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
February 1, 2016
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting - January 4, 2016
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
A. Receive Plan Commission recommendation and consider a Certified Survey Map, to combine several properties and to dedicate road right-of-way and easements for the development of a second Uline Headquarters office building (H2) located at 12100 Uline Place.
B. Consider an Award of Contract for the installation of Precast Wall Panels for the Roger Prange Center Equipment Storage project.
C. Consider Resolution \#16-02 - Preliminary Resolution Declaring Intent to Exercise Special Assessment Police Powers in connection with the construction of water, sewer and storm sewer improvements as a result of extending Cooper Road from $97^{\text {th }}$ Street north to $98^{\text {th }}$ Street.
D. Consider Resolution \#16-03 authorizing the submission of a Wisconsin Department of Transportation Facilities for Economic Assistance (TEA) Grant Application.
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 ${ }^{\text {th }}$ Avenue, Pleasant Prairie, WI (262) 694-1400

VILLAGE OF PLEASANT PRAIRIE<br>PLEASANT PRAIRIE VILLAGE BOARD<br>PLEASANT PRAIRIE WATER UTILITY<br>PLEASANT PRAIRIE SEWER UTILITY<br>9915-39th Avenue<br>Pleasant Prairie, WI<br>January 4, 2016<br>6:00 p.m.

A regular meeting of the Pleasant Prairie Village Board was held on Monday, January 4, 2016. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Dave Smetana, Police Chief; Doug McElmury; Fire \& Rescue Chief; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Dan Honore', IT Director; Sandro Perez, Inspection Superintendent and Jane M. Romanowski, Village Clerk. Two citizens attended the meeting.

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

3. ROLL CALL
4. MINUTES OF MEETINGS - DECEMBER 14 AND 21, 2015

Dave Klimisch:
I move approval.
Steve Kumorkiewicz:
Second.
John Steinbrink:
Motion by Dave, second by Steve. Any additions, corrections, comments?
KLIMISCH MOVED TO APPROVE THE MINUTES OF THE DECEMBER 14 AND DECEMBER 21, 2015 VILLAGE BOARD MEETINGS AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

## 5. CITIZEN COMMENTS

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

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## 6. ADMINISTRATOR'S REPORT

Mike Pollocoff:
I just want to give an update on the repurposing of this building based on discussions with Riley Construction. Based on our discussions with Riley Construction, I believe our auditorium will be ready for the first meeting in February, February 1st. And the first meeting will be with the meeting of the Village Board. Then after the other Commissions will also meet down there. And this will just remain as the courtroom for the Municipal Court. They're fairly well done. They're working on the elevator right now. And then the rooms that are kind of attached to the elevator they can't get done until the elevator is done. So we'll be all set to go. And we'll get the word out to the newsletter and everything that we're going to have that meeting that night. I think it's going to be a fairly long agenda matter of fact. So everybody who needs to get for that night or wants to come they'll know to park down there and come into the new auditorium.

I was down there today. We were looking at the work that's been done so far. And when I look at that room I can't believe we got fire trucks parked in there. The room isn't any bigger than it was, and it's not any smaller than it was when the fire trucks were in there. But it actually is a little bit bigger than this room. And we took the extra step to insulate it which will help with the heating. Back when the building was built it was never insulated. But I think it's going to be a nice addition. We have a break out wall there. One of the big problems we've had with lack of meeting space is for like neighborhood associations and some of the nonprofit groups had no place to meet. And now they'll be able to meet in that meeting room. And we can actually have two different groups in there and break it out with an acoustical wall between the two. So that will be ready.

There was one more thing. I wanted Chief Smetana to come up. There was a press release on it I'm not sure if you all saw it, that Lieutenant Riley went to the FBI Academy. Unfortunately it's the first time we've done it since I've been here.

## Chief Smetana:

Good evening. I was fortunate enough back when I first got here to kind of poll the officers and upper command staff and find out what they were interested in. One of the topics that came up was command training. So being an alumni of the National Academy which is a ten week intensive academic and physical training, it's held out at Quantico where the new agents come in, so you're living there in dorms which is like the 1960 style. So if you watch the TV show Quantico it's nothing like that. Its 1960 style dorms. But generally it's between 270 and 280 law enforcement professionals from all over the world.

And you're mixed in with the training. You take a certain curriculum. You can take masters level classes or bachelors level classes. Mixed in with that you have PT training three times a week. And they work you up from running one mile the first week to over six and a half miles with an obstacle course on the Marine Corp base the eighth week. So it's prestigious. It's something that helps set up our department for growth in the future.

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I was fortunate enough to apply to get Dan in, and his spot came up early so we were able to send him in October. I've got another command staff member who's on the list, so I'm hoping to get them through as well. So it was a great experience for Dan. If you get a chance give him an email and he can tell you personally what he thought about it.

John Steinbrink:
Chief, do you know if they offer a course on boxing with that?

## Chief Smetana:

I asked Dan if he talked about his boxing. And what the President's referring to is Dan's Battle of the Badges. And Dan he's just a great team player. Dan jumped into that. It was a fundraiser for autism, and they try to pair up people equally. Dan's opponent was a little bit more skilled. But I never boxed, Dan never boxed, and Dan jumped into the ring. He trained himself up. He takes a great deal of pride on his physical fitness. Trained himself up and fought a good fight, put it that way. So there's not even a boxing ring out in Quantico.

John Steinbrink:
I give him credit because he told us the story, and it was --
Chief Smetana:
Oh, good, I'm glad I'm not the one telling it to you. We can blame it on him. We're looking forward to somebody else taking the reigns and doing it next year for charity.

John Steinbrink:
It was a good cause.

## Chief Smetana:

It was a great cause. Any questions on the National Academy? No? Thank you.

## John Steinbrink:

Thank you, Chief.
Mike Pollocoff:
That's all I have, Mr. President.

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John Steinbrink:
Okay, thank you, Mike.

## 7. UNFINISHED BUSINESS

A. Consider a Memorandum of Understanding Agreement for the property located at 9201 Wilmot Road.

Mike Pollocoff:
Mr. President, this hasn't been completed yet. And as such I'm recommending we remove it from the agenda.

Michael Serpe:
So moved.
Steve Kumorkiewicz:
Second.
John Steinbrink:
Motion by Mike, second by Steve. Any discussion?
SERPE MOVED TO REMOVE UNFINISHED BUSINESS ITEM 7A. FROM THE TABLE AND AT THE REQUEST OF THE VILLAGE ADMINISTRATOR, REMOVE IT FROM THE AGENDA; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

## 8. NEW BUSINESS

## A. Consider award of contract to purchase a 100 foot aerial platform fire truck.

## Chief McElmury:

Mr. President and members of the Board, we're here tonight to give you some information about the 100 foot aerial platform that we went out to bid for that we're looking to purchase in 2016. We have spent several years actually researching the different aerial platforms out. We've traveled all over looking at different ones, different brands, different models, different options. And so we spent quite a bit of time putting together a very detailed specification about what we were looking for and what would meet the needs of our community not only today but up to 25 years or more in the future. Our existing ladder truck is 28 years old now, so we're kind of looking at that as a round figure of how long this needs to be around, so how long do we need to try to equip it for the future.

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So there's three basic components that are in the budget. It's the platform itself, it is the radio equipment that goes in it, and then all the loose fire equipment. And that's all included in the budget of $\$ 1.343$ million. So we sent out a request for a proposal to three different companies. And those three companies are Emergency One, Pierce Manufacturing and Suffern Corporation. And we sent them directly to their Wisconsin dealers.

We received a no bid response from the Sutphen Corporation. They no longer build a rear mount aerial platform which is what we decided to go with. They have mid mount aerial platforms. And if you've seen like in Kenosha they have the mid mount aerial platforms. There are some distinct advantages for communities that have low overhead bridges such as Kenosha or have low garage doors. That's the main reason you'd buy a mid mount platform. That's where the aerial platform rotates out of the center just behind the cab of the truck, and the bucket overhangs the back. The problem with a mid mount is the tail swing. As you go around a corner that bucket swings over like eight to ten feet over. So if you're in traffic you really have to be very careful on how you drive that or it can be kind of a wrecking machine driving down the road.

A much more practical option for Pleasant Prairie is what they call a real mount platform. Very similar to the truck we have now where the ladder rotates off the rear end of the apparatus. The bucket sticks out over the front. So there's a good picture here on the left. So we specified a rear mount so that dropped us down to two bidders. And that was Reliant Fire Apparatus which is our local Pierce dealer, and also Fire Safety USA which is our E-One dealer. We received responses from both of them.

There's a couple things that we liked -- could we go back just one slide there for a sec. When we got the rough bids in Fire Safety USA was actually considerably less than Pierce. As I stated in the memo there's three basic components that we really like about the E-One. Number one is this outrigger design. If you look on the left that's the E-One. Its 15 foot 6 inches wide, but they're very slow slung, very low mount. So it's easier to set that up in a tighter area than the Pierce. That's got a 16 foot 6 , but they're much larger, what they call an H type of outrigger system versus the A frame with the E-One. And that's what we have currently. And we really do like that.

And as we go into new developments such as Village Green, little tighter streets, little narrower areas it's much more practical. Then the second thing that we liked is the load capabilities. The E-One has a 1,305 pound load rating in the basket. And at a two and a half to one safety factor versus 1,150 pounds and only a two to one. And two to one meets the NFPA requirement, National Fire Protection Association Requirement, but it does -- obviously two and a half to one with the heavier capacity is going to be much better now and in the future. We can put more equipment in there.

So to date E-One has never experienced an aerial failure, which not many aerial manufacturers can say that. I should knock on wood when I say that. And then there's nearly a $\$ 100,000$ cost savings. If you look this is the raw bids that came in. And as you can imagine when you go out to bid for a rig as complicated as a ladder truck the bids are quite extensive. These are the two bids we got back so pretty lengthy. It's not exactly an apples to apples comparison when you go through.

