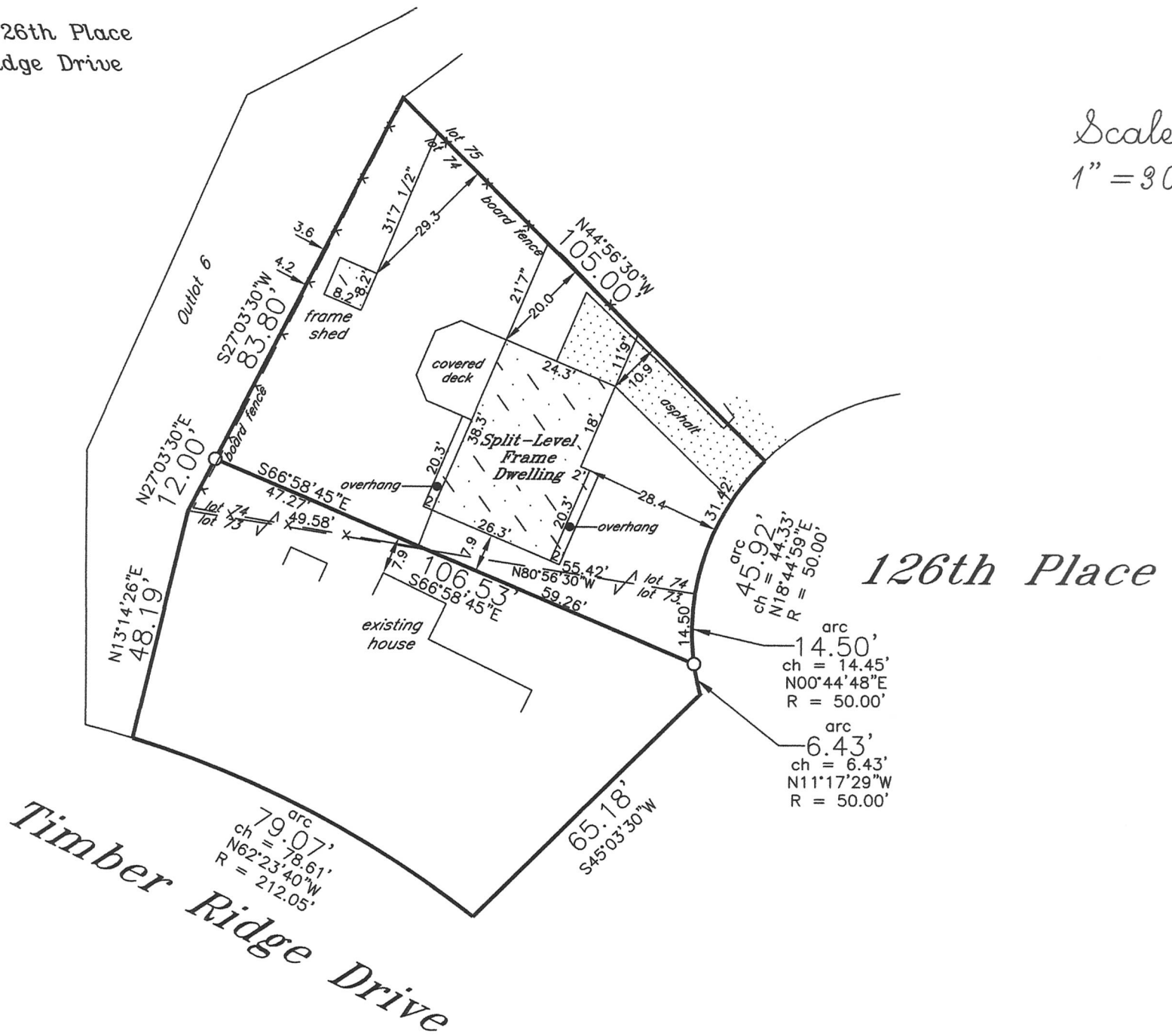
Bill Gos@wi.rr.com



addresses: 6540 - 126th Place  
& 12658 Timber Ridge Drive

Scale  
1" = 30'

denotes iron  
pipe set



tax key nos.: 92-4-122-343-1030 (lot 73)  
& 92-4-122-343-1040 (lot 74)

LEGAL DESCRIPTIONS FOR PROPOSED LOT LINE ADJUSTMENTS: PARCEL TO BE DETACHED FROM TAX KEY NO. 92-4-122-343-1030 (Lot 73) AND ADD-ON PARCEL TO TAX KEY NO. 92-4-122-343-1040 (Lot 74) in Timber Ridge, a subdivision plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southwest Quarter of Section 34, Town 1 North, Range 22 East of the Fourth Principal Meridian; in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as: Beginning at the northeast corner of said Lot 73; which is also the southeast corner of said Lot 74; thence N80°56'30"W along the southerly line of said Lot 74; which is also the northerly line of said Lot 73, 55.42 feet; thence S66°58'45"E 59.26 feet; thence northerly 14.50 feet along the arc of a curve concave to the east; said curve having a radius of 50.00 feet and a chord which bears N00°44'48"E 14.45 feet to the northeast corner of said Lot 73; which is also the southeast corner of said Lot 74 and the point of beginning; containing 391 square feet, more or less.

The Plat of Survey for Lot Line Adjustment is hereby approved by the Village Board of The Village of Pleasant Prairie on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PARCEL TO BE DETACHED FROM TAX KEY NO. 92-4-122-343-1040 (Lot 74) AND ADD-ON PARCEL TO TAX KEY NO. 92-4-122-343-1030 (Lot 73) in Timber Ridge, a subdivision plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southwest Quarter of Section 34, Town 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as: Beginning at the southwest corner of said Lot 74; which is also the northwest corner of said Lot 73; thence N27°03'30"E 12.00 feet; thence S66°58'45"E 47.27 feet to a point on the south line of said Lot 74; which is also the north line of said Lot 73; thence N80°56'30"W along said line 49.58 feet to the southwest corner of said Lot 74; which is also the northwest corner of said Lot 73 and the point of beginning; containing 283 square feet, more or less.

PLAN COMMISSION CHAIR, Thomas W. Terwall

VILLAGE CLERK, Jane M. Romanowski

VILLAGE PRESIDENT, John P. Steinbrink

Refer to a current title report for easements or restrictions which may affect the use of these sites that are not shown on the recorded subdivision plat.

J.K.R. SURVEYING, INC.  
8121 22ND AVENUE  
KENOSHA, WI 53143

Plat of Survey for Lot Line Adjustment

BETWEEN LOTS 73 & 74 IN

TIMBER RIDGE

in SW1/4 Section 34-1-22

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WIS.

I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

*[Signature]*  
Reg. Land Surveyor  
September 2, 2015

-for-  
Bill Gossett