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So we start with the raw bids. Fire Safety USA is $\$ 1,125,000$. The safety factor which I talked about -- now their base price did not include several things. This is the main things. The large diameter valve is just an outlet that comes off the side where you can flow large amounts of water through a large diameter hose. A collision mitigation system which is like a forward facing radar. Some of the new cars have that where it sense there's a car in front of you, and it actually will apply the brakes if you start getting too close which that was in our specification. I mean when we're looking at something this expensive, this heavy, it makes sense to equip it with the most modern safety features available.

The Line-X coating on the exterior diamond plate for slip resistance and also long term from a maintenance standpoint it saves a lot. Independent front suspension, again, so it handles better, it handles better on the road with that, and the tires will last longer. And the zinc coating on the frame rails. With the salt and also the additives to the salt nowadays one of the big problems in fire apparatus because you keep it so long is that gets up on the frame rails, and they're experience nationwide, especially in the northern climates, rusting of the frame rails. So we want to make sure we protect those. So that was something that we added in our spec.

Michael Serpe:
Is that zinc permanent, or does it have to be redone every now and then?

## Chief McElmury:

No that is permanent. And there are some other spray coatings you can put on. Actually we did that to all of our existing apparatus here this last round of PM because we got an update that came from the different factories recommending that. And that's call Carwell. It's almost like a thick oil that goes up and protects the frame. So we can do that in addition to even protect it more. So that was the raw bid from Fire Safety. And when we come to our final total in a little bit you'll see those are the items that we had priced out that we added into that base price which is coming up. Next slide please.

The Pierce raw bid was $\$ 1,283,987$. As I mentioned that has a little bit less of a bucket capacity. There's a typo there, I apologize. It's not 11,505 , it's 1,550 . Forget that last five. Now they had included some things that, again, to compare truly apples to apples comparison between the two manufacturers, the Telma electromagnetic braking retarder which kind of does the same thing as if you ever heard of Jake brake, if you hear like a truck or somebody slowing down you hear that real throaty exhaust sound that's a Jake brake.

John Steinbrink:
They are illegal in the Village you know.

## Chief McElmury:

Except on fire apparatus, we're exempt. When you have a rig that heavy you want to do everything you can do to slow down. And actually one of the things we looked at doing was eliminating that

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on this rig and going with a Telma. It was not available from E-One. So we took the price of that off of the bid from Reliant. We had initially expected a second air compressor. We do that with our ambulances to assure that we don't run out of air with the air horns. It's not really necessary so we pulled that off. And also there was a rear waterway option that we had had on our spec that upon talking with both manufacturers while it would lend some flexibility to the way we operate it really wasn't practical. The departments that had gotten it had actually stopped using it, so we actually eliminated that from our spec. So those prices along with some minor electrical stuff came off.

So when we get to our final pricing you can see we actually added to the E-One and subtracted from the Reliant to make it a true apples to apples comparison. So our final bid, if you will, that was adjusted for this for E-One is the $\$ 1,152,500$ versus $\$ 1,252,044$. So almost $\$ 100,000$ difference between the E-One and the Pierce. So we're recommending that we go with the E-One. And I think we have pictures. That's a base print of the proposed model that came out of E-One so you can see the side view and the rear view. The next slide should be the officer's side and the front view.

We're very fortunate both dealers are very reputable. Both are very experienced in the fire apparatus business. We've had excellent history with both dealers. As I mentioned in the memo we've had some problems with the one manufacturer, and that was one of the factors in not going with them. So that's the base price. I'll let Mike discuss the different financial options here.

Mike Pollocoff:
E-One provided an option where if you paid cash up front that they would deduct three percent off the price of the truck. In doing that we'd want a performance and payment bond. If you think back to the Pirsch disaster how many fire departments lost their money they put down on trucks when they couldn't deliver. E-One is a good company, Pierce is a good company, but they've both been through reorganization as well. The bond I think was $\$ 8,000$.

Chief McElmury:
$\$ 7,500$ for the performance bond for the E-One for full price.
Mike Pollocoff:
And we took a look at -- depending on what we thought the bonds were going to be and talking with Kathy, especially after what happened in the stock market today, the bonds are going to get cheaper which is good news if we're borrowing money, but not for investors. In this case we'd be looking at saving -- we're thinking when we go out to issue bonds for the public works building and for the ladder we're going to be at about two percent. So it would be kind of a wash. Once you put in bond attorney fees and stuff like that I don't think it would be worth it. If the interest rate was a little higher then it would be something worth looking at. We could carry it off with our reserves until we went - - once the budget was implement as far as the capital and debt service and then pay it off at that time. But as such my recommendation is to reject the purchase option. It's not going to be -- it will be financially good for E-One, but I don't think it benefits the Village.

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## Michael Serpe:

What's the fate of the old ladder truck? What's the value of it, and what are we going to do with it?

## Chief McElmury:

We didn't include that because we would try to sell it as a ladder truck. But when the companies like the E-One dealer looked at it they literally looked at scrap value of a rig that old. As far as the worse case scenario for a trade in with the aluminum ladder, the aluminum body and all that there's a lot of scrap value, engine and transmission. We would attempt to sell that, though, outright to another fire department. It passes ladder tests. We just did some extensive hydraulic work to it. And so it's functioning, it will be in service until we replace it. So our goal would be to try to get much more than scrap value.

Michael Serpe:
Is that in need of a lot of repair?
Chief McElmury:
Well, it's 28 years old. We did what we had to do to keep it in service. We had problems with the hydraulic hoses. They literally so old the rubber on the inside of the hose was deteriorating. It was clogging up the valves. It's a very complicated hydraulic system with proportioning valves, and also it has to satisfy that there's weight on all four jacks before it will allow you to move the aerial. Well, it clogs up the valves and the sensors on that. So we ended up replacing all the hydraulic hoses so it would work.

## Kris Keckler:

I believe I reads it was 390 and some days upon ordering. So if we went this route is a down payment included, or pay for it all upon delivery?

Chief McElmury:
The different options are if we do pay we could opt to pay some up front. But the main option is when it's done we pay for it.

Kris Keckler:
Is there any idea that it really would hold tight to the run the 390 days?

## Chief McElmury:

No, it's about 300 days actually. They anticipate that if we get a purchase order in here within the next couple weeks we'd be locked into probably an October bill.

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Kris Keckler:
So it's still in this calendar year.

## Chief McElmury:

Calendar year 2016, correct.
Mike Pollocoff:
It's capitalized so that goes over fiscal years.
Dave Klimisch:
Do you know what kind of money -- what kind of return we're getting on the million that we have? If we were going to pay cash for it and save three percent how is that money performing for us now?

Mike Pollocoff:
We don't have that money. So we have our reserve funds invested. Some of it's in more liquid accounts which are racking up -- because we have secured funds we're at about three quarters of a percent. And then through our long-term reserves are at about almost four percent.

Dave Klimisch:
And then just a general question on the aerial ladders. When the ladder is up are you able to drive the rig, or is that not drivable?

Chief McElmury:
No, you actually have those [inaudible] riggers, those jacks are down, they stabilize it. Because otherwise it would actually tip over. And they've had departments that have like bypassed the inner locks, so that's usually where you see a headline on a newspaper.

Dave Klimisch:
So that ladder has to be all the way down for the stabilizers to come in?

## Chief McElmury:

Right, exactly. The ladder has got to be all the way down, what they call bedded. So it's retracted down, and there actually has to be weight, about over a thousand pounds of down pressure on the cradle of the ladder before it will allow you to switch back over and use the jacks.

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## Dave Klimisch:

And that stops you from hitting power lines.

## Chief McElmury:

Exactly.
Michael Serpe:
Doug, when you showed the photograph of the Pierce with the H and the other one is there a reason why Pierce went with that? Have any of these trucks ever tipped over?

Chief McElmury:
Oh, yeah.
Michael Serpe:
Oh, that's good.
Chief McElmury:
One of the demos that we actually did with the E-One, and we're very familiar with their outrigger system because that's what we have now, it's a little bigger, a little more robust with a platform versus a straight stick like we have now, but they put the ladder out to the side all the way out, and basically it's rated for four people. We had eight of us in the bucket and we couldn't tip the thing. And that's the worse possible case scenario. That's about a foot above ground level 100 feet straight out. So it's impressive how stable it is.

Dave Klimisch:
So when you say aerial failure is that a tip, or are there other aerials failures with the other model?

## Chief McElmury:

Nationwide there's been multiple aerial failures and a multitude of reasons. When you have an H jack system like that the newer models allow you to -- well, all of them allow you to do what they call short jack. So in other words let's say you're in a very tight area and you don't have the 16 feet or $161 / 2$ feet to put them out, you can actually take one side and you can pull them in. So if you're going to go off the right side you can pull the left side jacks and they only go out part way. Well, the newer machines, the newer aerials have an interlock that says you can't go past the 180 degree mark. So you can't go past the cabin or front. And if you swing this way it stops at the back point so you can't go under that short jack side. Well, the old aerials don't have that. And people would swing around to the side they short jacked on and tip it over.

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Also Atlanta had a problem. Suffern Manufacturing had some issues where they actually told all their people that had aerials don't use them until we get this worked out. They had some cable and pulley failures where the aerial was up and it dropped with a crew in it. When aerials fail it's generally very ugly. And that was one of our big things that we liked about the E-One was not only does it have a higher capacity, it has a higher rated capacity at a two and a half to one versus two to one safety factor.

## Dave Klimisch:

I like exceeding the standards, not just meeting them.

## Chief McElmury:

Exactly. And to somebody that's spent a lot of time up in the air not only from a fire fighting mode but also from a technical rescue hanging off of them in ropes we like that safety factor, too.

Michael Serpe:
So we're looking for a motion to approve E-One?
Mike Pollocoff:
We're looking for a motion to approve and authorize the Chief to complete negotiations. I mean there's still some -- this is the high number, and I think he still wants the opportunity to be able to negotiate it down on some of the things that we think we're not going to need or are going to be over. And then we'll execute a contract, execute a purchase order. We'll probably execute the purchase order first. There will just be an encumbrance, and then we'll adjust that purchase order when we get down to the final number.

Michael Serpe:
I would make that motion.
Steve Kumorkiewicz:
Second.
John Steinbrink:
Motion by Mike, second by Steve. Any further discussion?
Kris Keckler:
The list of items, the additional equipment and instruments and everything else will just be available dependent upon the funds that are realized?

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Chief McElmury:
Right. What we did is we went off our budgeted amount. So if we realize a savings it would come off of that amount. It wouldn't get added to the loose equipment. We have enough budgeted for the loose equipment to do what we need.

Kris Keckler:
Is there anything salvageable still from the existing one?

## Chief McElmury:

Yeah, there's a few things. But a lot of that equipment is 28 years old so we're looking to replace some of that. Plus our existing rig doesn't have a pump. So it has absolutely no fittings or adapters or anything like that for a hose. So that's why that's in there.

Kris Keckler:
Okay, thanks.
Steve Kumorkiewicz:
How much did we budget for that?
Chief McElmury:
$\$ 1.343$ is the whole package including -- and that's what I'm asking to be approved tonight. So not only the apparatus but also the radios, the loose equipment. We budged a whole $\$ 94$ for licensing and title.

John Steinbrink:
But we don't have to pay tax, right?
Chief McElmury:
No tax.
John Steinbrink:
That's a big savings right there. Further comment or question?
SERPE MOVED TO AWARD A CONTRACT TO E-ONE TO PURCHASE A 100 FOOT AERIAL PLATFORM FIRE TRUCK AND ACCESSORIES IN AN AMOUNT NOT TO EXCEED \$1,343,372.00; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

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Chief McElmury:
Thank you.
John Steinbrink:
Thank you, Chief.

## B. Consider Resolution \#16-01 - Preliminary Resolution Declaring Intent to Exercise Special Assessment Police Powers in connection with the construction of municipal water on Springbrook Road from Green Bay Road (STH 31) northeast approximately $\mathbf{6 , 6 0 0}$ feet.

Matt Fineour:
Mr. President and members of the Board, this is a preliminary resolution to levy special assessments for the Springbrook road water main project. The water main project is about 6,600 feet long. It starts at Green Bay Road on the west side and travels northeast, like I said, 6,600 feet up to the ending point. This water main is actually going to connect an existing water main from the north to an existing water main to the south there. So there's existing water mains on both sides. This is really to loop our system. It gives our system better reliability for looping capacity and getting water not only to the tower there but also to the industrial park. If there's any questions I'd be happy to answer them.

Mike Pollocoff:
This project is being financed through the Tax Increment District. So what this assessment tonight will do is the people that live along that route aren't required to connect to it or pay for it. But as such time as they do they're going to have to pay what the cost of an eight inch main would be. So the TIF district can't make an improvement outside the district for people to use. So this actually gets that main I think at a lot better price than they would enjoy otherwise. It's available for their use if they need it.

## John Steinbrink:

Would that eight inch main be at today's price or when they hook up?
Mike Pollocoff:
Today's price. The TIF district can finance the spread. So whatever it costs today they wouldn't have to pay the added interest cost. The TIF district would have to pay for that. The other thing it gives them is it gives them a fire hydrant in front of their property. That does a lot for helping them with their homeowner's insurance and what they pay for fire protection.

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## Kris Keckler:

Do they have any idea what the cost would be? I know it's various, but is there a price per foot or anything that any residents have inquired about?

Matt Fineour:
As far as the assessment cost?
Kris Keckler:
Yeah.
Matt Fineour:
We're still working up the overall project cost. I mean it's a 16 inch main. It's about a $\$ 1.5$ million construction cost. But we'll have the actual numbers with the final assessment. I don't have the exact number in my head for that.

Mike Pollocoff:
This is one of those resolutions where we want to get it out there because really the purpose of this resolution is it notices our intent so it gets out there. So if there's any property transactions that take place buyers and sellers know that there's a contemplated assessment that's going to happen out there.

Michael Serpe:
This is a deferred assessment, Mike?
Mike Pollocoff:
Until connection.

## Michael Serpe:

Now, once the main goes in and the fire hydrants go in and the people along that line don't hook up as of yet, are they still charged something for that hydrant being in front of their house?

Mike Pollocoff:
No.
Michael Serpe:
Nothing?

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Mike Pollocoff:
We can't charge them unless they're hooked up to water. Now they are charged -- I take that back. There's a process whereby things for public fire protection which is the hydrant, the oversizing of mains, the tanks, the towers, the pumps that's all part of the Public Service Commission's public fire protection charge. So it's that line item that shows up on your bill. And a lot of people think that's what they pay for fire fighting. What that really is the Public Service Commission says you have to pull that away from the cost of providing municipal water to people, and you have to identify that separately as a cost of providing fire protection water to a community. So everybody whether they have a main in front of their lot or not pays that monthly, and it's based on the value of your property. So they will pay that, but they've been paying it all along anyway.

## Kris Keckler:

Move to approve Resolution 16-01.
Dave Klimisch:
Second.
John Steinbrink:
Motion and a second for approval of 16-01. Any further discussion?
Steve Kumorkiewicz:
Yeah, a question for Mike. Mike, what are the limits of when they can hook up? Because I recall there was a ten year -- that was a private [inaudible], ten years and then they have to pay. I wondered about that.

Mike Pollocoff:
Any project that's funded by a developer there's a ten year right of recovery. But this isn't being funded by a developer.

Steve Kumorkiewicz:
So they can do it anytime, 20 or 30 years from now. Okay, thank you.
Dave Klimisch:
And then if a property sells the new homeowner still has the right to refuse the water? They don't have to hook up then.

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January 4, 2016
Mike Pollocoff:
Yeah, they don't have to. But to be honest with you sometimes a mortgage company wants that off the record, and it ends up being the transaction between a buyer and a seller. We'll provide a notice or statement to a prospective buyer or a title company saying that there is a deferred assessment, we're not requiring connection unless they do connect and use it. But I've seen real estate transactions where a mortgage company says unless that future assessment has been satisfied we're not going to write the loan. And that depends on who you're getting your mortgage through and probably your personal finances as well.

John Steinbrink:
A lot of times when they test the wells all of a sudden they find out that it is a good idea to hook up.

Steve Kumorkiewicz:
The question I've got, too, is we put the laterals [inaudible] or not?
Mike Pollocoff:
Yeah, we're putting laterals on this.
Steve Kumorkiewicz:
Okay, thank you.
John Steinbrink:
Any further comments or question? We had a motion by Kris, second by Dave.
KECKLER MOVED TO ADOPT RESOLUTION \#16-01 - PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF MUNICIPAL WATER ON SPRINGBROOK ROAD FROM GREEN BAY ROAD (STH 31) NORTHEAST APPROXIMATELY 6,600 FEET; SECONDED BY KLIMISCH; MOTION CARRIED 5-0.
9. VILLAGE BOARD COMMENTS - None.

## 10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:35 P.M.

Consider the request of Matt Carey of Pinnacle Engineering Group, agent for Route 165, LLC owner of the properties located at 12100 Uline Place for approval of a Certified Survey Map, to combine several properties and to dedicate road right-of-way and easements for the development of a second Uline Headquarters office building (H2).
Recommendation: Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the Village Staff Report of February 1, 2016.

## VILLAGE STAFF REPORT OF FEBRUARY 1, 2016

Consider the request of Matt Carey of Pinnacle Engineering Group, agent for Route 165, LLC owner of the properties located at 12100 Uline Place for approval of a Certified Survey Map, to combine several properties and to dedicate road right-of-way and easements for the development of a second Uline Headquarters office building $(\mathrm{H} 2)$.

The CSM is proposed to combine the three (3) properties for development, to dedicate additional right-of-way to the WI DOT (West Frontage Road) and Village (Uline Place) and other easements on the property, including a public sanitary sewer and public water easement in the northern portion of the site.

ULINE's proposed (H2) Corporate Office Building Project will consist of the following: a building and associated parking will be located on 37.3 acres of land with a 284,260 square foot office building including a 78,000 square foot basement. The building will be three (3) stories. The building design will be very similar to that of Uline's existing H1 headquarters office building. It is anticipated that the building will begin construction this spring 2016. When the building is complete in August 2017, the new corporate office is projected to have 500 initial employees with capacity for 800 total employees at full build out. As part of the development, 875 parking spaces will be provided adjacent to the office building.
In addition, the Village will be entering into a Development Agreement with Uline for the installation of certain public improvements including roadway improvements in $120^{\text {th }}$ Avenue (West Frontage Road) and for in installation of municipal sanitary sewer and water in the easements (as shown on the CSM) which will extend through the property to provide service to the land lying to the west (Tax Parcel Number 91-4-121-254-0301) within the Village. Access to develop the site lying to the west will be from the south from $116^{\text {th }}$ Street.

Previous Village approvals and permits issued to date for this project include:

- On March 9, 2015 the Village Plan Commission conditionally approved Preliminary

Site and Operational Plans for mass grading and preliminary approval of an office building and site improvements for a Uline Headquarters office building (H2).

- In November 2015, the Village issued an erosion control permit for mass grading work to commence on the property pursuant to the approved Preliminary Site and Operational Plans. In addition, a stipulated shoreland permit was issued for tree removal and grading work within the 75 feet of the Ordinary High Water Mark of the adjacent navigable waterway. These permits include the filling of wetlands as conditionally approved by the WI DNR and the ACOE and a floodplain boundary adjustment as conditionally approved by the WI DNR, Village and FEMA.
- On January 25, 2016, the Village Plan Commission conditionally approved the Final Site and Operational Plans for the construction of a 284,260 square foot office building and related site improvements at 12100 Uline Place.


## Village staff recommends approval of the Certified Survey Map subject to the above comments and the following conditions:

1. Due to the depth of the sanitary sewer, the Dedicated Public Sanitary Sewer, Public Water Main, Access and Maintenance Easement shown on the plans and shown on the CSM shall be 60 feet in width not 30 feet as shown in its current location or the Easement shall be located along the north property line in a 60 foot wide easement and the sewer/water plans reapproved. In addition, the Public Sanitary Sewer, Public Water, Access and Maintenance Easement language shall be modified to
include the permission for the Village to access/traverse through the Uline parking lot 24/7 to work within the easement area granted to the Village.
2. The rectangle right-of-way area being dedicated to the Village for the Uline Place right-of-way shall be labeled as such on the CSM. (See attached).
3. Modify the CSM Dedication and Easement Provisions paragraph 2 to include the dedication of Uline Place. (See attached).
4. Modify the CSM Dedication and Easement Provisions paragraph 5 to reflect a 60' easement instead of a 30' easement. (See attached).
5. Modify the CSM Dedication and Easement Provisions paragraph 5 so that the Dedicated 20" Public Water Main Easement is referenced throughout. (See attached).
6. Modify the CSM Restrictive Covenants paragraph 2 to include non-exclusive easement rights and 24 -hour access to easement area (See attached).
7. Modify the CSM to include several other corrections and addition as noted (See attached).
8. The CSM shall be executed and recorded at the Kenosha County Register of Deeds within 30 days for Village Board approval.

## CERTIFIED SURVEY MAP NO.

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25 , Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.


## CERTIFIED SURVEY MAP NO．

All of Lots 1 and 2 of Certified Survey Map No． 1281 and all of Parcel A and B of Certified Survey Map No． 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25，Township 1 North，Range 21 East of the fourth Principal Meridian，located in the Village of Pleasant Prairie，Kenosha County，Wisconsin．

| WETLAND LINE TABLE |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| WETLAND AREA 1 |  |  |  |  |  |  |  |  |
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| L1 | N88＊51＇09＂E | 9．84＇ | L67 | S88＊51＇24＂E | 17．24＇ | L133 | S62＊ $49^{\prime} 22^{\prime \prime} \mathrm{W}$ | 23．44＇ |
| L2 | N24＊42＇44＂W | 17．54＇ | L68 | S87＊ $43^{\prime} 41^{\prime \prime} \mathrm{E}$ | 16．55＇ | L134 | S52 $45^{\prime} 43^{\prime \prime} \mathrm{W}$ | 33．93＇ |
| L3 | N00 $17^{\prime} 42^{\prime \prime} \mathrm{E}$ | 19．22＇ | L69 | N48＊34＇05＂E | 29．71＇ | L135 | S62 ${ }^{\circ} 00^{\prime} 49^{\prime \prime} \mathrm{W}$ | 20．50＇ |
| L4 | N15＊51＇16＂E | 13．84＇ | L70 | N72＇28＇08＂E | 26．41＇ | L136 | S42．30＇42＂W | 15．02＇ |
| L5 | N69＊42＇49＂E | 14．52＇ | L71 | N85＊11＇57＂E | 23．31＇ | L137 | S88．51＇09＂W | 111．52＇ |
| L6 | N63＊33＇41＂E | 19．67＇ | L72 | N89＊54＇52＂E | 25．44＇ | L138 | N13＊17＇09＂E | 25．30 ${ }^{\prime}$ |
| L7 | N670 $25^{\prime \prime} 03^{\prime \prime} \mathrm{E}$ | 16．17＇ | L73 | N62 $47^{\prime} 13^{\prime \prime} \mathrm{E}$ | 24．60＇ | L139 | N19＊37＇19＂W | 17．47 ${ }^{\prime}$ |
| L8 | S83＊42＇13＂E | 11．53＇ | L74 | S74＊＊9＇26＂E | 19．08＇ | L140 | N74＊35＇46＂W | 20．95＇ |
| L9 | S88＊ $09^{\prime} 27^{\prime \prime} \mathrm{E}$ | 20．87＇ | L75 | N71＊16＇40＂E | 13．56＇ | L141 | N81＊14＇56＂W | 18．66＇ |
| L10 | N75＊59＇48＂E | 23．29＇ | L76 | N36＊53＇25＂E | 20．80＇ | L142 | S79＊09＇49＂W | 29．80＇ |
| L11 | S74＊40＇41＂E | 22．62＇ | L77 | N33＇35＇05＂E | 14．72＇ | L143 | N86．07＇06＂W | 23．04 ${ }^{\prime}$ |
| L12 | S79．07＇57＂E | 15．87＇ | L78 | S86．08＇15＂E | $70.41^{\prime}$ | L144 | S73＊35＇10＂W | 22．68＇ |
| L13 | S71．39＇50＂E | 18．54＇ | L79 | S56．37＇23＂E | 34．67＇ | L145 | S78．35＇33＂W | 22．90＇ |
| L14 | S62．04＇50＂E | 11．49＇ | L80 | S48＊39＇48＂E | 39．82＇ | L146 | S20．15＇03＂W | 20．27＇ |
| L15 | N77＊47＇09＂E | 12．70＇ | L81 | S31．04＇33＇E | 23．22＇ | L147 | S64＊08＇16＂E | 15．06 ${ }^{\prime}$ |
| L16 | S81．23＇03＂E | 25．29＇ | L82 | S57＊38＇45＂E | 19．62＇ | L148 | S55＊09＇39＂E | 19．55 ${ }^{\prime}$ |
| L17 | N75＇41＇35＂E | 22．53＇ | L83 | S62． $26^{\prime} 14^{\prime \prime} \mathrm{E}$ | 25．79＇ | L149 | S88．51＇09＂W | 45．21 ${ }^{\prime}$ |
| L18 | N68＊08＇29＂E | 19．69＇ | L84 | S57＊1．1＇09＂E | 19．65＇ | WETLAND AREA 2 |  |  |
| L19 | N66＊09＇33＂E | 20．48＇ | L85 | S66．08＇12＂E | 20．66＇ | L150 | NO2＇12＇00＂W | 34．00＇ |
| L20 | N87＊24＇47＂E | 27．21 ${ }^{\prime}$ | L86 | S49＊58＇20＂E | 19．80＇ | L151 | N75＊57＇36＂W | 9．98＇ |
| L21 | N76＊09＇18＂E | 21．95＇ | L87 | S29＊41＇31＇E | 14．50＇ | L152 | N48＊32＇05＂W | 18．95＇ |
| L22 | N72 ${ }^{\circ} 9^{\prime} 40^{\prime \prime} \mathrm{E}$ | 24．70＇ | L88 | S82．41＇12＂E | 20．88＇ | L153 | N17＊10＇49＂W | 15．47＇ |
| L23 | N59 ${ }^{\circ} 09^{\prime} 27^{\prime \prime} \mathrm{E}$ | 17．25＇ | L89 | N87＊37＇32＂E | 28．82＇ | L154 | N59＊38＇32＂W | 13．49＇ |
| L24 | N46 ${ }^{\circ} 8^{\prime} 17^{\prime \prime} \mathrm{E}$ | 28．42＇ | L90 | S84＊35＇40＂E | 24．04＇ | L155 | N50 $42^{\prime} 41^{\prime \prime} \mathrm{W}$ | 16．96＇ |
| L25 | N17＊13＇39＂E | 20．62＇ | L91 | N83＊23＇41＂E | 65．36＇ | L156 | S45 $27^{\prime} 55^{\prime \prime} \mathrm{W}$ | 10．01＇ |
| L26 | N27＊53＇56＂E | 37．54＇ | L92 | N820．58＇33＂E | 23．74＇ | L157 | S54＊16 ${ }^{\prime} 44^{\prime \prime} \mathrm{W}$ | 7．66＇ |
| L27 | N37＊58＇06＂E | 21．21＇ | L93 | N82＊48＇51＇E | 23．83＇ | L158 | S66．08＇28＂W | 13．53＇ |
| L28 | N18．57＇14＂E | 26．18＇ | L94 | S87＊ $20^{\prime \prime} 17^{\prime \prime} \mathrm{E}$ | 24．09＇ | L159 | N02．22＇41＂W | 6.27 ＇ |
| L29 | N03 $36{ }^{\prime} 50^{\prime \prime} \mathrm{E}$ | 41．36＇ | L95 | N88＊ $45^{\prime} 41^{\prime \prime} \mathrm{E}$ | 21．84＇ | L160 | N71＊50＇54＂E | 7．74＇ |
| L30 | N09＊ $40^{\prime} 27^{\prime \prime} \mathrm{E}$ | 24．68＇ | L96 | N88＊35＇58＇E | 20．70＇ | L161 | N44＊ $49^{\prime} 03^{\prime \prime} \mathrm{E}$ | 11．98 ${ }^{\prime}$ |
| L31 | N36 ${ }^{\circ} 27^{\prime} 03^{\prime \prime} \mathrm{E}$ | 22．07＇ | L97 | N89＊＊${ }^{\prime}$＇27＂E | 18．90＇ | L162 | N49＊03＇22＂E | 9．33＇ |
| L32 | N57＊39＇43＇E | 25．98＇ | L98 | S88＊39＇58＂E | 26．04＇ | L163 | N37＊ $46^{\prime} 44^{\prime \prime} \mathrm{E}$ | 9．14＇ |
| L33 | N36 ${ }^{\circ} 11^{\prime} 23^{\prime \prime} \mathrm{E}$ | 16．24＇ | L99 | S02＇14＇16＂E | $10.91^{\prime}$ | L164 | S78＊＊${ }^{\circ}$＇23＂ E | 17．44＇ |
| L34 | N10．47＇45＂W | 17．81＇ | L100 | N88＊ $51{ }^{\prime} 57^{\prime \prime} \mathrm{W}$ | 31．46＇ | L165 | N52．46＇15＂E | 14．29＇ |
| L35 | N23＊17＇12＂W | 34．98＇ | L101 | S85＊25＇24＂W | 37．97＇ | L166 | N60＊14＇25＂E | 22．30＇ |
| L36 | N46．09＇11 ${ }^{\prime \prime} \mathrm{W}$ | 41．00＇ | L102 | S86 ${ }^{\circ} 50^{\prime} 25^{\prime \prime} \mathrm{W}$ | 39．60＇ | L167 | S02＇12＇00＇E | 77．02＇ |
| L37 | N73＊02＇28＂W | 14．34＇ | L103 | S75 $19^{\prime} 51^{\prime \prime} \mathrm{W}$ | 22．02＇ |  |  |  |
| L38 | N83．53＇16＂W | 23．22＇ | L104 | S17＊05＇12＂W | 22．94＇ |  |  |  |
| L39 | N87＊22＇50＂W | 23．46＇ | L105 | S12．36＇52＂W | 25．84＇ |  |  |  |
| L40 | S77＊＊＊＇03＂W | 23．49＇ | L106 | S53 ${ }^{\circ} 46^{\prime} 00^{\prime \prime} \mathrm{W}$ | 13．66 ${ }^{\prime}$ |  |  |  |
| L41 | S85＊ $42^{\prime} 10^{\prime \prime} \mathrm{W}$ | 29．57＇ | L107 | S58＊ $48^{\prime} 45^{\prime \prime} \mathrm{W}$ | 16．74＇ |  |  |  |
| L42 | S16．33＇15＂W | 17．24＇ | L108 | S39＊22＇16＂W | 15．37＇ |  |  |  |
| L43 | S85 ${ }^{\circ} 07^{\prime} 37^{\prime \prime} \mathrm{W}$ | 23．24＇ | L109 | S4700 ${ }^{\prime} 36^{\prime \prime} \mathrm{W}$ | 17．65＇ |  |  |  |
| L44 | S84＊32＇51＂W | 20．03＇ | L110 | S76 ${ }^{\circ} 28^{\prime} 58^{\prime \prime} \mathrm{W}$ | 27．33＇ |  |  |  |
| L45 | N85＇36＇02＂W | 22．67＇ | L111 | N80 ${ }^{\circ} 46^{\prime} 22^{\prime \prime} \mathrm{W}$ | 13．74＇ |  |  |  |
| L46 | S57＊36＇33＂W | 29．22＇ | L112 | N03．35＇35＂W | 15．27＇ |  |  |  |
| L47 | S37＊33＇19＂W | 21．35 ${ }^{\prime}$ | L113 | N34＊55＇35＂W | 15．24＇ |  |  |  |
| L48 | S46＊04＇49＂W | 21．12＇ | L114 | N85＊25＇01 ${ }^{\prime \prime} \mathrm{W}$ | 16．04＇ |  |  |  |
| L49 | S08＊03＇44＂W | 25．92＇ | L115 | N68＊58＇59＂W | 23．23＇ |  | 心い | No |
| L50 | $\mathrm{N} 28^{\circ} 05^{\prime} 45^{\prime \prime} \mathrm{W}$ | 30．32＇ | L116 | S82＇41＇27＂W | 26．18＇ |  | ぶ， | ONS |
| L51 | N06．15＇06＂W | 24．47＇ | L117 | N88 ${ }^{\circ} 44^{\prime} 36^{\prime \prime} \mathrm{W}$ | 24．39＇ |  | ミ゙N。 | ${ }^{\circ} \cdot$ |
| L52 | N72 ${ }^{\circ} 20^{\prime} 23^{\prime \prime} \mathrm{W}$ | 27．11 ${ }^{\prime}$ | L118 | N62 ${ }^{\circ} 05^{\prime} 04^{\prime \prime} \mathrm{W}$ | 28．80＇ |  | ミ $\quad \circ$ | ALD |
| L53 | N30．36＇33＇W | 21．01＇ | L119 | N70 $17^{\prime} 43^{\prime \prime} \mathrm{W}$ | 21．68＇ |  |  | APUT |
| L54 | S89 ${ }^{\circ} 07^{\prime} 43^{\prime \prime} \mathrm{W}$ | 20．78＇ | L120 | N71 ${ }^{\circ} 24^{\prime 1} 19^{\prime \prime} \mathrm{W}$ | 26．43＇ |  |  |  |
| L55 | S65＇31＇44＂W | 14．77＇ | L121 | N84＊56＇16＂W | 25．65 ${ }^{\prime}$ |  |  |  |
| L56 | S55 $39^{\prime} 40^{\prime \prime} \mathrm{W}$ | 29．73＇ | L122 | N84＊37＇21＂W | 33．42＇ |  |  | AUKEE |
| L57 | $580^{\circ} 22^{\prime} 41^{\prime \prime} \mathrm{W}$ | 24．54 ${ }^{\prime}$ | L123 | S71＊15＇26＂W | 32．71 ${ }^{\prime}$ |  | ＂ | I |
| L58 | N70．31＇19＂W | 15．20＇ | L124 | S65＊27＇55＂W | 28．00＇ |  | d |  |
| L59 | N20．23＇13＂W | 14．67＇ | L125 | S65＊53＇32＂W | 24．83＇ |  |  | पñ1 |
| 160 |  |  |  |  |  |  |  |  |

oryary 4,2015
Revised：May 26， 2015 Revised：September 30， 2015 Revised：December 21， 2015

# CERTIFIED SURVEY MAP NO. 

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25 , Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

## SURVEYOR'S CERTIFICATE

## STATE OF WISCONSIN\}

## :SS

## MILWAUKEE COUNTY\}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:
THAT I have surveyed, divided and mapped all of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin which is bounded and described as follows:

Commencing at the East $1 / 4$ corner of said Section 25 ; thence South $88^{\circ} 50^{\prime} 24$ " West along the North line of the Southeast $1 / 4$ Section 337.05 feet to the West line of 120th Avenue (West Frontage Road)and the point of beginning of the lands hereinafter described; thence South $02^{\circ} 12^{\prime} 00^{\prime \prime}$ East along said West line 1326.85 feet to a point; thence North $88^{\circ} 51^{\prime} 09^{\prime \prime}$ East along said West line 56.41 feet to a point; thence South $02^{\circ} 15^{\prime} 26^{\prime \prime}$ East along said West line 300.01 feet to a point; thence South $88^{\circ} 51^{\prime} 09^{\prime \prime}$ West 1045.97 feet to a point; thence North $02^{\circ} 06^{\prime} 00^{\prime \prime}$ West 1626.59 feet to a point on the said North line; thence North $88^{\circ} 50^{\prime} 24^{\prime \prime}$ East along said North line 986.42 feet to the point of beginning. Lands contain 1,623,674 square feet or 37.2744 acres.

THAT I have made the survey, land division and map by the direction of Route 165, LLC., owner.
THAT the map is a correct representation of all the 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 Code in surveying, dividing, and mapping the same.


The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

## Chaput Land Surveys uc

234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT
Sheet 3 of 7 Sheets

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Prinicipal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

## DEDICATION AND EASEMENT PROVISIONS

1. The Dedicated Wetland Preservation and Protection Areas as graphically shown on Sheet 1 and legally described on Sheet 2 of this Certified Survey Map were field delineated by R.A. Smith National on May 21, 2013 and were field located by Heather Patti, a Wisconsin Department of Natural Resources assured delineator with R.A. Smith National in June, 2013 and approved by the U.S. Army Corps of Engineers on September 17, 2014 and revised on June 30, 2015, July 23, 2015, August 5, 2015, and August 14, 2015 by Heather Patti of R.A. Smith National.
2. The fee interest in the areas shown as a "Dedicated Public Street" on this Certified Survey Map (CSM) for 120th Avenue - West Frontage Roadpare hereby dedicated, given, granted and conveyed by Route 165 LLC to the Village of Pleasant Prairie, the "Village") its successors fop the construction, installation, repair, alteration, replacement, planting and maintenance of public streetimprovements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike lanes, if required by the Village,(street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1)/体nonexclusive easementihereby iss reserved for the Owner of Lot 1 shown on this CSM which is adjacent to said Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of the bike lanes, if required by the Village in the area between the roadway and the Lot; and for the construction, installation, repair, replacement, maintenance and use of such private driveways in the area between the roadway and the Lot as are approved by the Village as will not interfere with the public improvements, uses and purposes of the Village, (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village, under its fee interest in the Dedicafed Public Street and the rights of the Owner of Lot 1, or of any Commercial Association pursuant to the easements retained herein, the rights of the Village/shall be deemed to be superior.
andor WIDOT an $\mathrm{G} /$ or WI DOT
and for WI DUT Gind/VO WIDOT
3. Nonexclusive easements coextensive within each area shown on this CSM as a "Dedicated Wetland Preservation and Protection, Access and Maintenance Easement" area are hereby dedicated, given, granted and conveyed by Route 165 LLC to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
4. Nonexclusive easements coextensive within each area shown on this CSM as a "Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement" area are hereby dedicated, given, granted and conveyed by Route 165 LLC to the Village for floodplain conservancy preservation, protection and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
5. Perpetual nonexclusive easement coextensive with the area shown on this CSM as a "Dedicated (30'Public Sanitary Sewer and Public Water Main, Access and Maintenance Easement" and "Dedicated 20' Public Water Main, Access and Maintenance Easement" area are hereby dedicated, given, granted and conveyed by Route 165 LLC to the Village for public sanitary sewerage system improvements, public water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. The Dedicated Public Sanitary Sewer and Public Water Main, Access and Maintenance Easement areas hall be exclusive, except for: (12) such other easements/as may be dedicated on this CSM with respect to the same area or any portion thereof; (2) such use; planting; landscape islandsecurbeand guttee, and parking lot repairand replacement; and care and maintenance of the surface easement area by the Owner of Lot 1 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village; and (3) such driveway or other uses of the easement areathlat might interfere with the Village's rights, ssubject to approval and any conditions in writing that may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to this Dedicate (30') Public Sanitary Sewer and Public Water Main, Access and Maintenance Easement area and the rights of any other persons or entities (with respect to this easement areasthe Village's rights under this easementshall be deemed to be superior.
6. Perpetual nonexclusive easements coextensive with the areas shown on this CSM as either a "Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area or as a Dedicated Storm Water Drainage, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by Route 165 LLC to the Village for storm water drainage system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. The Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement areas and Dedicated Storm Water Drainage, Access and Maintenance Easement areas shall be exclusive, except for: (1) such other easements as may be dedicated on this CSM with respect to the same areas or any portion thereof; (2) such use; drainage, fountains, and planting; and care and storm water maintenance of the areas by the Owner of Lot 1 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement areas that might interfere with the Village's rights, subject to approval and any conditions in writing that may be imposed by the Village. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement areas or the Dedicated Storm Water Drainage, Access and Maintenance Easement areas and the rights of any other perspns brd ehtitilias yith respect to this easement areas, the Village's rights under these easements shall be deemed to be superior.

## d Dedicated Public Watermain, Accos, <br> and Mantenance Earent area

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234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068

## DRAFT

## Additional Dedication and Easement Provisions

7. The Owner hereby covenants that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the street trees and plantings located within the 120th Avenue (West Frontage Road) and Uline Place rights-of-way area shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees and plantings or terrace areas or might interfere with the Village's right but not the obligation to maintain the public street improvements, unless approved in writing by the Village. This covenant shall run with the land, shall be binding upon the Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such street tree, plantings or terrace maintenance activities in Uline Place, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.
8. The Owner hereby covenants that the Lot 1 Owner shall have the obligation of installing, repairing, replacing, and providing right-of-way improvements maintenance for Uline Place, including its pavements, curb and gutter, lighting, signage and pavement markings, without compensation, and to the satisfaction of the Village.

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

# CERTIFIED SURVEY MAP NO. <br> All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin. 

## RESTRICTIVE COVENANTS

1. Route 165 LLC hereby covenants that the Owner of Lot 1 shown on this CSM shall have the obligation of maintaining all of the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement areas and the Dedicated Storm Water Drainage, Access and Maintenance Easement areas on the Lot 1 in a functional, neat and nuisance free condition to handle storm water and drainage in the Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, installing, removing and replacing any retention basin fountains, outlets and catch basin structures; mowing; planting; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage areas or retention basins which blocks, diverts or re-routs the drainage flow or that would likely interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions in writing as the Village may impose. This covenant shall run with the land, shall be binding upon the Owner of Lot 1, its successors, assigns and successors-in-title of Lot 1 , in their capacity as Owner of Lot 1, and shall benefit and be enforceable by the Village. To the extent that the Village performs any such storm water related maintenance activities, following notice to Owner of Lot 1 and reasonable opportunity to perform said maintenance activities the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner of Lot 1 as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these dedications.
2. Route 165 LLC hereby covenants that the $30^{\prime}$ Dedicated Public Sanitary Sewer and Public Water Main, Access and Maintenance Easement and 20' Dedicated Public Water Main, Access and Maintenance Easement shown on the CSM hereby places restrictions on the referenced land on Lot 1 because of the location of this public sanitary sewer main and public water main easementiwhich was given, granted and conveyedby Route 165 LLC to the Village for public sanitary sewer purposes and system improvements, public water purposes and system improvements, uses/and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the development as referenced in the Dedication and Easement Provisions on this CSM. Route 165 LLC further covenants that there shall be no buildings, fencing, parkiag tots, driveways, or landscaping or other improvements of any kind placed within the easement areas without prior written approval of the Village, Furthermore,解数 Village tatide for the placement of fencing, parking lots, driveways or landscaping within the public sanitary sewer and public water matin easement areas granted to the Village as shown on the approved Site and Operational Plans for the development and in the event that the Village exercises its $A^{\prime}$ O $\cap$ exclusive rights to maintain, repair or replace said public sewer and water main and related appurtenances, the Owner of Lot fhot the Village, shall be responsible for any and all costs associated with the removal and/or replacement of said fencing, parking, lots, driveways ondscaping. This covenant shatl run with the land, shall be binding upon the Owner of Lot 1, its successors, assigns and successors-in-title of the land, in their capacity as the Owner bf Lot 1, and shall benefit and be enforceable by the Village.
3. Route 165 LLC hereby covenants that the Owner of Lot 1 shall have the obligation of protecting and preserving the Wetland Preservation and Protection Access and Maintenance Easement areas shown on this CSM. Such maintenance may include without limitation and as needed removing of dead, dying or decayed trees, plant material or invasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands that would likely damage the wetland areas. This covenant shall run with the land, shall be-binding upon the Owner, its successors, assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. The Owner of Lot 1 shall perform such maintenance as may be needed, without compensation, and to the satisfaction of the Village. To the extent that the Village performs any such wetland related maintenance activities, following notice to the Owner of Lot 1 and reasonable opportunity to perform said maintenance activities the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner of Lot 1 as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these dedications.
4. Route 165 LLC hereby covenants that the Owner of Lot 1 shall have the obligation of protecting and preserving the Floodplain Preservation and Protection Access and Maintenance Easement areas shown on this CSM. Such maintenance may include without limitation and as needed removing of dead, dying or decayed trees, plant material or invasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No signage or fences shall be erected within the floodplain that would likely divert or block the drainage of the floodplain areas. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. The Owner of Lot 1 shall perform such maintenance as may be needed, without compensation, and to the satisfaction of the Village. To the extent that the Village performs any such floodplain related maintenance activities, following notice to Owner of Lot 1 and reasonable opportunity to perform said maintenance activities the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner of Lot 1 as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these dedications.
5. Route 165 LLC hereby covenants that the Owner of Lot 1 shall have the obligation of paying the ongoing electrical utility and facility maintenance, costs and related administrative charges for the public street lighting serving and benefitting their Development. The Village intends to establish a Strget Lighting Utility District for the collection of such charges. Such costs will be billed directly to the Owner unless and until a separate Commercial Owners Association is formally established for the development, at which time the Association will be invoiced by the Village on a regular basis.

include but not be limited to
exeresing values, flushing hydmats,
and insperting mantudes.

234 W. FLORIDA STREET
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414-224-8068
www.chaputlandsurveys.com
Sheet 5 of 7 Sheets

PROFESSIONAL LAND SURVEYOR S-1316
The owner shall also
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public santryy sever and puble
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## CERTIFIED SURVEY MAP NO

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.


# CERTIFIED SURVEY MAP NO. 

$\qquad$
All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

## OWNER'S CERTIFICATE of DEDICATION

Route 165 LLC , as owner, does hereby certify that they have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map and also certify that this map is required by s.236.34 to be submitted to the following for approval:

Village of Pleasant Prairie
WITNESS the hand and seal of said owner this $\qquad$ day of $\qquad$ 2016. In presence of:


STATE OF WISCONSIN)
COUNTY) SS
Personally came before me this $\qquad$ day of $\qquad$ 2016, the above named , member to me known to be the same person who executed the foregoing instrument and acknowledged the same.
(Notary Seal)
Notary Public,
$\qquad$
Wisconsin
My commission expires $\qquad$ .


VILLAGE BOARD APPROVAL
Resolved that the Certified Survey Map located in the Northwest $1 / 4$ and Southwest $1 / 4$ of Section 25, Town 1 North, Range 21 East, Village of Pleasant Prairie is approved by the Village Board of the Village of Pleasant Prairie.

Date
John P. Steinbrink, Village President
Date
Jane M. Romanowski, Village Clerk

## PLAN COMMISSION APPROVAL

Approved that the Certified Survey Map located in the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East, Village of Pleasant Prairie is approved by the Plan Commission of the Village of Pleasant Prairie.

Date
Thomas W. Terwall, Chairman

Date: February 4, 2015
234 W. FLORIDA STRREET
Revised. May 26, 2015
MILWAUKEE, WI 53204
Revised: September 30, 2015
414-224-8068
www.chaputlandsurveys.com
Sheet 7 of 7 Sheets
THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT PROFESSIONAL LAND SURVEYOR S-1316

| Filed | $20-2$ |
| :---: | :---: |
| 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: west side of 120th Ave between 104th and 116th St. and is legally described as follows: see attached CSM

Tax Parcel Number(s): ${ }^{91-4-121-254-0122}$

| The property abuts or adjoins a State Trunk Highway | $X$ Yes | $\square$ No |
| :--- | :--- | :--- |
| The property abuts or adjoins a County Trunk Highway | $\square$ Yes | $X$ No |
| Municipal Sanitary Sewer is available to service said properties | $X$ Yes | $\square$ No |
| Municipal Water is available to service said properties | $X$ Yes | $\square$ 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:


Phone: 262-612-4200
Fax: $\frac{262-612-4250}{\text { OCT-BeR 29, 20/5 }}$

## OWNER'S AGENT:

Print Name:


Signature:


Address: 15850 W. Bluemound Road, STE 210

| Brookfield | WI | 53005 |
| :--- | :---: | :---: |
| (City) | (State) | (Zip) |

Phone: 262-754-8888
Fax: 262-754-8850
Date: $\qquad$

## CERTIFIED SURVEY MAP NO

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25 , Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.


## CERTIFIED SURVEY MAP NO.

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.


## CERTIFIED SURVEY MAP NO.

$\qquad$
All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

## SURVEYOR'S CERTIFICATE

## STATE OF WISCONSIN\}

## :SS

## MILWAUKEE COUNTY\}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:
THAT I have surveyed, divided and mapped all of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast 1/4 and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin which is bounded and described as follows:

Commencing at the East $1 / 4$ corner of said Section 25 ; thence South $88^{\circ} 50^{\prime} 24$ " West along the North line of the Southeast $1 / 4$ Section 337.05 feet to the West line of 120th Avenue (West Frontage Road)and the point of beginning of the lands hereinafter described; thence South $02^{\circ} 12^{\prime} 00$ " East along said West line 1326.85 feet to a point; thence North $88^{\circ} 51^{\prime} 09^{\prime \prime}$ East along said West line 56.41 feet to a point; thence South $02^{\circ} 15^{\prime} 26^{\prime \prime}$ East along said West line 300.01 feet to a point; thence South $88^{\circ} 51^{\prime} 09^{\prime \prime}$ West 1045.97 feet to a point; thence North $02^{\circ} 06^{\prime} 00^{\prime \prime}$ West 1626.59 feet to a point on the said North line; thence North $88^{\circ} 50^{\prime} 24^{\prime \prime}$ East along said North line 986.42 feet to the point of beginning. Lands contain 1,623,674 square feet or 37.2744 acres.

THAT I have made the survey, land division and map by the direction of Route 165, LLC., owner.
THAT the map is a correct representation of all the 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 Code in surveying, dividing and mapping the same.


The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

## Chaput Land Surveys uc

## CERTIFIED SURVEY MAP NO．

All of Lots 1 and 2 of Certified Survey Map No． 1281 and all of Parcel A and B of Certified Survey Map No． 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25 ，Township 1 North，Range 21 East of the fourth Principal Meridian，located in the Village of Pleasant Prairie，Kenosha County，Wisconsin．

## DEDICATION AND EASEMENT PROVISIONS

1．The Dedicated Wetland Preservation and Protection Areas as graphically shown on Sheet 1 and legally described on Sheet 2 of this Certified Survey Map were field delineated by R．A．Smith National on May 21， 2013 and were field located by Heather Patti，a Wisconsin Department of Natural Resources assured delineator with R．A．Smith National in June， 2013 and approved by the U．S．Army Corps of Engineers on September 17， 2014 and revised on June 30，2015，July 23，2015，August 5，2015，and August 14， 2015 by Heather Patti of R．A．Smith National．

2．The fee interest in the areas shown as a＂Dedicated Public Street＂on this Certified Survey Map（CSM）for 120th Avenue－West Frontage Road are hereby dedicated，given，granted and conveyed by Route 165 LLC to the Village of Pleasant Prairie，（the＂Village＂）its successors for the construction，installation，repair，alteration，replacement，planting and maintenance of public street improvements，uses and purposes，including，without limitation，pavement，curbs and gutters，bike lanes，if required by the Village，street signs，street lights，street trees，sanitary sewerage system improvements，water system improvements，storm sewer and drainage system improvements，utility and communications facilities，street tree landscaping，and for all related ingress and egress，construction，installation，repair，alteration， replacement，planting and maintenance activities．Such fee interest is subject to the following：（1）a nonexclusive easement hereby is reserved for the Owner of Lot 1 shown on this CSM which is adjacent to said Dedicated Public Street for the required planting，mowing， watering and maintenance of grass within the grassy terrace area，for the maintenance and replanting of street trees and the clearance， maintenance，repair and replacement of the bike lanes，if required by the Village in the area between the roadway and the Lot；and for the construction，installation，repair，replacement，maintenance and use of such private driveways in the area between the roadway and the Lot as are approved by the Village as will not interfere with the public improvements，uses and purposes of the Village（all subject to the rights of the Village to perform the same planting，replanting，construction，installation，repair，clearance，maintenance and replacement functions）．In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street and the rights of the Owner of Lot 1，or of any Commercial Association pursuant to the easements retained herein，the rights of the Village shall be deemed to be superior．

3．Nonexclusive easements coextensive within each area shown on this CSM as a＂Dedicated Wetland Preservation and Protection，Access and Maintenance Easement＂area are hereby dedicated，given，granted and conveyed by Route 165 LLC to the Village for wetland conservancy preservation，protection，and maintenance purposes and uses and for related ingress and egress．Notwithstanding such easements，the Village shall have no obligation to exercise its rights under these easements．

4．Nonexclusive easements coextensive within each area shown on this CSM as a＂Dedicated Floodplain Preservation and Protection， Access and Maintenance Easement＂area are hereby dedicated，given，granted and conveyed by Route 165 LLC to the Village for floodplain conservancy preservation，protection and maintenance purposes and uses and for related ingress and egress．Notwithstanding such easements，the Village shall have no obligation to exercise its rights under these easements．

5．Perpetual nonexclusive easement coextensive with the area shown on this CSM as a＂Dedicated 30＇Public Sanitary Sewer and Public Water Main，Access and Maintenance Easement＂and＂Dedicated 20＇Public Water Main，Access and Maintenance Easement＂area are hereby dedicated，given，granted and conveyed by Route 165 LLC to the Village for public sanitary sewerage system improvements，public water system improvements，uses and purposes，and for all related ingress and egress，construction，installation，repair，alteration， replacement and maintenance activities．The Dedicated Public Sanitary Sewer and Public Water Main，Access and Maintenance Easement area shall be exclusive，except for：（1）such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof；（2）such use；planting；landscape island，curb and gutter，and parking lot repair and replacement；and care and maintenance of the surface easement area by the Owner of Lot 1 on which such easement is located as will not interfere with the improvements，uses and purposes of the Village；and（3）such driveway or other uses of the easement area that might interfere with the Village＇s rights，subject to approval and any conditions in writing that may be imposed by the Village．In the event of any conflicts between the rights of the Village pursuant to this Dedicated 30＇Public Sanitary Sewer and Public Water Main，Access and Maintenance Easement area and the rights of any other persons or entities with respect to this easement area，the Village＇s rights under this easement shall be deemed to be superior．

6．Perpetual nonexclusive easements coextensive with the areas shown on this CSM as either a＂Dedicated Storm Water Drainage， Retention Basin，Access and Maintenance Easement area or as a Dedicated Storm Water Drainage，Access and Maintenance Easement areas are hereby dedicated，given，granted and conveyed by Route 165 LLC to the Village for storm water drainage system improvements， uses and purposes，and for all related ingress and egress，construction，installation，repair，alteration，replacement and maintenance activities．The Dedicated Storm Water Drainage，Retention Basin，Access and Maintenance Easement areas and Dedicated Storm Water Drainage，Access and Maintenance Easement areas shall be exclusive，except for：（1）such other easements as may be dedicated on this CSM with respect to the same areas or any portion thereof；（2）such use；drainage，fountains，and planting；and care and storm water maintenance of the areas by the Owner of Lot 1 on which such easements are located as will not interfere with the improvements，uses and purposes of the Village；and（3）such other uses of the easement areas that might interfere with the Village＇s rights，subject to approval and any conditions in writing that may be imposed by the Village．In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Drainage，Retention Basin，Access and Maintenance Easement areas or the Dedicated Storm Water Drainage，Access and Maintenance Easement areas and the rights of any other persons brl ehtitities，with respect to this easement areas，the Village＇s rights under these easements shall be deemed to be superior．

## Chaput Land Surveysuc

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414－224－8068
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Sheet 4 of 7 Sheets
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SURVE Ne，February 4， 2015
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Revised：December 21，
Drawing No．1309－deb

## CERTIFIED SURVEY MAP NO.

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

## RESTRICTIVE COVENANTS

1. Route 165 LLC hereby covenants that the Owner of Lot 1 shown on this CSM shall have the obligation of maintaining all of the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement areas and the Dedicated Storm Water Drainage, Access and Maintenance Easement areas on the Lot 1 in a functional, neat and nuisance free condition to handle storm water and drainage in the Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, installing, removing and replacing any retention basin fountains, outlets and catch basin structures; mowing; planting; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage areas or retention basins which blocks, diverts or re-routs the drainage flow or that would likely interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions in writing as the Village may impose. This covenant shall run with the land, shall be binding upon the Owner of Lot 1 , its successors, assigns and successors-in-title of Lot 1 , in their capacity as Owner of Lot 1, and shall benefit and be enforceable by the Village. To the extent that the Village performs any such storm water related maintenance activities, following notice to Owner of Lot 1 and reasonable opportunity to perform said maintenance activities the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner of Lot 1 as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these dedications.
2. Route 165 LLC hereby covenants that the 30' Dedicated Public Sanitary Sewer and Public Water Main, Access and Maintenance Easement and 20' Dedicated Public Water Main, Access and Maintenance Easement shown on the CSM hereby places restrictions on the referenced land on Lot 1 because of the location of this public sanitary sewer main and public water main easement which was given, granted and conveyed by Route 165 LLC to the Village for public sanitary sewer purposes and system improvements, public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the development as referenced in the Dedication and Easement Provisions on this CSM. Route 165 LLC further covenants that there shall be no buildings, fencing, parking lots, driveways, or landscaping or other improvements of any kind placed within the easement areas without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the public sanitary sewer and public water main easement areas granted to the Village as shown on the approved Site and Operational Plans for the development and in the event that the Village exercises its exclusive rights to maintain, repair or replace said public sewer and water main and related appurtenances, the Owner of Lot 1 , not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said fencing, parking lots, driveways or landscaping. This covenant shall run with the land, shall be binding upon the Owner of Lot 1 , its successors, assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village
3. Route 165 LLC hereby covenants that the Owner of Lot 1 shall have the obligation of protecting and preserving the Wetland Preservation and Protection Access and Maintenance Easement areas shown on this CSM. Such maintenance may include without limitation and as needed removing of dead, dying or decayed trees, plant material or invasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands that would likely damage the wetland areas. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1 , and shall benefit and be enforceable by the Village. The Owner of Lot 1 shall perform such maintenance as may be needed, without compensation, and to the satisfaction of the Village. To the extent that the Village performs any such wetland related maintenance activities, following notice to the Owner of Lot 1 and reasonable opportunity to perform said maintenance activities the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner of Lot 1 as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these dedications.
4. Route 165 LLC hereby covenants that the Owner of Lot 1 shall have the obligation of protecting and preserving the Floodplain Preservation and Protection Access and Maintenance Easement areas shown on this CSM. Such maintenance may include without limitation and as needed removing of dead, dying or decayed trees, plant material or invasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No signage or fences shall be erected within the floodplain that would likely divert or block the drainage of the floodplain areas. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. The Owner of Lot 1 shall perform such maintenance as may be needed, without compensation, and to the satisfaction of the Village. To the extent that the Village performs any such floodplain related maintenance activities, following notice to Owner of Lot 1 and reasonable opportunity to perform said maintenance activities the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner of Lot 1 as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these dedications.
5. Route 165 LLC hereby covenants that the Owner of Lot 1 shall have the obligation of paying the ongoing electrical utility and facility maintenance costs and related administrative charges for the public street lighting serving and benefitting their Development. The Village intends to establish a Street Lighting Utility District for the collection of such charges. Such costs will be billed directly to the Owner unless and until a separate Commercial Owners Association is formally established for the development, at which time the Association will be invoiced by the Village on a regular basis.

## Chaput Land Surveys uc

234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com
Sheet 5 of 7 Sheets

## CERTIFIED SURVEY MAP NO.

All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.


## CERTIFIED SURVEY MAP NO.

$\qquad$
All of Lots 1 and 2 of Certified Survey Map No. 1281 and all of Parcel A and B of Certified Survey Map No. 603 and lands in that part of the Northeast $1 / 4$ and Southeast $1 / 4$ of the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East of the fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

## OWNER'S CERTIFICATE of DEDICATION

Route 165 LLC , as owner, does hereby certify that they have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map and also certify that this map is required by s. 236.34 to be submitted to the following for approval:

Village of Pleasant Prairie
WITNESS the hand and seal of said owner this $\qquad$ day of $\qquad$ 2016. In presence of:


## VILLAGE BOARD APPROVAL

Resolved that the Certified Survey Map located in the Northwest $1 / 4$ and Southwest $1 / 4$ of Section 25, Town 1 North, Range 21 East, Village of Pleasant Prairie is approved by the Village Board of the Village of Pleasant Prairie.

Date
John P. Steinbrink, Village President
Date
Jane M. Romanowski, Village Clerk
PLAN COMMISSION APPROVAL
Approved that the Certified Survey Map located in the Southeast $1 / 4$ of Section 25, Township 1 North, Range 21 East, Village of Pleasant Prairie is approved by the Plan Commission of the Village of Pleasant Prairie.

Date
Thomas W. Terwall, Chairman


| To: | Michael Pollocoff |
| :--- | :--- |
| From: | John Steinbrink, Jr. |
| Subject: | Precast Wall Panels Bid Award of Contract - Project \#54103 Equipment <br>  <br> Storage at Roger Prange Center |
| Date: | February 1, 2016 |

On Tuesday, January $12^{\text {th }}$, sealed bids for the above referenced project were received until 2:00 p.m., at the Village Hall, 9915 39 ${ }^{\text {th }}$ Ave., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud. A copy of the bid tabulation is attached for your reference.

The Precast Wall Panels Contract consists of the concrete walls and is part of a larger project, Project \#54103-Equipment Storage at Roger Prange Center. This capital project was approved during the October 26, 2015 Village Board Meeting.

A total of four bids were received for this project:

| Subcontractor/Supplier |  | Bid Amount |  |
| :--- | :---: | :---: | :---: |
| ATMI Precast | $\$ 569,600$ |  | Precast Delivery Date |
| Dukane Precast, Inc. | $\$ 577,500$ | $09 / 12 / 16$ |  |
| Mid-States Concrete | $\$ 607,100$ | $05 / 30 / 16$ |  |
| Stonecast Products | $\$ 703,888$ | $04 / 18 / 16$ |  |
|  |  |  | $06 / 20 / 16$ |

The approved 2016 General Fund Capital Budget for this project is $\$ 2,965,883$.
Riley Construction Company, who is the general Contractor for this project recommends precast contract award to Dukane Precast, Inc., as Dukane is the lowest qualified bidder who can meet the required precast delivery date.

I recommend a contract be awarded to Dukane Precast, Inc. for the Precast Wall Panels Contract not to exceed $\$ 577,500$.

Contract: Precast Wall Panels Bid Package
Bid Due Date: January 12, 2016
Bid Due Time: 2:00 PM

Project: Department of Public Works Facility
Location: Pleasant Prairie, WI
Owner: Village of Pleasant Prairie

|  | SUBCONTRACTOR/SUPPLIER |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BID ITEM | ATMI Precast | Dukane Precast, Inc. | Mid-States Concrete Industries | Stonecast Products | Spancrete | Illini Precast |
|  |  |  |  |  |  |  |
| Base Bid | \$569,600 | \$577,500 | \$607,100 | \$703,888 | Declined Invitation to Bid | Declined Invitation to Bid |
| Bid Bond Included (Yes/No) | Yes | Yes | Yes | Yes |  |  |
| Precast Delivery Date | September 12, 2016 | May 30, 2016 | April 18, 2016 | June 20, 2016 |  |  |
| Acknowledge Addendums | N/A | N/A | N/A | N/A |  |  |
| Voluntary Alternates: |  |  |  |  |  |  |
| Smooth Float Finish | No Bid | $(\$ 6,500)$ | (\$27,600) | No Bid |  |  |
| Contract Value w/ Alternates | \$ 569,600 | \$ 571,000 | \$ 579,500 | \$ 703,888 |  |  |

Recommended Award: Dukane Precast, Inc.

Comments Riley Construction Company, Inc. recommends precast contract award to Dukane Precast, Inc as Dukane is the lowest, qualified bidder who can meet the required precast delivery date.

Owner Approval: $\qquad$ Date: $\qquad$









PROJ ECT
PROPOSED BuIDDNG FOR
PI ASANI
PRARI

BUILING ELEVATION - WEST
DEPARTMENTOF
PUBLC WORKS

CONSTRUCTION MANAGER

BUILDING ELEVATION - EAS
SALE $4 / 16^{6}=1 \cdot 0^{\circ}$


## $2 \frac{\text { BUILING ELEVATION - SOUTH }}{\text { SCAE }}$



BUILDING EIEVATION - NORTH


## RESOLUTION \#16-02

## PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF THE UTILITIES FOR THE COOPER ROAD EXTENSION IN THE VILLAGE OF PLEASANT PRAIRIE. THE PROJECT GENERALLY CONSISTS OF A WATER MAIN, SANITARY SEWER, AND STORM SEWER LATERALS WITHIN THE EXTENSION OF COOPER ROAD TO 97 ${ }^{\text {TH }}$ STREET.

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

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property with the construction of the Cooper Road Extension in the Village of Pleasant Prairie. The project generally consists of water main, sanitary sewer, and storm sewer laterals within the extension of Cooper Road to $97^{\text {th }}$ Street.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
A. Preliminary plans and specifications for the improvements.
B. An estimate of the entire cost of the proposed improvements.
C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.
7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

Passed and adopted this 1st day of February, 2016.
VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk



## A RESOLUTION AUTHORIZING THE SUBMISSION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION FACILITIES FOR ECONOMIC ASSISTANCE (TEA) GRANT APPLICATION

WHEREAS, the Village of Pleasant Prairie ("Village") and Meijer, Inc. ("Meijer") a warehouse and distribution facility, and Niagara Bottling LLC ("Niagara") bottling and distribution facility, have mutually agreed and developed businesses in the Village; and

WHEREAS, the agreement between the Village, Meijer and Niagara provides for the construction and expansion (to 4 lanes, from the current 2 lanes) of a portion of State Trunk Highway 165 (STH 165), from Corporate Drive to just east of Terwall Terrace, which includes a bridge crossing of the Des Plaines River, to make the project feasible; and

WHEREAS, given all the financial demands on the Village related to this project the Village is in need of assistance to make the transportation improvements. Without the grant assistance, the Village cannot reasonably afford to construct the required improvements; and

WHEREAS, the State of Wisconsin Department of Transportation's Facilities Transportation Economic Assistance (TEA) program provides financial assistance to municipalities to develop transportation facilities required to enable industrial development to occur;

NOW THEREFORE BE IT RESOLVED THAT, the Village hereby authorizes the submission of an application(s) to the Department of Transportation TEA program and authority is granted to the Village Administrator to take the necessary steps to prepare and file the appropriate application(s) for funds under this program in accordance with this Resolution and that the Village Administrator, or his designee, are hereby authorized to sign all necessary documents on behalf of the Village; and

BE IF FURTHER RESOLVED THAT, the Village does hereby commit to fund at least $50 \%$ of the cost of the aforementioned STH 165 improvements from the Village and/or other sources; and

BE IT FURTHER RESOLVED THAT, the Wisconsin Department of Transportation will have jurisdictional responsibility for the transportation improvements; and

BE IT FUTHER RESOLVED THAT, the Village will sign a Jobs Guarantee with the Wisconsin Department of Transportation; and

BE IT FURTHER RESOLVED THAT, the Wisconsin Department of Transportation will administer and oversee the development of the transportation improvement; and

BE IT FURTHER RESOLVED THAT, the Village and the Wisconsin Department of Transportation will comply will all applicable Federal, State, and Local regulations.

Adopted this $1^{\text {st }}$ day of February 2016.
VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink<br>Village President

ATTEST:

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Jane M. Romanowski
Village Clerk
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Posted:

