

**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**  
**June 20, 2016**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearings
  - A. Consider the 2016-2017 Liquor License Renewal Applications for Dream Liquor and the Wooden Nickel.
  - B. Consider the construction of a water main, sanitary sewer and storm sewer laterals for the extension of Cooper Road to 97<sup>th</sup> Street and Final Resolution #16-23.
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
  - A. Receive Plan Commission recommendation and consider Ordinance #16-22 to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan relating to vacant property generally located on 93rd Street east of 11th Avenue within Carol Beach Estates Unit #6 Subdivision.
  - B. Receive Plan Commission recommendation and consider Ordinance #16-23 to amend the zoning map for the vacant property generally located on 93rd Street east of 11th Avenue within the Carol Beach Estates Unit #6 Subdivision.
  - C. Receive Plan Commission recommendation and consider Ordinance #16-24 to amend the 2035 Comprehensive Land Use Plan for property generally located west and north of Bain Station Road and CTH H (88th Avenue) to be known as Fountain Ridge.

Village Board Meeting  
June 20, 2016

- D. Receive Plan Commission recommendation and consider a Conceptual Plan for the proposed residential development on the vacant property generally located west and north of Bain Station Road and CTH H (88th Avenue) to be known as Fountain Ridge.
- E. Receive Plan Commission recommendation and consider an Affidavit of Correction to CSM 2520 relating to vacant property generally located east of 39th Avenue at 114th Place related to relocation of access to Lot 2.
- F. Consider Resolution #16-26 approving an updated Mutual Aid Box Alarm System (MABAS) Agreement.
- G. Consider a Memorandum of Understanding with Guetzke & Associates, Inc. for a Radio Network System.
- H. Consider a 2016-2017 Agreement between the Village and the Village of Pleasant Prairie Professional Firefighter's, Local 3785.
- I. Consider Resolution #16-24 certifying the creation, review and adoption of the Compliance Maintenance Annual Reports for the Wastewater Facilities in the Village.
- J. Consider an Award of Contract for the 2016 Sanitary Sewer Lining Project.
- K. Consider an Award of Contract for the 2016 Paving Program Phase 2.
- L. Receive Park Commission recommendation and consider approving Resolution #16-27 Naming the Lake Michigan Park Land.
- M. Consider Resolution #16- 25 designating July 2016 as Parks and Recreation Month.
- N. Consider Ordinance #16-25 to amend Chapter 285-19 of the Municipal Code relating to Winter Base Volume.
- O. Consider Resolution #16-21 ratifying the Village of Pleasant Prairie's decision to file Objections and/or Cross-Appeals concerning Sanmina Manufacturing Real Property Assessment.
- P. Consider Resolution #16-22 ratifying the Village of Pleasant Prairie's decision to file Objections and/or Cross-Appeals concerning Liberty Manufacturing Real Property Assessment.
- Q. Consider Ordinance #16-18 to Repeal Chapter 326 of the Municipal Code relating to Theaters, Drive-In.



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- R. Consider Ordinance #16-19 to Repeal Chapter 146 of the Municipal Code relating to Christmas Trees.
  - S. Consider Ordinance #16-20 to Amend Chapter 214 of the Municipal Code relating to Licenses and Permits.
  - T. Consider Ordinance #16-21 to Create Section 98-17 of the Municipal Code relating to Central Canvassing of Absentee Ballots.
  - U. Consider Towing License renewal applications.
  - V. Consider disallowing a claim filed by Darrin LaBelle relating to a damaged vehicle.
8. Village Board Comments
9. Adjournment

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



# MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski  
Village Clerk

DATE: June 13, 2016

RE: Liquor License Renewal Applications  
Dream Liquor and Wooden Nickel  
July 1, 2016 – June 30, 2017

Listed below are the two remaining renewal liquor license applications to be considered for the July 1, 2016 - June 30, 2017 licensing year.

**CLASS "A" FERMENTED MALT BEVERAGE  
AND "CLASS A" INTOXICATING**

(Sell Fermented Malt Beverages and Intoxicating Liquor  
in Original Packages for Off-Premise Consumption)

H & N Enterprises, LLC  
Harjeet Singh, - Agent  
1916 W. Timber Ridge Lane  
Oak Creek, WI 53154

Dream Liquor & Cigar  
4417 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building only located at 4417 75<sup>th</sup> Street

**CLASS "B" FERMENTED MALT BEVERAGE  
& "CLASS B" INTOXICATING LIQUOR**

(Sell Fermented Malt Beverages for  
On-Premise or Off-Premises Consumption -  
Sell Intoxicating Liquor to Consumers by the  
glass for On-Premise Consumption)

Joseph Nickel  
5813 43<sup>rd</sup> Avenue  
Kenosha, WI 53144

The Wooden Nickel  
11606 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building and picnic area contiguous to building,  
located at 11606 Sheridan Road

I recommend approval of the licenses requested subject to the payment of the following:

- License and publication fees
- Delinquent real estate or personal property taxes
- Delinquent invoices
- Delinquent utilities
- Outstanding forfeitures

Chief Smetana has approved the background checks on the proposed licensees. Licenses will be issued to the agent of a corporation or an individual for the premise description listed above.

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**RESOLUTION #16-23**

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION  
OF PUBLIC IMPROVEMENTS AND LEVYING  
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY  
FOR THE CONSTRUCTION OF THE UTILITIES FOR THE COOPER ROAD  
EXTENSION; THE PROJECT GENERALLY CONSISTS OF A  
WATER MAIN, SANITARY SEWER, AND STORM SEWER LATERALS WITHIN  
THE EXTENSION OF COOPER ROAD TO 97<sup>TH</sup> STREET**

**WHEREAS**, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 1<sup>st</sup> day of February, 2016, adopted a Preliminary Resolution #16-02 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of the utilities for the Cooper Road extension. The project generally consists of a water main, sanitary sewer, and storm sewer laterals within the extension of Cooper Road to 97th street in the Village of Pleasant Prairie.

**WHEREAS**, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 20<sup>th</sup> day of June, 2016 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$109,036.59. The amount assessed against each of the affected properties is listed on Schedule C.

4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. The property owners may defer payment of the special assessment for the municipal improvements until an actual connection is made to their property, at such time the property is subdivided, and/or at such time a building permit is issued. At the time the property owner connects to the municipal services, the property is subdivided and/or a building permit is issued, the entire assessment shall become due and payable. The special assessment shall be active for a ten (10) year period. If none of the above circumstances have occurred within ten (10) years, the assessment shall be deemed to have been paid.
6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 20<sup>th</sup> day of June, 2016.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, Village President

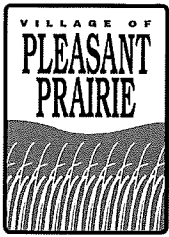
Attest:

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Jane M. Romanowski, Village Clerk

Date Adopted:

Published:



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

June 2, 2016

Property owners in the area of 97<sup>th</sup> Street and Cooper Road, located between the Village Green Heights Subdivision and Devonshire Subdivision, in the Village of Pleasant Prairie:

**RE: NOTICE FOR PUBLIC HEARING JUNE 20, 2016, 6:00 P.M. VILLAGE HALL**

The Village Board will conduct a public hearing on **Monday, June 20, 2016 at 6:00 P.M.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning the construction of public water, sanitary, and storm lateral utilities associated with the extension of Cooper Road to 97<sup>th</sup> Street, in the Village of Pleasant Prairie. **PUBLIC HEARING JUNE 20 2016, 6:00 P.M. VILLAGE HALL**

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

If you have any further questions or require any addition information, please call the Village Engineer, Matthew J. Fineour, P.E., at 262.948.8951 or myself at 262.925.6721.

Michael R. Pollocoff  
Village Administrator

Enclosures



## NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

**PLEASE TAKE NOTICE** that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for the construction of the utilities for the Cooper Road extension. The project generally consists of a water main, sanitary sewer, and storm sewer laterals within the extension of Cooper Road to 97th street in the Village of Pleasant Prairie.

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

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 20<sup>th</sup> day of June, 2016** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 3<sup>rd</sup> day of June, 2016.

A handwritten signature in cursive script, reading "Vesna Savic", is written over a horizontal line.

Vesna Savic  
Deputy Village Clerk

Published: June 3, 2016

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**ASSESSMENT REPORT**

**COOPER ROAD EXTENSION – WATER, SANITARY, AND STORM LATERAL  
UTILITIES  
PROJECT NO. E-15-005**

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In accordance with the Preliminary Resolution (No.16-02) of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on February 1, 2016 with respect to special assessments to be levied on properties benefited by public sanitary sewer, water main, and storm sewer laterals associated with the extension of Cooper Road and 97<sup>th</sup> Street, the undersigned reports as follows:

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

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

- The assessment for the water main utilized the estimated cost for an 8 inch equivalent water main which is used for residential construction and was based on a front footage for those benefitting;
- The assessment for the sanitary sewer main was based on a front footage for those benefitting;

Dated this 2<sup>nd</sup> day of June, 2016.



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



# VILLAGE OF PLEASANT PRAIRIE

**Schedule A - Final Plans  
Excerpt Sheets 9 through 11**



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

# COOPER ROAD EXTENSION PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN

PROJECT TITLE  
VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN

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

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

1-19-16 98% PER VILLAGE COMMENTS  
2/2/2016 FOR BID

DATE REVISION

DRAWING TITLE  
COVER SHEET

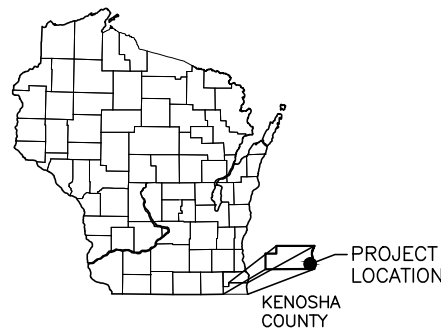
PROJECT No.  
P0200074

DRAWING No.

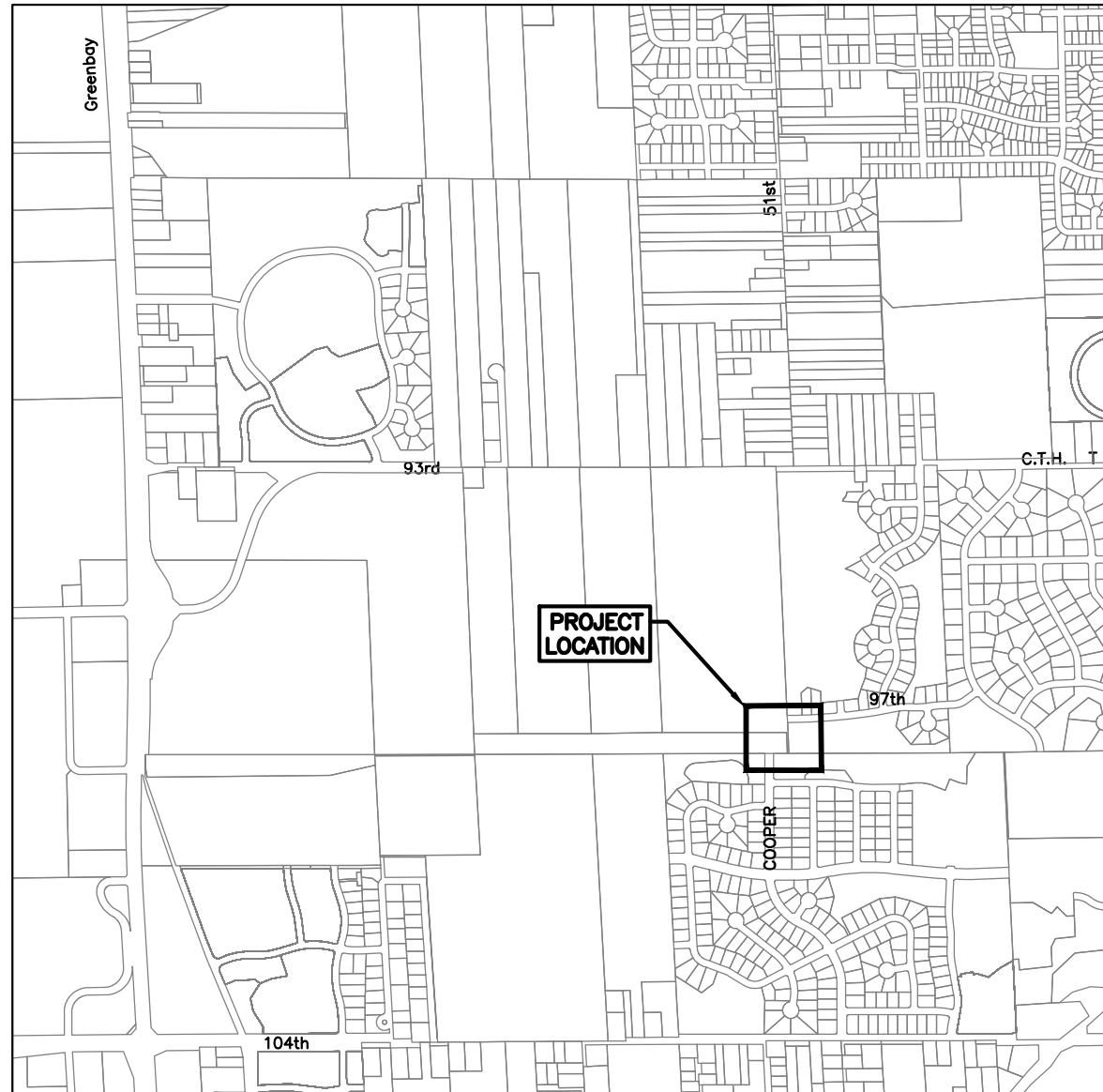
1

DWG 1 OF 34 DWGS

COORDINATES IN THIS PLAN SET ARE REFERENCED TO THE WSPCS, SOUTH ZONE, NAD27, AND ELEVATIONS ARE NGVD 1929



GENERAL LOCATION MAP



PROJECT LOCATION MAP

### DRAWING INDEX

DRAWING NUMBER	DRAWING TITLES
1	COVER SHEET
2	GENERAL INFORMATION
3-4	TYPICAL SECTIONS
5	LAYOUT INFORMATION
6-8	ROADWAY PLAN AND PROFILES
9-12	UTILITY PLAN AND PROFILES
13	PARKING LOT
14-15	EROSION CONTROL PLANS
16-26	CROSS SECTIONS COOPER ROAD
27-34	CROSS SECTIONS 97TH STREET

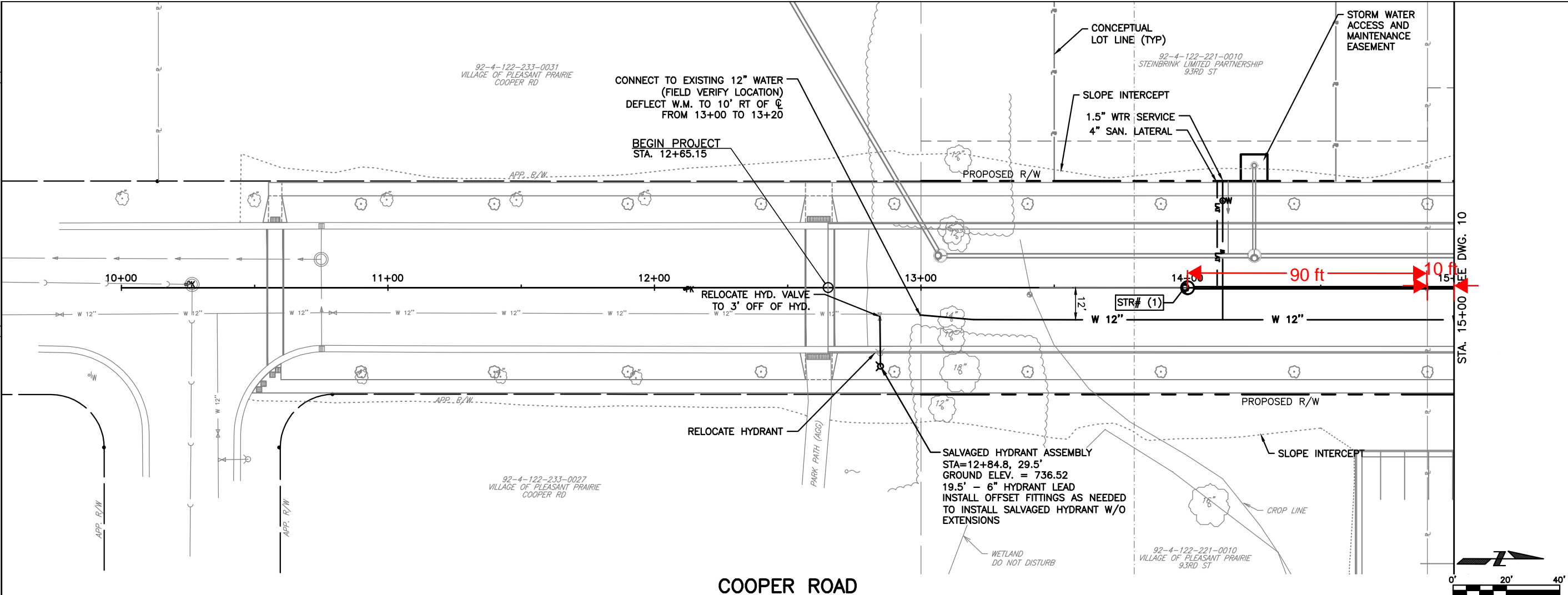


**DIGGERS HOTLINE**

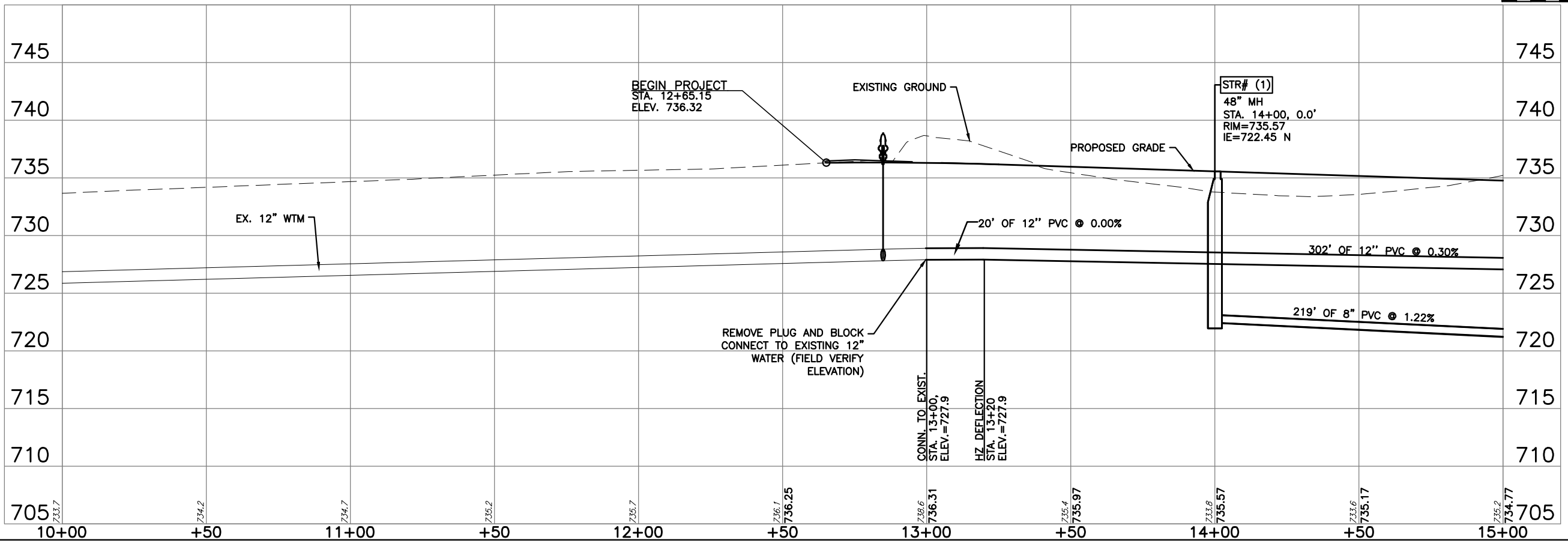
Toll Free (800) 242-8511  
Milwaukee Area (414) 259-1181  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com


WIS. STATUTE 182.0175 (1974)  
REQUIRES MIN. OF 3 WORK DAYS  
NOTICE BEFORE YOU EXCAVATE.

P:\P0200074 - PLEASANT PRAIRIE - COOPER ROAD EXTENSION\11-0 DRAWINGS\11-15 PLAN PRODUCTION SHEETS\0200074 - P&P COOPER.DWG ANDREW J. TOROLA SAVE TIME 2/2/2016 11:22:53 AM  
 PLOT DATE 2/2/2016 11:42 AM



**COOPER ROAD**





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

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PROJECT TITLE

VILLAGE OF PLEASANT PRAIRIE  
 COOPER ROAD EXTENSION  
 KENOSHA COUNTY, WISCONSIN

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DRAWING TITLE

UTILITY PLAN AND PROFILE

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

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

DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS
2/2/2016	FOR BID

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PROJECT No.

P0200074

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DRAWING No.

9

DWG. 9 OF 34 DWGS.



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

PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE  
COOPER ROAD EXTENSION  
KENOSHA COUNTY, WISCONSIN**

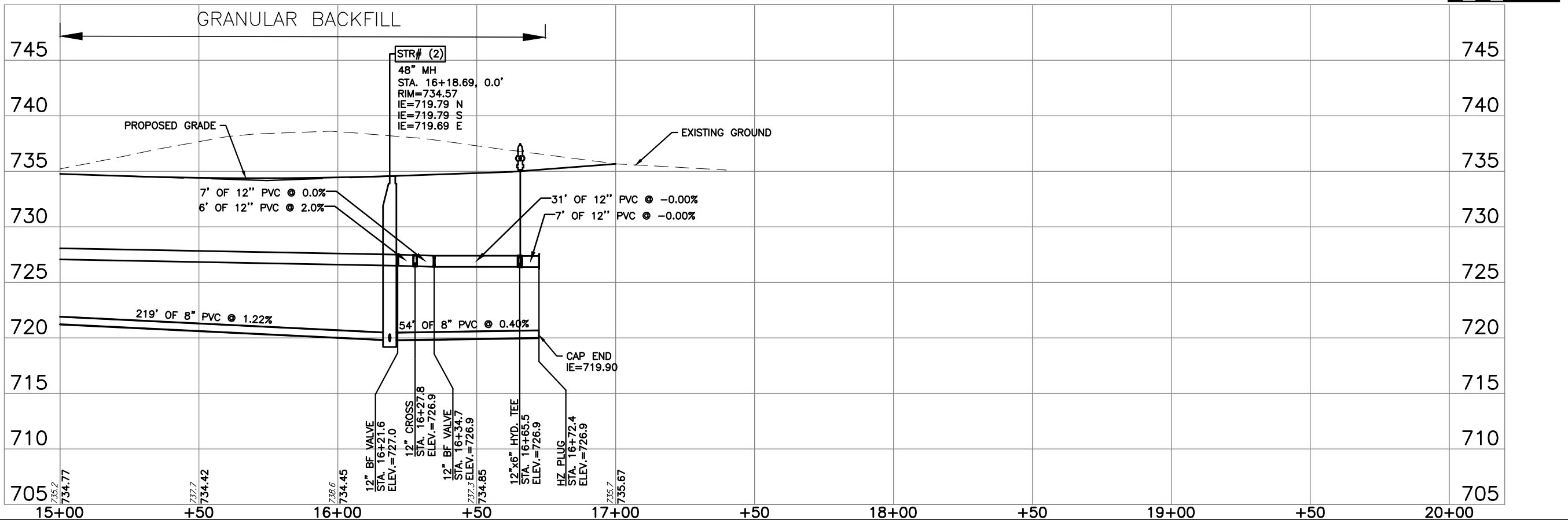
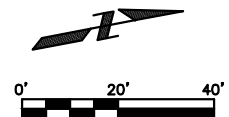
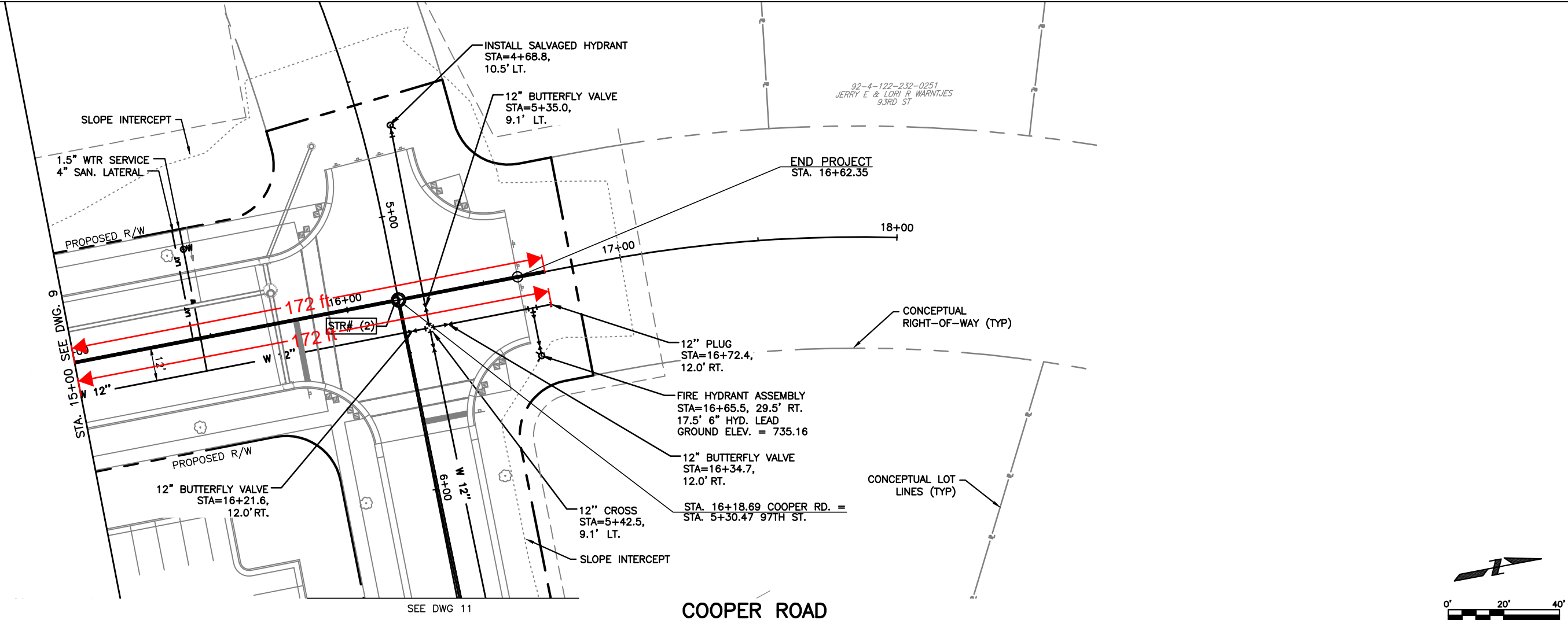
DESIGNED BY: K.K.R.  
DRAWN BY: O.L.S.  
CHECKED BY:  
DATE CHECKED:  
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DATE	REVISION
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2/2/2016	FOR BID

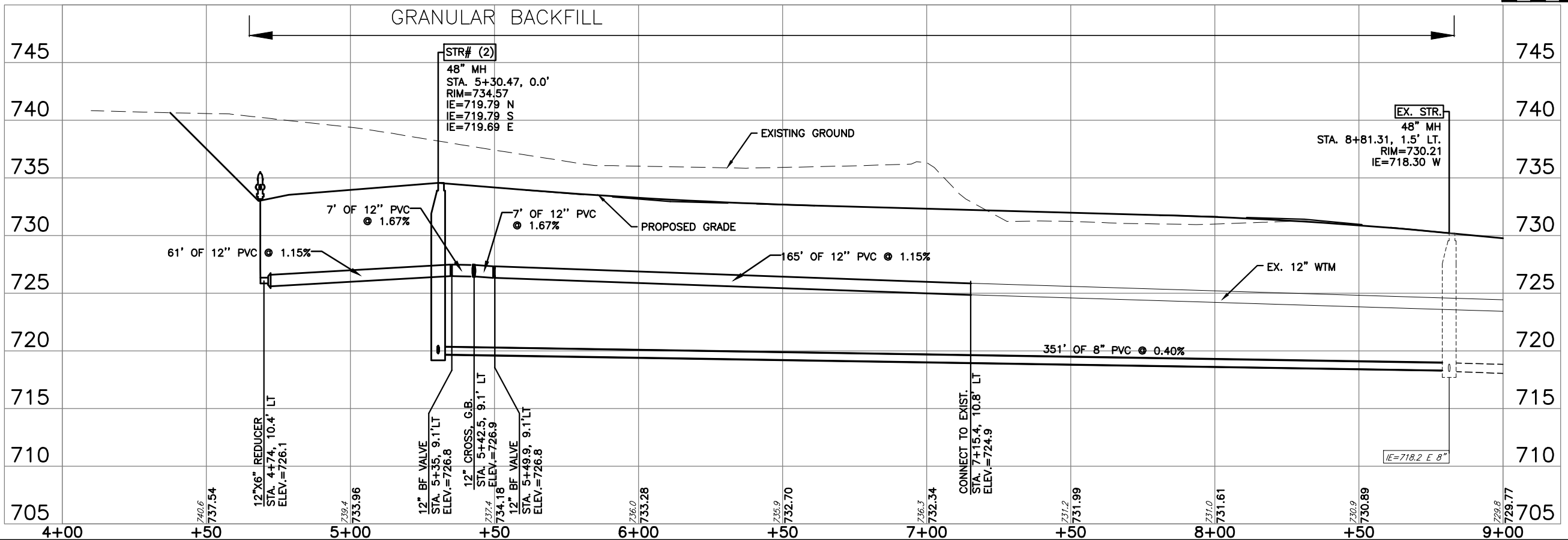
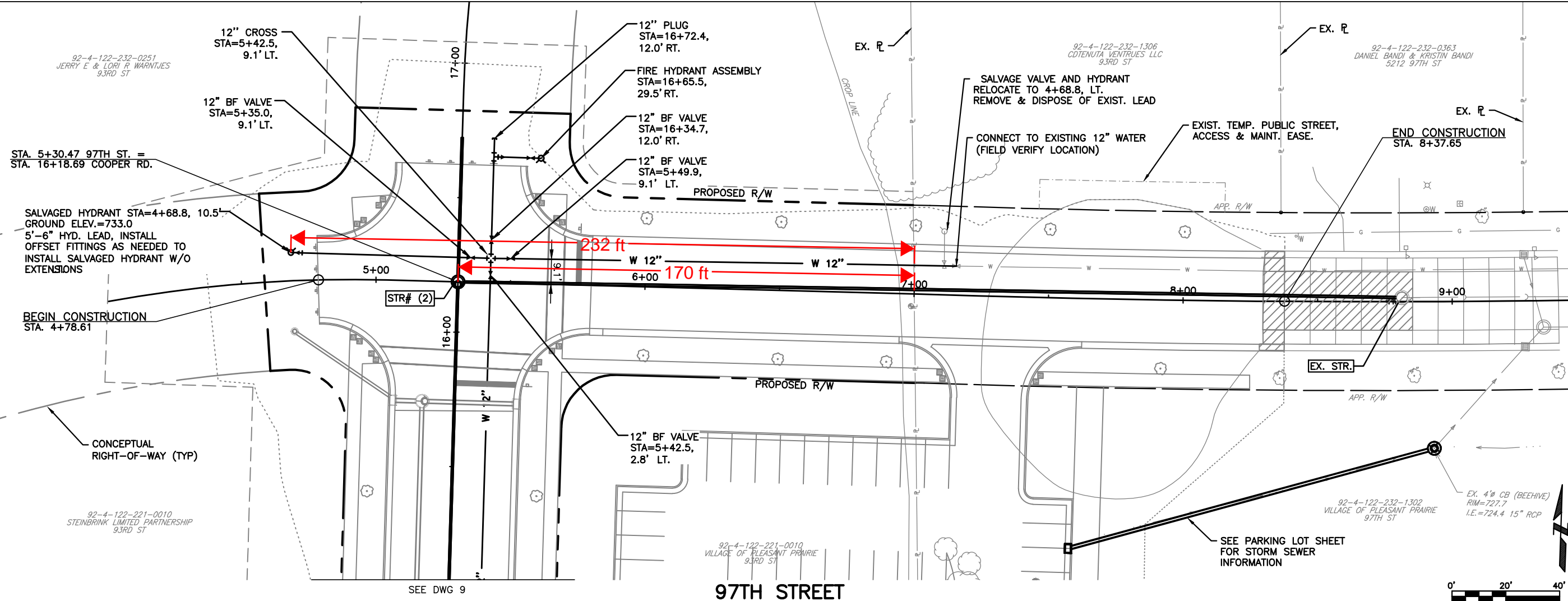
DRAWING TITLE  
**UTILITY PLAN AND PROFILE**


PROJECT No.  
**P0200074**

DRAWING No.  
**10**  
DWG. 10 OF 34 DWGS.



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

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PROJECT TITLE  
**VILLAGE OF PLEASANT PRAIRIE**  
**COOPER ROAD EXTENSION**  
 KENOSHA COUNTY, WISCONSIN

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

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DATE	REVISION
1-19-16	98% PER VILLAGE COMMENTS FOR BID
2/2/2016	FOR BID

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DRAWING TITLE  
**UTILITY PLAN AND PROFILE**

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PROJECT No.  
**P0200074**

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DRAWING No.  
**11**

DWG. 11 OF 34 DWGS.

**SCHEDULE B  
COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE CALCULATION**

**COOPER ROAD EXTENSION – WATER, SANITARY AND STORM LATERAL UTILITIES  
VILLAGE OF PLEASANT PRAIRIE**

1. The water main and sanitary sewer assessment is based on lot frontage of benefited properties.
2. Water Main: The linear foot cost is calculated as the total project cost divided by the total water main length. This cost was then divided in half to account for both sides of the road. The size of the water main being constructed is 12-inches in diameter. The water main cost was reduced to represent an 8-inch main equivalent cost for the assessment. Water services are not included in the 8-inch water main cost and are accounted for separately in the assessment schedule.
3. Sanitary Sewer: The linear foot cost is calculated as the total project cost divided by the total sanitary sewer main length. The cost was then divided in half to account for both sides of the road. Sewer services are not included in the 8-inch sanitary sewer main cost and are accounted for separately in the assessment schedule.
4. The front-footage assessment rate is applied to each benefited property. The "frontage" is the lot dimension abutting the public utility of each benefited property.

Water Main Assessment Rate Calculation-(Frontage Assessment)

Total project cost (12-inch water main):	= \$95,872
Total estimated project cost (8-inch equivalent):	=\$90,502
Total length of water main:	= 613 linear feet
Cost per linear foot of water main:	= \$147.63 per linear foot
Cost per linear foot of water main per road side	= $\$147.63 / 2 = \$73.81$ per linear foot
Water Main Assessment Rate:	= \$73.81 per assessable front footage

Total bid cost (Water Service Lateral):	= \$7,020
Number of Laterals:	= 2
Water Service Lateral Assessment:	= \$3,510 per lateral

Sanitary Sewer Assessment Rate Calculation- (Frontage Assessment)

Total project cost (8-inch sanitary sewer):	= \$121,563
Total length of sewer main:	= 624 linear feet
Cost per linear foot of sewer main:	= \$194.81 per linear foot
Cost per linear foot of sewer main per road side	= $\$194.81 / 2 = \$97.40$ per linear foot

Sanitary Main Assessment Rate: = \$97.40 per assessable front footage

Total bid cost (Sewer Service Lateral): = \$11,600

Number of Laterals: = 2

Sanitary Service Lateral Assessment: = \$5,800 per lateral

Storm Sump Pump Laterals

Total bid cost (sump pump laterals): = \$2,772.00

Number of Laterals: =2

Sump Pump Lateral Assessment: = \$1,386 per lateral

See attached project cost.

- Note: Final Assessment Bills will be based on actual costs.

**Payment**

Assessments will be deferred until such time as the subject property connects to the municipal water, sanitary, or sump pump lateral utility, is subdivided, developed, or upon such time as a building permit is issued as determined by the Village. At the time of development, the assessments may be allocated to individual subdivided lots, at the discretion of the Village Administrator.

## Schedule B - Cooper Road Extension - Utilities

**Proj Name:** Cooper Road Utility Assessment  
Final Assessment Cost

**Project No.** E-15-005  
**Date:** 6/1/2016

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>
<b>Sanitary Sewer</b>			
	1	LS	Mobilization
	624	LF	Sanitary Sewer (8-inch)
	28	VF	Sanitary Sewer Manhole

<u>Unit Price</u>	<u>Total</u>
\$983	\$983
\$151	\$94,224
\$375	\$10,500
Subtotal:	\$105,707
Eng: 15%	\$15,856
<b>Total:</b>	<b>\$121,563</b>

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>
<b>12-Water Main</b>			
	1	LS	Mobilization
	613	LF	Water Main (12-inch)
	4	EA	Butterfly Valves (12-inch)
	1	EA	Hydrant
	2	EA	Hydrant Relocation
	42	LF	Hydrant Lead (6-inch)
	1	EA	6" Auxilliary Hydrant Valve

<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
\$983	\$983	<b>8-inch Equivalent</b>	
\$96	\$58,848	\$983	\$983.00
\$1,933	\$7,732	\$89	\$54,557
\$4,800	\$4,800	\$1,700	\$6,800
\$1,820	\$3,640	\$4,800	\$4,800
\$145	\$6,090	\$1,820	\$3,640
\$1,274	\$1,274	\$145	\$6,090
		\$1,274	\$1,274
Total:	\$83,367	Total:	\$78,144
Eng: (15%)	\$12,505	Eng:	\$12,358
<b>Total:</b>	<b>\$95,872</b>	<b>Total:</b>	<b>\$90,502</b>

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>
<b>Sanitary Sewer Lateral</b>			
	80	LF	4-inch sewer lateral

<u>Unit Price</u>	<u>Total</u>
\$145	\$11,600
Subtotal:	\$11,600
2 Laterals	
<b>Total:</b>	<b>\$5,800</b> per lateral

<u>No.</u>	<u>Qty</u>	<u>Units</u>	<u>Item</u>
<b>Water Service Lateral</b>			
	104	LF	1.5" PE Water Service
	2	EA	1.5" water service fittings

<u>Unit Price</u>	<u>Total</u>
\$58.75	\$6,110
\$455	\$910
Subtotal:	\$7,020
2 Laterals	
<b>Total:</b>	<b>\$3,510</b> per lateral

**Village of Pleasant Prairie**

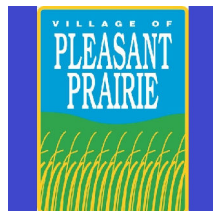
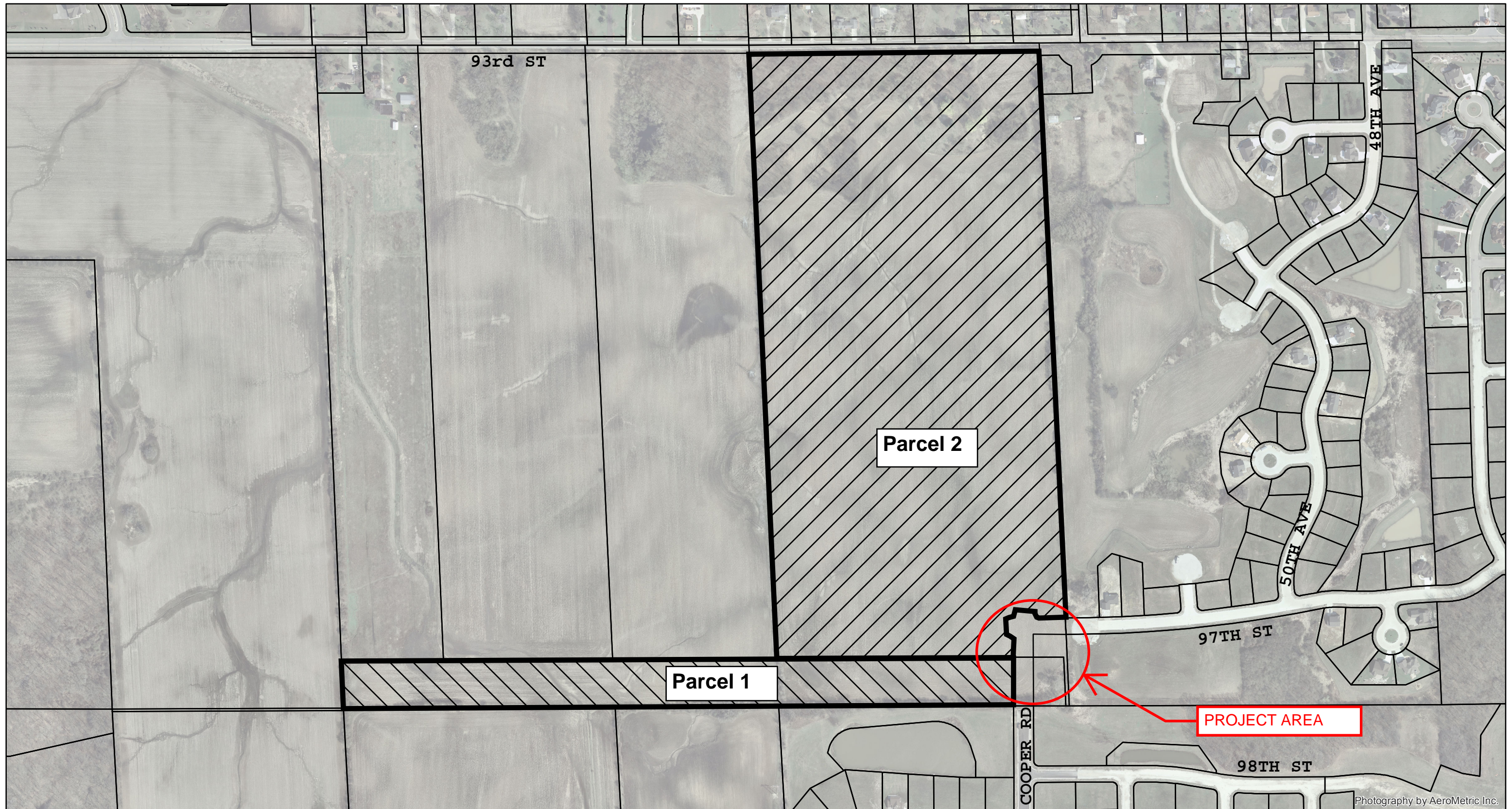
Engineering Department  
Pleasant Prairie, WI

**Schedule C - Assessment Schedule**  
**Cooper Road Extension - Water, Sanitary, and Storm Lateral Utilities**  
**Village of Pleasant Prairie**

<b>Rate:</b>	<b>\$ / foot</b>	<b>\$/ each</b>	<b>\$ / foot</b>	<b>\$ / each</b>	<b>\$/ each</b>
	<b>\$73.81</b>	\$3,510	\$97.40	5,800	\$1,386

<b>Property Owner and Parcel No.</b>	<b>Frontage Water Main (feet)</b>	<b>Water Main Assessment</b>	<b>Water Lateral Assessment</b>	<b>Frontage Sanitary Sewer (feet)</b>	<b>Sanitary Sewer Assessment</b>	<b>Sanitary Lateral Assessment</b>	<b>Storm Lateral Assessment</b>	<b>Assessment Total</b>	<b>Net Benefit</b>	<b>Damages Awarded</b>	<b>Total Assessment</b>
<b>1</b> Steinbrink Limited Partnership 8640 88th Avenue Pleasant Prairie, WI 53158 <b>92-4-122-221-0010</b>	190.17	\$14,036.45	\$3,510.00	90.00	\$8,766.00	\$5,800.00	\$1,386.00	\$33,498.45	\$33,498.45	\$0.00	\$33,498.45
<b>2</b> Richard and Julie Steinbrink 10700 FM 150 W Driftwood, TX 78619 <b>92-4-122-232-0251</b>	414.00	\$30,557.34	\$3,510.00	352.00	\$34,284.80	\$5,800.00	\$1,386.00	\$75,538.14	\$75,538.14	\$0.00	\$75,538.14
<b>Totals:</b>								\$109,036.59	\$109,036.59	\$0.00	\$109,036.59





FINAL ASSESSMENT MAP  
COOPER ROAD EXTENSION - WATER, SANITARY, AND STORM LATERAL UTILITIES





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

Consider a **Comprehensive Plan Amendment (Ord. #16-22)** for the request of Harold Brown, the owner of the vacant property generally located on 93<sup>rd</sup> Street east of 11<sup>th</sup> Avenue within Carol Beach Estates Unit #6 Subdivision (Lot 3 of CSM 1877) and further identified as Tax Parcel Number 93-4-123-191-0137 to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to change the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations to the Low-Medium Density Residential land use designation and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan.

**Recommendation:** On June 13, 2016 the Village Plan Commission held a public hearing and approve Plan Commission Resolution #16-08 that recommended that the Village Board approve the **Comprehensive Plan amendments (Ord. #16-22)** as presented.

Consider a **Zoning Map Amendment (Ord. #16-23)** for the request of Harold Brown, the owner of the vacant property generally located on 93<sup>rd</sup> Street east of 11<sup>th</sup> Avenue within Carol Beach Estates Unit #6 Subdivision (Lot 3 of CSM 1877) and further identified as Tax Parcel Number 93-4-123-191-0137 to rezone the portion of the zoned C-1, Lowland Resource Conservancy District to the R-6, Urban Single Family Residential District so that the entire property is within the R-6 District as a result of the Wisconsin Department of Natural Resources confirmation that there are no wetlands on the property.

**Recommendation:** On June 13, 2016 the Village Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map Amendment** as presented in the June 20, 2016 Village Staff Report.

## VILLAGE STAFF REPORT OF JUNE 20, 2016

Consider a **Comprehensive Plan Amendment (Ord. #16-22)** for the request of Harold Brown, the owner of the vacant property generally located on 93<sup>rd</sup> Street east of 11<sup>th</sup> Avenue within Carol Beach Estates Unit #6 Subdivision (Lot 3 of CSM 1877) and further identified as Tax Parcel Number 93-4-123-191-0137 to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to change the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations to the Low-Medium Density Residential land use designation and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan.

Consider a **Zoning Map Amendment (Ord. #16-23)** for the request of Harold Brown, the owner of the vacant property generally located on 93<sup>rd</sup> Street east of 11<sup>th</sup> Avenue within Carol Beach Estates Unit #6 Subdivision (Lot 3 of CSM 1877) and further identified as Tax Parcel Number 93-4-123-191-0137 to rezone the portion of the zoned C-1, Lowland Resource Conservancy District to the R-6, Urban Single Family Residential District so that the entire property is within the R-6 District as a result of the Wisconsin Department of Natural Resources confirmation that there are no wetlands on the property.

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

*The property owner had hired DK Environmental Services Inc., to complete a wetland delineation on the vacant property generally located on 93<sup>rd</sup> Street east of 11<sup>th</sup> Avenue within Carol Beach Estates Unit #6 Subdivision (Lot 3 of CSM 1877) and further identified as Tax Parcel Number 93-4-123-191-0137. The wetland staking was completed on October 24, 2015 and the required wetland report was filed with the Wisconsin Department of Natural Resources (DNR) and on April 20, 2016 the DNR sent the **attached** letter indicating that upon their field visit on April 13, 2016, concurred with the biologist with DK Environmental Services Inc., that there are no wetlands found on the site.*

In accordance with the Village of Pleasant Prairie 2035 Comprehensive Plan, upon completion of a wetland staking the 2035 Land Use Plan Map 9.9 shall be amended to reflect the results of the aforementioned wetland staking. Therefore, the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 is proposed to be corrected to change the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations to the Low-Medium Density Residential land use designation and Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to reflect this change in the land use plan.

Furthermore, in accordance with the Village Zoning Ordinance, upon completion of a wetland staking the Zoning Map shall be corrected to reflect the results of the staking. Again since the DNR has determined that there are no wetlands on the property the portion of the property that is zoned C-1, Lowland Resource Conservancy District is proposed to be rezoned into the R-6, Urban Single Family Residential District so that the entire property is within the R-6 District.

On June 13, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Comprehensive Plan Amendments as presented.

On June 13, 2016 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map Amendment as presented.

**ORD. # 16-22**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

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

1. To amend the Village 2035 Land Use Plan Map 9.9 to change the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations to the Low-Medium Density Residential land use designation on the vacant property within Carol Beach Estates Unit #6 Subdivision (Lot 3 of CSM 1877 and identified as Tax Parcel Number 93-4-123-191-0137); and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

**Adopted this 20<sup>th</sup> day of June, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

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

Ord #16-22 No Wetland Brown Land Use Amend  
CODE1604-002

**ORD. # 16-23**

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

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

The vacant subject property generally located on 93<sup>rd</sup> Street east of 11<sup>th</sup> Avenue within Carol Beach Estates Unit #6 Subdivision known as Lot 3 of CSM 1877 located in U.S. Public Land Survey Section 19, Township 1 North, Range 23 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 93-4-123-191-0137 is hereby rezoned as follows: the portion of the zoned C-1, Lowland Resource Conservancy District to the R-6, Urban Single Family Residential District so that the entire property is within the R-6 District as a result of the Wisconsin Department of Natural Resources confirmation that there are no wetlands on the property.

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

**Adopted this 20<sup>th</sup> day of June, 2016.**

**VILLAGE BOARD OF TRUSTEES**

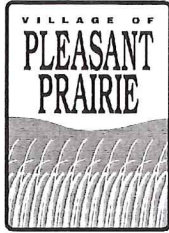
\_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

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

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

23-Brown wetland  
CODE1604-003



Filed \_\_\_\_\_ 20\_\_ Published \_\_\_\_\_ 20\_\_  
 Public Hearing \_\_\_\_\_ 20\_\_  
 Fee Paid \_\_\_\_\_ 20\_\_ Approved \_\_\_\_\_ 20\_\_  
 Notices Mailed \_\_\_\_\_ 20\_\_ Denied \_\_\_\_\_ 20\_\_

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
 COMPREHENSIVE PLAN AMENDMENT APPLICATION**

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

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Comprehensive Plan as hereinafter requested and affecting the property located at \_\_\_\_\_ and

Tax Parcel Number 93<sup>rd</sup> ST.

**Check all that apply**

Land Use Plan Amendment: To change the land use designation from the \_\_\_\_\_  
to remove wetland designation land use designation  
 to the to put in residential designation  
 land use designation.

Neighborhood Plan Amendment for the \_\_\_\_\_ Neighborhood

Other Amendment to the Comprehensive Plan (specify) \_\_\_\_\_

Petitioner's interest in the requested amendment: Build House

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

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

**PROPERTY OWNER:**

Print Name: Harold Brown

Signature: Harold Brown

Address: 7801 88<sup>th</sup> ave

Pleasant prairie WI 53158  
 (City) (State) (Zip)

Phone: 847 912 1555

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

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

Date 4/22/16

**OWNER'S AGENT:**

Print Name: Harold Brown

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

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

(City) (State) (Zip)

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

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

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

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



Filed \_\_\_\_\_ 20\_\_ Published \_\_\_\_\_ 20\_\_  
 Public Hearing \_\_\_\_\_ 20\_\_ \_\_\_\_\_ 20\_\_  
 Fee Paid \_\_\_\_\_ 20\_\_ Approved \_\_\_\_\_ 20\_\_  
 Notices Mailed \_\_\_\_\_ 20\_\_ Denied \_\_\_\_\_ 20\_\_

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

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

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

It is petitioned that the following described property be rezoned from the present C-1  
 \_\_\_\_\_ District(s) to R-6 District(s). The property petitioned  
 to be rezoned is located at: \_\_\_\_\_ and is legally described

as follows: 93<sup>rd</sup> St & 11<sup>th</sup> Ave  
 \_\_\_\_\_

Tax Parcel Number(s): 93-4-123-191-0137 \_\_\_\_\_

The proposed use for this property is: Residential \_\_\_\_\_

Petitioner's interest in the requested rezoning: Build Home \_\_\_\_\_

Compatibility with adjacent land uses: Residential adjacent \_\_\_\_\_

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

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

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

**PROPERTY OWNER:**

Print Name: Harold Brown

Signature: Harold Brown

Address: 7801 88<sup>th</sup> Ave

Pleasant Prairie WI 53158  
 (City) (State) (Zip)

Phone: 847 912 1555

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

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

Date 4/27/16

**OWNER'S AGENT:**

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

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

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

(City) (State) (Zip)

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

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

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

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

**DK Environmental Services, Inc.**

1422 Sunflower Court ♦ Grayslake, Illinois 60030 ♦ (847) 548-7458 ♦ [dkenvserv@sbcglobal.net](mailto:dkenvserv@sbcglobal.net)

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## **WETLAND ASSESSMENT REPORT**

**PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN 53158**

**Tax Parcel # 93-4-123-191-0137-0**

**(Lot 3, Block 6 in Carol Beach Estates Subdivision Unit #6)**

**NE 1/4 Section 19 – Township 1 North – Range 23 East**

*Prepared for:*

Harold E. Brown  
7801 88<sup>th</sup> Avenue, Lot 273  
Pleasant Prairie, WI 53158

*Prepared by:*

**DK Environmental Services, Inc.**

**1422 Sunflower Court**

**Grayslake, Illinois 60030**

**(847) 548-7458**

**[dkenvserv@sbcglobal.net](mailto:dkenvserv@sbcglobal.net)**

*October, 2015*



## **WETLAND ASSESSMENT REPORT**

**PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN 53158**

**Tax Parcel # 93-4-123-191-0137-0**

**(Lot 3, Block 6 in Carol Beach Estates Subdivision Unit #6)**

**NE 1/4 Section 19 – Township 1 North – Range 23 East**

### **INTRODUCTION**

On October 24, 2015, DK Environmental Services, Inc. (DKES) staff completed a wetland field investigation of the Harold E. Brown parcel in the Village of Pleasant Prairie, Kenosha County, Wisconsin to determine on-site wetland and “waters of the U.S.” boundaries. The assessment resulted in no wetland areas being identified on the 0.19 acre vacant residential lot. This report was prepared to document the results of data collection located on and near the project site, and to serve as a basis for wetland identification under Section 404 of the Clean Water Act. Wetland investigation techniques were performed in accordance with methodology established by the U.S. Army Corps of Engineers (USACE). The approximate data point locations are shown in Appendix A, Exhibit 5. Appendices illustrate the following:

- A) Exhibits
  - 1) Location Map
  - 2) Wisconsin Wetland Inventory (WWI) Map
  - 3) Soil Survey
  - 4) FEMA Flood Insurance Rate Map (FIRM)
  - 5) Aerial Photograph with Data Point Locations
- B) Site Photographs
- C) U.S. Army Corps of Engineers Data Forms

The ±0.19-acre project site is a vacant, residential lot located immediately east of 1067 93<sup>rd</sup> Street, on the south side of 93<sup>rd</sup> Avenue in the town of Pleasant Prairie, Wisconsin. Note: Lot 3 is five lots east of the intersection of 11th Ave. and 93<sup>rd</sup> Street.

The property is situated in a mature residential area in Carol Beach Estates subdivision in the NE ¼ of Section 19, Township 01 North, Range 23 East of the Third Principle Meridian. The central portion of the study area is located approximately at 42.536273° North Latitude and -87.822586° West Longitude.

## METHODOLOGY

Our methodology followed procedures outlined in the *Corps of Engineers Wetland Delineation Manual*, dated January 1987, including the *Regional supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region*, dated August 2010. Both manuals identify the mandatory technical criteria for wetland identification. The three essential characteristics of a jurisdictional wetland are hydrophytic vegetation, hydric soils and wetland hydrology as described below:

I) Hydrophytic Vegetation: Hydrophytic vegetation is defined as the community of macrophytes that occurs in areas where inundation or soil saturation is either permanent or of sufficient frequency and duration to exert a controlling influence on the plant species present. Hydrophytic vegetation is present when the plant community is dominated by species that can tolerate prolonged inundation or soil saturation during the growing season. Wetland indicator status is the estimated probability a plant species occurs in a wetland area. Reed (1988) designated indicator statuses for the U.S. Fish and Wildlife Service, Region 3, which are based on separating plants into five basic groups:

- (1) OBL (Obligate Wetland) almost always occur (estimated probability >99%) in wetlands under natural conditions;
- (2) FACW (Facultative Wetland) usually occur in wetlands (estimated probability 67-99%), but occasionally are found in nonwetlands;
- (3) FAC (Facultative) are equally likely to occur in wetlands or nonwetlands (estimated probability 34-66%);
- (4) FACU (Facultative Upland) usually occur in nonwetlands (estimated probability 67-99%), but occasionally are found in wetlands (estimated probability 1-33%); and
- (5) UPL (Upland) almost always occur (estimated probability >99%) in nonwetlands under natural conditions.

If greater than 50% of the plants present are FAC, FACW, or OBL the subject area is considered jurisdictional in terms of vegetation.

Vegetation was sampled within plots to quantitatively characterize wetland and/or upland plant communities within a given area. Within each plot visual estimates of percent cover of each plant species was made for each stratum (trees, saplings and shrubs, herbaceous plants and woody vines). The Dominance Test is then calculated by applying the 50/20 rule. If a plant community passes the Dominance Test, then the vegetation is hydrophytic and no further vegetative analysis is required. However, if the plant community fails the dominance test, and indicators of hydric soil and/or wetland hydrology are present then the Prevalence



Index is applied. The Prevalence Index is a weighted-average of wetland indicator status of all plant species within a sample plot. If the plant community satisfies the Prevalence Index, then the vegetation is hydrophytic. If the plant community fails Prevalence Index then it must meet the test Morphological Adaptations to be considered hydrophytic. If this last test fails then the vegetation is considered non-hydrophytic. Results of vegetative sampling are illustrated on the attached Routine U.S. Army Corps of Engineers Data Forms.

**II) Hydric Soils:** According to the National Technical Committee for Hydric Soils a hydric soil is a soil that formed under conditions of saturation, flooding or ponding long enough during the growing season to develop anaerobic conditions in the upper part (USDA Soil Conservation Service 1994). Repeated periods of saturation or inundation combined with microbial activity causes morphological changes within the soil. This promotes biogeochemical processes, such as the accumulation of organic matter and the reduction, translocation, or accumulation of iron and other reducible elements. The result of these processes is useful in identifying hydric soils during both wet and dry periods (USDA Natural Resources Conservation Service 2006). There are 21 hydric soil indicators and if one is present it is considered a hydric soil. A detailed description on the 21 hydric soil indicators can be found in *Interim Regional supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region*, dated September 2008. The hydric soil indicators include:

- Histosol
- Histic Epipedon
- Black Histic
- Hydrogen Sulfide
- Stratified Layers
- 2 cm Muck
- Depleted Below Dark Surface
- Thick Dark Surface
- Sandy Mucky Mineral
- 5 cm Mucky Peat or Peat
- Sandy Gleyed Matrix
- Sandy Redox
- Stripped Matrix
- Loamy Mucky Mineral
- Loamy Gleyed Matrix
- Depleted Matrix
- Redox Dark Surface
- Depleted Dark Surface
- Redox Depressions
- Coast Prairie Redox
- Iron-Manganese Masses

A soil pit is excavated to the appropriate depth to describe the soils profile. Color of the soil matrix and redox, mottling, and gleying within the profile are described using the Munsell Soil Color Charts (Gretagmacbeth 2000). Generally, a hydric soil is present when there is an organic soil, histic epipedon, sulfidic material, aquic or peraquic moisture regime, reducing soils conditions, soil colors gleyed, bright mottles and/or low matrix chroma, soil listed on the hydric soil list, and iron and manganese. Results of soil sampling and if they meet one of the indicators are illustrated on the attached Routine U.S. Army Corps of Engineers Data Forms.

**III) Wetland Hydrology:** Wetland hydrology indicators are used in combination with indicators of hydric soil and hydrophytic vegetation. These other indicators reflect a sites history of past episodes of inundation or soil saturation and if it was repeated over a period of time. Areas that have hydrophytic vegetation and hydric soils generally have wetland hydrology (National Research Council 1995). Hydrologic indicators are the most brief of all wetland indicators as occur from recent or long-term meteorological conditions. Typically, the presence of water for a week or more during the growing season creates

anaerobic conditions. Anaerobic conditions lead to the prevalence of wetland plants. An area needs to meet one or more of the primary wetland hydrology indicators, which include: surface water, high water table, saturation, water marks, sediment deposits, drift deposits, algal mat or crust, iron deposits, inundation visible on aerial imagery, sparsely vegetated concave surface, water-stained leaves, aquatic fauna, true aquatic plants, hydrogen sulfide odor, oxidized rhizospheres on living roots, presence of reduced iron, recent iron reduction in tilled soils, thin much surface, and gauge or well data. Or an area needs to meet two or more of the secondary indicators, which include: surface soil cracks, dry-season water table, crayfish burrows, saturation visible on aerial imagery, stunted or stressed plants, geomorphic position and the FAC-Neutral test. Results of hydrology are illustrated on the attached Routine U.S. Army Corps of Engineers Data Forms.

### RESULTS

The following is a brief description of the results of our field reconnaissance. We have included the dominant plant species identified on site in the data forms, including hydrologic conditions and soils observed from data point samples taken at the time of the investigation. Specific information regarding the on-site data sampling plots is found on the attached USACE Data Forms.

The subject property is a vacant, residential lot with existing homes to the east, west, and south, and 93<sup>rd</sup> Street at the north. The lot is pitched slightly to drain toward the road at the north, which has curb and gutter drainage installed.

The lot is covered by manicured turf grass and is partially shaded by overhanging mature trees in the overstory, including Silver Maple (*Acer saccharinum*) and Weeping Willow (*Salix babylonica*) that border the property along the west. The understory was found to be dominated by a vegetative mix typical of well-drained lawns, including turf grass – Kentucky Blue grass mix (*Poa pratensis*), Creeping Charlie (*Glechoma hederacea*), Common dandelion (*Taraxacum officinale*), and Queen Anne's lace (*Daucus carota*). Daylilies have been planted at the base of the trees along the west property line.

No hydrologic indicators were found during the site investigation. There was no evidence of inundation, drainage patterns or soil saturation found on the site. However, downspouts and/or sump pump pipes were found to be directed onto the lot from surrounding, existing homes to the east, west, and south. Soils within the project area were mapped as AzA— Aztalan loam, 0 to 2 percent slopes, classified as a somewhat poorly drained soil. Field sampled soil profiles revealed high chroma matrix color in the upper part which is indicative of non-hydric soils.

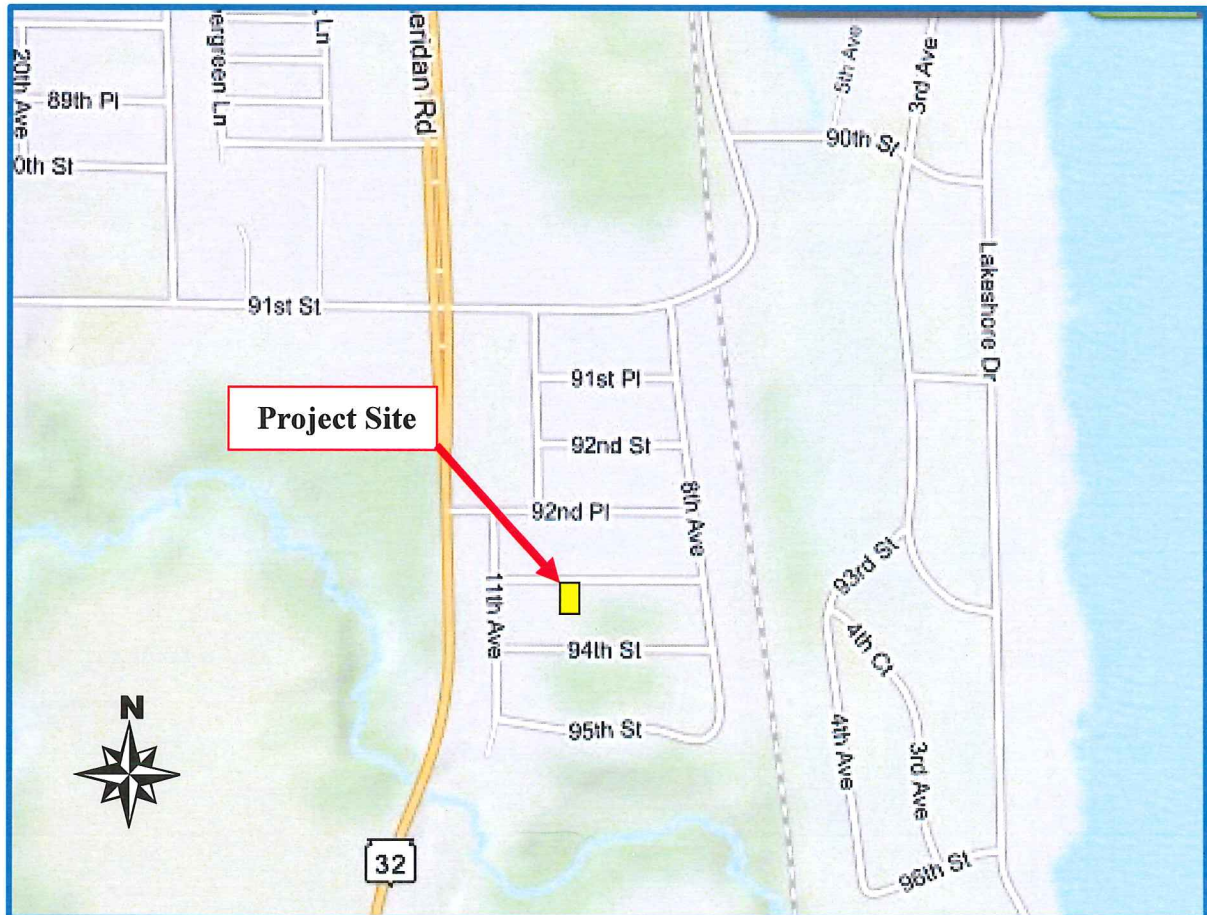


**APPENDIX A**

The following reference materials were reviewed and used to assist in the wetland field reconnaissance.

**1. LOCATION**

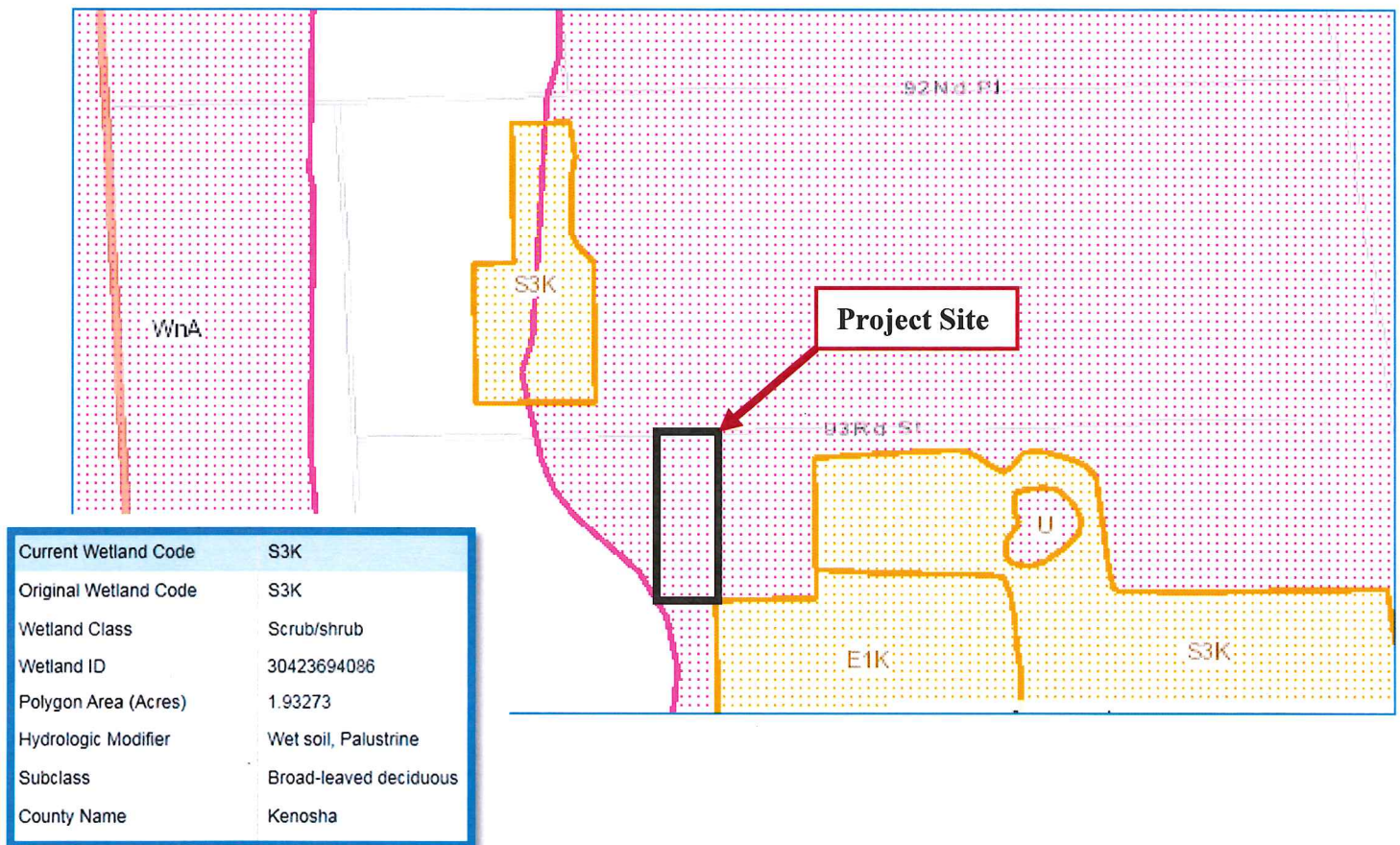
The ±0.19-acre project site is a vacant, residential lot located east of 1067 93<sup>rd</sup> Street in the Village of Pleasant Prairie, Wisconsin. The property is located in a mature residential area in Carol Beach Estates subdivision in the NE ¼ of Section 19, Township 01 North, Range 23 East of the Third Principle Meridian. The central portion of the study area is located approximately at 42.536273° North Latitude and -87.822586° West Longitude.



2. WISCONSIN WETLAND INVENTORY – WI Department of Natural Resources

The Wisconsin Wetland Inventory map (WWI) indicates that a potential “S3K” mapped wetland indicator area is located on the property, outlined in black. The potential wetland is classified as a palustrine, broad-leaf deciduous Scrub/Shrub type wetland, and generally coincides with soils mapped by the USDA Natural Resources Conservation Service in somewhat poorly drained soils.

Note: The WWI serves as a large-scale guide and actual wetland locations and types often vary.



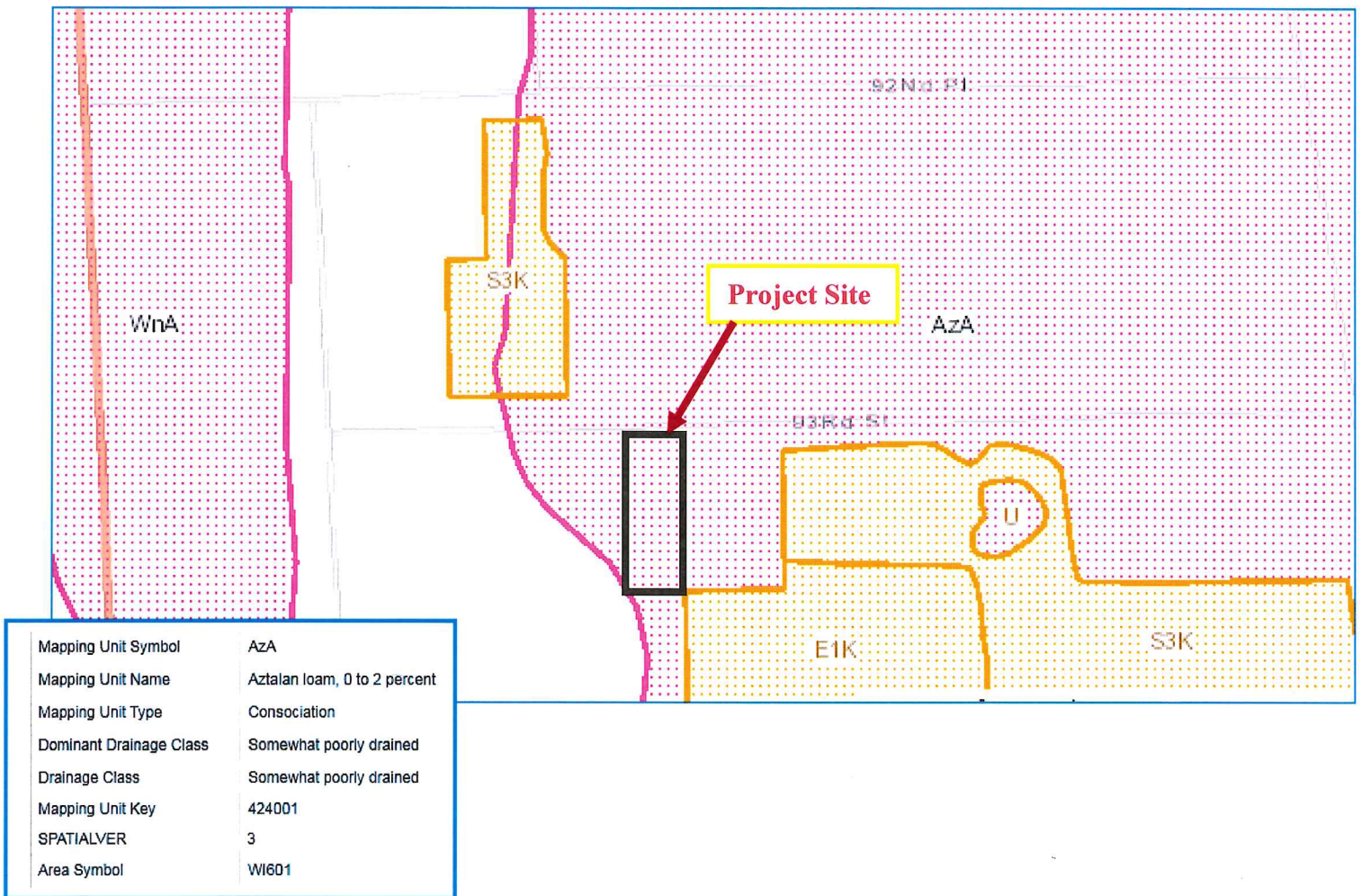


3. SOIL SURVEY

The Soil Survey of Kenosha and Racine Counties, Wisconsin was reviewed to determine the location of hydric soils within the study area. Mapped hydric soil, including AzA—Aztalan loam, 0 to 2 percent slopes, is classified as a somewhat poorly drained soil. Hydric soils can be indicative of wetland conditions. The following soils are mapped within the study area:

Soils throughout the site were mapped as AzA—Aztalan loam, 0 to 2 percent slopes, classified as a somewhat poorly drained soil by the Natural Resource Conservation Service (NRCS).

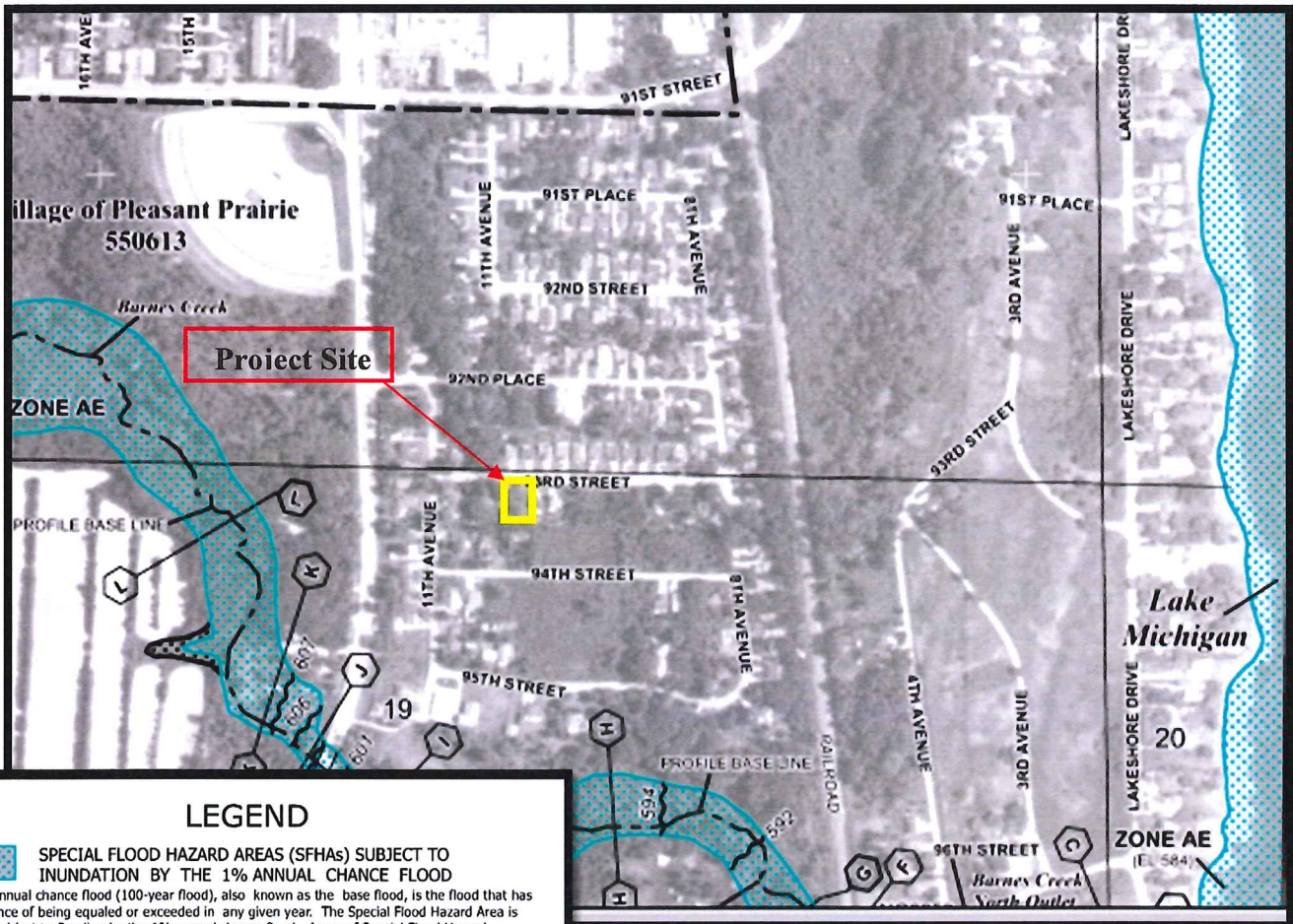
Field sampled soil profiles revealed high chroma matrix color in the upper part which is indicative of non-hydric soils.





4. FLOOD INSURANCE RATE MAP

The FEMA Flood Insurance Rate Maps (FIRMs) for Kenosha County, Wisconsin and Incorporated Areas (effective date June 19, 2012) were reviewed to determine the presence of floodplain, which can be indicative of wetland hydrology. The FIRM indicates that there is no portion of the site or adjacent properties in the subdivision located within floodplain - Zone A SFHA.



**LEGEND**

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

<b>ZONE A</b>	No Base Flood Elevations determined.
<b>ZONE AE</b>	Base Flood Elevations determined.
<b>ZONE AH</b>	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
<b>ZONE AO</b>	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
<b>ZONE AR</b>	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
<b>ZONE A99</b>	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
<b>ZONE V</b>	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
<b>ZONE VE</b>	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.



*5. AERIAL PHOTOGRAPH  
APPROXIMATE DATA POINT LOCATIONS*



**LITERATURE CITED**

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**APPENDIX B – SITE PHOTOGRAPHS 10.24.2016**



**View of Lot #3 from 9rd Street – facing south**



**Data Point 1A– UPLAND**





**View of Lot #3 from rear of property – facing north**



**Data Point 1B facing north - UPLAND**

**APPENDIX C  
WETLAND DETERMINATION DATA FORMS**



**WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region**

Project/Site: 93 <sup>rd</sup> Street - vacant lot		City/County: Pleasant Prairie / Kenosha		Sampling Date: 10/24/15	
Applicant/Owner: Harold Brown		State: WI		Sampling Point: 1A – UPLAND	
Investigator(s): Daniel J. Krill - DKES			Section, Township, Range: NE1/4 Section 19 Twp. 01 R.23E		
Landform (hillslope, terrace, etc.): flat			Local relief (concave, convex, none): flat		
Slope (%): 0-1%		Lat: 42.536373°N		Long: -87.822586°W Datum:	
Soil Map Unit Name: AzA—Aztalan loam, 0 to 2 percent slopes			NWI classification: no wetland present on NWI map		
Are climatic / hydrologic conditions on the site typical for this time of year?				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are Vegetation <input type="checkbox"/> ,		Soil <input type="checkbox"/> ,		or Hydrology <input type="checkbox"/> significantly disturbed? No	
				Are "Normal Circumstances" present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are Vegetation <input type="checkbox"/> ,		Soil <input type="checkbox"/> ,		or Hydrology <input type="checkbox"/> naturally problematic? No	
				(If needed, explain any answers in Remarks.)	

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<b>Is the Sampled Area within a Wetland?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Remarks:					

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:		
1.				Number of Dominant Species That Are		
2.				OBL, FACW, or FAC:	1 (A)	
3.				Total Number of Dominant Species		
4.				Across all Strata:	2 (B)	
5.				Percent of Dominant Species That Are OBL, FACW, or FAC:	50 (A/B)	
= Total Cover				<b>Prevalence Index worksheet:</b>		
				Total % Cover of:	Multiply by:	
<b>Sapling/Shrub Stratum (Plot size: 15')</b>				OBL species	x 1 =	
1.				FACW species	x 2 =	
2.				FAC species 40	x 3 =	120
3.				FACU species 60	x 4 =	240
4.				UPL species 5	x 5 =	25
5.				Column Totals: 105 (A)		385 (B)
= Total Cover				Prevalence Index = B/A = 385/105 = 3.67		
				<b>Hydrophytic Vegetation Indicators:</b>		
<b>Herb Stratum (Plot size: 5')</b>				<input type="checkbox"/> Dominance Test is >50%		
1. Glechoma hederacea	40	Y	FACU	<input type="checkbox"/> Prevalence Index is ≤3.0 <sup>1</sup>		
2. Poa pratensis	40	Y	FAC	<input type="checkbox"/> Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)		
3. Taraxacum officinale	20	N	FACU	<input type="checkbox"/> Problematic Hydrophytic Vegetation <sup>1</sup> Explain)		
4. Daucus carota	5	N	UPL	<sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.		
5.						
6.						
7.						
8.						
9.						
10.						
105 = Total Cover						
<b>Woody Vine Stratum (Plot size: 5')</b>						
1.						
2.						
= Total Cover				<b>Hydrophytic Vegetation Present?</b>		
				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Remarks: (include photo numbers or on a separate sheet)						

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-8	10YR 2/1	100					Loam	
8-10	10YR 4/3	100					Loam	
10-18	2.5Y 5/3	95	10YR 5/6 and 5/8	5	C	M	Loamy sand	
18-22	10YR 6/1	95	10YR 5/6 and 5/8	5	C	M	Loamy sand	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. <sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type:  
Depth (inches):

**Hydric Soil Present?** Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

**Wetland Hydrology Present?** Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region**

Project/Site: 93 <sup>rd</sup> Street - vacant lot		City/County: Pleasant Prairie / Kenosha		Sampling Date: 10/24/15	
Applicant/Owner: Harold Brown		State: WI		Sampling Point: 1B – UPLAND	
Investigator(s): Daniel J. Krill - DKES			Section, Township, Range: NE ¼ Section 19 Twp. 01 R.23E		
Landform (hillslope, terrace, etc.): flat			Local relief (concave, convex, none): convex		
Slope (%): 1%		Lat: 42.536110°N		Long: -87.822558°W Datum:	
Soil Map Unit Name: AzA—Aztalan loam, 0 to 2 percent slopes			NWI classification: N/A		
Are climatic / hydrologic conditions on the site typical for this time of year?				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are Vegetation <input type="checkbox"/> ,		Soil <input type="checkbox"/> ,		or Hydrology <input type="checkbox"/> significantly disturbed? No	
Are Vegetation <input type="checkbox"/> ,		Soil <input type="checkbox"/> ,		or Hydrology <input type="checkbox"/> naturally problematic? No	
				Are "Normal Circumstances" present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
				(If needed, explain any answers in Remarks.)	

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<b>Is the Sampled Area within a Wetland?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Remarks:					

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:		
1.				Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A) Total Number of Dominant Species Across all Strata: 2 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 50 (A/B)		
2.						
3.						
4.						
5.						
= Total Cover				<b>Prevalence Index worksheet:</b>		
				Total % Cover of:	Multiply by:	
<b>Sapling/Shrub Stratum (Plot size: 15')</b>				OBL species	x 1 =	
1.				FACW species	x 2 =	
2.				FAC species 50	x 3 =	150
3.				FACU species 55	x 4 =	220
4.				UPL species	x 5 =	
5.				Column Totals: 105 (A)		370 (B)
				Prevalence Index = B/A = 370 / 105 = 3.52		
= Total Cover				<b>Hydrophytic Vegetation Indicators:</b>		
<b>Herb Stratum (Plot size: 5')</b>				<input type="checkbox"/> Dominance Test is >50%		
1. Glechoma hederacea	50	Y	FACU	<input type="checkbox"/> Prevalence Index is ≤3.0 <sup>1</sup>		
2. Poa pratensis	50	Y	FAC	<input type="checkbox"/> Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)		
3. Taraxacum officinale	5	N	FACU	<input type="checkbox"/> Problematic Hydrophytic Vegetation <sup>1</sup> Explain)		
4.				<sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.		
5.						
6.						
7.						
8.						
9.						
10.						
105 = Total Cover						
<b>Woody Vine Stratum (Plot size: 5')</b>						
1.						
2.						
= Total Cover				<b>Hydrophytic Vegetation Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Remarks: (include photo numbers or on a separate sheet)						



**SOIL**

Sampling Point 1B

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-8	10YR 2/1						Loam	
8-22	10YR 4/6						Loamy sand	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. <sup>2</sup>Location: PL=Pore Lining, M=Matrix.

<p><b>Hydric Soil Indicators:</b></p> <input type="checkbox"/> Histosol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) <input type="checkbox"/> 2 cm Muck (A10) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Sandy Gleyed Matrix (S4) <input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8)	<p><b>Indicators for Problematic Hydric Soils<sup>3</sup>:</b></p> <input type="checkbox"/> Coast Prairie Redox (A16) <input type="checkbox"/> Iron-Manganese Masses (F12) <input type="checkbox"/> Other (Explain in Remarks)
---	--	--

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

<p><b>Restrictive Layer (if observed):</b></p> Type: _____ Depth (inches): _____	<p><b>Hydric Soil Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---	--

Remarks:  
Soil sample dry, friable

**HYDROLOGY**

<p><b>Wetland Hydrology Indicators:</b></p> <p>Primary Indicators (minimum of one is required; check all that apply)</p> <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		<p>Secondary Indicators (minimum of two required)</p> <input type="checkbox"/> Water-Stained Leaves (B9) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> True Aquatic Plants (B14) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Gauge or Well Data (D9) <input type="checkbox"/> Other (Explain in Remarks)		<input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> FAC-Neutral Test (D5)	
---	--	---	--	--	--

<p><b>Field Observations:</b></p> Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	<p><b>Wetland Hydrology Present?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	--

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:



April 20, 2016

WIC-SE-2016-30-00342

Harold Brown  
7801 88th Ave Unit 273  
Pleasant Prairie, WI 53158

RE: Wetland Delineation Report for an approximately 0.2 acre project area (Carol Beach Estates Subdivision Lot 3 Block 6) located in the SW1/4 of the SE1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County

Dear Mr. Brown:

We have received and reviewed the wetland delineation report prepared for the above mentioned site by DK Environmental Services, Inc. This letter will serve as confirmation that there is no state regulated wetland located within the project area. This finding is based upon an April 13, 2016 field visit. The finding of a lack of state regulated wetland within the project area is valid for five years unless altered site conditions warrant a new wetland delineation be conducted. Be sure to send a copy of the report, as well as any approved revisions, to the U.S. Army Corps of Engineers.

If you are planning development on the property, you are required to avoid take of endangered and threatened species, or obtain an incidental take authorization, to comply with the state's Endangered Species Law. To insure compliance with the law, you should submit an endangered resources review form (Form 1700-047), available at <http://dnr.wi.gov/topic/ERReview/Review.html>. The Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition to contacting WDNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project.

If you have any questions, please contact me at (608) 261-6430 or email [Neil.Molstad@wisconsin.gov](mailto:Neil.Molstad@wisconsin.gov).

Sincerely,

Neil Molstad  
Wetland Identification Specialist

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

cc: Marie Kopka and Rebecca Graser, U.S. Army Corps of Engineers  
Community Development Department, Village of Pleasant Prairie  
Daniel Krill, DK Environmental Services, Inc.  
Elaine Johnson, DNR Water Management Specialist  
Chris Jors, SEWRPC

Attachments:

Project Area Location Map  
Aerial Photo of Project Area

APPENDIX A

The following reference materials were reviewed and used to assist in the wetland field reconnaissance.

1. LOCATION

The ±0.19-acre project site is a vacant, residential lot located east of 1067 93<sup>rd</sup> Street in the Village of Pleasant Prairie, Wisconsin. The property is located in a mature residential area in Carol Beach Estates subdivision in the NE ¼ of Section 19, Township 01 North, Range 23 East of the Third Principle Meridian. The central portion of the study area is located approximately at 42.536273° North Latitude and -87.822586° West Longitude.





*5. AERIAL PHOTOGRAPH  
APPROXIMATE DATA POINT LOCATIONS*



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

Consider a **Comprehensive Plan Amendment (Ord. #16-24)** for the request of Jeff Marlow, of Lexington Homes for the residential development of 3-49 unit apartment buildings, 10-8 unit apartment buildings and 19 single family lots on the vacant properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) to be known as Fountain Ridge. The amendments include: 1) to amend a portion of the Prairie Ridge Neighborhood Plan for the proposed development; 2) to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the urban reserve designation from the property and to change the area field identified as wetlands into the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations from the Upper Medium Residential land use designation; and 3) to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan reference said changes to the Land Use Plan Map 9.9.

**Recommendation:** On June 13, 2016 the Village Plan Commission held a public hearing and approved Plan Commission Resolution #16-09 that recommended that the Village Board approve the amendment to the Comprehensive Plan (Neighborhood Plan and Land Use Plan) subject to the comments and conditions of the June 20, 2016 Village Staff Report.

Consider approval of a **Conceptual Plan** for the request of Jeff Marlow, of Lexington Homes for the residential development of 3-49 unit apartment buildings, 10-8 unit apartment buildings and 19 single family lots on the vacant properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) to be known as Fountain Ridge.

**Recommendation:** On June 13, 2016 the Plan Commission held a public hearing and recommended that the Village Board conditionally approve the Conceptual Plan subject to the comments and conditions of the June 20, 2016 Village Staff Report.

## VILLAGE STAFF REPORT OF JUNE 20, 2016

Consider a **Comprehensive Plan Amendment (Ord. #16-24)** for the request of Jeff Marlow, of Lexington Homes for the residential development of 3-49 unit apartment buildings, 10-8 unit apartment buildings and 19 single family lots on the vacant properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) to be known as Fountain Ridge. The amendments include: 1) to amend a portion of the Prairie Ridge Neighborhood Plan for the proposed development; 2) to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the urban reserve designation from the property and to change the area field identified as wetlands into the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations from the Upper Medium Residential land use designation; and 3) to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan reference said changes to the Land Use Plan Map 9.9.

Consider approval of a **Conceptual Plan** for the request of Jeff Marlow, of Lexington Homes for the residential development of 3-49 unit apartment buildings, 10-8 unit apartment buildings and 19 single family lots on the vacant properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) to be known as Fountain Ridge.

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

*The petitioner is requesting several approvals to develop the vacant properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) to be known as Fountain Ridge. The items being considered at the meeting for approval include an amendment to the Comprehensive Plan (which includes Prairie Ridge Neighborhood Plan) and to amend the Land Use Plan) and a Conceptual Plan.*

**COMPREHENSIVE PLAN AMENDMENTS (Ord. #16-24)**: The following amendments are being considered:

1. **Neighborhood Plan Amendment:** The petitioner is requesting an amendment of a portion of the Prairie Ridge Neighborhood Plan in Appendix 9-3 as a result of the proposed development of the vacant properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) (the project is referred to as Fountain Ridge).

The entire Prairie Ridge Neighborhood is bounded by STH 50 (75<sup>th</sup> Street) on the north, Union Pacific Rail on the east, Bain Station Road and CTH C on the south and 104<sup>th</sup> Avenue on the west and is comprised of about 1 ½ square miles. This amendment is only for a portion of the south central portion of the Neighborhood.

Neighborhood Plans, which are a component of the Village's Comprehensive Plan, are intended to provide the community with a means of reviewing the patterns of existing and probable future development in and around the area proposed for land development, evaluating access to the land development and the feasibility of developing certain land uses and lot layouts, roadways and parkways, open green spaces and preservation areas, schools, municipal facilities and municipal services to serve the neighborhood. The Neighborhood Plan sets forth a guide for future development when a willing landowner wishes to develop his land.

The Prairie Ridge Neighborhood Plan that was originally adopted in 2004 indicated that this 34.5 acres of land be developed with approximately 96 residential units (8-

3 unit buildings, 29-2-unit buildings and 14-1 unit buildings). The amendment proposes to allow for the development of the properties with 246 units (3-49 unit buildings, 10-8 unit buildings and 19 single family lots) to be known as Fountain Ridge. This represents an increase of 150 residential units. The amendment to the Neighborhood Plan alters the 472 net residential acres within the neighborhood to 468 net residential acres (removing 4.09 acres for the proposed public streets and the field delineated wetlands for the proposed Fountain Ridge Development).

In accordance with the Village 2010 Comprehensive Plan, the Prairie Ridge Neighborhood is classified as Upper-Medium Residential land use category which requires the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the Neighborhood to have larger lots while some areas have smaller lots. Since adoption of the 2004 Neighborhood Plan including the 2005 and 2006 amendments, the existing number of dwelling units has changed.

The Neighborhood Plan includes the following existing (1,643 units) and proposed (574 units) residential units for a total of 2,217 total residential units within the Neighborhood including the proposed Fountain Ridge development:

Single Family existing (754 units) and proposed (19 units) for a total of 773 units:

- 215 single family lots in Prairie Ridge and Prairie Ridge Addition #1 Subdivisions
- 81 single family lots in Ashbury Creek Subdivision
- 43 single family lots in the Settlement at Bain Station Crossing Subdivision
- 344 single family units in Westwood Manufactured Home Park
- 71 other single family lots with the neighborhood
- **19 proposed single Family lots (Fountain Ridge)**

Apartments-existing (668 units) and proposed (224 units) for a total of 892 units:

- 324 apartment units at Hidden Oak (9-36 unit buildings)
- 120 apartment units at Lexington Village ( 9 12 unit buildings and 2-6 unit buildings)
- 164 apartment units at Cobblestone Creek (1-36 unit building, 1-40 unit building and 2-44 unit buildings)
- **224 proposed apartment units at Fountain Ridge (3-49 units and 8-10 condo-style unit apartment buildings)**

Senior Housing-existing (191 units) and proposed (161 units) for a total of 352 units:

- 191 existing senior housing apartment units in Prairie Ridge Senior Campus (2 buildings) at 94<sup>th</sup> Avenue and Prairie Ridge Boulevard
- 95 proposed senior housing apartment units (Bain Station Crossing)
- 66 proposed senior housing apartment units (Addison 2<sup>nd</sup> Phase)

Condominium units -existing (30 units) and proposed (170 units) for a total of 200 units

- 98 proposed condominium units in Prairie Ridge located at 97<sup>th</sup> Court between Prairie Ridge Boulevard and 94<sup>th</sup> Avenue known as Arbor Ridge and specifically including: 15-2 unit buildings, 5-4 unit buildings; and 8- 6 unit buildings



- 90 proposed condominiums units (3-8 unit buildings, 1-6 unit building and 15-4 unit buildings and 60 apartment units (5-12 unit buildings) to be known as Bain Station Condominiums and Bain Station Apartments
- 12 proposed condominium units at either 4-3 unit buildings or 3-4 unit buildings located at east of 88<sup>th</sup> Avenue at Wilmot Road

The net density of the Neighborhood with the proposed amendment will be increased to approximately 9,194 square feet per dwelling unit (467.91 net residential acres multiplied by 43,560 square feet in an area divided by 2,217 dwelling units). This density is in compliance with the Village Comprehensive Plan.

**Population and school age children:**

**Current population** within the Neighborhood is 3,951 persons with 1,023 school age children with 610 public school age children (assumes that each existing living unit is occupied on all properties).

- 2,021 persons (754 single family units x 2.68 persons per household); plus
- 81 persons (30 condo units x 2.68 persons per household); plus
- 1,564 persons (668 apartment units x 2.34 persons per household); plus
- 287 persons (191 Senior Apartments x 1.5 person per household)
- 1,023 school age children (27.9% of 3,665 persons with school age children)
- 610 public school age children (42% of 1,452 dwelling units)

**Projected population** within the Neighborhood is 5,223 persons which include 1,310 school age children wherein 784 are estimated to attend public schools (based on the number of units proposed for this Neighborhood when fully developed).

- 2,072 persons (773 single family units x 2.68 persons per household); plus
- 536 persons (200 condo units x 2.68 persons per household); plus
- 2,088 persons (892 apartment units x 2.34 persons per household); plus
- 528 persons (352 Senior Apartments x 1.5 person per household)
- 1,310 school age children (27.9% of 4,695 persons with school age children)
- 784 public school age children (42% of 1,865 dwelling units)

[Note: Based on the 2010 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.68 (a decrease from 2.73 in 2000) and the average number of person per rental housing is 2.34 and school age children between the ages of 5 and 19 make up 27.9% of the population (an increase from 23% in 2000). In addition, the Village is assuming 1.5 persons per unit in the senior housing apartments within the neighborhood. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of students that will attend public school is 42% of the number of dwelling units.]

2. **Comprehensive Land Use Map Amendments:**

The petitioner is also requesting to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9. Specifically the amendments include:

- To remove the urban reserve designation from the properties and to change the area field identified as wetlands into the Park, Recreational and Other Open

Space Lands with an Interpolated Wetlands land use designations from the Upper Medium Residential land use designation; and

- To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan reference said changes to the Land Use Plan Map 9.9.

**CONCEPTUAL PLAN:** The petitioner is requesting approval of a Conceptual Plan for the vacant properties west of 88<sup>th</sup> Avenue and north of Bain Station Road. The proposed development will include 19 single family lots and 5 lots for the development of 3-49 unit buildings and 10-8 unit condo-style apartment buildings on the 34.5 acre property. There is a small portion of the property (5,554 square feet) that has been field delineated as wetlands in October 2015 by James Havel, a Wisconsin Department of Natural Resources Assured Wetland Delineator. The wetlands will remain unchanged on the property.

**SINGLE FAMILY RESIDENTIAL DEVELOPMENT:** The western portion of the site is proposed to be platted as a single family subdivision with 19 single family lots that meet the minimum requirements of the R-4.5 Urban Single Family Residential District, which is the same zoning designation as the Ashbury Creek Subdivision. The single family lots range in size from 12,500 square feet to 36,443 square feet per lot with the average lot size of 15,899 square feet. The R-4.5 district requires each lot to be a minimum of 12,500 square feet with a minimum of 80 feet of frontage (the frontage can be reduced to 45 feet on a curve or cul-de-sac). All lots shall have a lot depth of at least 125 feet.

84<sup>th</sup> Place which is already dedicated in Ashbury Creek between Lots 2 and 3 is proposed to be constructed and continued east into the single family portion of the development. Public roads are proposed to be extended both north and south and terminate in a cul-de-sac in the proposed single family subdivision area. Outlot 1 in the proposed single family area, which abuts Outlot 3 in the Ashbury Creek Subdivision will be used for storm water management facilities for the proposed 19 single family lots. The new public streets will be required to be constructed with the Village's new construction specifications, which will require public concrete sidewalks on both sides of the public roadways.

It is recommended that the south 75 feet of the single family Lots 8 and 9 be a part of Lot 2 of the multifamily area and be included in a Dedicated Landscape, Access and Maintenance Easement area. Placing this area into an Easement will ensure that this area is consistently maintained and protected from future development such as fences, sheds, play equipment, or other structures that may be part of an abutting single family home site development.

**APARTMENT DEVELOPMENT:** The Developer is proposing to develop the remainder of the site with 3-49 unit, 2 story market rate apartment buildings, 10-8 unit condo-style market rate apartment buildings (227 units) and a private club house.

Each 49 unit building will provide 60 underground parking spaces. Some residents will have 2 parking stalls. Additional 60 surface parking spaces available for each building for a total of 120 parking spaces for each 49 unit building. Storage lockers are available internally in the underground parking area as well as on each floor. The lighting of the parking areas will be done by a pole system with LED fixtures (same as Cobblestone). Additionally, the parking lots will be monitored via an exterior camera monitoring system pursuant to the Village Digital Security Imaging System (DSIS) requirements of Chapter 410 of the Village Municipal Code.

The **49 unit buildings** will offer an array of floor plans ranging from an efficiency style to a luxurious 1400+ sq. ft. unit with 2 bedrooms and 2.5 baths. The building apartment unit types will breakdown as follows:

***First Floor***

- 5- 2 bedroom units with 2.5 bathrooms that range in size from 1,200-1,370 sq. ft.

- 5- 2 bedrooms units with 2 bathrooms that range in size from 1,132-1,260 sq. ft.
- 1- Luxury 1 bedroom unit with 1.5 bathrooms that is 1,173 sq. ft.
- 8- 1 bedroom units with 1 bathroom that range in size from 820-980 sq. ft.
- 4- Efficiency units with 1 bathroom that are 617 sq. ft.

**Second Floor**

- 6- 2 bedroom lofts with 2.5 bathrooms that range in size from 1,370-1,400 sq. ft.
- 4- 2 bedrooms units with 2.5 bathrooms that range in size from 1,200-1,218 sq. ft.
- 2- 2 bedroom units with 2 bathrooms that range in size from 1,132-1,260 sq. ft.
- 6- 1 bedroom loft with 2.5 bathrooms that are 1,000 sq. ft.
- 1- Luxury 1 bedroom loft with 1.5 bathrooms that are 980 sq. ft.
- 5- Lofts with 1.5 bathrooms that are 1,032 sq. ft.
- 1- Efficiency unit with 1 bathroom that are 617 sq. ft.

In **each 8 unit building**, each residence will have an attached individual private garage with remote, six (6) of the units in each building will have double stalls and two (2) of the units in each building will be single stalls, with an additional 16 surface parking spaces for each building. The lighting of the parking areas will be done by a pole system with shoebox LED fixtures. Additionally, the parking lots will be monitored via an exterior camera system pursuant to the Village DSIS requirements of Chapter 410 of the Village Municipal Code.

All units are condo-style as they will have a private individual entrances from the outside of the building and from within their attached garage. In addition all units will have individual high efficiency top load washers/front load dryers along with built in microwaves, smooth top ranges and refrigerators.

Each 8 – unit building will breakdown as follows:

- 2- 2 story 2 bedroom units with 2.5 bathrooms
- 2- 1 bedroom units with 1.5 bathrooms on the first floor
- 2- 2 bedroom units with 2 bathrooms on second floor
- 2- 2 bedroom units with den with 2.5 bathrooms on second floor

The units range in size from 937 sq. ft. to 1,594 sq. ft.

**Population:** Based upon the current projections of 2.34 persons per household (rental pphh) in Pleasant Prairie, a maximum total of 532 persons are intended to live at this apartment development. The Developer anticipates less than 10% of the occupants will be children or less than 5% being school age children.

**Site Access:** The apartment development area will not have any public or private roadway connections to the single family homes proposed to the west. In the multifamily area, new public roadways will be constructed that will connect to Bain Station Road and 88<sup>th</sup> Avenue (CTH H). In addition, private parking areas, fire lanes and access will connect to the new public roads within the development. No direct driveway access will be provided to Bain Station Road and 88<sup>th</sup> Avenue (CTH H).

Based upon a recent Traffic Impact Analysis which evaluated other Village developments approved in the area, existing traffic count information for the nearby intersection and proposed traffic from this development, Kenosha County is proposing to reconstruct the intersection of Bain Station Road and CTH H in 2017. A round-about has been approved by the County and is in the design phase for the intersection. In anticipation of the new highway improvements, the Developer is required to dedicate additional land for the widening of the Bain Station and CTH H adjacent roadways via Certified Survey Map. The Village and Kenosha County will need a dedication of 50 feet from roadway centerline to be

dedicated by the Developer for both roadways. Continued coordination and additional information from the Developer will be required between the Village, County and the Developer as the project moves forward.

**Site Amenities:** The site provides for over 45% green space and includes a clubhouse, which will be centrally located next to the middle 49 unit buildings. The club house will house the staff of the property management team from Lexington Management, which is the management arm of Lexington Homes, Inc. The club house will have security monitoring via cameras and an access key system. In addition, the club house will provide a gathering and patio area for residents to rent out for events.

**Construction Practices:** Lexington Homes, Inc. prides itself on creating communities built of high quality and intricate architectural design. Highlighted below is a listing of some of their construction practices:

- Buildings will have an internal fire sprinkler system for fire safety
- 2x6 construction on the external walls of the buildings
- High performance vinyl windows and patio doors with low E glass and argon gas
- Partial stone façade blended with maintenance free products
- Aluminum frame and full glass front entry doors for security and aesthetics
- Complete intercom system for entry
- Custom plastered interior walls (this is not a drywall board system)
- Individual sound walls divide each unit
- Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer
- ¾ inch gypcrete poured on all floors for another sound barrier and it also acts as another fire preventative
- Individual unit entry doors have a deadbolt and peephole
- Postal service is accommodated inside the building for convenience and also as another security measure
- 30 year dimensional shingle roofs

**Property Management/Maintenance:** Lexington Management understands that the real success to any community lies within the long term management and maintenance of the site. They operate under a very structured process. They have included a copy of their management forms pertaining to these areas.

**Leasing:** Information prepared by Lexington - "Every potential resident that tours the site is required to fill out a "Welcome to the Community" form. This ensures the safety of the staff before each tour occurs. This form requires that they see a valid ID and gives them current living information. When the tour results in someone wanting to reside within the community they are given the "Rental Process" form along with a "Standard Application for Occupancy". The rental process form clearly highlights what the qualifications are to reside at the property. The application is a more detailed document that allows Lexington to further qualify every potential resident.

With the receipt of the application, security deposit and signed rental process form, the potential tenant starts a detailed approval process. This includes a credit check, which requires a score of 600 or higher, their gross monthly income shall be 2.5 times the amount of the monthly rent and a criminal background check is run. Lexington Management, as a standard allows only two (2) people per bedroom and two (2) vehicles per unit. There are variables to this approval process which are also outlined on the rental process form.

Residents are required to sign a one year lease with variable terms after that one year period depending on the individual situation. It is management's goal to always try to secure one year leases continually with a built in parameter that does not allow anyone to



move out October- April. In addition, dogs are not allowed”.

**Management Structure:** “As one of the principal owners of Lexington Homes, Michelle Stimpson has a genuine focus on the day to day operations of the entire management division. Overseeing just under 1,700 units she believes in treating every resident as she would like to be treated. She physically reviews every resident file and signs every single lease that occurs within the entire company. With 20 years of experience in this industry and having both a real estate and broker’s license, she knows that on the management side of things the difference is always the details. Weekly she meets with her district staff to review every property that they oversee. In these meetings site suggestions along with marketing and maintenance are discussed in great detail with implementation plans to be carried out and reported each week. The district staff is required to be at each property working with the site management. Monthly reports are clearly documented (provided) to ensure the continued success of each site. The management operates on the principal that this is “someone’s home”. They focus on the presentation not only to our prospective and current residents but to their guests as well. Additionally, they will have property staff which will include a Property Manager, Assistant Manager, Cleaning staff and Maintenance. Their goal is always to have as many of their staff physically living at the property so that someone is always available.

They are very centered on routine inspections. Monthly they do property inspection reports along with exterior and interior building inspection reports. Yearly they inspect the interior of every single apartment and complete a full report as to the interior condition of that unit. At that time an annual property review is also completed to help plan for upcoming projects”.

**Rents:** The anticipated market rate rents based on a thorough market study will range from the mid- \$700 (for an efficiency unit) up to in excess of \$1,600 (for a 2 bedrooms/2.5 bathrooms unit). The residents will be responsible for their heat and water. The billing of the water will be accomplished by the building having one main water meter which will be billed to the property owner and paid. This water bill will then be split up and billed by the owner to the individual tenants.

**Site Construction Schedule:** The Developer would like to begin the site and excavation work for the apartment portion of the project by early fall 2016. If work begins that fall then anticipated completion time frame would be fall of 2018. The 19 residential single family homes would be built in the last phase and offer over a dozen plans for home buyers to choose from.

**PUBLIC IMPROVEMENTS:** All public and private improvements shall be made by the Developer at the Developer’s expense. The entire development shall be provided with and serviced by municipal roadways, sanitary sewer, water and storm sewer. Public concrete sidewalks will be required adjacent to the public streets.

**CERTIFIED SURVEY MAP APPROVAL AND ZONING TEXT AND MAP AMENDMENTS:**

The creation of Lots 1 through 6, the dedications of the public road rights-of-way and granted easements for the apartment development will be shown on a proposed Certified Survey Map. All of the Dedication and Easement Provisions and Restrictive Covenants language as prepared by Village staff shall also be added on the Certified Survey Map. Further discussion is warranted.

The Developer shall request the rezoning of Lots 2-6 at the time the Certified Survey Map is submitted. Per the Conceptual Plan, Lots 2-6 shall be rezoned from the A-2, General Agricultural District into the R-11, Multi-Family Residential District with a (PUD) Planned Unit Development Overlay District and the wetlands on Lot 3 shall be rezoned into the C-1, Lowland Resource Conservancy District. The Zoning Map/Text Amendment application shall

include the Development Plans (including all site civil, landscaping, building construction, architectural, lighting, and signage plans for the 49 unit buildings, 8 unit buildings and the club house). The Development Plans will be Exhibits to the Planned Unit Development.

Developing the apartment sites as a PUD will allow for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.

The following modifications from the Zoning Ordinance are proposed. (Additional changes may be requested when the detailed plans are submitted):

- To increase the net density from 9.6 dwelling units per net acre to 10.1 dwelling units per net acre.
- To increase the number of apartment units allowed per building from 24 per building to 3-49 unit buildings and 8-10 unit buildings with a mix of efficiencies, 1 and 2 bedroom units (no 3 bedroom units).
- To increase the building height of the 49 unit apartment building to increase from 35 feet to a maximum height of 40 feet.
- To allow for efficiency units to be reduced from a minimum of 700 square feet to 617 square feet.

In consideration of these PUD modifications to the Village Zoning Ordinance, the following community benefits are being imposed by the Developer:

- A minimum one (1) parking space per unit shall be provided in an enclosed garage attached to the building for the condo-style apartment buildings.
- Three (3) bedroom units for all apartment buildings will be prohibited.
- All of the units will be offered at market rate rents.
- Additional secured storage spaces for each unit will be provided in the underground parking area of the 49 unit buildings (approximately 20 sq. ft. per unit is proposed).
- The side yard setback to the west abutting the proposed single family development will be increased from 30 feet minimum to 75 feet minimum abutting the 8 unit buildings and 100 feet minimum abutting the 49 unit buildings
- The exterior building materials and design of the apartment building will be a combination of stone and cement board with a 30 year architectural shingle.
- The site will provide a minimum of 45% of the sites as open space, instead of the required 25% open space.
- All apartment buildings will be fully sprinklered and will comply with the requirements set forth in the Fire & Rescue Department memorandums.
- The landscaping and exterior turf will be irrigated.
- The height of the Multifamily Residential Development Identification Sign will be a maximum height of six (6) feet rather than eight (8) feet.
- The Developer will install an on-site security system and enter into a Digital Security Imaging System (DSIS) Agreement and provide the Village with the required Access Easement which meets the Village Security Ordinance requirements for all apartments.
- The Developer will not allow any dogs to occupy the multi-family apartments in the development.
- Additional landscaping/berming will be installed pursuant to the staff's direction.

**PRELIMINARY AND FINAL PLATS/ZONING MAP AMENDMENT:** At the time that Lot 1 is to be further subdivided for 19 single family lots and 1 Outlot a Preliminary and Final Plat will be required. A separate Development Agreement, along with the associated obligations for the public roads and related infrastructure within the single family subdivision will be required. Lot 1 shall be rezoned at the time of the Preliminary Plat. The single family lots shall be rezoned from the A-2 General Agricultural District into the R-4.5 District and Outlot

1 shall be rezoned into the PR-1, Park and Recreational District.

**The Plan Commission recommends approval of the Comprehensive Plan Amendments as presented in Ord #16-24.**

**The Plan Commission recommends conditional approval of the Conceptual Plan subject to the above comments and the following conditions:**

1. **The Conceptual Plan approval shall be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the Certified Survey Map and Preliminary Plat, which satisfies the conditions of the Conceptual Plan approval shall be submitted and considered by the Plan Commission and Village Board.**
2. The following changes shall be incorporated into the plans prior to submittal:
  - a. In the multifamily area, new public roadways will be constructed that will connect to Bain Station Road and 88th Avenue (CTH H). In addition, private parking areas, fire lanes and access will connect to the new public roads within the development. No direct driveway access will be allowed to Bain Station Road and 88th Avenue (CTH H)-show restricted access on the CSM and civil plans. Based upon a recent Traffic Impact Analysis which evaluated other Village developments approved in the area, existing traffic count information for the nearby intersection and proposed traffic from this development, Kenosha County is proposing to reconstruct the intersection of Bain Station Road and CTH H in 2017. A round-about has been approved by the County and is in the design phase for the intersection. In anticipation of the new highway improvements, the Developer is required to dedicate additional land for the widening of the Bain Station and CTH H adjacent roadways via Certified Survey Map. The Village and Kenosha County will need a dedication of 50 feet from roadway centerline to be dedicated by the Developer for both roadways. Continued coordination and additional information from the Developer will be required between the Village, County and the Developer as the project moves forward.
  - b. The south 75 feet of the proposed single family Lots 8 and 9 shall be part of Lot 2 of the proposed multi-family area and be located in a Dedicated and Landscape, Access and Maintenance Easements. That will ensure that this area is maintained and protected for future development of fences, sheds or other structures that may be part of a single family home site.
  - c. All buildings need to be setback a minimum of 25 feet from any wetlands. Show setback on the plans.
  - d. See **attached** comments from the Village Engineering Department dated May 23, 2016.
  - e. See **attached** comments from the Village Public Works Department dated June 1, 2016.
  - f. See **attached** comments from the Village Fire & Rescue Department dated June 8, 2016
  - g. See **attached** comments from the Village Building Inspection Department dated May 24, 2016.
3. The exact location and size of utility easements shall be verified with We Energies and included on the Certified Survey Map/Preliminary and Final Plats. All utility easements shall be labeled as **"Dedicated Utility Easements"**. The Homeowners

are collectively responsible for the ongoing maintenance and facility usage charges as imposed by We Energies for public and private street lighting. Pursuant to current Village procedures, the Village will coordinate billing for these charges to the Association/homeowners.

4. A public street lighting plan for the multi-family streets shall be submitted as discussed with the Village staff.
5. Address assignments for the apartment buildings will be prepared by the Inspection Superintendent.
6. Plant material in the landscaping Plan should include:
  - a. Plant material shall be 3' caliper shade trees and a mix of 6' and 8' evergreens.
  - b. Around the perimeter of the property shall be groups of 3 evergreen trees then 3 shade trees, 3'-5', in a U configuration (2 in back and 1 in front). Straight line planting shall only be done along a parkway or sidewalk.
  - c. Shade trees may consist of elm tree, Kentucky coffee tree, state street maple, ginko tree, hackberry tree, oak tree, sycamore tree, pear tree, and linden. Evergreen trees may be fir trees, Norway spruce, and black hills spruce.
7. **Upon approval of the Conceptual Plan** the following documents and electronic (pdf) copies of the following documents shall be submitted to the Village for staff review for the **development of the apartments** on Lots 2-6:
  - a. Three (3) copies of the draft CSM, application and application fee.
  - b. Zoning Text and Zoning Map Amendment application with a written narrative explaining the proposed PUD modifications and written narrative for the community benefit and the application fee.
  - c. Three (3) full size copies of the Site and Civil Engineering Plans, Landscape Plans, Architectural Plans, Building Plans for the 49 unit buildings, the 8 unit buildings and the club house.
  - d. Site Plan showing location of DSIS camera locations, head room location and detailed specifications for the system.
  - e. Street Lighting Plan.
  - f. Parking lot Photometric Plans.
  - g. On-site private Signage Plans and public roadway Signage Plans.
  - h. Public Street Tree Plan (and planting details, sizes, locations).
  - i. Sample board materials and paint colors.
8. **Upon approval of the Conceptual Plan** the following documents and electronic (pdf) copies of the following documents shall be submitted to the Village for staff review for the development of the **single family subdivision**:
  - a. Three (3) copies of the draft Preliminary Plat.
  - b. Three (3) copies of the Declarations of Restrictions, Covenants and Easements.
  - c. Three (3) copies of Subdivision By-Laws.
  - d. Three (3) copies of Articles of Incorporation.



- e. Three (3) copies of Landscaping Plans for street trees and cul-de-sac island plantings.
- f. Three (3) copies of Street Signage Plan.
- g. Three (3) copies of Street Lighting Plan.
- h. Three (3) copies of the detailed Site and Civil Engineering Plans for the single family portion.

The draft documents will be reviewed by staff prior to submittal of the required application and application fees for the Preliminary Plat and the required Zoning Map Amendment.

9. **The following comments relate specifically to the Preliminary and Final Plat for the single family portions:**

- a. Upon approval of the **Preliminary Plat for the single family** portion of the development, the following documents shall be submitted to the Village for staff review prior to the Village accepting the Final Plat application and application fee.
  - i. Three (3) draft copies of the Final Plat.
  - ii. A revised draft of the Declarations of Restrictions, Covenants and Easements, By-Laws, Articles of Incorporation, Association budget. This document shall be in final form prior to consideration of the Final Plat by the Plan Commission.
  - iii. Three (3) revised copies of the Site and Public Street Lighting Plan, including a copy of the We Energies electrical distribution system plan and contract.
  - iv. Three (3) revised copies of the Site and Street Signage Plan.
  - v. Three (3) revised draft copies of the Site and Street Landscaping Plans.
  - vi. Three (3) revised copies of the Site and Civil Engineering Plans, Profiles and Specifications.
- b. Upon Village staff review of the draft **Final Plat** and other documents as specified above, the Final Plat application, application fee and related documents shall be submitted to the Village so that the required hearing can be scheduled. In addition, a colored rendering shall be submitted to the Village of the Final Plat and Landscaping Plan. The colored renderings shall clearly show the wetlands to be preserved, the wetlands to be filled, the location of retention basins, the trees proposed to be preserved, the trees proposed to be removed. This colored drawing shall be submitted to the Village staff on a disc. The drawings shall be submitted in a tif or jpeg format for the Village's use in the PowerPoint presentation at the Plan Commission and Village Board meetings.

10. **The following comments relate to the CSM and the Final Plat:**

- a. The exact location and size of Utility Easements shall be verified with We Energies prior to CSM/Final Plat consideration.
- b. All easements shall be shown on the CSM, Preliminary and Final Plats, Site and Civil Engineering Plans and Landscaping Plans.

- c. Upon Village's approval of the Site and Civil Engineering Plans, Profiles and Specifications, the Developer shall submit two (2) copies of the final Village approved plans and specifications so that the Village can request approval from the Kenosha Water Utility (KWU).
- d. Upon written utility plan approval from the KWU, the Developer shall obtain written sewer and water approval from the WI DNR.
- e. Upon written utility plan approval from the KWU, the Developer shall obtain written 208 approval from SEWRPC.
- f. Upon Village approval of the Final Site and Civil Engineering Plans and Specifications, Landscaping Plans and Site and Public Street Lighting Plan **the following shall be submitted (paper copies as indicated and a pdf of each items) to the Village for staff review so that the Development Agreement can be prepared by the Village:**
  - i. A copy of the required wetland fill, N.O.I. Chapter 30 permits from the WI DNR and ACOE.
  - ii. A copy of the Public sanitary sewer and water approval letters from the KWU, WI DNR, and SEWRPC.
  - iii. Ownership verification documents.
  - iv. Copies of the signed contracts, certificates of insurance, and performance and payment bonds. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. (All contractors performing public work shall be pre-approved by the Village).
  - v. A Policy of Title Commitment equal to the cost of public improvements. The title policy shall indicate that the right-of-way is being dedicated free and clear of any encumbrance liens or judgments.
  - vi. Copies of the signed public street tree/landscaping contract, Street Tree/Landscaping Plan and certificate of insurance.
  - vii. Copies of the signed We Energies contract and Street Lighting Plan.
  - viii. The Erosion Control Permit application, plans and application/permit fees.
  - ix. Work in the Right-of-Way application, plans and related application/permit fees.
  - x. The Street Sweeping Cash Deposit.
  - xi. Three (3) paper copies of the Final Engineering Plans, Profiles and Specifications and.
  - xii. Three (3) paper copies of the Landscaping Plan.
  - xiii. Three (3) paper copies of the Street Signage Plan.
  - xiv. Three (3) paper copies of the Street Lighting Plan, including a copy of the We Energies electrical distribution system plan.
  - xv. A "draft" LOC shall be provided to the Village for staff review. (See comment below related to the LOC.)

- g. Upon staff review and approval of all of the requirements listed above, the CSM/Final Plat application, application materials and application fee shall be submitted for Village to schedule the required public hearing before the Village Plan Commission.
- h. At least two weeks prior to Village Board consideration of the CSM or the Final Plat, Development Agreement and related documents the following shall be finalized and submitted:
  - i. The Original CSM/Final Plat, 3 full-size copies and a pdf copy with a copy and the State DOA approval letter.
  - ii. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - iii. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - iv. Recorded Articles of Incorporation for the Homeowner's Association.
  - v. Final Declaration of Restrictions, Covenants and Easements.
  - vi. Final Homeowner's Association By-Laws.
  - vii. Title Report Commitment, updated the day before closing and again within seven (7) days after closing and recording of the documents.
  - viii. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the Final Plat and Memorandum of Development Agreement.
- i. A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. *IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit..* The Cash payments and the "Final" LOC shall be provided prior to the Village at the closing.
- j. The Final Engineering Plans and CSM/Final Plat shall be submitted to the Village in electronic format which satisfies the following acceptance criteria. Exceptions will be considered to these rules on a case-by-case basis by the Village. Written approval for any exceptions must be obtained from the Village of Pleasant Prairie at the start of the project. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.
- k. Upon Village Board approval of the CSM/Final Plat and within seven (7) days of said approval the Village will host a closing to have the CSM/Final Plat and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing a recorded copy (PDF) of all documents to the Village within 72 hours of closing with the Village.

- l. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at a Village Municipal Building with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
- m. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
- n. All Village fees incurred by the Village Engineering Department or Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
- o. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.
- p. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreements on file with the Village.

**Other Comments:**

- 1. Bain Station Road is anticipated to be improved in the future to a collector street as a result of this development. The development's cost share responsibility for these future improvements needs to be discussed/evaluated and made part of the development terms of approval. (Discuss with Kenosha County and Village Engineering).
- 2. Access to CTH H shall be approved by Kenosha County. Kenosha County will need to review and approve the proposed drive connection and geometrics on CTH "H".
- 3. Kenosha County is proceeding with developing plans for a round-about at CTH H and Bain Station Road. The cost of the intersection improvements and the Development's contribution needs to be evaluated. Dedication of 50 foot from C/L is required for both CTH H and Bain Station Road.
- 4. The Sewer D sanitary sewer assessment was based on estimated density from the area neighborhood plan. The proposed density is greater than the neighborhood plan; therefore the assessment for the property will need to be evaluated and additional costs determined.
- 5. All outstanding special assessments, rights of recovery and contributions for future improvements to Bain Station Road and round-about shall be paid prior to development approval. Outstanding fees, assessment and costs shall be verified with the Village's Finance Department.
- 6. Detailed cost estimates will need to be evaluated with widening of Bain Station Road. (Forthcoming from Village Engineer).
- 7. Impact Fees are due and payable at the time of building permit for each new unit created.



**ORD. # 16-24**

**ORDINANCE TO AMEND  
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
2035 COMPREHENSIVE PLAN  
PURSUANT TO CHAPTER 390 OF THE  
VILLAGE MUNICIPAL CODE**

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

1. **To amend the Prairie Ridge Neighborhood Plan (*Neighborhood Plan 21 of Appendix 9-3 of the Comprehensive Plan*) as shown and described in Exhibit 1.**

2. **The Village of Pleasant Prairie Land Use Plan Map 9.9 is hereby amended as follows:**

To amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve designation from the properties (Tax Parcel Numbers 91-4-122-084-0203 and 91-4-122-084-0342) and to change the area field identified as wetlands into the Park, Recreational and Other Open Space Lands with an Interpolated Wetlands land use designations from the Upper Medium Residential land use designation (wetlands are shown and legally described on *Exhibit 2*).

3. **Appendix 10-3 entitled "Amendments to the 2035 Land Use Plan Map 9.9 is hereby updated to reference said amendment.**

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

**Adopted this 20<sup>th</sup> day of June 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

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

Ord #16-24  
CODE1605-001

## **Neighborhood Plan 21 of Appendix 9-3 Prairie Ridge Neighborhood**

The Prairie Ridge Neighborhood is generally located south of STH 50 (75<sup>th</sup> Street) west of the Union Pacific Railway, north of CTH C (Wilmot Road) and Bain Station Road and east of 104<sup>th</sup> Avenue in the Village. A Neighborhood Plan for the Prairie Ridge Neighborhood has been prepared adopted on May 10, 2004 by the Plan Commission by Resolution #04-07 and the Village Board adopted a resolution of support on May 17, 2004 by Resolution #04-24. Since 2004 ~~three (3)~~ four (4) amendments have been adopted including:

- An amendment approved by the Plan Commission on August 22, 2005 by Resolution 05-11 and the Village Board concurred and adopted a resolution of support on September 6, 2005 by Resolution #05-51.
- Two (2) amendments approved by the Plan Commission on December 11, 2006 by Resolutions #06-25 and #06-27 and the Village Board concurred and adopted a resolution of support for both amendments on December 18, 2006 by Resolutions #06-57 and #06-59.
- An amendment approved by Plan Commission on June 13, 2016 by Resolution #16-09 and the Village Board adopted Ord #16-24 on June 20, 2016.

### **The Prairie Ridge Neighborhood Plan (adopted May 10, 2004 by Plan Commission Resolution #04-07) includes:**

**COMMERCIAL AREAS:** Approximately 187 acres of land within the neighborhood is identified as commercial—these areas include a Community Commercial Area in the Prairie Ridge Development south of STH 50 and east of 88<sup>th</sup> Avenue on STH 50, and a Community Commercial area at the southwest corner of CTH C and CTH H which includes the existing Tri-Clover building currently being used as warehousing for Rust-Oleum Corporation and Kenosha Grounds Care operating south of the Village Fire Station #2.

**GOVERNMENT AND INSTITUTIONAL AREAS:** Approximately 102 acres of land within the neighborhood are identified as Government and Institutional Uses. These include St. Catherine's Hospital, Extended Love Child Development Center, Grande Prairie, Hospice Alliance, Pleasant Prairie Elementary School, St. Anne Church, United Methodist Church and Pleasant Prairie Fire Station #2.

**RESIDENTIAL AREA:** Approximately 461.5 acres of land (excluding existing and future rights-of-way, commercial and government & institutional areas, wetlands and other open space) within the neighborhood are proposed to be developed as Residential. While a majority of this neighborhood is developed, the southeastern portion of the neighborhood has vacant land that could be developed with residential development. There are 628 existing single family units and 564 existing multi-family units within the Neighborhood and these existing residential developments in the Neighborhood include: Prairie Ridge Subdivision, residential development at Bain Station Road and 104<sup>th</sup> Avenue, Lexington Village Apartments, Westwood Estates Manufactured Home Park, Hidden Oaks Apartments and scatter residential along the arterial highways.

The Neighborhood Plan proposes 99 more single family units and 783 more multi-family units. The additional multi-family units include:

- 401 senior housing apartment units in Prairie Ridge at 94<sup>th</sup> Avenue and Prairie Ridge Boulevard (located in 4 additional buildings);
- 98 condominium units in Prairie Ridge located at 97<sup>th</sup> Court between Prairie Ridge Boulevard and 94<sup>th</sup> Avenue known as Arbor Ridge and specifically including: 15-2 unit



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buildings, 5-4 unit buildings; and 8- 6 unit buildings;

- 40 condominium units (10-four unit buildings) located south of CTH C at 94<sup>th</sup> Avenue.
- 96 condominium units (8-three unit buildings 29-two unit buildings and 14-one unit buildings) located at the north of Bain Station Road and west of 88<sup>th</sup> Avenue. (the 14 single unit condominiums are included in the proposed single family unit count)
- 90 condominiums units (3-eight unit buildings, 1-six unit building and 15-four unit buildings and 60 apartment units (5 12 unit buildings) to be known as Bain Station Condominiums and Bain Station Apartments.
- 12 units at either 4-three unit buildings or 3-four unit buildings located at east of 88<sup>th</sup> Avenue at Wilmot Road.

The two areas proposed for additional single family development with lots averaging about 20,000 square feet are located at Bain Station Road and 94<sup>th</sup> Avenue and Bain Station Road and 88<sup>th</sup> Avenue. Two (2) wooded areas within the Neighborhood are proposed to be preserved, while providing with limited development. The wooded area located south of 82<sup>nd</sup> Street east of 88<sup>th</sup> Avenue is currently zoned C-2, Upland Resource Conservancy District and pursuant to this district a minimum lot size for the development of a single family home is 5 acres; therefore two 5 acre parcels are proposed. The wooded area located east of 88<sup>th</sup> Avenue at Wilmot Road is also zoned C-2 and is proposed to be preserved, with the non-wetland areas west of the woods on 88<sup>th</sup> Avenue is proposed to be developed with no more than 12 units—either 4-three unit buildings or 3-four unit buildings.

In accordance with the Village 2010 Comprehensive Plan, the overall net density for the Prairie Ridge Neighborhood recommends that the Neighborhood be developed within the Upper-Medium Residential land use category with the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the neighborhood to have larger lots while some areas have smaller lots — however all new single family lots within the neighborhood are proposed to be a minimum of 15,000 square feet. The net density of the neighborhood as shown on Plan is 9,693 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,074 dwelling units). This density is in compliance with the Village 2010 Comprehensive Plan.

**Alternative A:** This alternative at the northwest corner of Bain Station Road and 88<sup>th</sup> Avenue proposes that only the property occupied by St. Anne Parish Center be shown as Institutional and the other area shown as institutional be changed to residential. This alternative alters the density calculations slightly by adding approximately 1 acre to the residential land use category and subtracting an acre from the Institutional land use category.

**NEIGHBORHOOD PARK:** The Comprehensive Land Use Plan indicates that a five acre park be located adjacent to Pleasant Prairie Elementary School. This park area was constructed as part of the construction of Pleasant Prairie Elementary School.

**WETLAND AREAS:** The Neighborhood Plan identifies approximately 65 acres of land within wetlands. Prior to consideration of any proposed Conceptual Plans, wetlands shall be field verified by a certified biologist in accordance with the Village wetland regulations. Some of the wetlands within the undeveloped area have been field verified. Upon field verification of wetlands the plan may need to be altered in order to preserve the wetlands.

**RETENTION AREAS:** The Neighborhood Plan indicates areas within existing retention facilities and proposed areas for future storm water management facilities. At the time that any Conceptual Plans are to be considered for any portion of the neighborhood, the developer's engineer will be required to evaluate the development site, based on actual field



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conditions and shall present a storm water management facility plan which meets the Village requirements for Village review.

**ACCESS TO ARTERIAL ROADS:** The Neighborhood Plan indicates four (4) new street access points to Bain Station Road, two new access points to CTH H, one new access point to CTH C and no new access to STH 50. A third access may be required onto CTH H at 82<sup>nd</sup> Street and another new access to Wilmot Road for future Commercial Development at CTH C and CTH H. 94<sup>th</sup> Avenue, a local arterial is proposed to be extended south to Bain Station Road. At the time that any portion of the neighborhood is proposed to be developed, proper access will be required to adequately service the proposed development. In addition, the long-range transportation plan indicates that STH 50, CTH H, CTH C and Bain Station Road should be widened when traffic counts/new developments warrant such improvements.

**POPULATION PROJECTIONS FOR THE NEIGHBORHOOD:** The vacant portion of this neighborhood will not develop until the current property owners wish to develop there land; however, neighborhood planning is essential for the orderly growth of the community and establishes a framework as to how development should occur and, if and when it should occur. The neighborhood plan is a guide for property owners and developers—therefore the population will increase on an incremental basis as the neighborhood develops over time. Based on the 2000 census information for the Village of Pleasant Prairie the average number of persons per household is 2.73 and school age children between the ages of 5 and 19 make up 23% of the population. In addition, the Village is assuming 1.5 per unit in the senior housing apartments within the neighborhood.

**Current population** within the neighborhood:

- 628 dwelling units--assumes that each existing lot has an occupied dwelling unit
- 120 senior housing units
- 1,714 persons with school age children (which includes 394 school age children)
- 180 seniors at the Prairie Ridge Senior Campus
- Total existing population 1,894 persons and 394 school age children

**Projected populations** within the neighborhood based on the number of households proposed for this neighborhood when fully developed:

- 1,433 dwelling units
- 521 senior housing units
- 3,912 persons with school age children (which includes 899 school age children)
- 782 seniors at the Prairie Ridge Senior Campus
- Total proposed ~~populated~~ population with 4,694 person and 899 school age children.

The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their planning. A KUSD Master Plan is being prepared by KUSD staff to be completed this spring, which is to address growth in the district. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie (.42 x number of dwelling units), 602 public school age children are likely to come from this neighborhood.

**The amendment approved by Plan Commission Resolution 05-11 and Village Board Resolution #05-51 included an amendment to the Prairie Ridge Neighborhood Plan for a 51.2 acre property generally located south of CTH C (Wilmot Road), north of Bain Station Road at 94<sup>th</sup> Avenue.**





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The Prairie Ridge Neighborhood Plan adopted in 2004 indicated that this land be developed with approximately 48 single family lots and 10 four (4) unit condominium buildings adjacent to CTH C and west of the existing manufacturing facility on the subject property. A detailed wetland staking was completed on the property and the location of the actual field delineated wetlands was different than what was shown on the Village interpolated wetland maps. As a result, the developer determined that the best use for the site would be for the entire site to be developed with single family lots. The amendment proposed 81 single family lots or 7 residential units less than Plan adopted in 2004

This amendment to the Neighborhood Plan has little effect on the overall density of the Prairie Ridge Neighborhood and complies with the Village 2010 Comprehensive Use Plan. Pursuant to the 2004 Plan, approximately 461.5 acres of land (excluding existing and future rights-of-way, commercial and government & institutional areas, wetlands and other open space) within the neighborhood are proposed to be developed as Residential and there are 628 existing single family units and 564 existing multi-family units within the Neighborhood including: Prairie Ridge Subdivision, residential development at Bain Station Road and 104<sup>th</sup> Avenue, Lexington Village Apartments, Westwood Estates Manufactured Home Park, Hidden Oaks Apartments and scatter residential along the arterial highways. The amendment increased the number of proposed single family lots in the Neighborhood from approximately 99 to 132 single family units and reduce the proposed number of multifamily units in the Neighborhood from 783 units to 743 multi-family units.

In accordance with the Village 2010 Comprehensive Plan, the Prairie Ridge Neighborhood is classified as Upper-Medium Residential land use category which requires the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the neighborhood to have larger lots while some areas have smaller lots. The net density of the neighborhood with the proposed amendment will be increased to approximately 9,725 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,067 dwelling units) from approximately 9,693 square feet per dwelling unit (461.4882 net residential acres multiplied by 43,560 square feet in an area divided by 2,074 dwelling units). This density is in compliance with the Village Comprehensive Plan.

The population projections for the neighborhood will decrease slightly as a result of the proposed amendment as described below:

**Current population** within the neighborhood is 1,894 persons and 394 school age children (assumes that each existing lot has an occupied dwelling).

- 1,714 persons (628 dwelling units x 2.73 persons per household); plus
- 180 seniors at Prairie Ridge Senior Campus (120 senior housing units x 1.5 person per household)
- 394 school age children (23% of 1,714 persons with school age children)
- 263 public school age children (42% of 628 dwelling units)

**Projected populations** within the neighborhood based on reducing the total number of dwelling units in the neighborhood by seven units would adjust the projections down from 4,904 persons and 1,080 school age children to 4,885 persons and 944 school age children (based on the number of households proposed for this neighborhood when fully developed).

- 4,103 persons (875 proposed plus 628 existing dwelling units x 2.73 persons per household); plus



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- 782 seniors a Prairie Ridge Senior Campus (521 total senior housing units x 1.5 person per household)
  - 944 school age children (23% of 4,103 persons with school age children)
  - 631 public school age children (42% of 1503 dwelling units)

*[Note: Based on the 2000 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.73 and school age children between the ages of 5 and 19 make up 23% of the population. In addition, the Village is assuming 1.5 persons per unit in the senior housing apartments within the neighborhood. The Village provides copies of proposed developments to the Kenosha Unified School District to assist in their planning. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of students that will attend public school is 42% of the number of dwelling units.]*

**The amendment approved by Plan Commission Resolution #06-25 and the Village Board Resolution #06-57 amended the 2004 Neighborhood Plan for the land at the northeast corner of Bain Station Road and 88<sup>th</sup> Avenue (CTH H) as a result of a development of a mixed residential development.**

The 2004 Neighborhood Plan indicated that this area be developed with 152 multi-family units and 40 single family lots for a total of 192 dwelling units. The amendment to the Neighborhood Plan for this area included 44 new single family lots, razing 5 existing single family homes, 108 new condominium units (10-4 unit buildings, 6-6 unit buildings and 4-8 unit buildings) and 95 new multi-family senior condominium units and for a total of 242 new dwelling units (50 units more than approved on the 2004 Neighborhood Plan) which slightly exceeds the density for this property and would also increase the overall density of the neighborhood and projected population for the neighborhood; however due to the increase of senior housing the number of school age children slightly decreases as described below:

The projected population and density within the Neighborhood based on the increase of 50 dwelling units within this area includes:

- 1,501 existing and proposed dwelling units (excluding senior housing units)
- 616 senior housing units
- 2,117 total dwelling units
- 4,098 persons (1,501 proposed dwelling units x 2.73 persons per household);
- 924 seniors a Prairie Ridge Senior Campus (616 total senior housing units x 1.5 person per household)
- 5,022 persons is the total estimate of population
- 943 school age children (23% of 4,098 persons with school age children) or 630 public school age children (42% of 1501 dwelling units)
- The average lot size per dwelling unit for the neighborhood as amended is 9,506 square feet per dwelling unit (462 net residential acres multiplied by 43,560 square feet in an area divided by 2,117 total dwelling units—existing and proposed)

**The amendment approved by Plan Commission Resolution #06-27 and the Village Board Resolution #06-59 included an amendment to the 2004 Neighborhood Plan by changing the two (2) properties at the northwest corner of Bain Station Road and 88<sup>th</sup> Avenue (CTH H) from and Institutional use to a residential land use designation.**



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**The amendment approved by Plan Commission Resolution 16-09 and Village Board Ord. #16-24 included an amendment to the Prairie Ridge Neighborhood Plan for a 34.5 acre properties generally located west and north of Bain Station Road and CTH H (88<sup>th</sup> Avenue) to be known as Fountain Ridge.**

The Prairie Ridge Neighborhood Plan that was originally adopted in 2004 indicated that this 34.5 acres of land be developed with approximately 96 residential units (8-3 unit buildings, 29-2-unit buildings and 14-1 unit buildings). The amendment proposes to allow for the development of the properties with 246 units (3-49 unit buildings, 10-8 unit buildings and 19 single family lots) to be known as Fountain Ridge. This represents an increase of 150 residential units. The amendment to the Neighborhood Plan alters the 472 net residential acres within the neighborhood to 468 net residential acres (removing 4.09 acres for the proposed public streets and the field delineated wetlands for the proposed Fountain Ridge Development).

In accordance with the Village 2010 Comprehensive Plan, the Prairie Ridge Neighborhood is classified as Upper-Medium Residential land use category which requires the average lot area per dwelling unit fall within the range of 6,200 square feet and 11,999 square feet per dwelling unit. This allows for areas of the Neighborhood to have larger lots while some areas have smaller lots. Since adoption of the 2004 Neighborhood Plan including the 2005 and 2006 amendments, the existing number of dwelling units has changed.

The Neighborhood Plan includes the following existing (1,643 units) and proposed (574 units) residential units for a total of 2,217 total residential units within the Neighborhood including the proposed Fountain Ridge development:

Single Family existing (754 units) and proposed (19 units) for a total of 773 units:

- 215 single family lots in Prairie Ridge and Prairie Ridge Addition #1 Subdivisions
- 81 single family lots in Ashbury Creek Subdivision
- 43 single family lots in the Settlement at Bain Station Crossing Subdivision
- 344 single family units in Westwood Manufactured Home Park
- 71 other single family lots with the neighborhood
- **19 proposed single Family lots (Fountain Ridge)**

Apartments-existing (668 units) and proposed (224 units) for a total of 892 units:

- 324 apartment units at Hidden Oak (9-36 unit buildings)
- 120 apartment units at Lexington Village ( 9 12 unit buildings and 2-6 unit buildings)
- 164 apartment units at Cobblestone Creek (1-36 unit building, 1-40 unit building and 2-44 unit buildings)
- **224 proposed apartment units at Fountain Ridge (3-49 units and 8-10 condo-style unit apartment buildings)**

Senior Housing-existing (191 units) and proposed (161 units) for a total of 352 units:

- 191 existing senior housing apartment units in Prairie Ridge Senior Campus (2 buildings) at 94<sup>th</sup> Avenue and Prairie Ridge Boulevard
- 95 proposed senior housing apartment units (Bain Station Crossing)
- 66 proposed senior housing apartment units (Addison 2<sup>nd</sup> Phase)



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Condominium units –existing (30 units) and proposed (170 units) for a total of 200 units

- 98 proposed condominium units in Prairie Ridge located at 97<sup>th</sup> Court between Prairie Ridge Boulevard and 94<sup>th</sup> Avenue known as Arbor Ridge and specifically including: 15-2 unit buildings, 5-4 unit buildings; and 8- 6 unit buildings
- 90 proposed condominiums units (3-8t unit buildings, 1-6 unit building and 15-4 unit buildings and 60 apartment units (5 12 unit buildings) to be known as Bain Station Condominiums and Bain Station Apartments
- 12 proposed condominium units at either 4-3 unit buildings or 3-4 unit buildings located at east of 88<sup>th</sup> Avenue at Wilmot Road

The net density of the Neighborhood with the proposed amendment will be increased to approximately 9,194 square feet per dwelling unit (467.91 net residential acres multiplied by 43,560 square feet in an area divided by 2,217 dwelling units). This density is in compliance with the Village Comprehensive Plan.

**Population and school age children:**

**Current population** within the Neighborhood is 3,951 persons with 1,023 school age children with 610 public school age children (assumes that each existing living unit is occupied on all properties).

- 2,021 persons (754 single family units x 2.68 persons per household); plus
- 81 persons (30 condo units x 2.68 persons per household); plus
- 1,564 persons (668 apartment units x 2.34 persons per household); plus
- 287 persons (191 Senior Apartments x 1.5 person per household)
- 1,023 school age children (27.9% of 3,665 persons with school age children)
- 610 public school age children (42% of 1,452 dwelling units)

**Projected population** within the Neighborhood is 5,223 persons which include 1,310 school age children wherein 784 are estimated to attend public schools (based on the number of units proposed for this Neighborhood when fully developed).

- 2,072 persons (773 single family units x 2.68 persons per household); plus
- 536 persons (200 condo units x 2.68 persons per household); plus
- 2,088 persons (892 apartment units x 2.34 persons per household); plus
- 528 persons (352 Senior Apartments x 1.5 person per household)
- 1,310 school age children (27.9% of 4,695 persons with school age children)
- 784 public school age children (42% of 1,865 dwelling units)

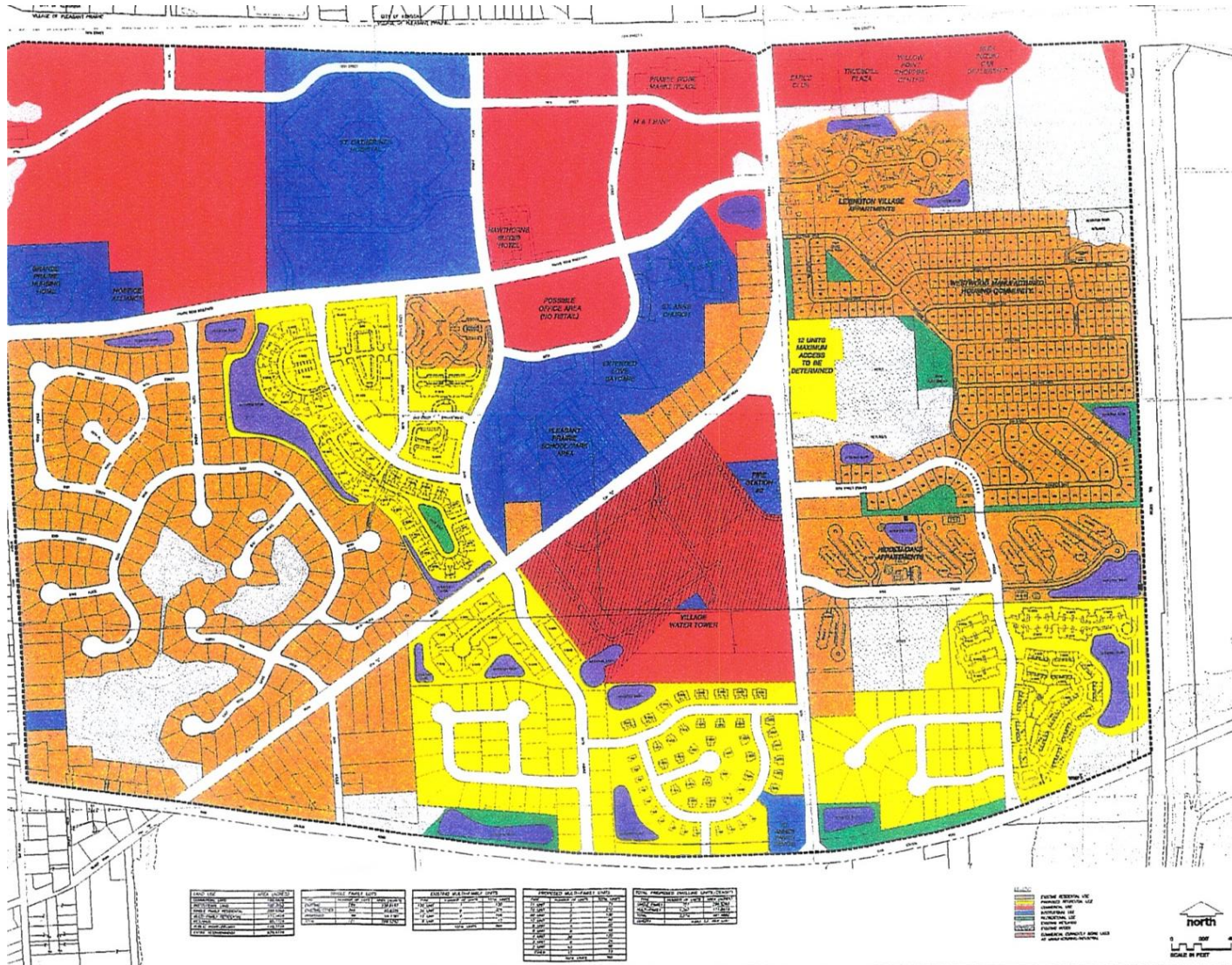
[Note: Based on the 2010 Census information for the Village of Pleasant Prairie the average number of persons per household is 2.68 (a decrease from 2.73 in 2000) and the average number of person per rental housing is 2.34 and school age children between the ages of 5 and 19 make up 27.9% of the population (an increase from 23% in 2000). In addition, the Village is assuming 1.5 persons per unit in the senior housing apartments within the neighborhood. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of students that will attend public school is 42% of the number of dwelling units.]





## Neighborhood Plan Map 21 Prairie Ridge Neighborhood

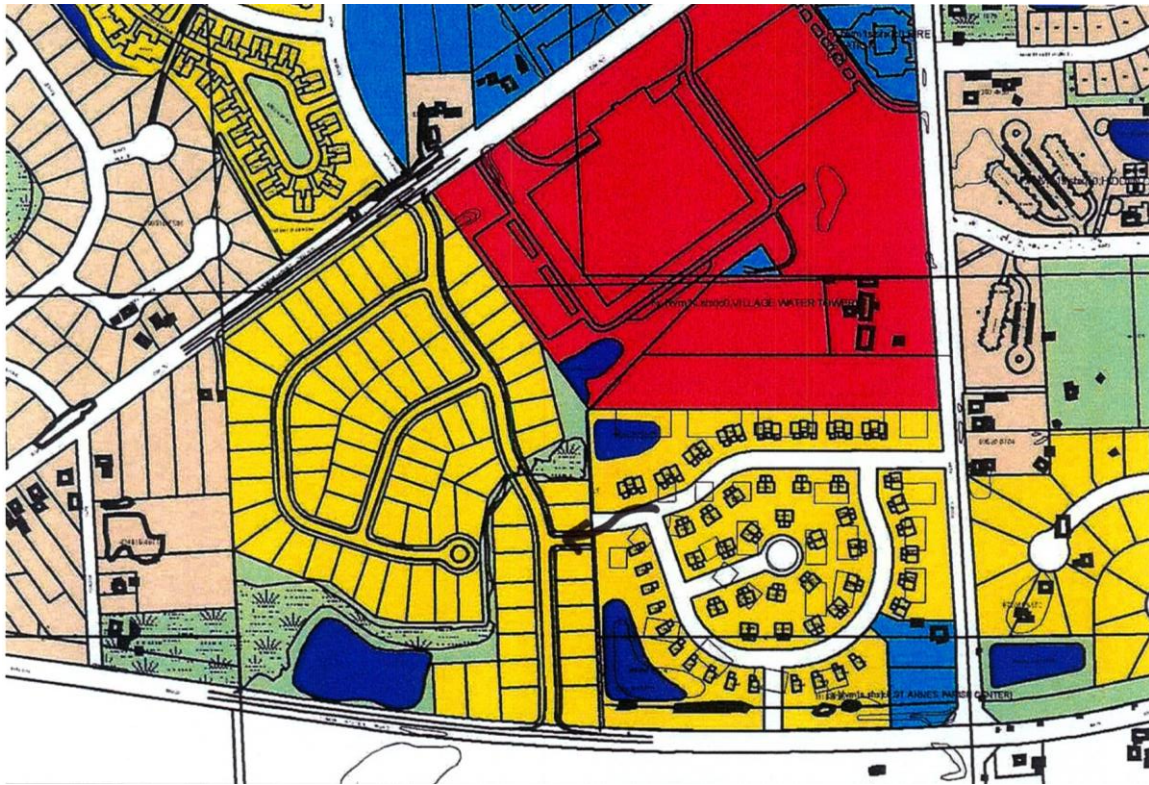
**Adopted by Plan Commission Resolution #04-07 and Village Board Resolution #04-24**





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**Neighborhood Plan Map 21  
Prairie Ridge Neighborhood  
Amendment adopted by Plan Commission Resolution #05-11 and Village Board  
Resolution #05-51**



**Neighborhood Plan Map 21  
Prairie Ridge Neighborhood**

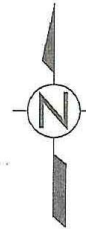
**Amendment adopted by Plan Commission Resolution #06-25 and Village Board Resolution #06-57**

**PRAIRIE RIDGE NEIGHBORHOOD PLAN  
BAIN STATION CROSSING AMENDMENT**



**Site Legend**

- EXISTING RESIDENTIAL USE
- PROPOSED RESIDENTIAL USE
- PROPOSED MULTI-FAMILY RESIDENTIAL
- OPEN SPACE
- TRANSPORTATION AND UTILITIES
- FLOODPLAIN
- RETENTION POND USE
- WETLANDS
- EXISTING WOODLANDS PRESERVED
- EXISTING WOODLANDS REMOVED
- EXISTING PUBLIC RIGHTS-OF-WAY
- PROPOSED PUBLIC RIGHTS-OF-WAY
- EXISTING LOT LINES
- PROPOSED LOT LINES
- PROPOSED PRIVATE ROADWAY



**NM  
& B**

**NIELSEN MADSEN & BARBER S.C.**

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS  
1530 WASHINGTON AVE. RACINE, WI, 53403  
TEL: (414) 226-2000 FAX: (414) 226-2004 EMAIL: NM&B@NMBARC.NET

Prepared  
for

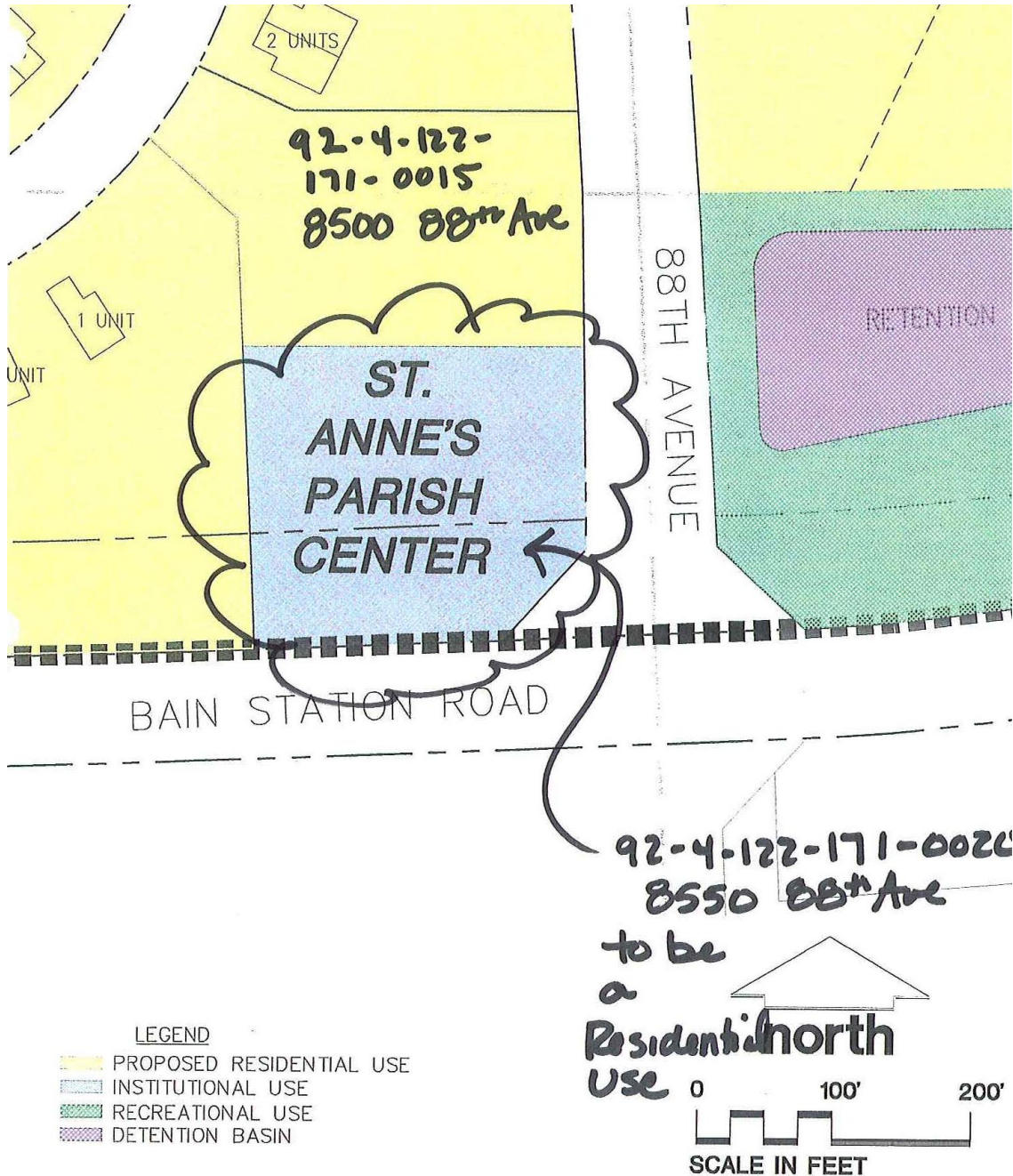
Settlement At Bain  
Stallon, LLC  
Michael D'worth 7500  
South 13th Street  
Oak Creek, WI 53154  
(414) 764-7600  
(414) 764-7800 (Fax)

Date: November 9, 2006



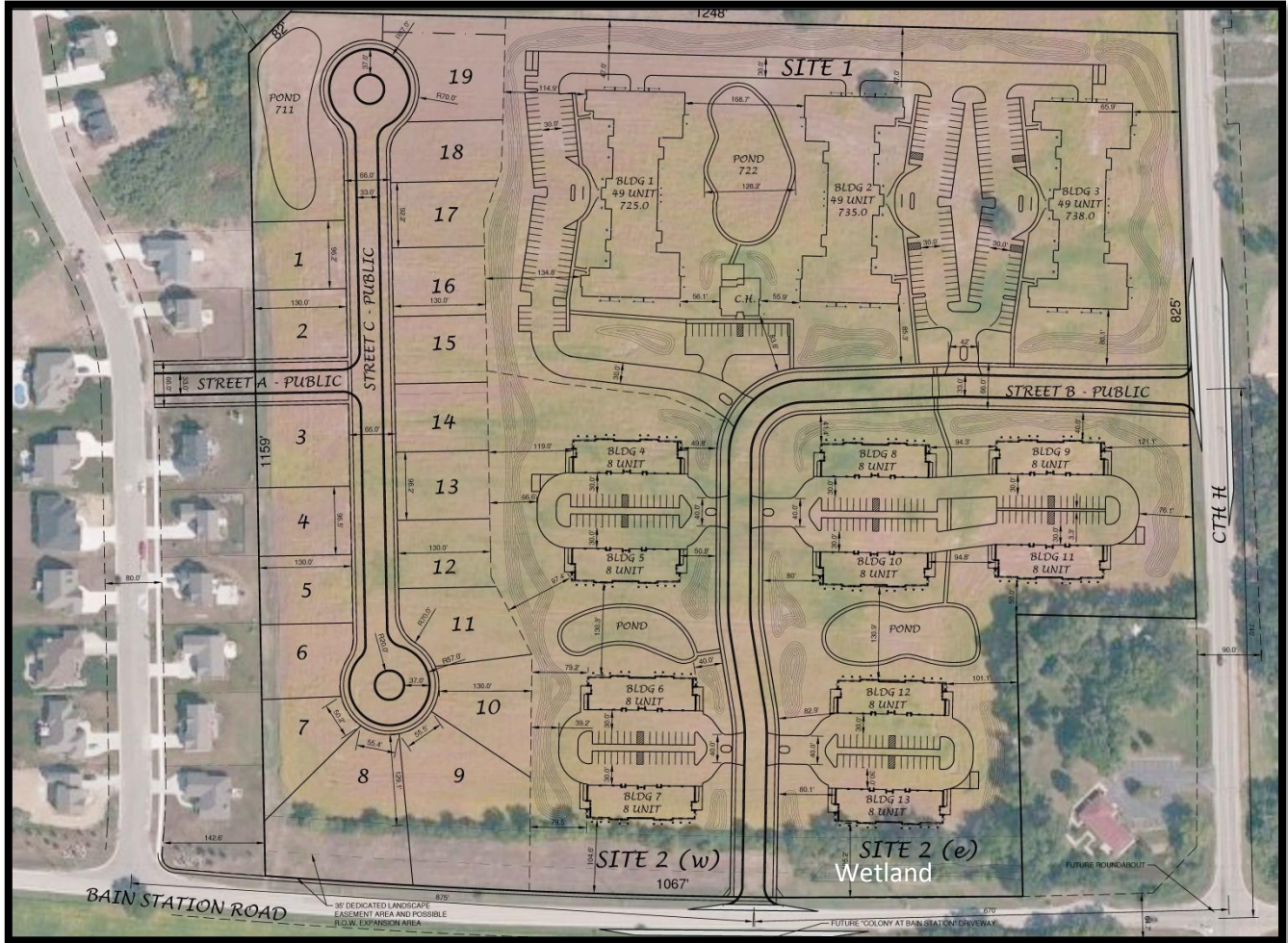


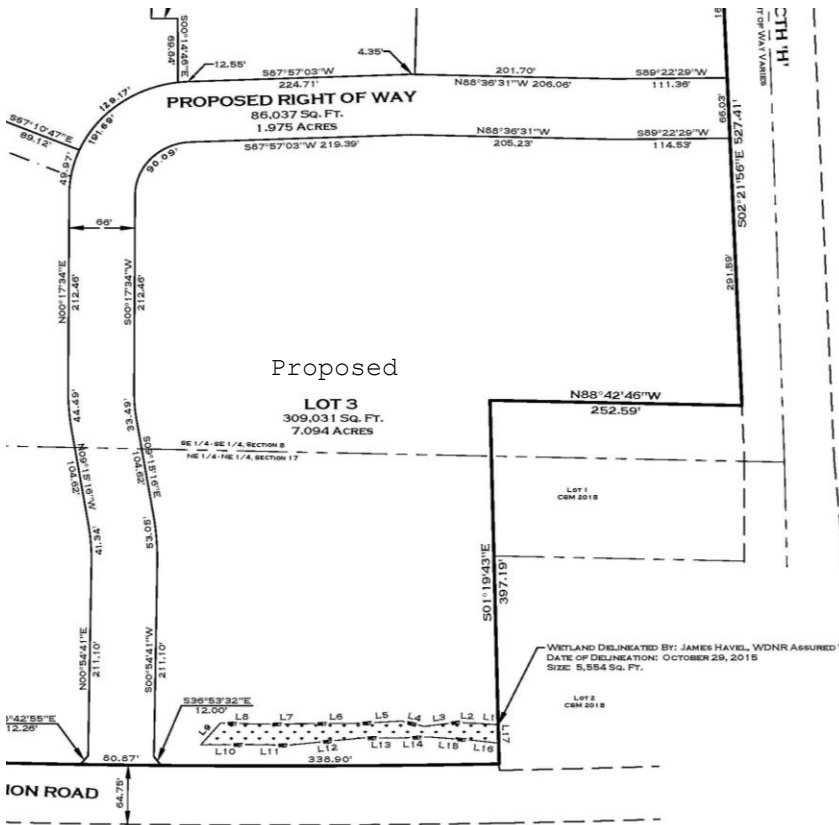
**Neighborhood Plan Map 21  
Prairie Ridge Neighborhood  
Amendment adopted by Plan Commission Resolution #06-27 and Village Board  
Resolution #06-59**





**Neighborhood Plan Map 21  
Prairie Ridge Neighborhood  
Amendment adopted by Plan Commission Resolution #16-09  
and Village Board Ord . #16-24**





**WETLAND LEGAL DESCRIPTION AND NOTE**

PART OF OUTLOT 2, ASHBURY CREEK SUBDIVISION, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N, R22E, VILLAGE OF PLEASANT FRANK, KENOSHA COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 2; THENCE N01°19'43"W, 22.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°19'43"W, 20.00 FEET; THENCE N85°25'31"W, 20.95 FEET; THENCE N87°34'26"W, 21.35 FEET; THENCE S82°32'43"W, 32.61 FEET; THENCE N75°30'32"W, 23.08 FEET; THENCE S86°34'46"W, 39.01 FEET; THENCE S59°30'13"W, 53.57 FEET; THENCE S89°24'00"W, 46.15 FEET; THENCE N89°42'19"E, 49.09 FEET; THENCE S88°49'57"E, 39.07 FEET; THENCE N83°52'11"E, 76.65 FEET; THENCE S89°24'35"E, 32.62 FEET; THENCE N87°40'55"E, 30.69 FEET; THENCE S85°28'51"E, 42.75 FEET; THENCE S83°08'18"E, 28.54 FEET TO THE POINT OF BEGINNING.

ONE ISOLATED WETLAND WAS IDENTIFIED ON THE PARCEL. REFERENCE THE WETLAND REPORT, PREPARED BY NES ECOLOGICAL SERVICES, DATED JANUARY 15, 2016. REMAINING 1,499,169 SQUARE FEET (34.417) OF THE PARCEL IS IDENTIFIED AS UPLAND.

**WETLAND LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	20.95'	N85°25'31"W
L2	21.35'	N87°34'26"W
L3	32.61'	S82°32'43"W
L4	23.08'	N75°30'32"W
L5	39.01'	S86°34'46"W
L6	53.57'	S89°30'13"W
L7	46.15'	S89°24'00"W
L8	42.69'	N88°32'59"W
L9	30.61'	S39°48'08"W
L10	49.09'	N89°42'19"E
L11	39.07'	S88°49'57"E
L12	76.65'	N83°52'11"E
L13	32.62'	S89°24'35"E
L14	30.69'	N87°40'55"E
L15	42.75'	S85°28'51"E
L16	28.54'	S83°08'18"E
L17	20.00'	N01°19'43"W

**SURVEYOR:**

TROY E. HEWITT  
 PROFESSIONAL LAND SURVEYOR #2831  
 ROBERT E. LEE & ASSOCIATES, INC.  
 1250 CENTENNIAL CENTRE BOULEVARD  
 HOBART, WI 54155



**ROBERT E. LEE & ASSOCIATES, INC.**  
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155  
 920-662-9641 WWW.RLEESNC.COM



## MEMORADUM

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

TO: Peggy Herrick, Assistant Planner / Assistant Zoning Administrator

FROM: Matthew Fineour, P.E., Village Engineer

SUBJ: Fountain Ridge – 2016-05-10 Concept Plan  
Concept Plan Review  
DEV1605-002

DATE: May 23, 2016

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Dear Peggy,

The Engineering Department has completed a reviewed of the revised Fountain Ridge concept plan referenced above. Based on our review, we have the following comments listed below. As the concept plan is not very detailed, our review was cursory and further comments may be provided as detailed plans are provided.

1. The geometry of the cul-de-sac(s) shall be revised in accordance the Village's standard cul-de-sac dimensions. See attachment.
2. The concept plan shall show the planned "Colony at Bain Station" entrance for Outlot 2 of Bain Station Crossing. The distance between entrance drives shall be shown / labeled and evaluated by the County. An acceptable separation distance shall be maintained. (Reiterated Comment) – Note: The current concept plans shows this entrance off of Bain Station Road which is incorrect, it is located on CTH H.
3. Some of the buildings appear to have underground parking. No storm water will be allowed in the sanitary sewer. The plan will need to accommodate a storm water collection system near the parking entrance to collect storm water runoff and pump or gravity feed to the on-site storm water facilities. (Reiterated Comment)
4. Provide sidewalk pedestrian crossings on Street C to Street A at both the north and south intersection legs.
5. The Village has adopting new/updated design standards and construction specifications. This development will be subject to these specifications / standards. The Village of Pleasant Prairie 2016 Design Standards and Construction Specifications can be found on the Village's website:

<http://www.pleasantprairieonline.com/services/engineering/index.asp>

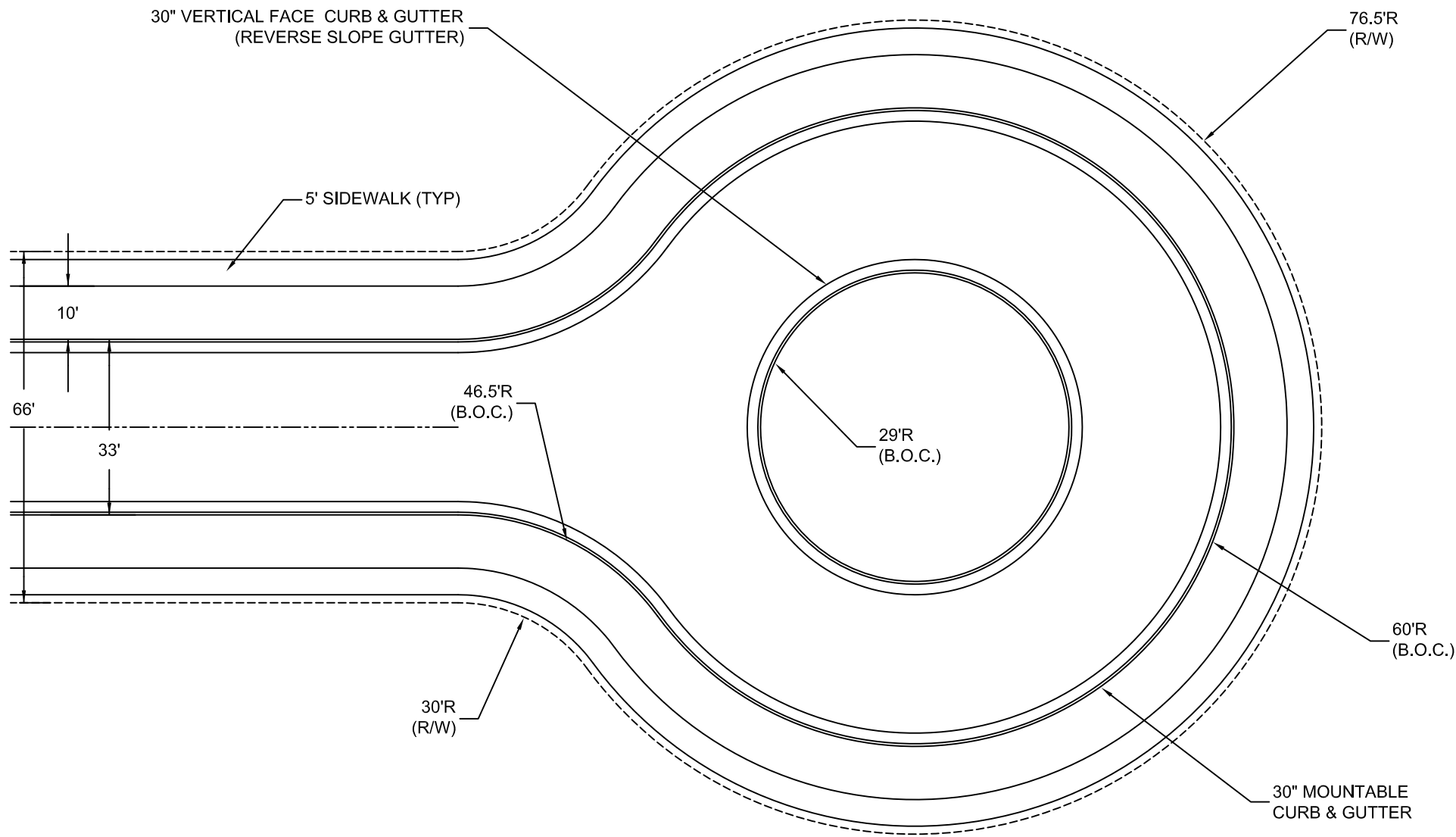
6. Shift the sanitary and water utilities located north of building 4 further north to be located within the pavement area.

7. Adjust the utility alignment and or lot lines so water, sanitary, and storm utilities are parallel to the lot lines, wherever possible.
8. Consideration shall be given to adjusting Outlot 1 to include the private storm sewer located on the north side of lot 19.
9. Private vs. Public utilities (storm, water, sanitary) shall be designated on the plans for review.
10. Show Street A connecting to 94<sup>th</sup> Avenue. Also, label 94<sup>th</sup> Avenue on the plans.
11. Additional utility easements will need to be provided on the plat as the project design progresses.
12. The landscaping plan needs to include street trees along the public roadways.
13. A lighting plan shall be provided.
14. Bain Station is anticipated to be improved in the future to a collector street as a result of development. The development's cost share responsibility for these future improvements needs to be discussed / evaluated and made part of the development terms of approval. (Reiterated Comment)
15. A conceptual grading plan shall be provided. Currently no proposed topography is shown. It is noted that there is significant topographic relief on the site from west to east based on County topographic mapping. (Reiterated Comment)
16. A preliminary storm water management plan shall be submitted. The development shall meet storm water management requirements as set forth in Chapter 298 of the Village ordinances. (Reiterated Comment)
17. The 100-year overland flood route(s) shall be conveyed to the retention facilities. The proposed pond location(s) shall be reviewed to ensure that this criteria will be met. The ability to meet this requirement appears questionable based on the current layout. (Reiterated Comment)
18. Fire lanes and turning radii to service internal buildings shall be identified. Fire truck access and hydrant locations will need to be reviewed and approved by the Fire Department. (Reiterated Comment)
19. It is our understanding that Kenosha County is proceeding with developing plans for a round-about at CTH H and Bain Station Road. Intersection designs at Bain Station and CTH H will need to be coordinated with the roundabout design as the project progresses.

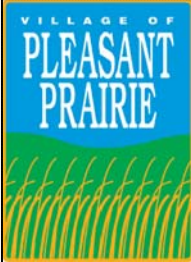


20. Kenosha County will need to review and approve the proposed drive connection and geometrics on CTH "H". (Reiterated Comment)
21. A phasing plan is required to be submitted and reviewed if the development will be constructed in phases. Engineering plans will need to show and incorporate the planned phasing. (Reiterated Comment)
22. Has a wetland delineation / evaluation been done for the property? It is noted that the property contains wetland indicator soils based on the WDNR data viewer mapping. (Reiterated Comment)
23. Show the existing wetland / wetland preservation, protection, access and maintenance easement located on Outlot 3 in Ashbury Creek. (Reiterated Comment)
24. The lot located at the north-west quadrant of the CTH H / Bain Station intersection shown on the concept plan is actually two lots owned by two different landowners. (Lot 1 and 2 of CSM 2018). The plan should accurately depict this. (Reiterated Comment)
25. The sewer extension from 84<sup>th</sup> Street through the development will need to evaluate service to lots 1 and 2 of CSM 2018 which is expected to be serviced from this extension. The current concept plan does not address this. (Reiterated Comment)
26. The Sewer D sanitary sewer assessment was based on estimated density from the area neighborhood plan. The proposed density appears greater than the neighborhood plan. The assessment for the property will need to be evaluated and additional costs determined.

\*\*\*



SCALE: NTS



**STANDARD RESIDENTIAL CUL-DE-SAC DETAIL**

DETAIL: RD - 5

CREATED: 2-21-14

REVISED: 12-1-15

APPROVED BY: MATT FINEOUR





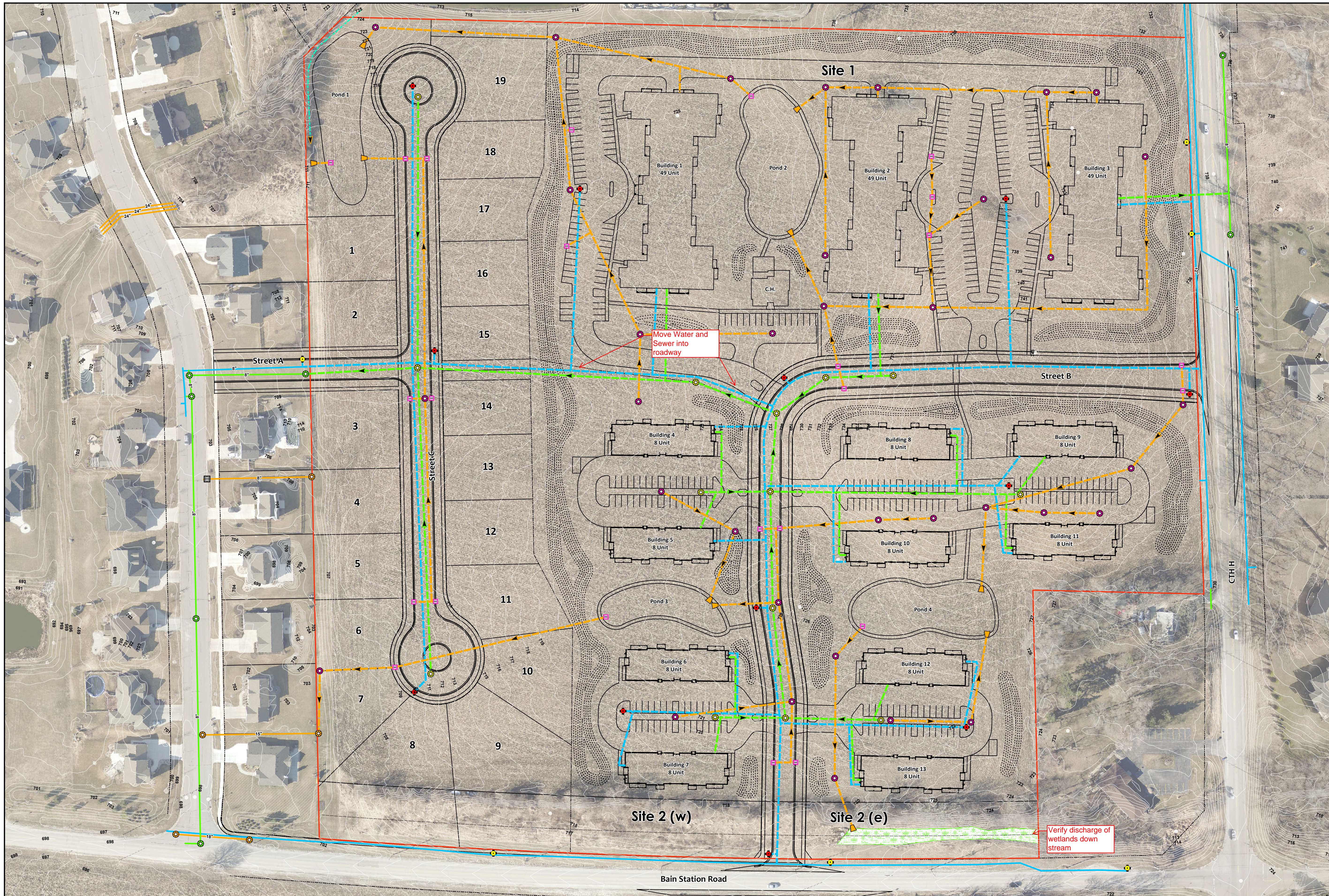
Office of the Director of Public Works  
**John Steinbrink Jr., P.E.**

TO: Peggy Herrick, Assistant Planner / Assistant Zoning Administrator  
FROM: John Steinbrink, Jr., P.E., Director of Public Works  
CC: Matthew Fineour, P.E., Village Engineer  
Jean Werbie-Harris, Community Development Director  
SUBJ: **DEV1605-002 Fountain Ridge Plan Review**  
DATE: May 23, 2016

The Department of Public Works has reviewed the submitted information for the above referenced project. Based on our review, we have the following comments listed below:

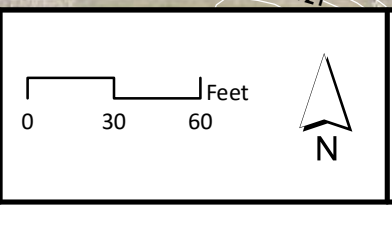
PAGE#	COMMENT
See attached Conceptual Utility Plan	Move water and sewer into roadway.
See attached Conceptual Utility Plan	Verify discharge of wetlands downstream.
General	Show details for bypass/decel lanes on CTH H and Bain St. Rd. (JH/5/23)
General	If the clubhouse will have a kitchen it will need a sampling manhole for the sewer. (TH-5/24)





<b>Site 1 - Lease Residence</b>
1 ~ Clubhouse
3 - 49 Unit Buildings
147 Total Leased Units
11.01 Acres
13.35 Units/Acre
<b>Site 2 - Townhomes</b>
(w) Site
4 - 8 Unit Buildings
32 Total Units
4.83 Acres
6.6 Units/Acre
(e) Site
6-8 Unit Buildings
48 Total Units
7.06 Acres
6.8 Units/Acre
<b>Total</b>
11.89 Acres
80 Units
6.7 Units/Acre
19 Single Family Lots
8.919 Acres
2.13 Units/Acre
<b>Total Development</b>
1 - Clubhouse
227 - Units
19 - Single Family Condo Lots
246 - Total Units
32.65 Acres
7.53 Units/Acre

Legend	
Storm Flow Direction	Proposed Storm Manhole
Proposed Storm Outfall	Proposed Fire Hydrant
Proposed Storm Inlet	Existing Fire Hydrant
Sanitary Flow Direction	Proposed Sanitary Manhole
Proposed Storm Line	Existing Storm Manhole
Proposed Water Line	Existing Storm Inlet
Proposed Sanitary Line	Existing Storm Manhole
Existing Sanitary Line	Existing Storm Inlet
Existing Storm Line	Existing Storm Manhole
Existing Water Line	Existing Storm Inlet
Parcel Boundary	Berm
Existing Easement Line	Wetland
Existing ROW	



Source: Robert E. Lee & Associates, Inc.  
 ESRI, Kenosha County  
 Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its contents are correct, complete or up-to-date. Robert E. Lee & Associates, Inc. provides this map without any warranty of fitness for any purpose.

**Robert E. Lee & Associates, Inc.**  
 Engineering, Surveying and Environmental Services  
 1250 Centennial Centre Boulevard, Hobart, WI 54155  
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 www.releinc.com





Office of the  
Chief of Fire & Rescue  
**Doug McElmury**

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief Fire & Rescue  
CC: Craig Roepke, Deputy Chief Fire & Rescue  
Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Fire Department review of plans for Fountain Ridge Apartment Complex  
DATE: June 8, 2016

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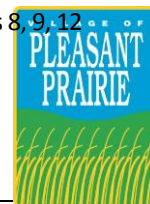
These are comments for the revised plans received for Fountain Ridge Apartment Complex to be located in the general field area on the Northwest corner of CTH H and Bain Station Rd. in Pleasant Prairie.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. Based on the limited information and conceptual plans submitted, the Fire & Rescue Department have the following comments regarding the site:

### OVERALL SITE HYDRANT & FDC Locations

It was requested that a review be made based on a Conceptual Grading / Storm Sewer Plan drawing dated 5/9/2016. See the attached drawing (named 20160608-FD-REVISED-Conceptual Grading - All Utilities.pdf) to include Hydrant & FDC locations as described below:

1. ADD hydrant across from Pond #2 on North side
2. ADD hydrant along Street B, East of Building 2 & 3 South Driveway.
3. MOVE Hydrant located at Single Lot 7 & 8 into Cul-de-sac circle.
4. LOCATE FDC Dual for Building 2 & 3 at Hydrant location depicted on drawing. Note that size of island width will likely need to be increased consuming one parking space. See FDC spec detail. Placards identifying buildings served to be affixed to respective FDC connections
5. LOCATE FDC for Building 1 at hydrant location depicted on drawing. Note that size of island width may need to be increased consuming one parking space. See FDC spec detail.
6. ADD hydrant at Building 4 & 5 East end parking island.
7. ADD hydrant at Building 8 & 10 West end parking island.
8. MOVE hydrant at Building 6 & 7 to East end parking island.
9. MOVE hydrant at building 12 & 13 to West parking island.
10. LOCATE building wall mounted 2.5" FDC at the SOUTHEAST corner SOUTH side for buildings 4 & 6
11. LOCATE building wall mounted 2.5" FDC at the NORTHEAST corner NORTH side for buildings 5 & 7.
12. LOCATE building wall mounted 2.5" FDC at the NORTHWEST corner NORTH side for buildings 10, 11, 13
13. LOCATE building wall mounted 2.5" FDC at the SOUTHWEST corner SOUTH side for buildings 8, 9, 12
14. Final FDC locations to be approved on fire sprinkler plans.
15. Placards for FDC connection at each building to be reviewed and finalized at a later date.





**Distribution of Comments:** the person who obtains the building permit to all contractors and subcontractors affected by this document shall distribute copies of these comments. This document outlines critical times and deadlines. All recipients of this document must become familiar with the contents.

**IT IS CRITICAL THAT ALL CONTRACTORS SPECIFICALLY FIRE SPRINKLER & ALARM DESIGNERS AND INSTALLERS RECEIVE AND UNDERSTAND THE CONTENT OF THIS DOCUMENT.**

**Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.

**Conflicts:** In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State of Wisconsin and/or the Village of Pleasant Prairie where applicable.

**Fire Safety System Plans:** such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.

**FIRE ALARM AND SPRINKLER PLANS ARE A SEPARATE SUBMITTAL TO THE FIRE DEPARTMENT.**

**DUE TO CONSTRUCTION AND TIME CONSTRAINTS FIRE PROTECTION SUBMITTALS MAY AND ARE TYPICALLY BROKEN INTO AN UNDERGROUND SUBMITTAL AND AN ABOVE GROUND SUBMITTAL.**

**INFORMATION REGARDING PLAN SUBMITTAL CAN BE FOUND AT**

**<http://www.pleasantprairieonline.com/services/fireandrescue/ForContractors.asp>**

**Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire and Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.

1. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
  - a. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
  - b. All exterior exit pathways as well as access to the Fire Pump room shall have a hard surface, leading to a hard surface.
  - c. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
  - d. A minimum clearance of 24 feet will be maintained in parking lot areas from rear of each vehicle or rear of vehicle to curb of building.
2. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
3. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.
4. **Review and Comments:** At such time more information is provided for this project, the Fire Department will review and comment on the following areas outlined below.
  - A. Site and Operational Permits
    1. Site accessibility (Plans provided do not specific clearances or distances)
    2. Fire Pump Location
    3. Pumper Pad
    4. Fire hydrant spacing
  - B. Conditional Use and Operational
    1. Standpipe outlet locations
    2. Fire alarm pull stations
    3. Emergency and Exit Lighting
    4. Fire extinguishers
5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.
6. **Permit fees:** must be paid at time of submission for review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks  
The following fees and permits are generated directly from the Fire & Rescue Department.
  - a. Bulk water Usage
  - b. Fire Protection Plans for Underground and Aboveground
  - c. Fire Alarm System Plans
  - d. Kitchen Hood Systems Plans

*NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.*
7. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.
8. **Hazardous Occupancies:** Should there be identified hazard occupancies with this project, the Fire & Rescue Department will need more than the typical four week time period to review potential Hazardous Occupancies. The owner must contact the Fire & Rescue Department as soon as possible to begin the review process.

9. **Exterior Doors:** All outside doors must have access to the interior. Such as a lock and handle provided at each door.
10. **AED:** The owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee and public use in the event of a sudden cardiac arrest to be located in the clubhouse building. The Fire and Rescue Department can provide the training necessary to perform CPR and to operate the AED.
11. **Storage:** Maximum height, width and aisle ways and egress pathways must be maintained and will be enforced. The same concerns apply to the storage of quantities of combustibles (plastics and cardboard) and other storage of flammable liquids or chemicals must also be properly identified, placarded and stored.
12. **Elevators:** must comply with Village of Pleasant Prairie Ordinance 180-20, including acceptable minimum size and emergency notification.
13. **Severe Weather Shelter:** The architect shall identify the area within each building that can be used as a “severe weather shelter” or “safe haven” during severe weather such as a tornado. That area will be identified with signage.
14. **On Premise Secure Key System:** Knox Company Rapid Entry System, “Knox Boxes” shall be provided for each building. A determination of the exact number required will need to be made during the pre-construction meeting. One by each riser door, fire pump room and other needed access routes. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
15. **SDS/MSDS Storage Box:** A minimum of one (1) Brady model JS1 designed for Material Safety Data Sheet storage box designed for Safety Data Sheets (SDS) (*formerly known as Material Safety Data Sheet-MSDS*) information shall be provided for each building to contain the data sheets on all products that are considered hazardous within the facility. The SDS/MSDS Box(s) shall be installed within the fire pump or sprinkler room.
16. **Fire Extinguishers:** Shall meet the current printed edition of NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
17. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled. An Emergency light shall be placed within the fire pump room.
18. **Sprinkler System:** The building shall be equipped with an “automatic fire sprinkler system”. The systems shall be designed and constructed to the current printed edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Confirm NFPA edition with the Fire Department prior to system design.
19. **The following information must be submitted with the sprinkler plans for review:**
  - Building height:
  - Number of stories/floors:
  - Mezzanines:
  - Elevators:
  - Hazard class:
  - Commodity Class:
  - Exterior storage:
  - Fire protection:
20. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire and Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.

21. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.
22. **Fire Hydrants:** The fire hydrants shall meet the current Village of Pleasant Prairie hydrant specification including the 5" storz connection. Fire hydrants shall be spaced no more than 350 feet apart, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.
23. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA–National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief's representative, the installing contractor and the fire sprinkler contractor at a minimum.
24. **Fire hydrant / water main flushing:** can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a 'clean water sample' on this site.  
**NOTE:** The Fire Protection Designer must meet with the Fire and Rescue Department before the underground drawings are submitted for review to finalize the placement of the hydrants.
25. **Pumper Pad:** There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. Both the fire department sprinkler connection and the fire hydrant, (pumper pad), shall be installed remote from the building(s) and located a minimum distance from the building equal to the highest wall. At the time of fire sprinkler design we can discuss options for the 8 unit Pumper Pads.  
  
***NOTE:** The Fire Department Connection riser shall include a single five (5) inch Storz fitting.*
26. **Fire Pump:** Should a fire pump be required based on the design, There shall be sufficient room to maneuver within the fire pump room. There shall be direct ingress/egress from the fire pump room directly to the exterior of the building; a paved surface shall lead to the fire pump room. There shall be Emergency Lighting installed within the Fire Pump Room. The pump test header location shall comply with 180-16. There shall also be sufficient room for placement of the Fire Alarm Control Panel (FACP), along with the required maps of the fire protection systems.
27. **Standpipes:** If determined that hose valves or standpipes be required in areas of the building. In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve. The standpipes shall be wet and placed adjacent to all exterior exit doors, same side as the door handle/knob. Village Ordinance 180.16 G.
28. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance. A strobe light(s) shall also be provided outside of the fire pump/riser room to indicate a fire pump run and/or a waterflow alarm, with signage installed under each strobe light.

29. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall be 6 inches in diameter. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.
30. **Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system. The systems shall be designed and constructed to the current printed edition of NFPA 72. **Confirm NFPA edition with the Fire Department prior to system design.**
- a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
  - b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
  - c. **Smoke and Heat Detection:** Shall be installed as required.
  - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
  - e. **Fire Alarm Control Panel (FACP): Shall be addressable.** The main FACP will be placed in the fire pump room. Remote annunciator panel location(s) will also need to be determined during the pre-construction meeting. The annunciator panel type shall be approved by the Fire & Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - f. **FACP Nomenclature:** Confirmation of nomenclature shall be discussed between the Fire Department and the fire alarm program technician prior to any inspections.
  - g. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - h. **Transmission of Fire Alarms.** The method of transmission to central station must be approved by the Fire & Rescue Department. i.e. RF Radio, cellular, VOIP, or other approved technologies.
  - i. **FACP Main Panel:** There will be one main fire alarm panel within a building. The system will not be split into two or multiple fire alarm panels interconnected together. (Example: West wing is one panel, East wing is a different panel)
  - j. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.

Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue
<u>Phone numbers</u>	
<b>Emergency:</b>	<b>(262) 694-1402</b>
Non-emergency:	(262) 694-7105
Business:	(262) 694-8027

31. **Public Safety Radio Coverage:** Provide for adequate radio coverage to public safety service workers, including but not limited to firefighters, and law enforcement officers. For purpose of this section, adequate radio coverage shall include all of the following:



- a) The system must support both the Fire Department’s and Police Department’s main VHF repeated radio channels.
- b) a minimum signal strength of -101 dBm available in 95% of the area of each floor of the building when transmitted from the Public Safety Radio Communications System: and
- c) a minimum signal strength of -101 dBm received at the Public Safety Radio Communications System when transmitted from 95% of the area of each floor of the building, via portable radio with public safety microphone.
- d) Channel Performance Criterion (CPC): CPC is the minimum performance level in a faded channel, per TSB-88, clause 4.2. TSB-88 is a “Telecommunications Systems Bulletin” published by the TIA, Telecommunications Industry Association. The performance level is rated using “Delivered Audio Quality”. Industry standard DAQ definitions are shown in Table 1.
- e) DAQ level of three (3) is the minimum performance level which shall be attainable by public safety radio systems in 95% of the area of each floor of a building, via portable radio with public safety microphone

**Table 1 - Delivered Audio Quality Definitions**

DAQ Delivered Audio Quality	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise / distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise / distortion.
3.5	Speech understandable with repetition only rarely required. Some noise / distortion.
4	Speech easily understood. Occasional noise / distortion.
4.5	Speech easily understood. Infrequent noise / distortion.
5	Speech easily understood.

**Testing Procedures:**

- a. Initial Tests. Public safety employees or their designees will perform initial tests. A certificate of occupancy shall not be issued to any new structure if the building fails to comply with this section.
- b. Annual Tests. Fire Department personnel in conjunction with inspection procedures will conduct annual tests.

**Amplification Systems Allowed**

Buildings and structures which cannot independently support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage; a radiating cable system or an internal multiple antenna system with or without FCC typed-accepted signal booster amplifiers as needed. If any part of the installed system or systems contains electrically powered components, the system shall be capable of operating on an independent battery and/or generator system for a period of at least twelve (12) hours without external power input. Any battery system employed shall automatically recharge in the presence of an external power input.

The installation of equipment as indicated above cannot be detrimental to the operation of the Public Safety Radio system. In the event that a signal booster is employed, it shall be fully encased within a dust and water resistant case.

**Field Testing**

Fire Department personnel, after providing reasonable notice to the owner or their representative, shall have the right to enter onto the property to conduct field-testing to be certain the required level of radio coverage is present.

32. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
- a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is “100% operational and built according to the design”, Village Ordinance, 180-16 N.
  - b. The fire alarm contractor shall provide the owner with a letter (upon completion of the fire alarm work) stating the fire alarm system, or portion thereof, is “100% operational and built according to the design”
  - c. Copy of contract with fire alarm central monitoring station.
  - d. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
  - e. Copies of the fire protection underground flushing documents.
  - f. Copies of the underground and fire sprinkler hydrostatic test certificates.
  - g. Copies of the fire sprinkler operational test certificates.
  - h. Copies of the fire alarm test documents.
  - i. Copies of other test documents such as, hood/duct, smoke, etc...
  - j. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
  - k. Provide two- (2) CD’s, one for the property owner and one for the Fire & Rescue Department. The disks shall include all Floor plans and fire protection plans for the building in an as-built condition.
  - l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
  - m. AED is in place at such time a tenant takes occupancy.
  - n. A copy of the tenants Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.

## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Fountain Ridge  
Date: May 24, 2016

---

1. Building Inspection Department information:  
Hours: Mon-Fri, 8am-5pm.  
Phone# 262-694-9304  
Email: [buildinginspection@plprairiewi.com](mailto:buildinginspection@plprairiewi.com)
2. Provide required amount of accessible parking spaces.
3. Provide required amount of accessible units.
4. All exterior lighting recommended to be LED, 5000K color temperature and “Dark Sky” compliant.
5. Comply with all applicable energy codes per 2009 IECC.



Filed \_\_\_\_\_ 20 \_\_\_\_\_ Published \_\_\_\_\_ 20 \_\_\_\_\_  
 Public Hearing \_\_\_\_\_ 20 \_\_\_\_\_  
 Fee Paid \_\_\_\_\_ 20 \_\_\_\_\_ Approved \_\_\_\_\_ 20 \_\_\_\_\_  
 Notices Mailed \_\_\_\_\_ 20 \_\_\_\_\_ Denied \_\_\_\_\_ 20 \_\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE  
 CONCEPTUAL PLAN APPLICATION**

1. Development Name: Fountain Ridge
2. General Location of Development: NW CORNER OF BAN STATION RD & CTH H INTERSECTION
3. Tax Parcel Number(s): 91-4-122-084-0203 + 91-4-122-084-0342
4. Number of Lots: 24 (19 Single-Family 5-1/2-LOT<sup>FARM</sup>) Number of Outlots: 1
5. Size of Development: 4-36.55 acres.
6. The Development is proposed to be constructed in Phases:  Yes  No
7. The Development abuts or adjoins a State Trunk Highway:  Yes  No
8. The Development abuts or adjoins a County Trunk Highway or a Kenosha County Park or the Kenosha County Bike Trail:  Yes  No
9. The following number and types of plans shall be submitted with this application:
  - 10 full size sets of Conceptual Plan
  - 1 copy of the Conceptual Plan reduced to 11" by 17"
  - Conceptual Plan application fee
  - 10 sets of Conceptual Engineering Plan
  - Phasing Plan, if applicable
  - Draft of Declarations, Covenant, Restrictions and any Easement Documents
  - Any other information as specified by the Village

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

**PROPERTY OWNER:**

Print Name: Steinbrink limited Partnership  
 Signature: [Signature] Member  
 Address: 8640 88th AVE  
Pleasant Prairie WI 53158  
 (City) (State) (Zip)  
 Phone: (262) 694-5863  
 Fax: \_\_\_\_\_  
 Date: 5-10-16

**OWNER'S AGENT:**

Print Name: JEFF MARLOW - LEXINGTON HOMES  
 Signature: [Signature]  
 Address: 1300 W KINGS CT  
GREEN BAY WI 54313  
 (City) (State) (Zip)  
 Phone: (920) 662-1630  
 Fax: \_\_\_\_\_  
 Date: 5/9/16





5/10/16

**Building Unit Mix:**

Fountain Ridge will consist of 3- 49 unit 2 story buildings, and 10 – 8 unit building along with 1 club house and 19 single family residential lots, all with architectural pleasing façade. Parking will be accommodated primarily follows, in the 49 units we will offer 60 underground parking spaces, some residence will have 2-stalls, with additional surface parking available. Additional storage lockers are available internally in the underground parking area as well as on each floor. In the 8 units each residence will have attached individual private garage stalls with remote, 6 units will have double stalls and 2 will be single stalls per building, along with surface parking for guests. All units will have individual high efficiency top load washers/front load dryers along with built in microwaves, smooth top ranges and fridges. The anticipated rents based on a through market study will range from the mid \$700 up to in excess of \$1,600. Our residents will be responsible for their heat and water. The billing of the water will be accomplished by the building having one main water meter which will be billed to the property owner and paid. This water bill will then be split up and billed to the individual units by owner. The club house will be used primarily to house our management staff and security monitoring center, there will be a gathering and patio area for residence to rent out for events.

The 49 unit buildings will offer an array of floor plans ranging from an efficiency style to a luxurious 1400+ sq ft. unit with 2bedrooms and 2.5 baths. The building will breakdown as follows:

**FIRST FLOOR**

- 5- 2 Bd 2.5 Ba 1200-1370 sq. ft.
- 5- 2 Bd 2 Ba 1132-1260 sq. ft.
- 1- Luxury 1 Bd 1.5 Ba 1173 sq. ft.
- 8- 1 Bd 1 Ba 820-980 sq. ft.
- 4- Efficiency 1 Ba 617 sq. ft.

**SECOND FLOOR**

- 6- 2 Bd loft 2.5 Ba 1370-1400 sq. ft.
- 4- 2 Bd 2.5 Ba 1200-1218 sq. ft.
- 2- 2 Bd 2 Ba 1132-1260 sq. ft.
- 6- 1 Bd Loft 2.5 Ba 1000 sq. ft.
- 1- Luxury 1 Bd loft 1.5 Ba 980 sq. ft.
- 5- Loft 1.5 Ba 1032 sq. ft.
- 2- Efficiency 617 sq. ft.

The 8 – unit building will breakdown as follows:



- 2- 2 story 2- bd 2.5 baths with private entrance
- 2- 1 bd 1.5 baths on first floor with private entrance
- 2- 2 bd 2 baths on second floor with private entrance
- 2- 2bd with den and 2.5 baths on second floor with private entrance

The 19 residential single family homes will be built in the last phase and offer over a dozen plans for home buyers to choose from.

#### **Site Amenities:**

Fountain Ridge will have an executive clubhouse which will be centrally located next to the middle 49 unit building. It will house the staff of the property management team from Lexington Management, which is the management arm of Lexington Homes, Inc. It is complete with security monitoring via cameras and access key system.

#### **Site Specifics:**

Site offers over 45% green space.

There are a total of 60 underground parking spaces in each of the 49 unit buildings with an additional 60 surface parking spaces for a total of 120 parking spaces per building. For the 8- unit building there will be 14 parking stalls in the garages (6-2 stalls and 2- single stalls) with an additional 16 surface spots per building. The lighting of the parking areas will be done by a pole system with shoebox LED fixtures. Additionally, the parking lots will be monitored via a camera monitoring system which will be a recorded DVR system.

#### **Construction Practices:**

Lexington Homes, Inc. prides itself on building communities in which are built of high quality and intricate conceptual design. Highlighted below you will find a list of some of our construction practices. Each building will have an internal sprinkling system for fire safety

- 2x6 construction on the external walls of the buildings
- High performance vinyl windows and patio doors with low E glass and argon gas
- Partial stone façade blended with maintenance free products
- Aluminum frame and full glass front entry doors for security and aesthetics
- Complete intercom system for entry
- Custom plastered interior walls (this is not a drywall board system)



- Individual sound walls divide each unit
- Sound insulation between the floors and RC-1 channel is added to the underside of the floor truss for additional reduction of sound transfer
- ¾ inch gypcrete poured on all floors for another sound barrier and it also acts as another fire preventative
- Individual unit entry doors have a deadbolt and peephole
- Postal service is accommodated inside the building for convenience and also as another security measure
- 30 yr dimensional shingle roofs

#### **Property Management/Maintenance:**

Lexington Management knows that the real success to any community lies within the long term management and maintenance of the site. We operate under a very structured process. We have included a copy of our management forms pertaining to these areas.

**Leasing:** Every potential resident that tours our site is required to fill out a "Welcome to the Community" form. This ensures the safety of our staff before each tour occurs. This form requires that we see a valid ID and gives us current living information. When the tour results in someone wanting to reside with us they are given our "Rental Process" form along with a "Standard Application for Occupancy". The rental process form clearly highlights what the qualifications are to reside at the property. The application is a more detailed document that allows us to further qualify every potential resident.

With the receipt of the application, security deposit and signed rental process form we start our detailed approval process. This includes a credit check which requires a score of 600 or higher, their gross monthly income shall be 2.5 times the amount of the monthly rent and a criminal background check is run. Lexington Management as a standard allows only 2 people per bedroom and 2 vehicles per unit. There are variables to this approval process which are also outlined on the rental process form.

Residents are required to sign a one year lease with variable terms after that one year period depending on the individual situation. It is management's goal to always try to secure one year leases continually with a built in parameter that does not allow anyone to move out October-April. We do not allow dogs.

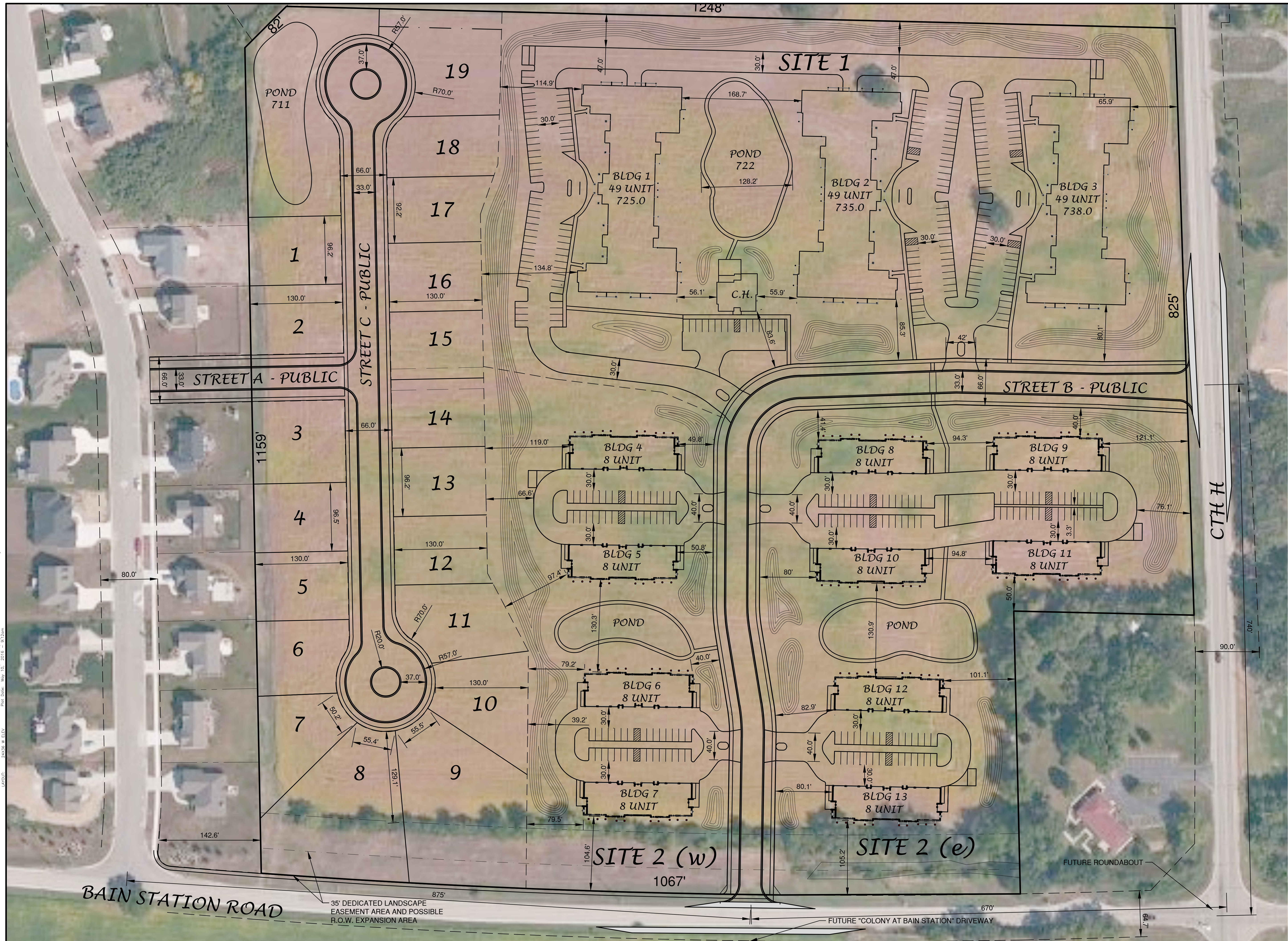


**Management Structure:** As one of the principal owners of Lexington Homes, Michelle Stimpson has a genuine focus on the day to day operations of the entire management division. Overseeing just under 1,700 units she believes in treating every resident as she would like to be treated. She physically reviews every resident file and signs every single lease that occurs within the entire company. With 20 years of experience in this industry and having both a real estate and broker's license, she knows that on the management side of things the difference is always the details. Weekly she meets with her district staff to review every property that they oversee. In these meetings site suggestions along with marketing and maintenance are discussed in great detail with implementation plans to be carried out and reported each week. Our district staff is required to be at each property working with the site management. Monthly reports are clearly documented (provided) to ensure the continued success of each site. Our management operates on the principal that this is "someone's home". We focus on the presentation not only to our prospective and current residents but to their guests as well. Additionally, we will have property staff which will include a Property Manager, Assistant Manager, Cleaning staff and Maintenance. Our goal is always to have as many of our staff physically living at the property so that someone is always available.

We are very centered on routine inspections. Monthly we do property inspection reports along with exterior and interior building inspection reports. Yearly we inspect the interior of every single apartment and complete a full report as to the interior condition of that unit. At that time an annual property review is also completed to help plan for upcoming projects.

**Site Construction Schedule:** Anticipated start date to be August of 2016 with site and excavation work. Anticipated completion date to be fall of 2018.





**SITE 1 - LEASE RESIDENCE**  
 1 ~ CLUBHOUSE  
 3 ~ 49 UNIT BUILDINGS  
 147 TOTAL LEASED UNITS  
 11.01 ACRES  
 13.35 UNITS/ACRE

**SITE 2 - TOWNHOMES**  
 (w) SITE  
 4 - 8 UNIT BUILDINGS  
 32 TOTAL UNITS  
 4.83 ACRES  
 6.6 UNITS/ACRE

(e) SITE  
 6 - 8 UNIT BUILDINGS  
 48 TOTAL UNITS  
 7.06 ACRES  
 6.8 UNITS/ACRE

**Total**  
 11.89 ACRES  
 80 UNITS  
 6.7 UNITS/ACRE

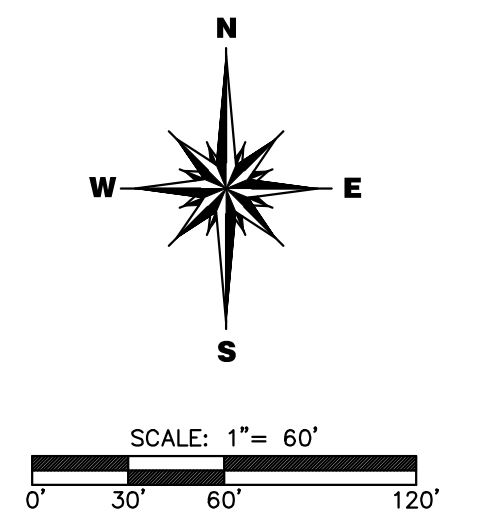
**SITE 3 - SINGLE FAMILY HOMES ~ 19 LOTS**  
 8.919 ACRES  
 2.13 UNITS/ACRE

**TOTAL DEVELOPMENT**  
 1 - CLUBHOUSE  
 227 - UNITS  
 19 - SINGLE FAMILY CONDO LOTS  
 246 - TOTAL UNITS  
 32.65 ACRES  
 7.53 UNITS/ACRE

**STREET A - PUBLIC**  
 300 LF CL  
 970 SY PAVEMENT

**STREET B - PUBLIC**  
 1,350 LF CL  
 4,800 SY PAVEMENT

**STREET C - PUBLIC**  
 955 LF CL  
 4,225 SY PAVEMENT



File: P:\A\2016\1250\1250.dwg (12/27/16) PLEASANT PRAIRIE\_LAYOUT\_4.dwg (12/27/16)  
 Plot Date: May 10, 2016 9:12:20am  
 24x36, W. REV.  
 LAYOUT

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	DATE	FILE	LAYOUT	JOB NO.	DATE	PROJECT	SHEET NO.
								AJB	4-2016	1250 CENTENNIAL CENTRE BOULEVARD		4229-077	4-2016	LEXINGTON HOMES PLEASANT PRAIRIE, WI	-
								JGS						FOUNTAIN RIDGE	
								AJB							

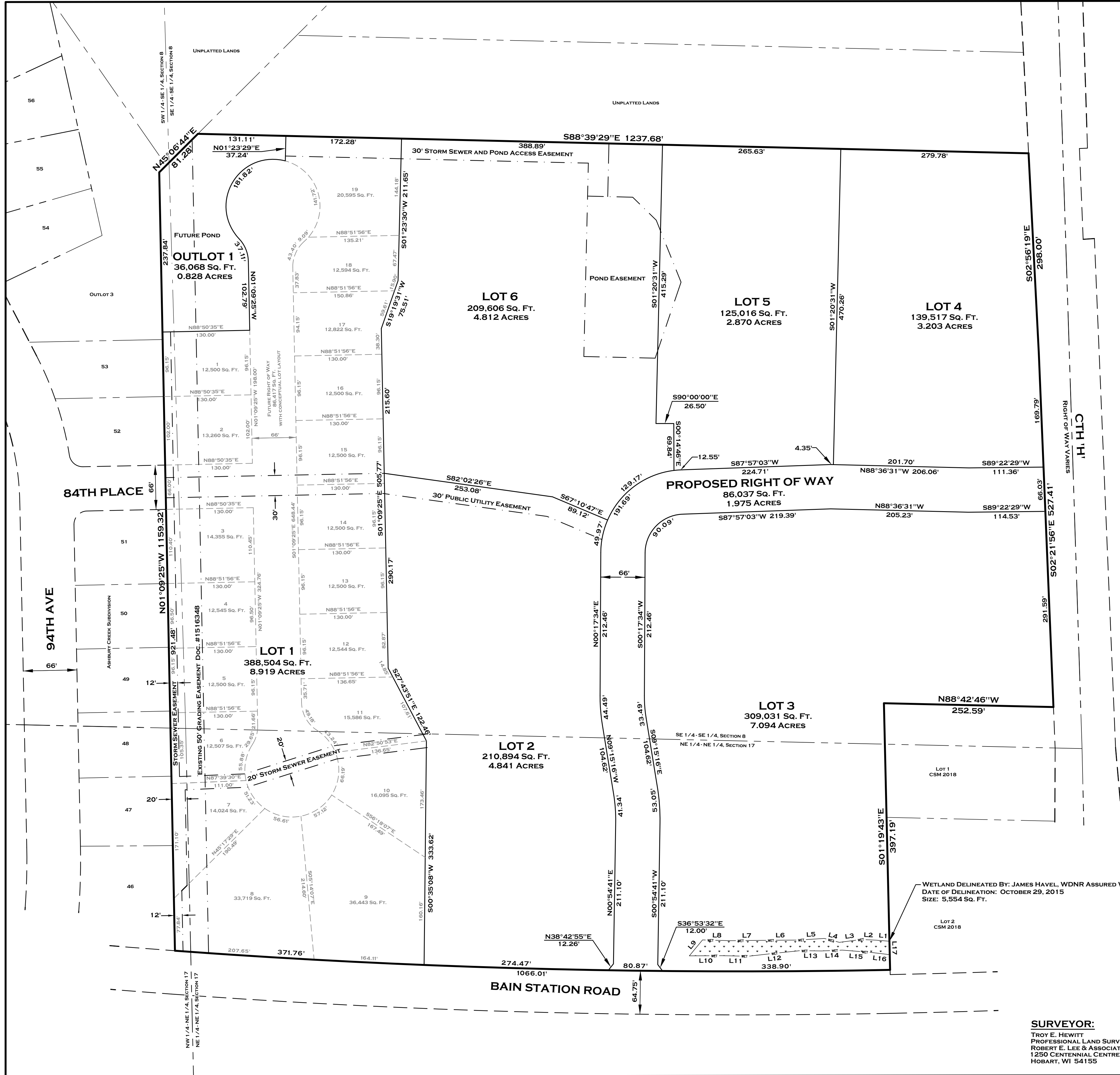
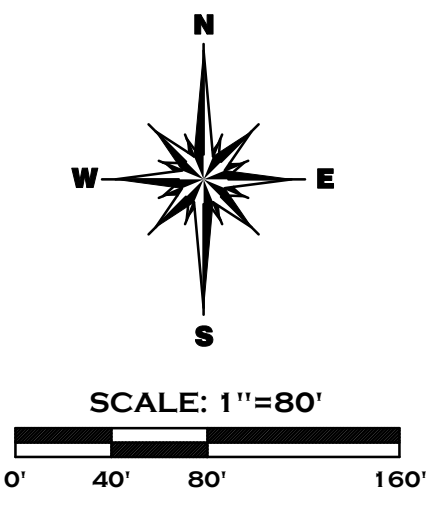
**Robert E. Lee & Associates, Inc.**  
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
 1250 CENTENNIAL CENTRE BOULEVARD  
 HOBART, WI 54155  
 INTERNET: www.releeinc.com

PHONE: (920) 662-9641  
 FAX: (920) 662-9141



# FOUNTAIN RIDGE

## CONCEPTUAL PLAT



**WETLAND LEGAL DESCRIPTION AND NOTE**  
 PART OF OUTLOT 2, ASHBURY CREEK SUBDIVISION, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, T1N, R22E, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 2; THENCE N01°19'43"W, 22.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°19'43"W, 20.00 FEET; THENCE N85°25'31"W, 20.95 FEET; THENCE N87°34'26"W, 21.35 FEET; THENCE S82°32'43"W, 32.61 FEET; THENCE N75°30'32"W, 23.06 FEET; THENCE S86°34'46"W, 39.01 FEET; THENCE S89°30'13"W, 53.57 FEET; THENCE S89°24'00"W, 46.15 FEET; THENCE N88°32'59"W, 42.86 FEET; THENCE S39°46'08"W, 30.81 FEET; THENCE N89°42'19"E, 49.09 FEET; THENCE S88°49'57"E, 39.07 FEET; THENCE N63°52'11"E, 76.65 FEET; THENCE S89°24'35"E, 32.62 FEET; THENCE N87°40'56"E, 30.66 FEET; THENCE S85°28'51"E, 42.75 FEET; THENCE S83°08'18"E, 28.54 FEET TO THE POINT OF BEGINNING.

ONE ISOLATED WETLAND WAS IDENTIFIED ON THE PARCEL. REFERENCE THE WETLAND REPORT, PREPARED BY NES ECOLOGICAL SERVICES, DATED JANUARY 15, 2016. REMAINING 1,499,189 SQUARE FEET (34.417) OF THE PARCEL IS IDENTIFIED AS UPLAND.

**WETLAND LINE TABLE**

LINE #	LENGTH	DIRECTION
L1	20.95'	N85°25'31"W
L2	21.35'	N87°34'26"W
L3	32.61'	S82°32'43"W
L4	23.06'	N75°30'32"W
L5	39.01'	S86°34'46"W
L6	53.57'	S89°30'13"W
L7	46.15'	S89°24'00"W
L8	42.86'	N88°32'59"W
L9	30.81'	S39°46'08"W
L10	49.09'	N89°42'19"E
L11	39.07'	S88°49'57"E
L12	76.65'	N63°52'11"E
L13	32.62'	S89°24'35"E
L14	30.66'	N87°40'56"E
L15	42.75'	S85°28'51"E
L16	28.54'	S83°08'18"E
L17	20.00'	N01°19'43"W

**SURVEYOR:**  
 TROY E. HEWITT  
 PROFESSIONAL LAND SURVEYOR #2831  
 ROBERT E. LEE & ASSOCIATES, INC.  
 1250 CENTENNIAL CENTRE BOULEVARD  
 HOBART, WI 54155

**ROBERT E. LEE & ASSOCIATES, INC.**  
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
 1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155  
 920-662-9641 WWW.RELEINC.COM





Legend	
	Existing Fire Hydrant
	Existing Sanitary Manhole
	Existing Storm Manhole
	Existing Sanitary Line
	Existing Storm Line
	Existing Water Line
	Parcel Boundary
	Existing Easement Line
	Parcel Lines
	Wetland



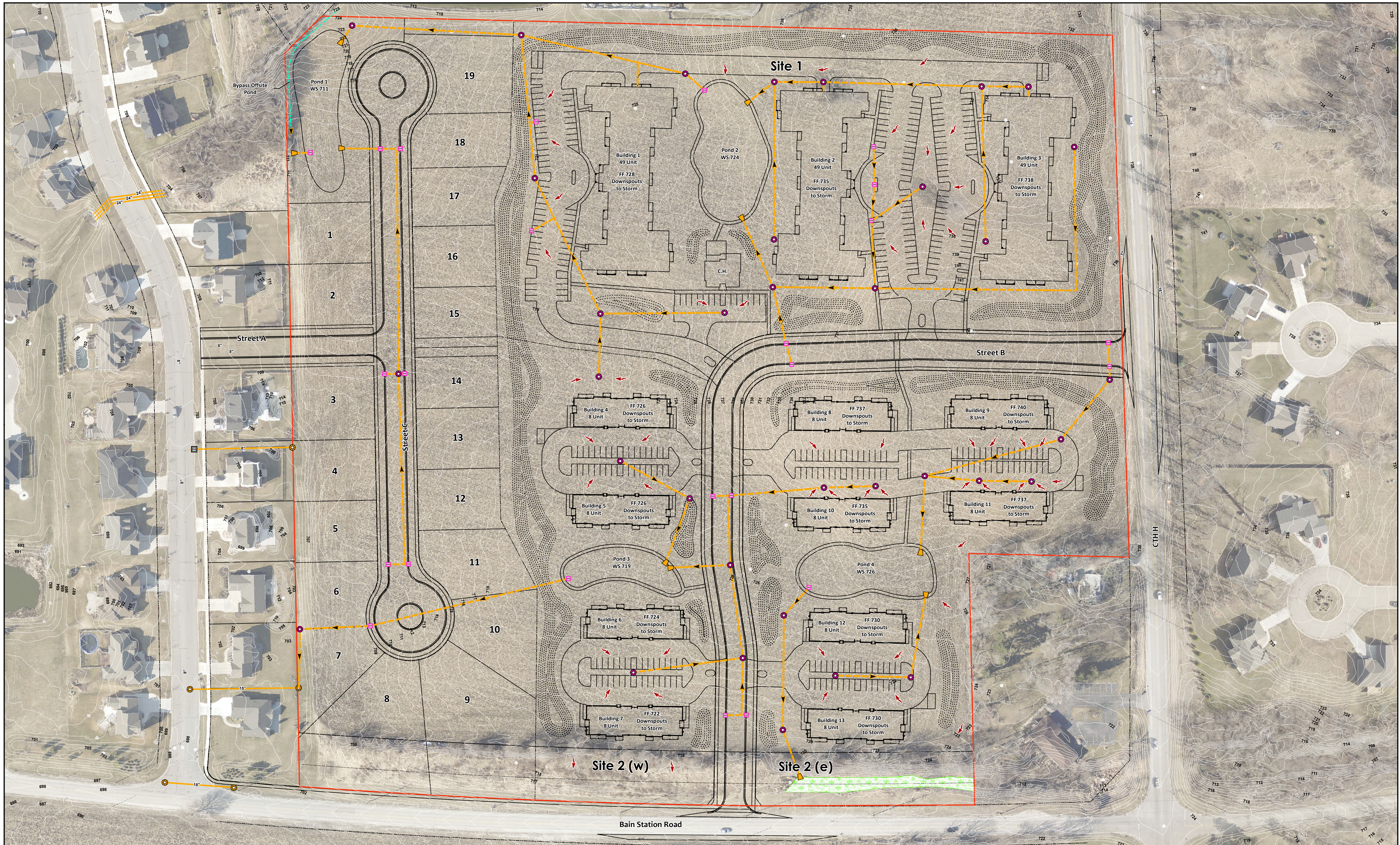
Source: Robert E. Lee & Associates, Inc.  
 ESRI, Kenosha County

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 Phone: (920) 662-9641 FAX: (920) 662-9141  
 www.releinc.com

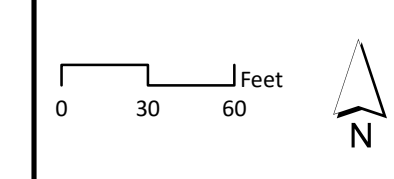
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**Legend**

- Drainage Direction
- Proposed Storm Outfall
- Proposed Storm Line
- Existing Storm Manhole
- Existing Easement Line
- Wetland
- Proposed Storm Inlet
- Bypass Offsite Pond
- Existing Storm Line
- Existing ROW
- Proposed Storm Manhole
- Existing Storm Inlet
- Parcel Boundary
- Berm

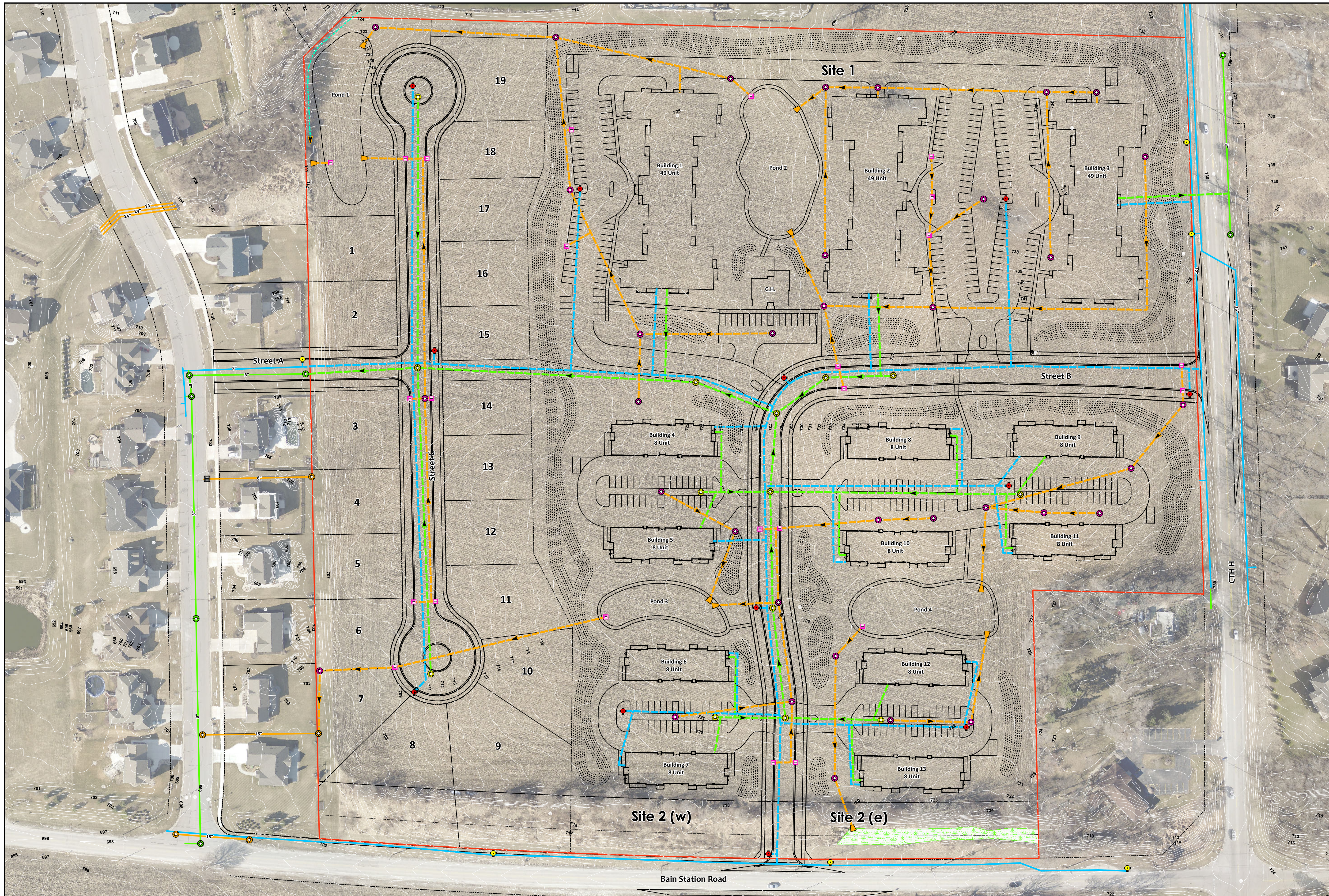


Source: Robert E. Lee & Associates, Inc.  
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 Phone: (920) 662-9641 FAX: (920) 662-9141  
 www.releinc.com

E:\4329082\Map\Conceptual Grading - Storm Only.mxd





<b>Site 1 - Lease Residence</b>
1 ~ Clubhouse
3 - 49 Unit Buildings
147 Total Leased Units
11.01 Acres
13.35 Units/Acre
<b>Site 2 - Townhomes</b>
(w) Site
4 - 8 Unit Buildings
32 Total Units
4.83 Acres
6.6 Units/Acre
(e) Site
6-8 Unit Buildings
48 Total Units
7.06 Acres
6.8 Units/Acre
<b>Total</b>
11.89 Acres
80 Units
6.7 Units/Acre
19 Single Family Lots
8.919 Acres
2.13 Units/Acre
<b>Total Development</b>
1 - Clubhouse
227 - Units
19 - Single Family Condo Lots
246 - Total Units
32.65 Acres
7.53 Units/Acre

Storm Flow Direction	Proposed Storm Manhole	Proposed Fire Hydrant	Existing Sanitary Manhole	Proposed Storm Line	Existing Sanitary Line	Parcel Boundary	Berm
Proposed Storm Outfall	Bypass Offsite Pond	Existing Fire Hydrant	Existing Storm Inlet	Proposed Water Line	Existing Storm Line	Existing Easement Line	Wetland
Proposed Storm Inlet	Sanitary Flow Direction	Proposed Sanitary Manhole	Existing Storm Manhole	Proposed Sanitary Line	Existing Water Line	Existing ROW	



**Proposed New 49 Unit Leased Residences  
with Underground Parking  
Presented by;**

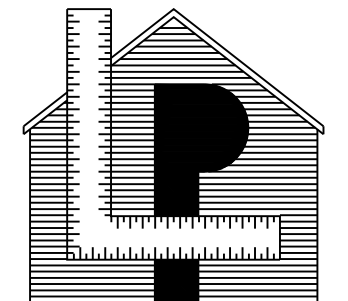
***LEXINGTON HOMES***



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



DETAIL OF  
FRONT ELEVATION  
SCALE: 3/16" = 1'-0"

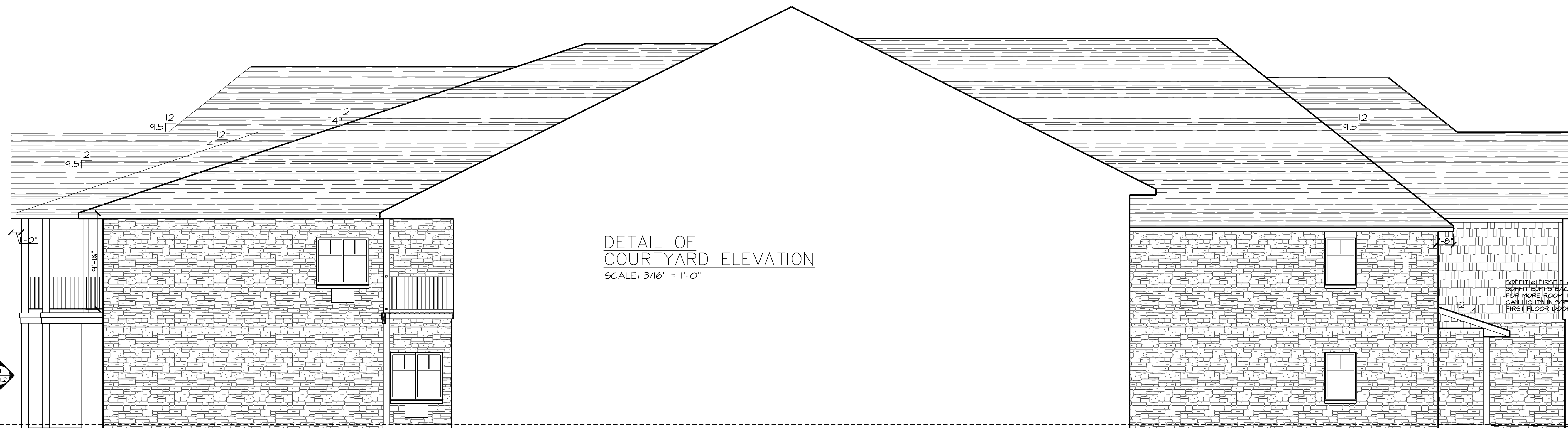
 <b>LaPlant</b> Architecture, LLC OFFICE: 926 WILLARD DRIVE GREEN BAY, WISCONSIN MAILING: 1592 RUSTIC WAY GREEN BAY, WISCONSIN 54313 Telephone: (920) 737-9769 EMAIL: <a href="mailto:laplantarchitecture@yahoo.com">laplantarchitecture@yahoo.com</a> © LaPlant Architecture LLC 2015	REVISION 0 DATE 5/9/2016 PROJECT NO. 461482 SHEET <b>A</b> <b>1.1</b>
	REVISION 0 DATE XXX PROJECT NO. 461482 SHEET <b>A</b> <b>1.1</b>



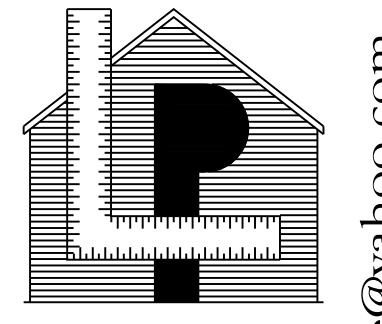
BACK ELEVATION  
SCALE: 3/32" = 1'-0"



DETAIL OF BACK ELEVATION  
SCALE: 3/16" = 1'-0"



DETAIL OF COURTYARD ELEVATION  
SCALE: 3/16" = 1'-0"



**LaPlant**  
Architecture, LLC

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GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769  
EMAIL: [laplantarchitecture@yahoo.com](mailto:laplantarchitecture@yahoo.com)  
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REVISION	DATE
0	XXX

DATE: 5/9/2016  
PROJECT NO. 461482  
SHEET **A**  
**1.2**





VERIFY STEP DOWN OF FOUNDATION WALLS TO INSURE PROST PROTECTION BASED ON FINISHED GRADE

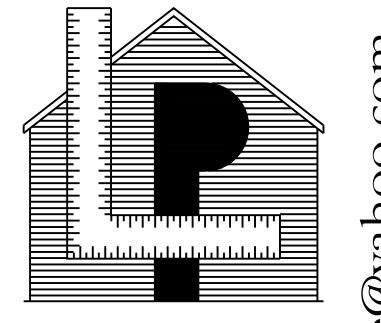
6x6 POST IN FRONT OF 4'-0\"/>

GARAGE ENTRANCE ELEVATION  
SCALE: 3/16" = 1'-0"



6x6 POST IN FRONT OF 5'-10\"/>

STREET ELEVATION  
SCALE: 3/16" = 1'-0"  
138'-0"



REVISION	DATE
0	XXX

**LaPlant**  
Architecture, LLC

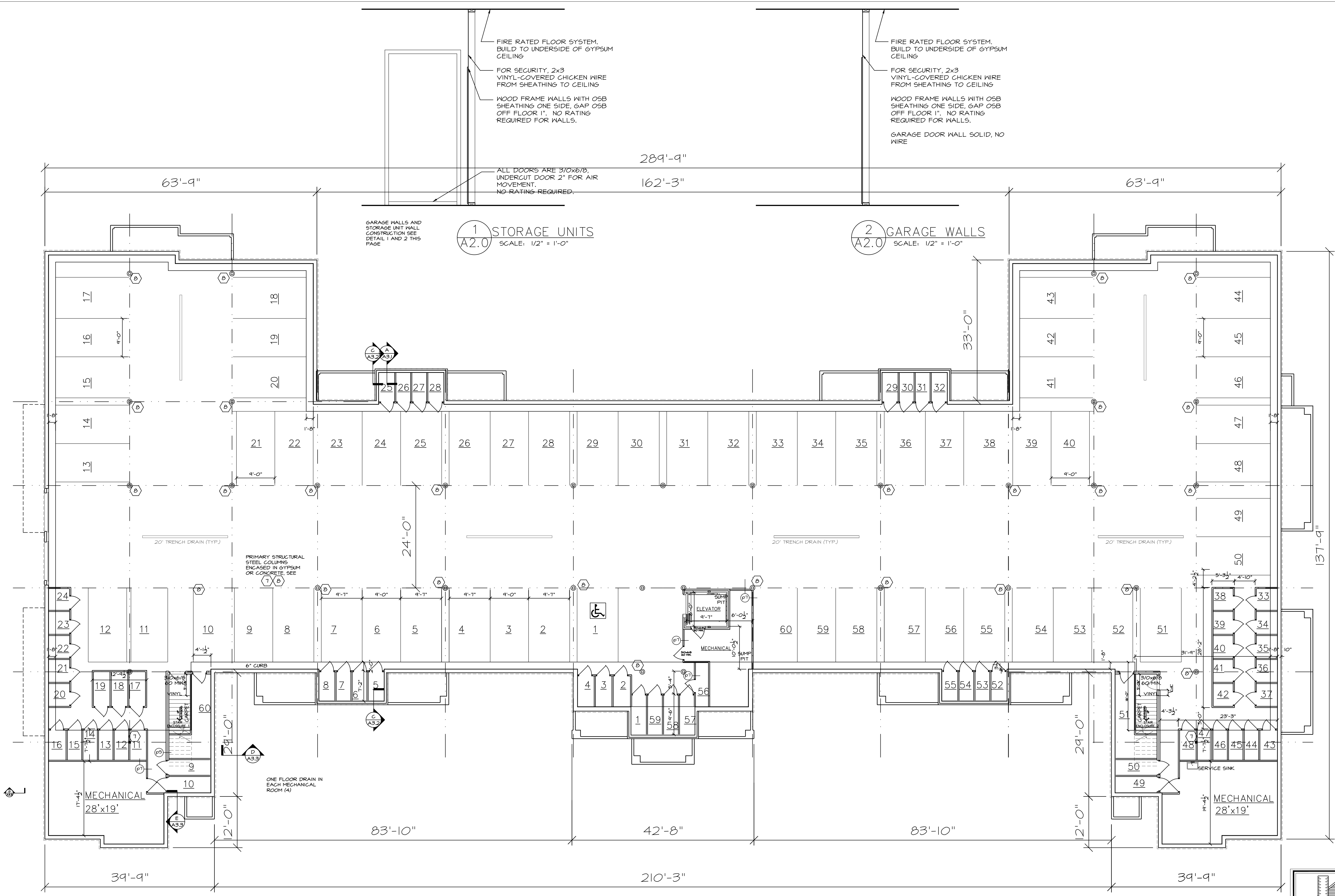
OFFICE: 926 WILLARD DRIVE  
GREEN BAY, WISCONSIN  
MAILING: 1592 RUSTIC WAY  
GREEN BAY, WISCONSIN 54313  
Telephone: (920) 737-9769

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DATE  
5/9/2016

PROJECT NO.  
461462

SHEET  
**A**  
**1.3**



1 STORAGE UNITS  
A2.0 SCALE: 1/2" = 1'-0"

2 GARAGE WALLS  
A2.0 SCALE: 1/2" = 1'-0"

PARKING LEVEL PLAN  
SCALE: 3/32" = 1'-0"

REVISION      DATE

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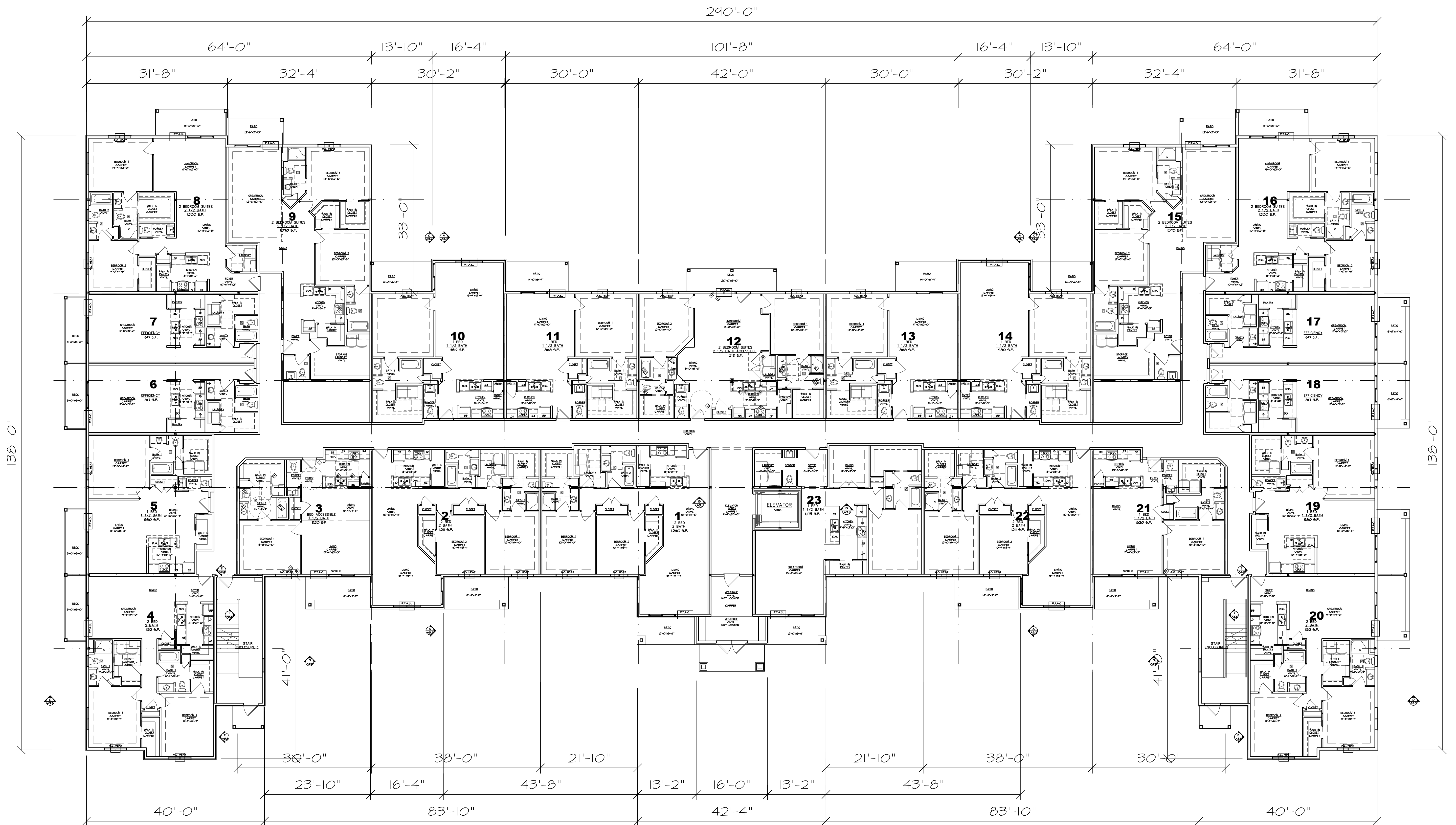
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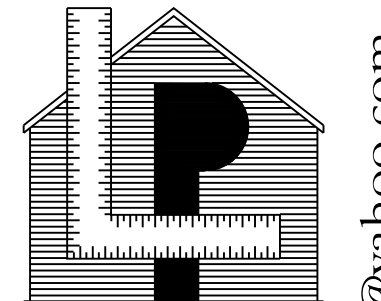
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FIRST FLOOR PLAN  
SCALE: 3/32" = 1'-0"

UNIT COUNT	
UNIT STYLE	NUMBER OF UNITS PER FLOOR
2 BEDROOM 2 1/2 BATH	5
2 BEDROOM 2 BATH	5
LUXURY 1 BEDROOM 1 1/2 BATH	1
1 BEDROOM 1 1/2 BATH	8
EFFICIENCY 1 BATH	4



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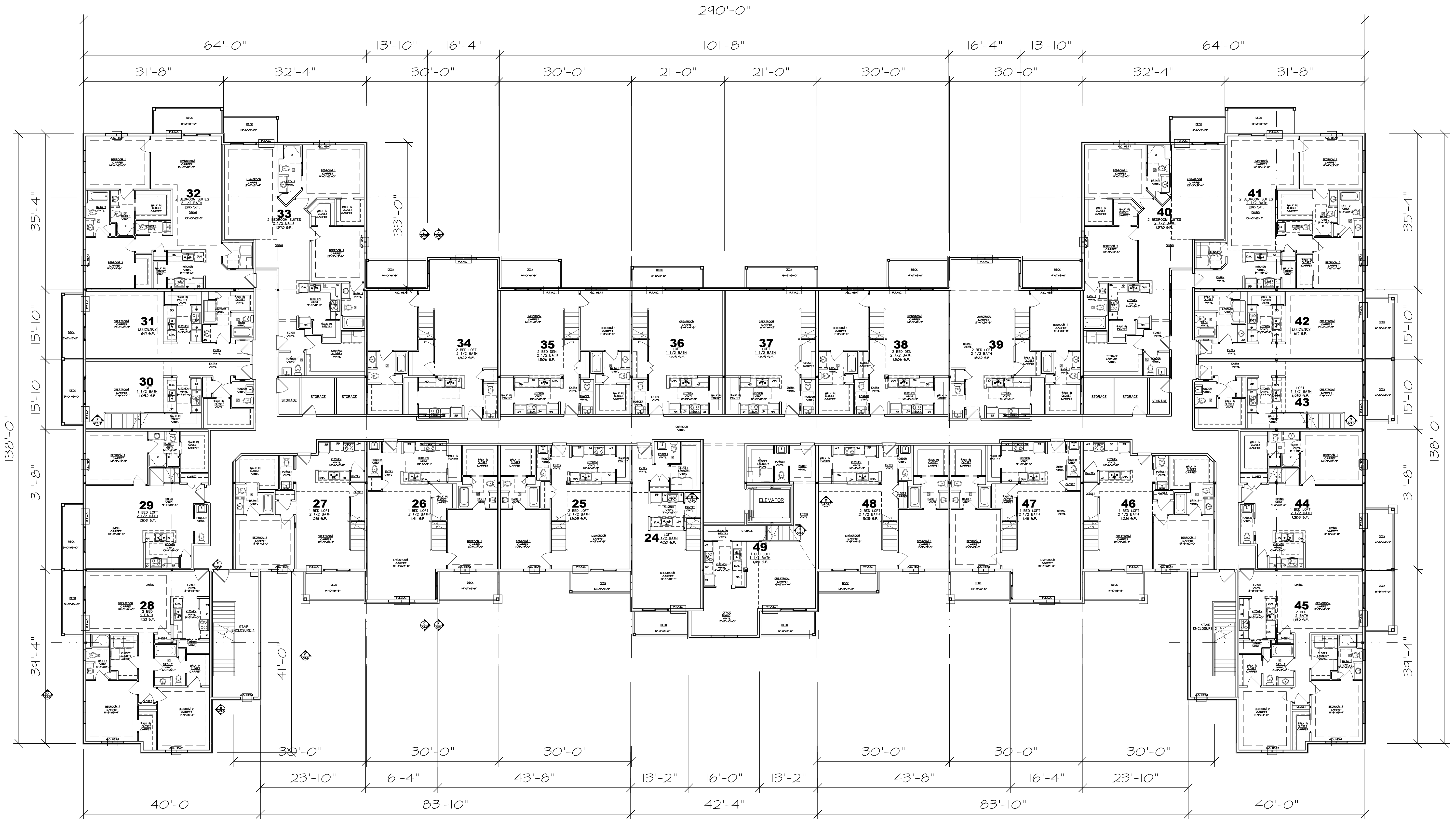
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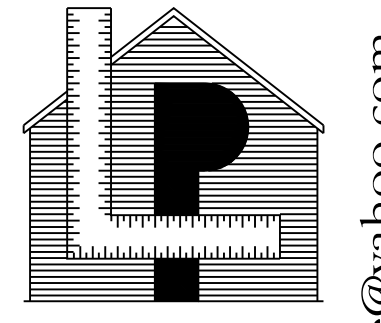
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UNIT COUNT	
UNIT STYLE	NUMBER OF UNITS PER FLOOR
2 BEDROOM 2 1/2 BATH	4
2 BEDROOM, LOFT 2 1/2 BATH	6
1 BEDROOM, LOFT 2 1/2 BATH	6
2 BEDROOM 2 BATH	2
LUXURY 1 BEDROOM, LOFT 1 1/2 BATH	1
LOFT 1 1/2 BATH	5
EFFICIENCY 1 BATH	2

SECOND FLOOR PLAN  
SCALE: 3/32" = 1'-0"



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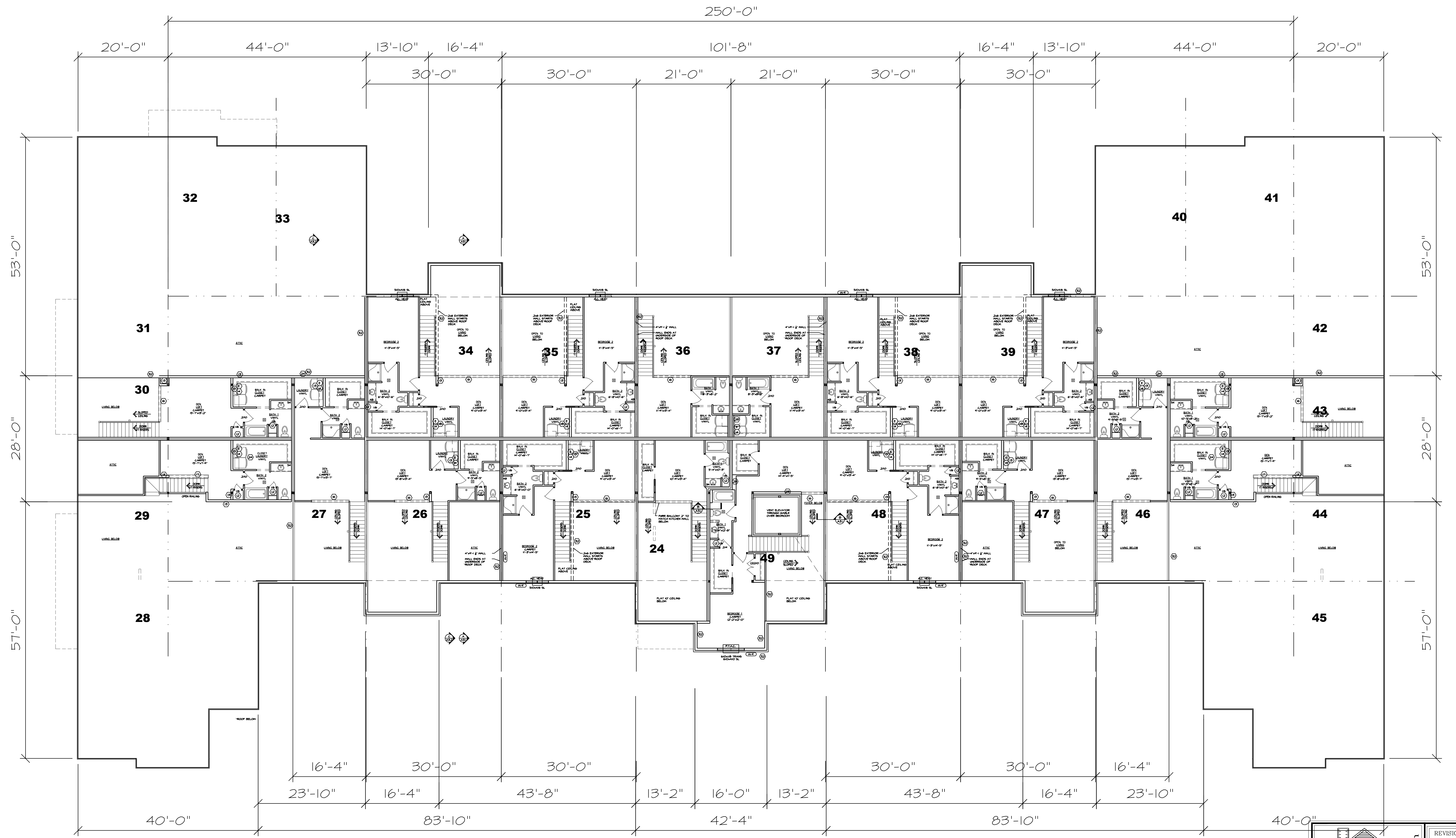
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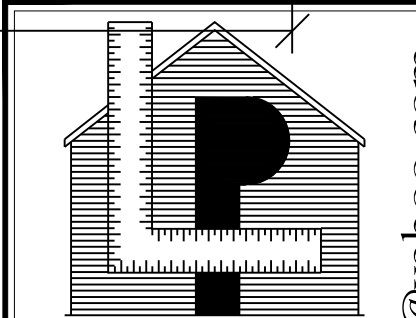
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LOFT FLOOR PLAN  
SCALE: 3/32" = 1'-0"



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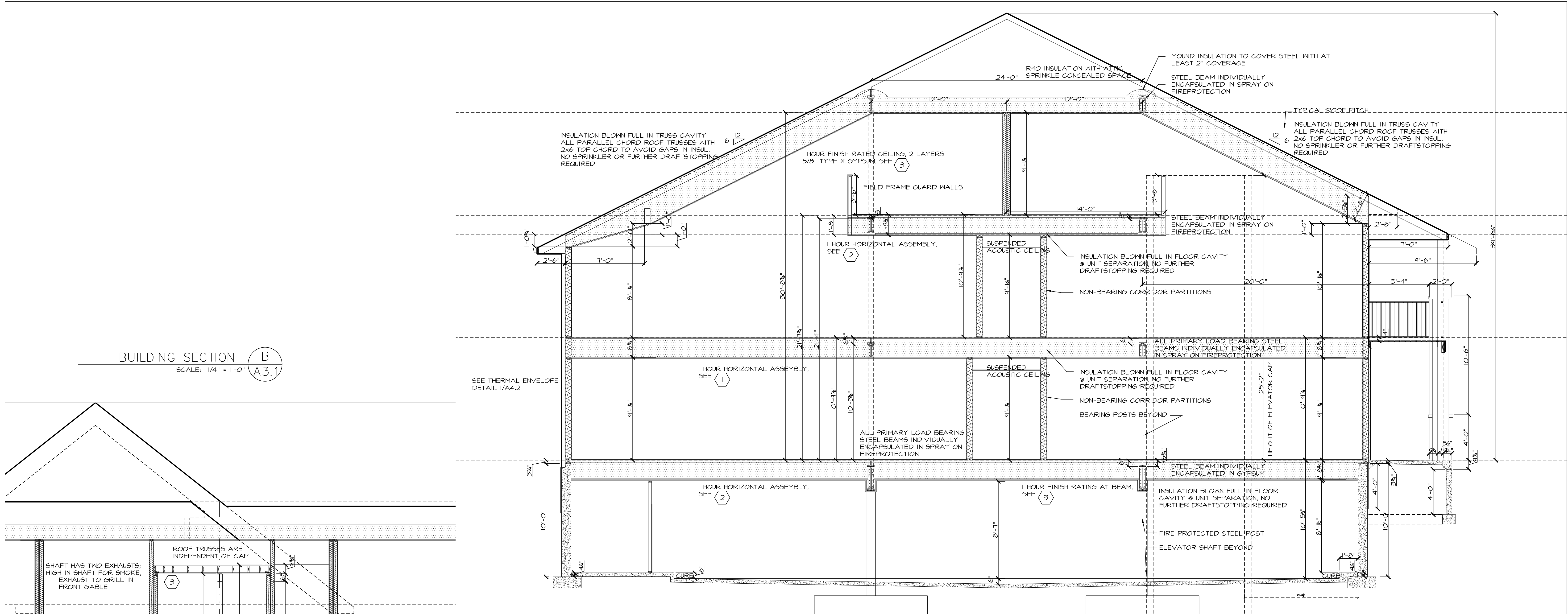
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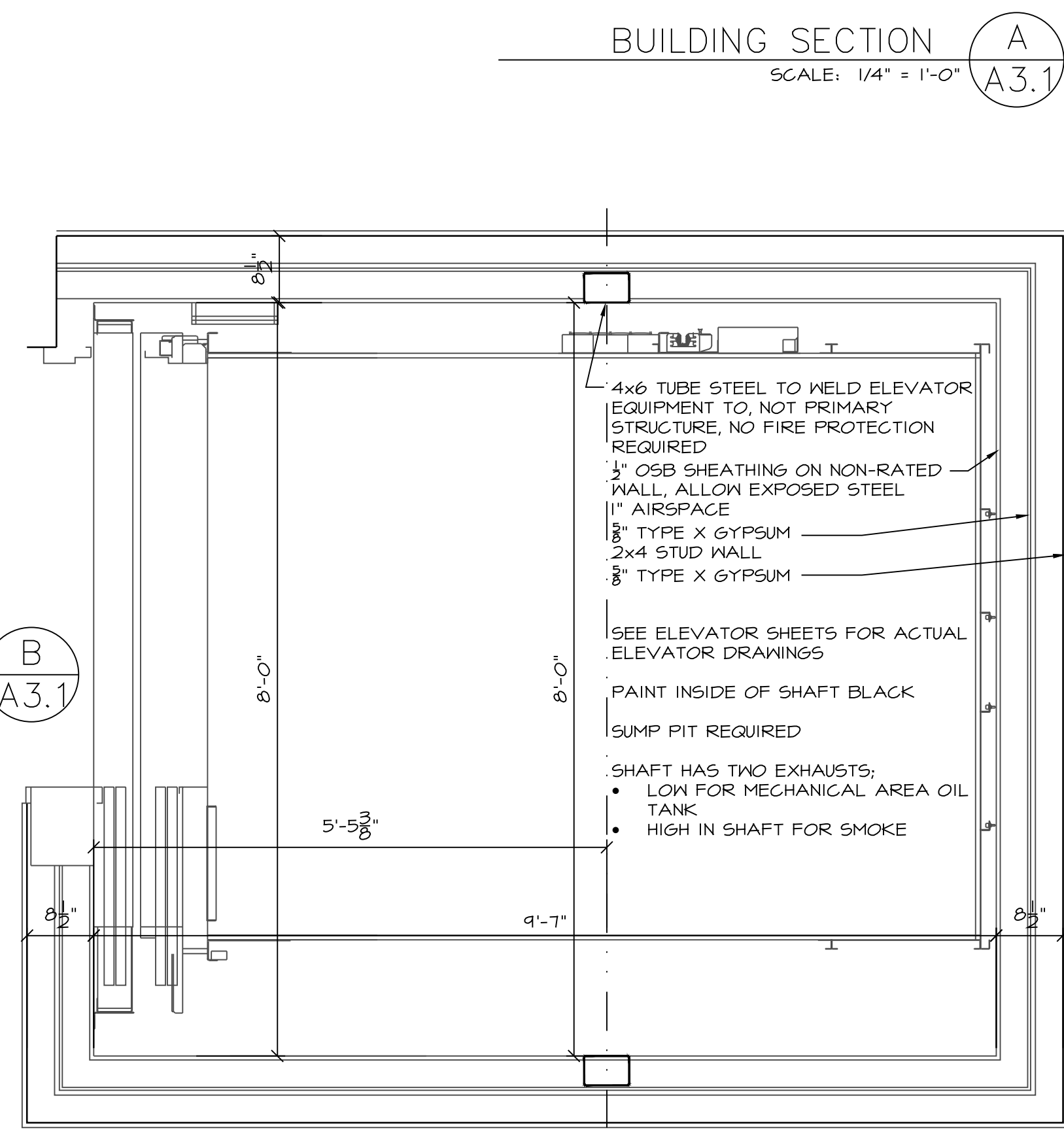
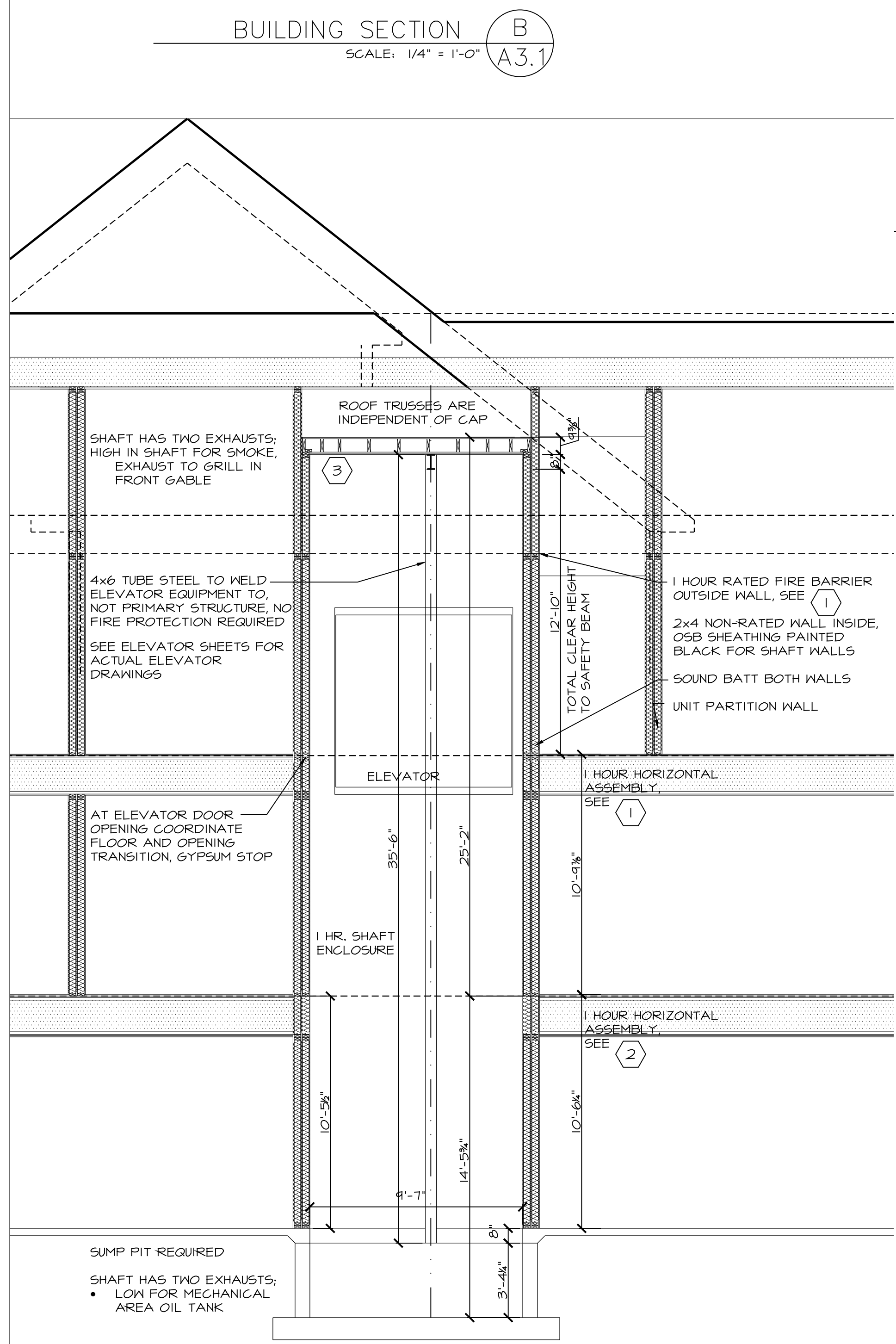
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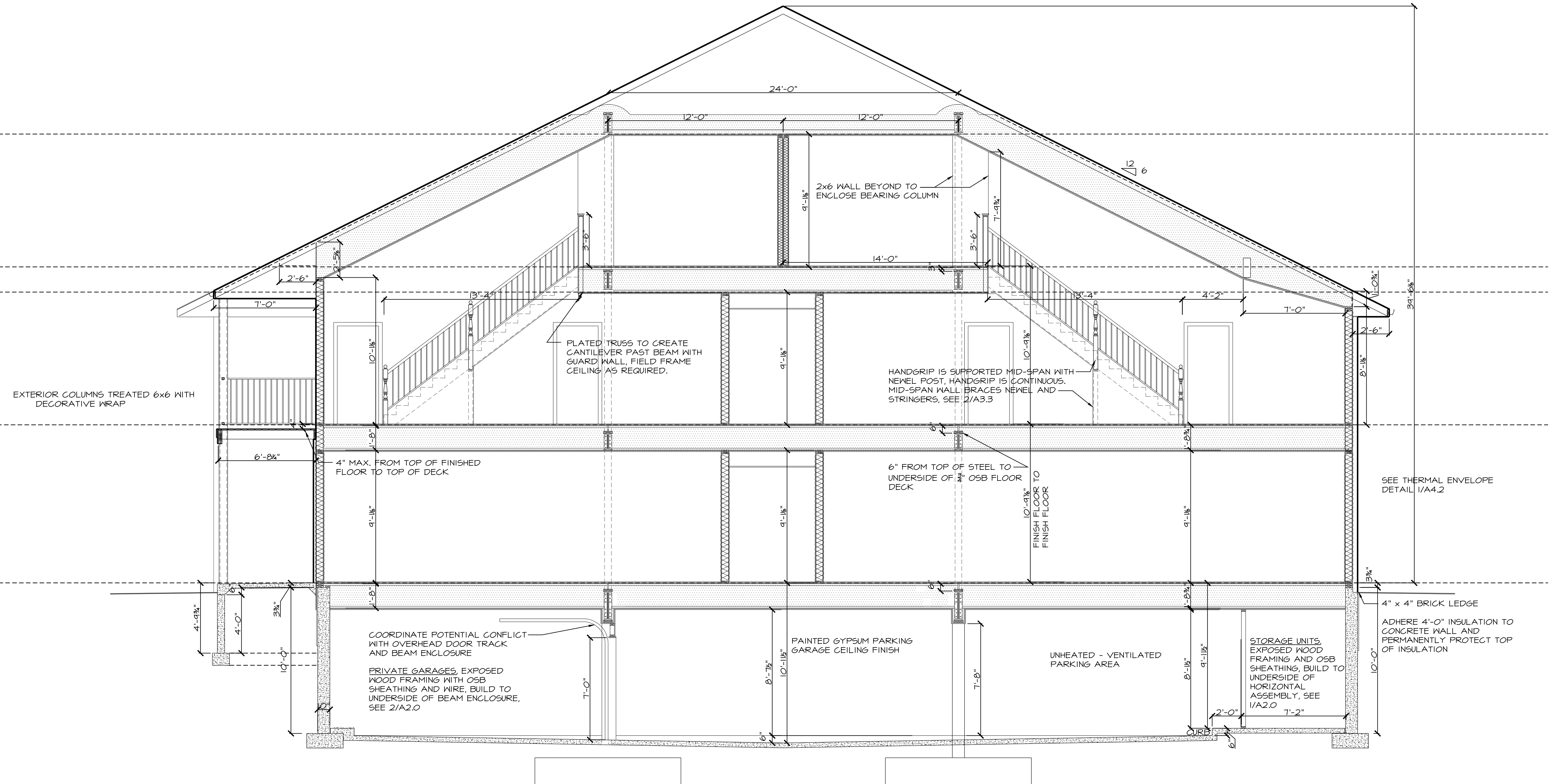
- TYPICAL FIRE RATED STRUCTURES NOTES**
1. ALL EXTERIOR WALLS ARE FIRE RATED FROM THE INSIDE, STUDS 2x6x16" O.C. UNLESS OTHERWISE NOTED.
  2. ALL INTERIOR PARTITIONS ARE NON-BEARING AND STUDS ARE 2x 24" O.C. UNIT SEPARATIONS ARE 1 HOUR RATED AND CORRIDORS ARE 1/2 HOUR RATED, U.O.N.
  3. NO DRAFTSTOPPING REQUIRED IN FLOOR OR ATTIC SPACES.
  4. FIRST FLOOR (HORIZONTAL ASSEMBLY) 1 HOUR RATED, STEEL IS INDIVIDUALLY ENCAPSULATED. RESILIENT CHANNEL FOR PARKING AREA CEILING U.O.N.
  5. SECOND FLOOR (HORIZONTAL ASSEMBLY) 1 HOUR RATED, STEEL IS INDIVIDUALLY SPRAY FIRE PROTECTED. 1B-1 CHANNEL FOR FIRST FLOOR CEILING U.O.N.
  6. THIRD OR LOFT FLOOR (HORIZONTAL ASSEMBLY) 1 HOUR RATED, STEEL IS SPRAY FIRE PROTECTED. RESILIENT CHANNEL FOR SECOND FLOOR CEILING U.O.N.
  - 7.



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 SHEET  
**A**  
**3.1**



EXTERIOR COLUMNS TREATED 6x6 WITH DECORATIVE WRAP

PLATED TRUSS TO CREATE CANTILEVER PAST BEAM WITH GUARD WALL, FIELD FRAME CEILING AS REQUIRED.

HANDGRIP IS SUPPORTED MID-SPAN WITH NEHEL POST, HANDGRIP IS CONTINUOUS, MID-SPAN WALL BRACES NEHEL AND STRINGERS, SEE 2/A3.3

COORDINATE POTENTIAL CONFLICT WITH OVERHEAD DOOR TRACK AND BEAM ENCLOSURE  
PRIVATE GARAGES, EXPOSED WOOD FRAMING WITH OSB SHEATHING AND WIRE, BUILT TO UNDERSIDE OF BEAM ENCLOSURE, SEE 2/A2.0

PAINTED GYPSUM PARKING GARAGE CEILING FINISH

UNHEATED - VENTILATED PARKING AREA

STORAGE UNITS, EXPOSED WOOD FRAMING AND OSB SHEATHING, BUILT TO UNDERSIDE OF HORIZONTAL ASSEMBLY, SEE 1/A2.0

SEE THERMAL ENVELOPE DETAIL 1/A4.2

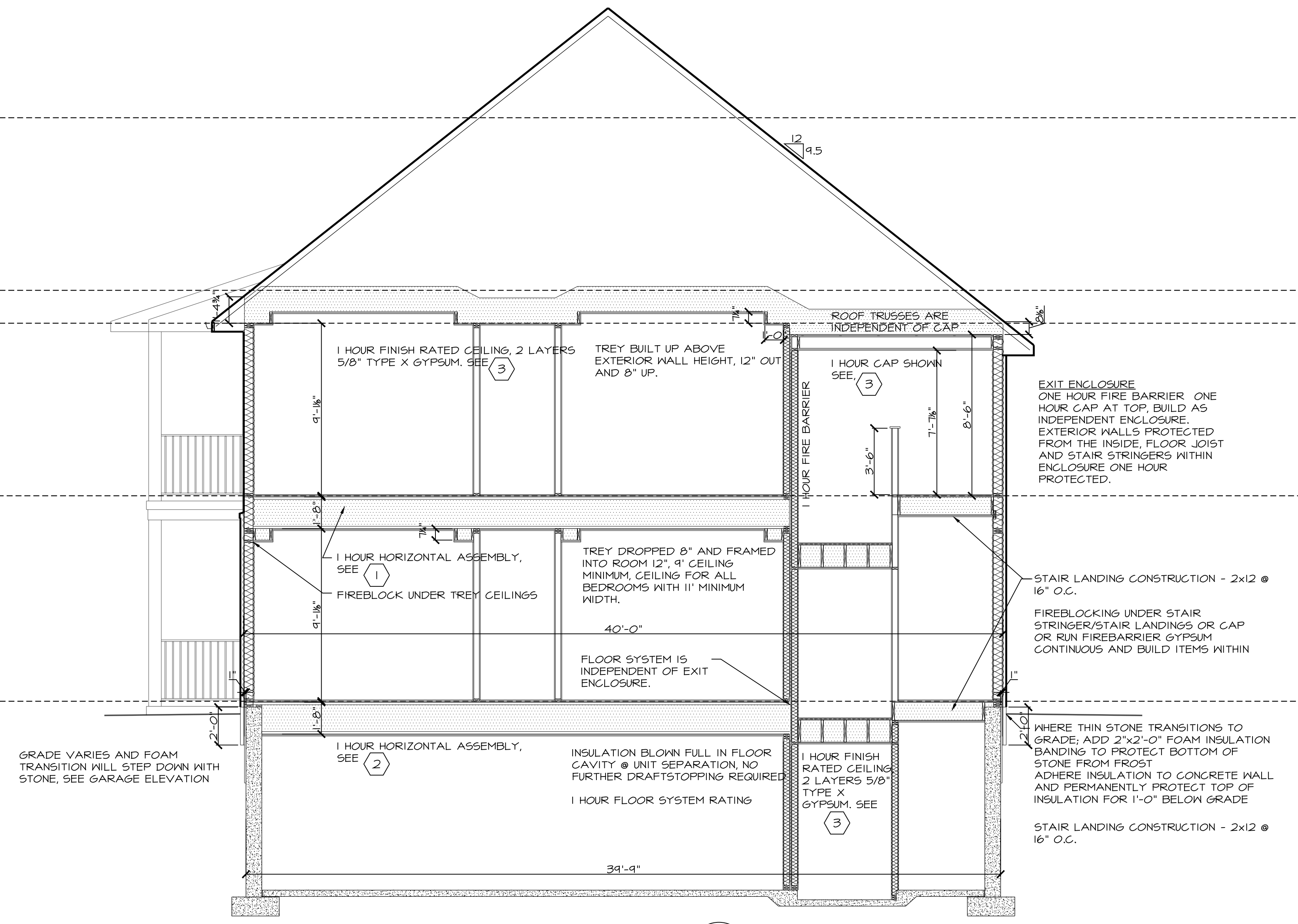
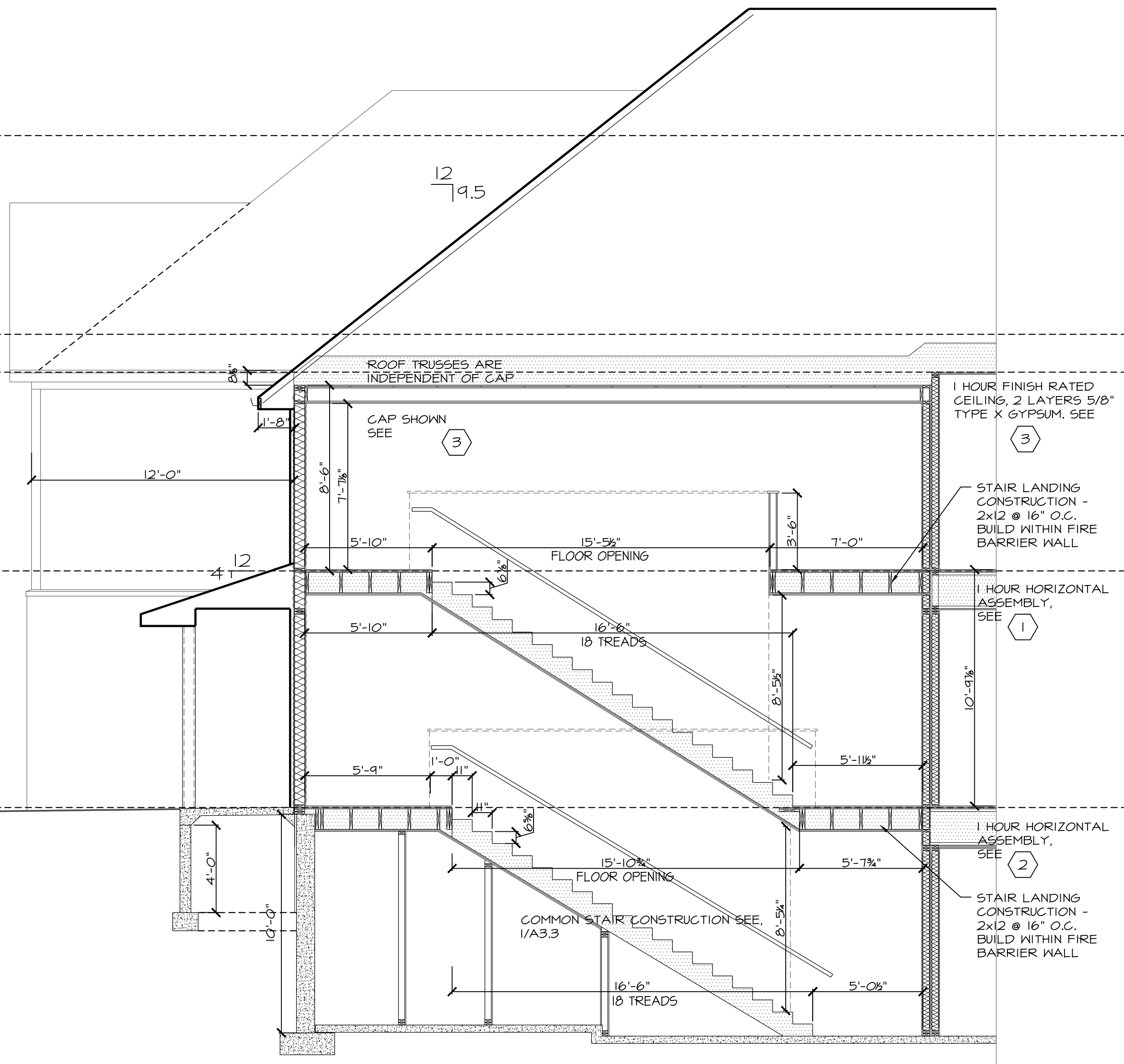
4" x 4" BRICK LEDGE  
ADHERE 4'-0" INSULATION TO CONCRETE WALL AND PERMANENTLY PROTECT TOP OF INSULATION

BUILDING SECTION **C**  
SCALE: 1/4" = 1'-0" **A3.2**

  
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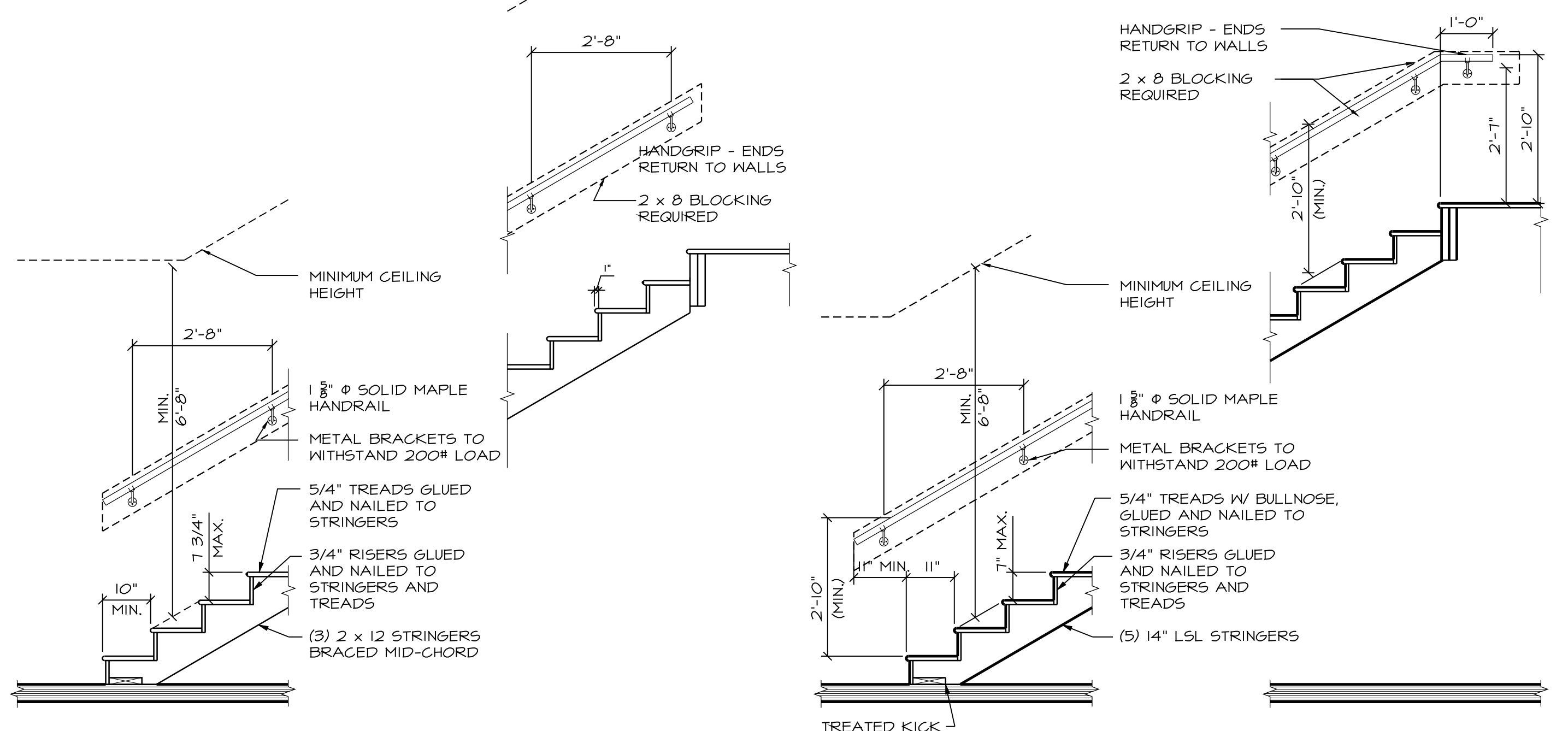


BUILDING SECTION **D**  
SCALE: 1/4" = 1'-0" **A3.3**

BUILDING SECTION **E**  
SCALE: 1/4" = 1'-0" **A3.3**

- GENERAL NOTES—STAIRS WITHIN DWELLING UNITS:**
- HEADROOM** - EVERY STAIR SHALL HAVE A MINIMUM HEADROOM CLEARANCE OF 6 FEET 8 INCHES. THE MINIMUM CLEARANCE SHALL BE MEASURED VERTICALLY FROM A LINE PARALLEL TO THE NOSING OF THE TREADS TO THE CEILING OR SOFFIT DIRECTLY ABOVE THAT LINE.
  - TREADS AND RISERS** - RISERS MAY NOT EXCEED 7.75" IN HEIGHT, TREADS SHALL BE AT LEAST 10" IN DEPTH. A NOSING OF 1" SHALL BE PROVIDED ON STAIRWAYS WITH SOLID RISERS WHERE THE TREAD DEPTH IS LESS THAN 11". THERE SHALL BE NO VARIATION IN UNIFORMITY EXCEEDING 3/8" IN THE DEPTH OF TREADS OR HEIGHT OF RISERS. DIMENSIONS SHOULD BE MEASURED PRIOR TO FINISH MATERIALS.
  - HANDRAILS AND HALF WALLS** - A HANDRAIL SHALL BE PLACED ON EITHER SIDE OF STAIR AT 34" TO 38" ABOVE THE NOSING OF THE TREAD. HALF WALLS OR GUARD WALLS TO BE MINIMUM 42" ABOVE TREAD AND SAME LOADING REQUIREMENTS.
  - HAND GRIP DIMENSIONS** - THE HAND GRIP PORTION OF A HANDRAIL MAY NOT BE LESS THAN 1 1/4" INCHES NOR MORE THAN 2 INCHES IN ANY HORIZONTAL CROSS-SECTIONAL DIMENSION. IF HAND RAIL IS NOT CIRCULAR, THE PERIMETER SHALL BE AT LEAST 4" AND NOT GREATER THAN 6 1/4" WITH A MAX. CROSS-SECTIONAL DIMENSION OF 2 1/4". ALL EDGES TO HAVE A 1/8" RADIUS.
  - WALL CLEARANCE** - THE CLEARANCE BETWEEN A HANDRAIL AND A WALL SURFACE SHALL BE AT LEAST 1 1/2 INCHES.
  - LOADING** - HANDRAILS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND A 200-POUND LOAD APPLIED IN ANY DIRECTION, AT ANY POINT OR 50 POUNDS PER LINEAL FOOT.
  - TYPICAL STAIR CONSTRUCTION** - (3) 2 x 12 #2 D.F. STRINGERS BRACED MID-SPAN, 1 x 8 RISERS, AND 5/4 (NOMINAL) BULL NOSE TREADS.

- GENERAL NOTES — COMMON STAIRS:**
- HEADROOM** - EVERY STAIR SHALL HAVE A MINIMUM HEADROOM CLEARANCE OF 6 FEET 8 INCHES. THE MINIMUM CLEARANCE SHALL BE MEASURED VERTICALLY FROM A LINE PARALLEL TO THE NOSING OF THE TREADS TO THE CEILING OR SOFFIT DIRECTLY ABOVE THAT LINE.
  - TREADS AND RISERS** - THERE SHALL BE NO VARIATION IN UNIFORMITY EXCEEDING 3/8" DIFFERENCE BETWEEN THE SMALLEST AND LARGEST RISE OR BETWEEN THE SMALLEST AND LARGEST TREAD. STEPS SHALL HAVE A RISE OF NOT MORE THAN 7 INCHES. STEPS SHALL NOT HAVE A TREAD LESS THAN 11 INCHES.
  - HANDRAIL DETAILS** - THE TOP OF A HANDRAIL GRIPPING SURFACE SHALL BE MOUNTED BETWEEN 34 AND 38 INCHES ABOVE THE NOSING OF THE TREADS ON STAIRWAYS. HALF-WALLS IN NONDWELLING UNIT PORTIONS OF BUILDING SHALL EXTEND AT LEAST 42 INCHES ABOVE THE FINISHED FLOOR.
  - HAND GRIP DIMENSIONS** - HANDRAILS ARE TO HAVE AN OUTSIDE DIAMETER OF 1 1/4 INCHES MINIMUM TO 2 INCHES. IF HAND RAIL IS NOT CIRCULAR, THE PERIMETER SHALL BE AT LEAST 4" AND NOT GREATER THAN 6 1/4" WITH A MAX. CROSS-SECTIONAL DIMENSION OF 2 1/4". ALL EDGES TO HAVE A 1/8" RADIUS.
  - WALL CLEARANCE** - THE CLEARANCE BETWEEN A HANDRAIL AND A WALL SURFACE SHALL BE AT LEAST 1 1/2 INCHES.
  - LOADING** - HANDRAILS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND A 200-POUND LOAD APPLIED IN ANY DIRECTION, AT ANY POINT OR TO RESIST 50 POUNDS PER LINEAL FOOT APPLIED TO THE TOP.
  - TYPICAL STAIR CONSTRUCTION** - (4) 14" LSL STRINGERS, 1 x 8 RISERS, AND 5/4 BULL NOSE TREADS.
  - EXTENSIONS** - HANDRAILS SHALL RETURN BACK TO THE WALL. RAILS ARE TO EXTEND HORIZONTALLY AT LEAST 12 INCHES BEYOND THE TOP RISER AND CONTINUE TO SLOPE FOR THE DEPTH OF ONE TREAD BEYOND THE BOTTOM RISER.



DWELLING UNIT STAIR TYPICAL DETAIL  
SCALE: 1/2" = 1'-0" **2**  
**A3.3**

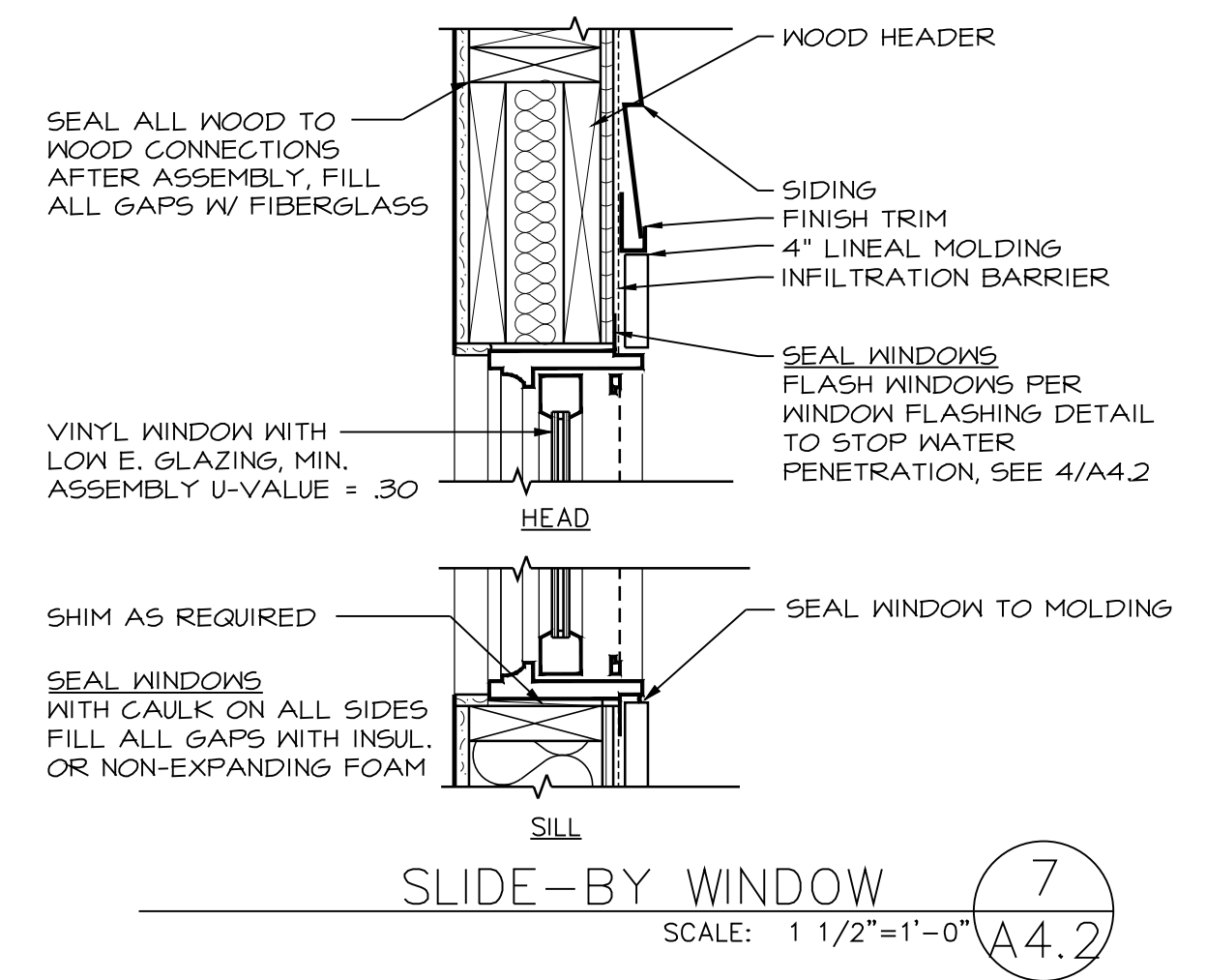
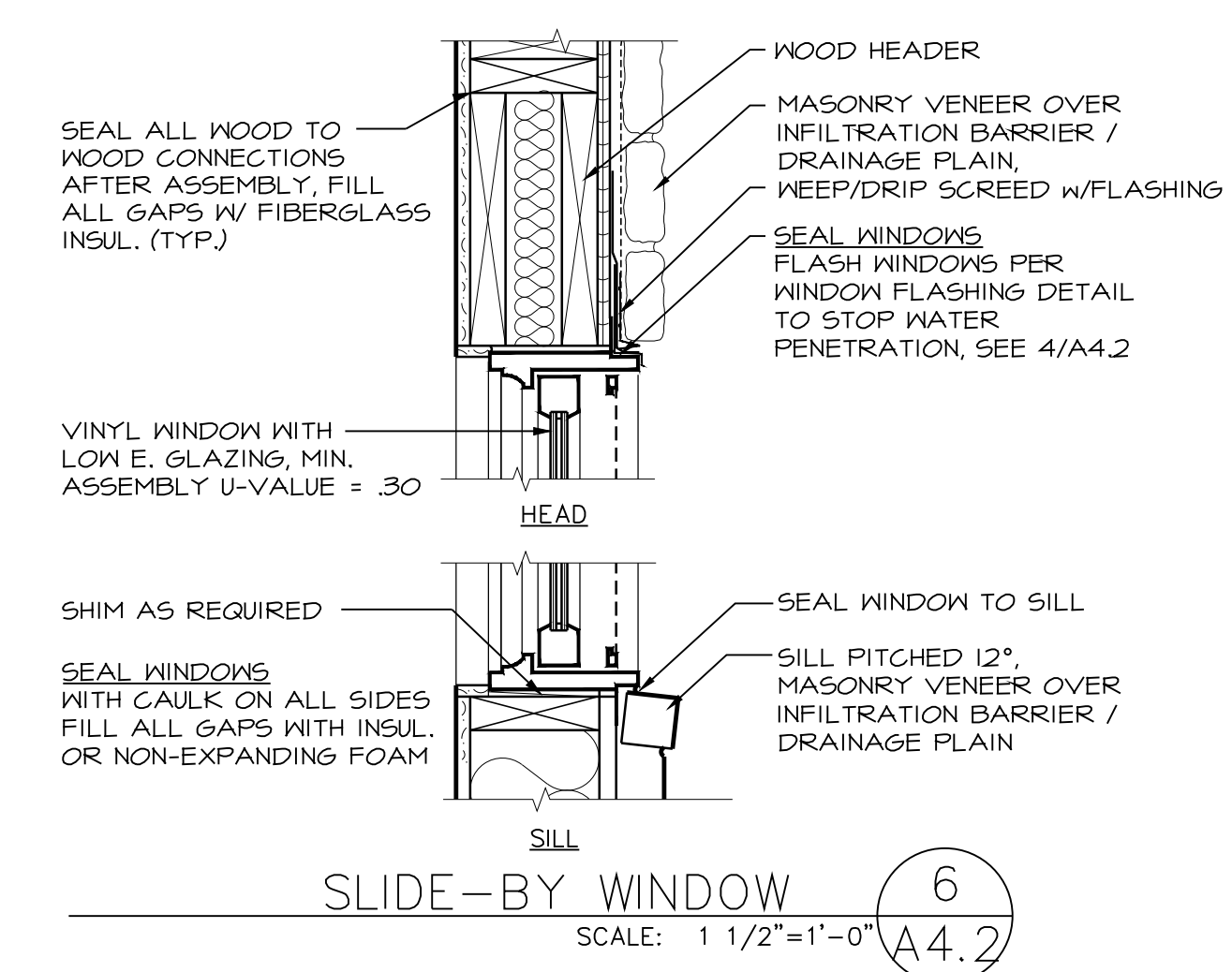
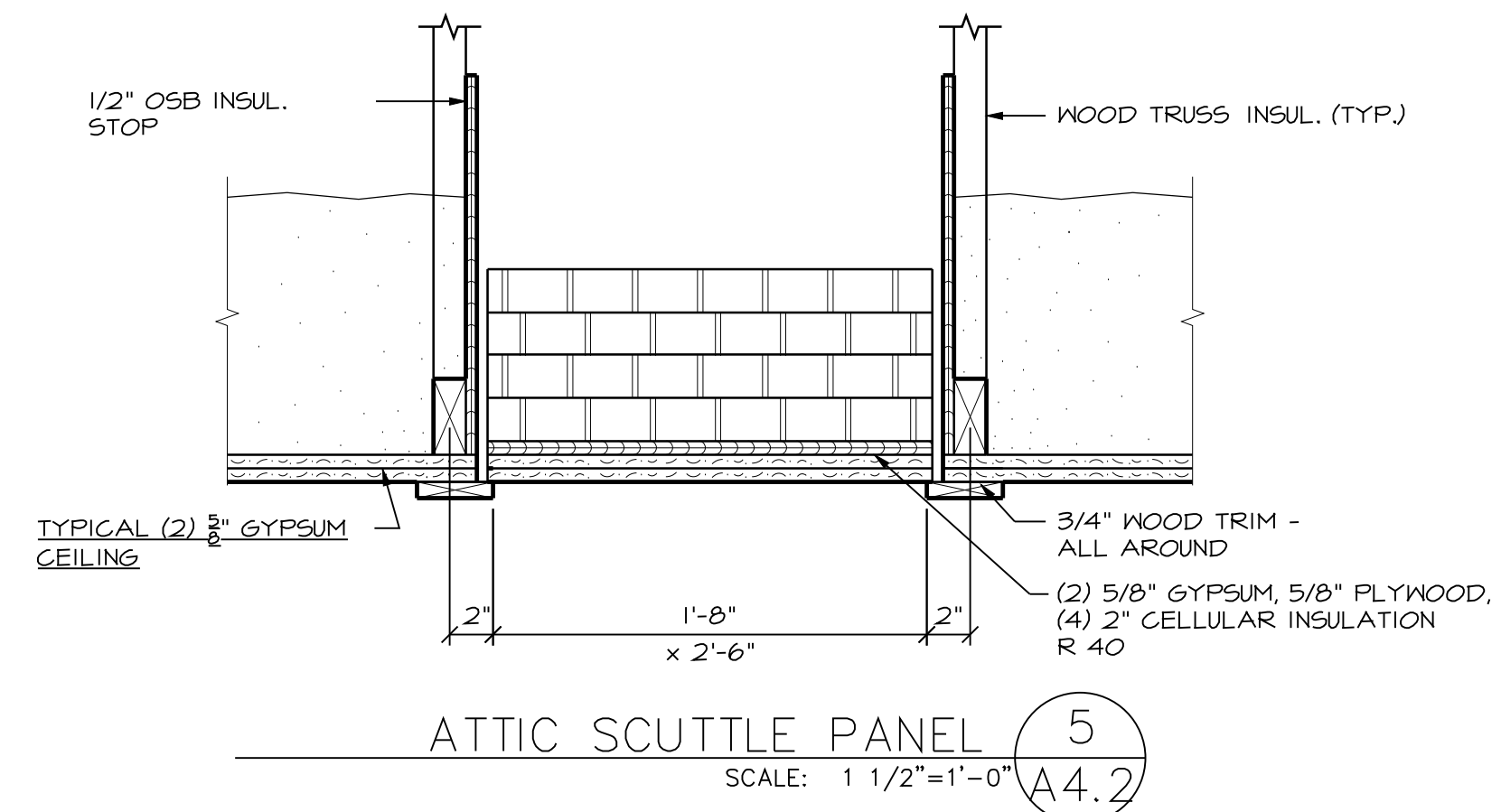
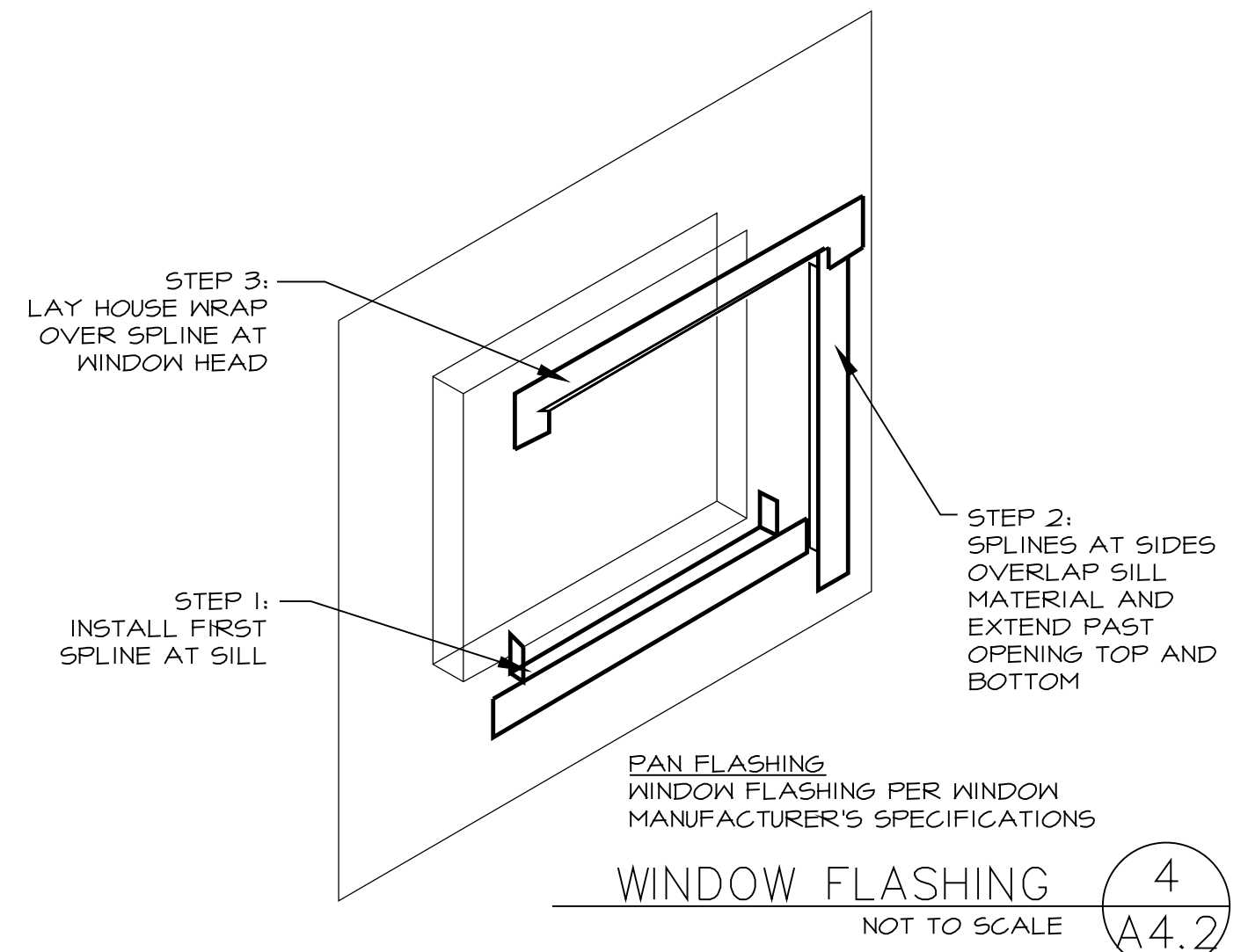
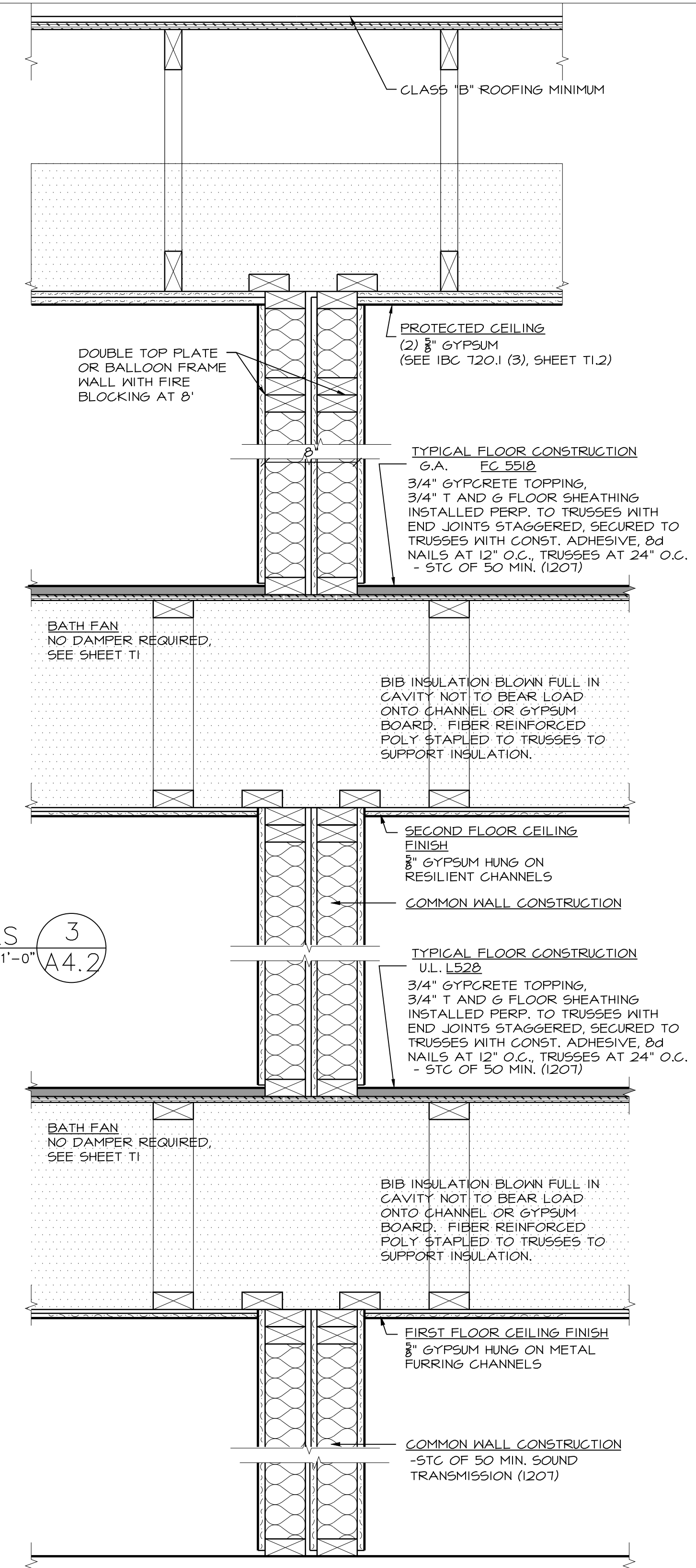
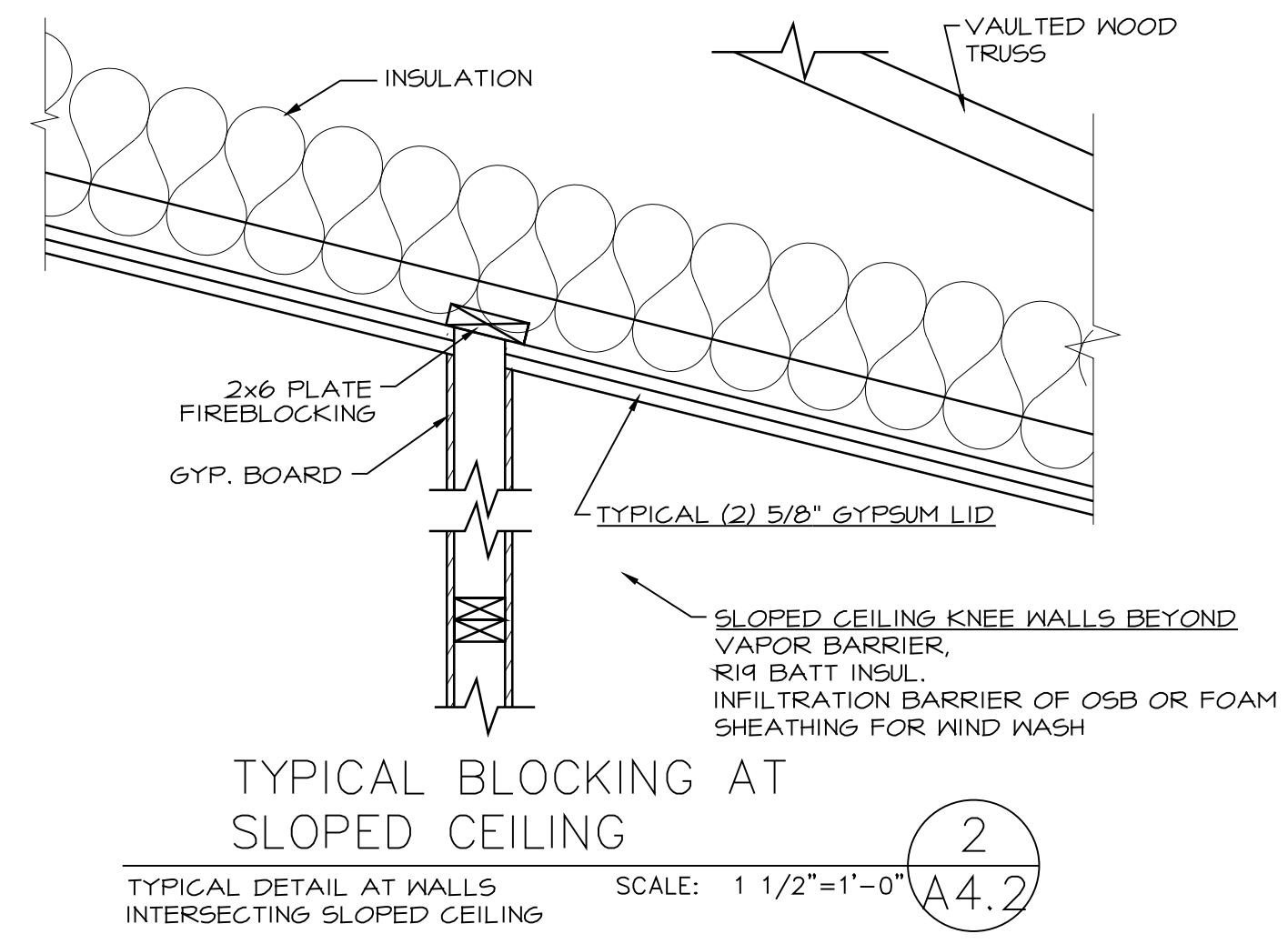
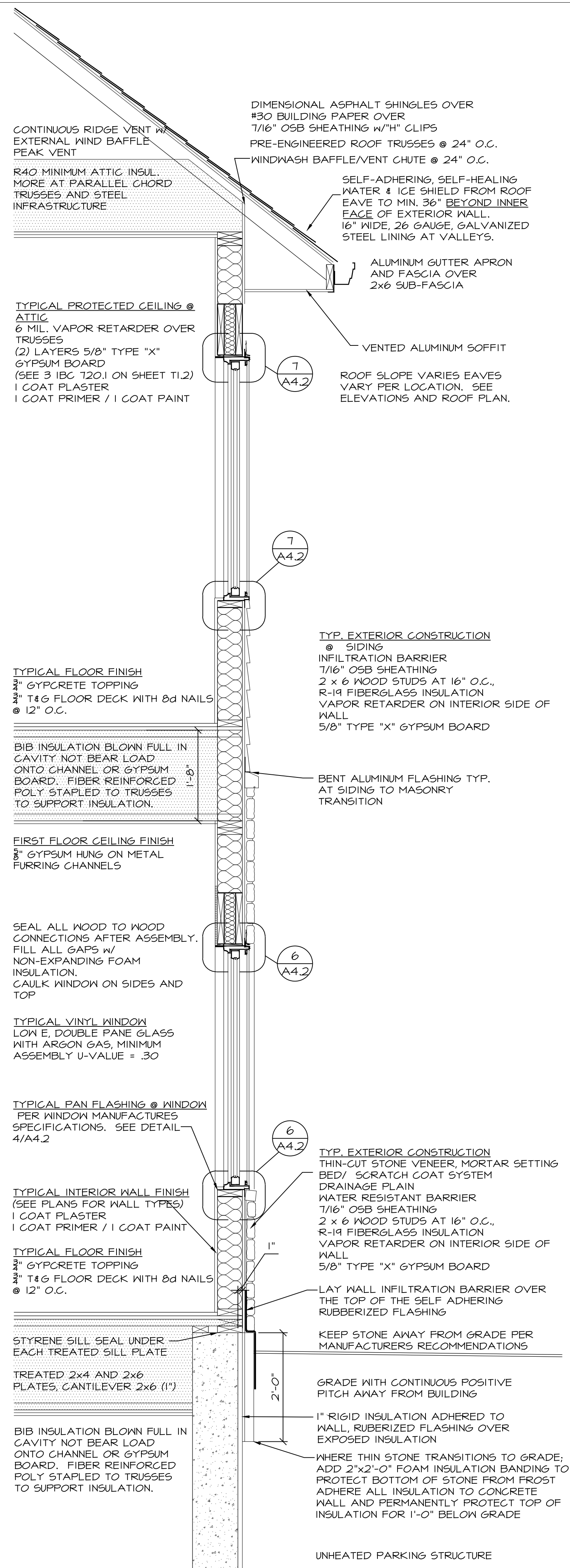
COMMON STAIR TYPICAL DETAIL  
SCALE: 1/2" = 1'-0" **1**  
**A3.3**

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# Proposed New 8 Unit Town & Coachomes with Attached Garages;

# Lexington Homes

## xxx

## xx, WI

BUILDING CODE INFORMATION 2009 IBC (WISCONSIN)			
CODE CHAPTER	CODE TITLE	CODE CHAPTER	CODE INFORMATION
3	USE AND OCCUPANCY	310.1	R-2 RESIDENTIAL
4	USE AND OCCUPANCY SPECIAL PROVISIONS	406.1.1	NO MORE THAN 3,000 S.F. OF GARAGE PERMITTED WITHOUT 2 HOUR FIREWALL, SEE WISCONSIN BUILDING PRODUCT EVALUATION (201502-0) FOR ALTERNATIVE FIRE PROTECTION
5	ALLOWABLE AREA SPRINKLER INCREASE STREET FRONTAGE INCREASE SPRINKLER INCREASE INCIDENTAL USE	503 504.2 506.2 506.3 508.2.5	TYPE VB, 2 STORIES AND 7,000 S.F. PER FLOOR, 40' HEIGHT 20' HEIGHT AND 3 STORIES INCREASE. NO AREA INCREASE (20' SIDES) (20' FRONT AND BACK) = 12,250 S.F. ALLOWABLE PER FLOOR MAX. NOT APPLICABLE METER ROOM INCIDENTAL USE, SMOKE SEPARATION REQUIRED, 0 HOUR RATED WALL
6	CONSTRUCTION TYPE SEPARATION DISTANCE	602	VB WOOD FRAME UNPROTECTED ALL EXTERIOR WALLS MORE THAN 10' FROM IMAGINARY PROPERTY LINES, 0 HOUR SEPARATION REQ.
7	RATED CONSTRUCTION CONTINUITY  FIRE DOOR RATINGS  BATH FANS / EXHAUST FAN  FLOOR DRAFTSTOPPING ATTIC DRAFTSTOPPING	707 709 709.4 712  715.4 716  716.6.1  717.3.2 717.4.2	NO FIRE BARRIERS 1 HOUR FIRE PARTITION AT UNIT SEPARATIONS REQUIRED. FIRE PARTITIONS CONTINUOUS TO SECOND FLOOR CEILING (EXCEPTION 5) 1 HOUR HORIZONTAL ASSEMBLY BETWEEN UNITS AT FLOOR / CEILING. FIRST FLOOR WALLS BEARING FLOOR ASSEMBLY NOT REQUIRED TO BE RATED PER EXCEPTION 712.4 EXCEPTION 2 FIRE PARTITION - DOORS IN GARAGE WALLS - 1/3 HOUR REQ. EXHAUST FAN PENETRATION DOES NOT REQUIRE A RADIATION DAMPER NOR PLACEMENT IN A WALL CAVITY, FIRE STOP ANNULAR SPACE AROUND THE FAN BOX FOR BOTH BATH FAN AND DRYER VENT. ENSURE DRYER EXHAUST (VENT) LENGTH IS NOT EXCEEDED, USE A 4" EXTERIOR HOOD AS NEEDED. EXCEPTION: THROUGH PENETRATIONS A DUCT IS PERMITTED TO PENETRATE THREE FLOORS OR LESS WITHOUT A FIRE DAMPER AT EACH FLOOR PROVIDED SUCH DUCT MEETS ALL THE REQUIREMENTS LISTED IN 716.6.1 (EXCEPTION) DRAFTSTOPPING USED, SUBDIVIDE INLINE WITH UNIT SEPARATIONS. DRAFTSTOPPING USED, SUBDIVIDE ATTIC TO 3,000 S.F. MAX. OR EVERY 2 DWELLING UNITS
8	INTERIOR FINISHES	803.4	CLASS C FLAME SPREAD 75-20, CORRIDORS (SPRINKLERED) CLASS C FLAME SPREAD 75-20, ALL ROOMS (SPRINKLERED)
9	FIRE PROTECTION SMOKE DETECTION	903.3.1.2 907.2.11.3	NFPA 13R SPRINKLER SYSTEM REQ. INTERCONNECTED SMOKE DETECTORS / ALARMS REQ.
10	OCCUPANT LOAD COMMON PATH OF TRAVEL  EMERGENCY ESCAPE OPENINGS	1004.1 1014.3  1029	SECOND FLOOR OCCUPANT LOAD IS PER UNIT, 36" WIDE CORRIDOR MINIMUM REQ. 125' TRAVEL DISTANCE NOT EXCEEDED FROM FURTHEST POINT OF SECOND FLOOR UNIT TO TWO DIRECTIONS OF TRAVEL (EXCEPTION 4, SPRINKLERED NFPA 13R) WINDOWS AS SECOND WAY OUT OF BUILDING IN EMERGENCY FIRST FLOOR WINDOW OPENINGS 5 SQUARE FEET SECOND FLOOR WINDOW OPENINGS 5.7 SQUARE FEET MINIMUM NET CLEAR OPENING OF 20" WIDE x 24" HIGH 44" FROM FLOOR
11	ACCESSIBILITY  PARKING SPACES DWELLING UNITS ACCESSIBLE UNITS	1104  1106.2 1107 1107.6.2	ACCESSIBLE ROUTE TO FRONT DOORS OF ALL TYPE B UNITS AND ALL FIRST FLOOR B UNIT DOORS AND PATIO DOORS GROUP R-2, 2% BUT NOT LESS THAN 1 ALL FIRST FLOOR UNITS ARE TYPE "B" UNITS MINIMUM OCCUPANCIES CONTAINING MORE THAN 20 DWELLINGS, AT LEAST 2% SHALL BE A TYPE "A" UNIT. ALL UNITS ON SITE SHALL BE CONSIDERED TO DETERMINE THE TOTAL NUMBER OF UNITS. UNITS SHALL BE DISPERSED AMONG CLASSES OF UNITS
14	BALCONIES	1406.3	(EXCEPTION 3) BALCONIES ON BUILDINGS OF TYPE V CONSTRUCTION HAVE NO REQ. FIRE RESISTANCE RATING WHERE SPRINKLER PROTECTION IS EXTENDED TO THIS AREA.

INDEX TO DRAWINGS	
T1	TITLE SHEET
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A2.1	FIRST FLOOR PLAN, NOTES, PARTITION TYPES
A2.2	SECOND FLOOR PLAN, NOTES, PARTITION TYPES
A3.1	ROOF PLANS
A4.0	BUILDING SECTION AND DETAILS
A4.1	BUILDING SECTION AND DETAILS
A4.2	DETAILS
A4.3	DETAILS AND THERMAL ENVELOPE
S1.1	STRUCTURAL GENERAL NOTES, NAILING SCHEDULE
S1.2	SHEAR WALL DETAIL AND NOTES, WOOD FRAMING DETAILS
S2.0	FOUNDATION PLAN AND DETAILS
S2.1	FIRST FLOOR FRAMING PLAN AND SCHEDULES
S2.2	SECOND FLOOR AND ROOF TRUSS FRAMING PLAN, DETAILS

AREA DATA				
UNIT NUMBER	S.F. FIRST FLOOR	S.F. SECOND FLOOR	TOTAL UNIT SQUARE FEET	NOTES
1	70	1,183	1,253	MULTIPLE FLOOR UNIT
2	804	887	1,691	TYPE "B" ACCESSIBLE
3	937	0	937	TYPE "B" ACCESSIBLE
4	70	1,524	1,594	MULTIPLE FLOOR UNIT
5	70	1,436	1,506	MULTIPLE FLOOR UNIT
6	937	0	937	TYPE "B" ACCESSIBLE
7	804	756	1,560	TYPE "B" ACCESSIBLE
8	70	1,180	1,250	MULTIPLE FLOOR UNIT
OTHER				
TOTAL				
TOTAL WITHIN DWELLING UNITS FIRST FLOOR		3,762		
FIRST FLOOR TOTAL		6,963		
SECOND FLOOR TOTAL		7,207		
TOTAL OF 8 UNIT BUILDING		14,170		

LEGEND			
SYMBOL	ITEM	SYMBOL	ITEM
	WALL TYPE - REFER TO WALL TYPES		PLAN NOTE
	ELEVATION REFERENCE		REVISION MARK - REFER TO TITLE BLOCK FOR REVISION DATE
	WALL SECTION REFERENCE OR DETAIL CUT - REFER TO SHEET NUMBER INDICATED IN BOTTOM OF SYMBOL		ACCESSIBILITY PLAN NOTE
SYMBOL	ITEM	ITEM DESCRIPTION	
	SMOKE DETECTOR	IBC 907.2.10 - SINGLE AND MULTIPLE STATION SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE AND THE HOUSEHOLD FIRE-WARNING EQUIPMENT PROVISIONS OF NFPA 12.	
	BATH FAN	BATH FANS ARE TO BE IN ROOMS CONTAINING ANY BATHING FIXTURES, BATHTUBS, SHOWERS. IBC 1203.4.2.1 EXHAUST FANS DO NOT REQUIRE FIRE DAMPERS IF PLACED IN CEILING OR WALL - SEE IBC 716	
	VINYL WINDOW	LOW E, DOUBLE PANE GLASS, GLAZING, MINIMUM ASSEMBLY U-VALUE = .30 ALL EXTERIOR WINDOWS ARE CENTERED BETWEEN A ROOM'S WALLS UNLESS NOTED BY A DIMENSION.	

National Electrical Code			
CODE CHAPTER	CODE TITLE	CODE CHAPTER	CODE INFORMATION
110	REQUIREMENTS FOR ELECTRICAL INSTALLATION	110.26	SUFFICIENT WORKING SPACE SHALL BE PROVIDED AROUND ELECTRICAL EQUIPMENT (PANELS). THE DEPTH OF THE SPACE IN THE DIRECTION OF ACCESS TO LIVE PARTS SHALL BE A MINIMUM OF 3 FEET. THE MINIMUM WIDTH OF THE SPACE IN FRONT OF ELECTRICAL EQUIPMENT SHALL BE THE WIDTH OF THE EQUIPMENT OR 30 INCHES, WHICH EVER IS GREATER. THIS WORK SPACE SHALL BE CLEAR AND EXTEND FROM THE FLOOR TO A HEIGHT OF 6.5 FEET. THIS SPACE SHALL NOT BE USED FOR STORAGE.
210	DECKS AND PORCHES	210.52(E)(3)	DECKS AND PORCHES ACCESSIBLE FROM AN INTERIOR DWELLING UNIT SHALL HAVE ONE RECEPTACLE.
240	OVERCURRENT PROTECTION	240.24(d)	OVERCURRENT DEVICES (ELECTRICAL PANELS) SHALL NOT BE LOCATED IN THE VICINITY OF EASILY IGNITABLE MATERIALS, SUCH AS CLOTHES CLOSETS.

**U.L. Design No. L528** Unrestrained Assembly Rating - 1 Hour

(1) FLOOR SYSTEM 2, MIN. 3/4" GYPSUM CONCRETE OVER, 23/32 in. THICK T&G WOOD STRUCTURAL PANELS w/ STRENGTH AXIS OF PANEL TO BE PERPENDICULAR TO TRUSSES w/ JOINTS STAGGERED, SECURE TO TRUSSES w/ CONSTRUCTION ADHESIVE AND STAPLES OR 6d RING SHANK NAILS SPACED 12 in. O.C. ALONG EACH TRUSS.

(2) PARALLEL CHORD TRUSSES 24 in. O.C. MAX.

(3) FURRING CHANNELS - 3/8" DEEP BY 2 1/2" WIDE 25 GAUGE GALVANIZED STEEL.

(3B) ATTACHMENT OF FURRING CHANNELS, CLIPS SPACED 48" O.C. SECURED TO ALTERNATING TRUSSES. USE NO. 8 x 2 1/2" COURSE DRYWALL SCREW. FURRING CHANNEL IS FRICTION FITTED INTO CLIPS. ADJOINING CHANNELS OVERLAPPED.

(4) PROPRIETARY TYPE "C" GYPSUM - 5/8 in. THICK, 4 ft. WIDE SHEETS INSTALLED w/ LONG DIMENSION PERPENDICULAR TO FURRING CHANNELS w/ 1 in. LONG WALLBOARD SCREWS SPACED 12 in. O.C. END JOINTS SECURED TO BOTH CHANNELS.

(5) FINISHING SYSTEM - JOINT COMPOUND APPLIED IN TWO COATS TO SCREW HEADS, SEAMS WITH PAPER TAPE EMBEDDED IN FIRST COAT OF COMPOUND.

(6) OPTIONAL INSULATION SYSTEM NOT USED. INSULATION USED MUST NOT BEAR LOAD ONTO CHANNEL OR GYPSUM BOARD. FIBER REINFORCED POLY STAPLED TO TRUSSES TO SUPPORT INSULATION.

**IBC 720.1(2) RATED FIRE-RESISTANCE PERIODS FOR WALLS AND PARTITIONS a, o, p**

MATERIAL	ITEM NUMBER	CONSTRUCTION	MINIMUM FINISHED THICKNESS FACE TO FACE (INCHES)				1 HOUR FIRE
			4 HR	3 HR	2 HR	1 HR	
14. WOOD STUDS - INTERIOR PARTITION WITH GYPSUM WALLBOARD EACH SIDE	14-1.3 (m)	2" x 4" WOOD STUDS 24" ON CENTER, MIN. WITH 5/8" TYPE "X" GYPSUM WALLBOARD APPLIED VERTICALLY OR HORIZONTALLY WITH 6d NAILS AT 7" ON CENTER WITH END JOINTS ON FRAMING MEMBERS. STAGGER JOINTS EACH SIDE.	---	---	---	4 3/4"	

**UL DESIGN NO. U341 RATED FIRE-RESISTANCE FOR BEARING WALL**

MATERIAL	CONSTRUCTION	1 HOUR FIRE				
		4 HR	3 HR	2 HR	1 HR	
BEARING WALL RATING - WOOD STUD WALL and GYPSUM BOARD	1 2"x4" WOOD STUDS 24" O.C. MAX. CROSS BRACED AT MID-HEIGHT AND EFFECTIVELY FIRESTOPPED AT TOP AND BOTTOM OF WALL. 2 5/8" TYPE "X" GYPSUM WALLBOARD, 4 FT. WIDE, NAILED TO STUDS AND BEARING PLATES 7 in. O.C. w/ 6d CEMENT COATED NAILS 1-1/8 in. LONG, 0.0915 in. SHANK DIA. AND 1/4 in DIA. HEAD 3 JOINTS AND NAIL HEADS- WALLBOARD JOINTS COVERED w/ PAPER TAPE AND JOINT COMPOUND. NAIL HEADS COVERED w/ JOINT COMPOUND. 4 SHEATHING (OPTIONAL)- SEPTUM MAY BE SHEATHED w/ MIN. 7/16 in. THICK APA RATED SHEATHING WOOD STRUCTURAL PANELS OR MIN. 1/2 in. THICK MINERAL AND FIBER BOARD 5 BATT INSULATION - 3-1/2" MAX THICKNESS GLASS OR MINERAL FIBER BATT INSULATION. OPTIONAL IF SHEATHING IS USED ON BOTH HALVES OF WALL.	---	---	---	4 3/4"	

**IBC 720.1(3) MINIMUM PROTECTION FOR FLOOR AND ROOF SYSTEMS a, q**

FLOOR OR ROOF CONSTRUCTION	ITEM NUMBER	CEILING CONSTRUCTION	THICKNESS OF FLOOR OR ROOF SLAB (INCHES)				MINIMUM THICKNESS OF CEILING (INCHES)				1 HOUR FIRE
			4 HOUR	3 HOUR	2 HOUR	1 HOUR	4 HOUR	3 HOUR	2 HOUR	1 HOUR	
21. WOOD JOISTS, FLOOR TRUSSES AND FLAT OR PITCHED ROOF TRUSSES SPACED A MAXIMUM 24" O.C. WITH MIN. 1/2" WOOD STRUCTURAL PANELS WITH EXTERIOR GLUE APPLIED AT RIGHT ANGLES TO JOIST OR TRUSS THROUGH BASE LAYER WITH 1 1/8" TYPE 5 OR TYPE W DRYWALL SCREWS @ 12" O.C. AT JOINTS AND INTERMEDIATE JOIST OR TRUSS. FACE LAYER TYPE G DRYWALL SCREWS PLACED 2" BACK ON EITHER SIDE OF FACE LAYER END JOINTS, 12" O.C.	21-1.1	BASE LAYER: 5/8" TYPE X GYPSUM WALLBOARD APPLIED AT RIGHT ANGLES TO JOIST OR TRUSS @ 24" O.C. MAX. WITH 1 1/4" TYPE S OR TYPE W DRYWALL SCREWS @ 24" O.C. FACE LAYER: 5/8" TYPE X GYPSUM WALLBOARD OR VENEER BASE APPLIED AT RIGHT ANGLES TO JOIST OR TRUSS THROUGH BASE LAYER WITH 1 1/8" TYPE 5 OR TYPE W DRYWALL SCREWS @ 12" O.C. AT JOINTS AND INTERMEDIATE JOIST OR TRUSS. FACE LAYER TYPE G DRYWALL SCREWS PLACED 2" BACK ON EITHER SIDE OF FACE LAYER END JOINTS, 12" O.C.	---	---	---	VAR.	---	---	---	1 1/4"	

**GA FILE NO. FC 5518 WOOD TRUSSES, GYPSUM WALLBOARD**

(1) 3/4" PROPRIETARY GYPSUM FLOOR TOPPING

(2) FLOORING SYSTEM - 23/32 in. THICK T&G WOOD STRUCTURAL PANELS w/ FACE GRAIN OF PLYWOOD OR STRENGTH AXIS OF PANEL TO BE PERPENDICULAR TO TRUSSES w/ JOINTS STAGGERED, SECURE TO TRUSSES w/ CONSTRUCTION ADHESIVE AND 6d RING SHANK NAILS. NAILS SPACED 12 in. O.C. ALONG EACH TRUSS.

(3) 1 1/2" DEEP PARALLEL CHORD TRUSSES 24 in. O.C. MAX.

(4) FIBERGLASS INSULATION

(5) RESILIENT CHANNELS - SPACED 12 in. O.C. PERPENDICULAR TO TRUSSES. CHANNELS SECURED TO EACH TRUSS w/ TYPE S, 1 1/4 in. LONG STEEL SCREW

(6) PROPRIETARY TYPE "X" GYPSUM - 5/8 in. THICK, 4 ft. WIDE SHEETS INSTALLED w/ LONG DIMENSION PERPENDICULAR TO FURRING OR RESILIENT CHANNELS w/ 1 in. LONG WALLBOARD SCREWS SPACED 8 in. O.C.

**SPRINKLER FIRE SUPPRESSION NOTES:**

- TREY CEILINGS UNDER 100 CUBIC FEET AND LESS THAN 12" DEEP DO NOT REQUIRE COVERAGE.
- GARAGE DOOR THAT IS ATTACHED TO THE INDIVIDUAL DWELLING UNIT IS NOT AN OBSTRUCTION, THE OPENER MAY BE.
- 2'-0" EAVE ALLOWABLE WITH 13R COVERAGE.
- FIRE ACCESS PER CHAPTER 13.
- 

- GENERAL NOTES:**
- ALL MATERIALS, WORKMANSHIP AND DETAILS SHALL CONFORM TO THE REQUIREMENTS OF 2009 IBC (WISCONSIN).
  - THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS TO VERIFY THE LOCATION AND DIMENSIONS OF CHASES, INSERTS, OPENINGS, TOILETS, TRUSSES AND OTHER PROJECT REQUIREMENTS.
  - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
  - THE TYPICAL DETAILS SHOWN ON THE DRAWINGS SHALL BE APPLICABLE TO ALL PARTS OF THE CONTRACT DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.
  - THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SAFETY DURING CONSTRUCTION.
  - EXTERIOR ENTRY DOORS ARE FIBERGLASS.
  - THE LIVING UNITS ARE SYMMETRICAL, ALL DETAILS AND DIMENSIONS PERTAIN TO BOTH SIDES.
  - ALL FRAMING IS 24" O.C. ALL ROOF AND FLOOR TRUSSES DIRECTLY LINE UP WITH THE WALL STUD FRAMING UNLESS NOTED OTHERWISE BY PARTITION TYPE.
  - WINDOWS ARE TO PROVIDE EMERGENCY ESCAPE AND RESCUE OPENINGS AT ALL BEDROOMS WITH CLEAR OPENING MAXIMUM HEIGHT 20" (IBC 703.5)

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# 8 Unit Prototype

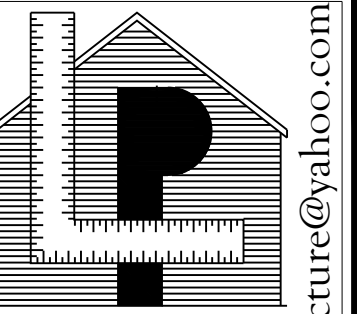
Attached Garage Townhomes  
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**8 Unit Prototype**  
Attached Garage Townhomes  
WISCONSIN

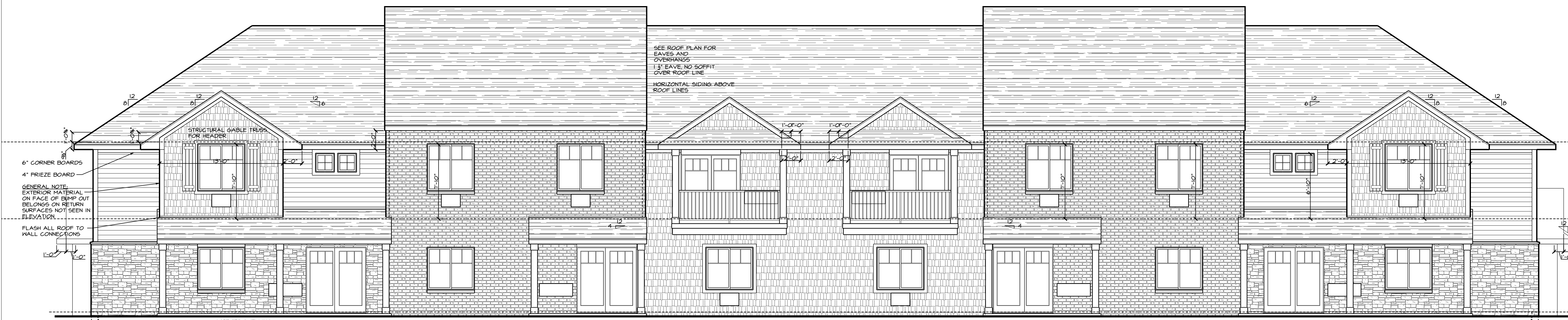
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SHEET

**A**  
**1.1**



**BACK ELEVATION**  
SCALE: 3/16" = 1'-0"

6" CORNER BOARDS  
4" FRIEZE BOARD  
GENERAL NOTE:  
EXTERIOR MATERIAL  
ON FACE OF BUMP OUT  
BELONGS ON RETURN  
SURFACES NOT SEEN IN  
ELEVATION.  
FLASH ALL ROOF TO  
WALL CONNECTIONS

STRUCTURAL GABLE TRUSS  
FOR HEADER

SEE ROOF PLAN FOR  
EAVES AND  
OVERHANGS  
1 1/2" EAVE, NO SOFFIT  
OVER ROOF LINE  
HORIZONTAL SIDING ABOVE  
ROOF LINES

TYPE "B" DWELLING  
PATIO DOOR WITH EGRESS OPENING  
NOT ACCESSIBLE THRESHOLD  
SURFACE MOUNTED LED LIGHT AT EVERY  
FIRST FLOOR PATIO MOUNTED TO CENTER OF  
DECK OR CEILING ABOVE

EXTERIOR COLUMNS  
TREATED 6x6 WITH  
DECORATIVE WRAP



**LEFT SIDE**  
SCALE: 3/16" = 1'-0"



**RIGHT SIDE**  
SCALE: 3/16" = 1'-0"



**DRIVE ELEVATION**  
SCALE: 3/16" = 1'-0"

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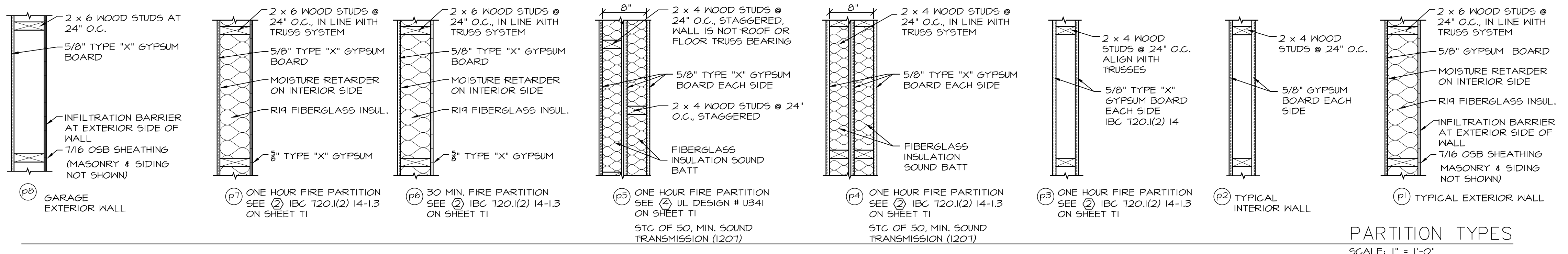


- DWELLING UNIT PLAN NOTES**
- 1 HOUR RATED HORIZONTAL ASSEMBLY WITH GYPCRETE TOPPING, BIB INSULATION AND FURRING CHANNELS.
  - 1 HOUR RATED WALL ASSEMBLY, IF DOUBLE WALL, FIRE RATE THIS SIDE OF WALL.
  - 1 HOUR FINISH RATED CEILING, SEAMS DO NOT REQUIRE TAPE FOR THERE WOULD BE NO GAPS WITH TWO LAYERS.
  - 1 HOUR RATED WALL ASSEMBLY.
  - not used
  - NO RATING FOR FLOOR / CEILING, WITHIN OWN UNIT;
  - (1) LAYER 5/8" TYPE "X" GYPSUM CEILING, NO RESILIENT CHANNEL, NO GYPSUM TOPPING
  - SAME AS 6 WITH 3/4" GYPSUM TOPPING.
  - 1 HOUR RATED HORIZONTAL ASSEMBLY WITH GYPCRETE TOPPING AND RESILIENT CHANNELS.
  - INSULATION BLOWN FULL IN FLOOR/CEILING R40 BIB ON 6 MIL. REINFORCED POLY.
  - INSULATION IN FLOOR/CEILING 3" SOUND BATT.
  - NO INSULATION IN FLOOR/CEILING WITHIN INDIVIDUAL DWELLING UNIT.
  - ATTIC INSULATION R44 MIN.
  - STACK OF (4) 12" DEEP SHELVES, START AT 28" A.F.F. THEN 14" O.C.
  - STACK OF 3 SHELVES, START AT 42" A.F.F. THEN 14" O.C. TO ALLOW ACCESSIBLE KNEE SPACE
  - LANDING OF STAIR IS DROPPED ONE STEP, MAINTAIN RATED WALLS AND FLOOR @ EXPOSED FLOOR SYSTEM.
  - RECESS MECHANICAL ROOM FLOOR 3".
  - FLOOR COVERING TRANSITION LINE.
  - DWELLING UNIT STAIRCASE, SEE DETAIL 1/A4.1
  - ALL EXTERIOR 6x6 TREATED POST WITH DECORATIVE WRAP, CAP AND BASE.
  - 2X6 INTERIOR WALL.
  - 2x4x3'-6" HEIGHT PARTIAL WALL FROM TOP OF OSB OR CONCRETE FLOOR TO TOP OF TOP PLATE, BRACE FOR RIGIDITY, WOOD CAP AND CASING. FINISH ALL EXPOSED SIDES.
  - SLOPED FLOOR OR CEILING. CLOSET FLOORS BUILT INTO SHOE SHELVES. SEE A/A4.0

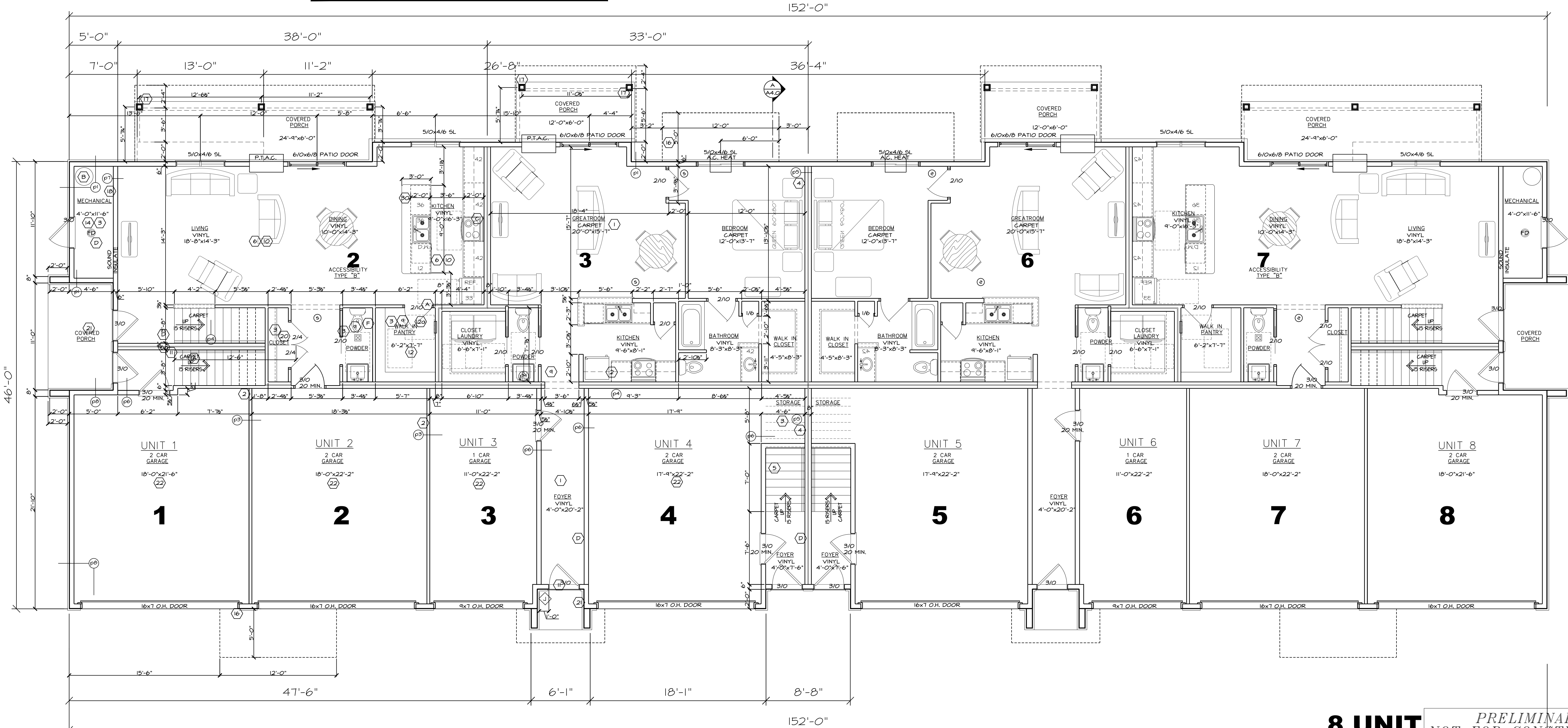
- NO RATED EXTERIOR WALLS, NOT A COURTYARD.
- 2x6x3'-6" HEIGHT PARTIAL WALL FROM TOP OF OSB OR CONCRETE FLOOR TO TOP OF TOP PLATE, BRACE FOR RIGIDITY, WOOD CAP AND CASING. FINISH ALL EXPOSED SIDES.
- 24" DEEP x 54" TALL LINEN WITH TOP @ 55". NO CABINET DOOR, OPEN SHELVES.
- ATTIC SCUTTLE PANEL, SEE 1/A4.2
- FLAT 8' CEILING IN THIS SPACE
- NOT USED
- DROPPED 8" WIDE SOFFIT, PLASTER AND PAINT.
- 2x6x3'-10" HIGH PARTIAL WALL FROM TOP OF OSB OR CONCRETE TO SINGLE TOP PLATE, 11" WIDE TOP. BRACE FOR RIGIDITY.
- 6'-8" HIGH FACE FRAME LINEN WITH STACK OF (4) 12" DEEP SHELVES, FRAME 18" DEEP.
- 3'-6" DEEP COUNTER TOP INCLUDING 18" SNACK BAR OVERHANG, SUPPORT BRACKETS AS REQUIRED. OPEN CABINET BACK.
- SINGLE SHELF WITH POLE ABOVE LAUNDRY, 15"x30" CABINET.
- 2x6x3'-10" HIGH PARTIAL WALL FROM TOP OF OSB OR CONCRETE TO SINGLE TOP PLATE, 18" WIDE TOP. BRACE FOR RIGIDITY.
- 3'-0" HIGH FACE FRAME LINEN WITH (2) 12" DEEP SHELVES, FRAME 18" DEEP, START AT 3'-6" A.F.F.

- DWELLING ELECTRICAL / MECHANICAL NOTES**
- ELECTRIC SERVICE PANEL LOCATION AND 30" MIN. x 36" CLEAR FLOOR SPACE.
  - WATER HEATER.
  - MICROWAVE HOOD COMBINATION ABOVE RANGE. (IN TYPE "A" UNIT - ACCOMMODATE COUNTERTOP MICROWAVE)
  - SURFACE MOUNT ELECTRIC BASEBOARD HEAT.
  - LAUNDRY PLUMBING HOOKUP AND EXHAUST WALL, AVOID RATED WALL. 2x6 WALL, FIELD VERIFY LOCATION FOR POTENTIAL TRUSS INTERFERENCE.
  - PEDESTAL SINK WITH ACCESSIBLE KNEE SPACE.

- DWELLING GENERAL NOTES**
- ALL WINDOWS AND PATIO DOORS ARE VINYL WITH GYPSUM AND PLASTER JAMB RETURNS. WINDOWS ARE TO PROVIDE EMERGENCY ESCAPE AND RESCUE OPENINGS AT ALL BEDROOMS WITH CLEAR OPENING MAXIMUM 44" A.F.F. (IBC 1026)
  - ALL FIRST FLOOR 3/0 DOORS HAVE LOW PROFILE THRESHOLDS, SUPPORT THRESHOLD AS NEEDED. ENTRANCE DOORS ARE FIBERGLASS INSULATED, GARAGE DOORS ARE FIRE RATED. CLOSERS ARE REQUIRED. (IBC 715.4.1)
  - ALL BATHROOM VANITY COUNTER TOPS ARE STONE WITH MOLDED SINK.
  - BRING ALL WALLS TO CEILING, NO PLANT SHELVES OR LEDGES. ALL CLOSETS, PANTRIES, AND LAUNDRIES ON SECOND FLOOR HAVE FLAT 8' HIGH CEILINGS. PROVIDE INSULATION / DRAFTSTOP STOP AS NECESSARY.
  - TRAY CEILINGS NOT TO EXCEED 100 CUBIC FEET IN SIZE.
  - ALL BATHROOM VANITY COUNTER TOPS ARE STONE WITH MOLDED SINK. ALL VANITIES ARE 42" WIDE U.O.N.
  - ALL LINEN CLOSETS 20" DEEP MAX.
  - ALL TUBS ARE 60"x32". ALL SHOWERS ARE 48"x36".
  - PERIMETER OF BUILDING DIMENSIONS ARE TO THE SHEATHING. NOTE EXTERIOR WALL IS LABELED AS 6". INTERIOR DIMENSIONS ARE STUD TO STUD.



**FIRST FLOOR**  
SCALE: 3/16" = 1'-0"



**8 UNIT** PRELIMINARY NOT FOR CONSTRUCTION

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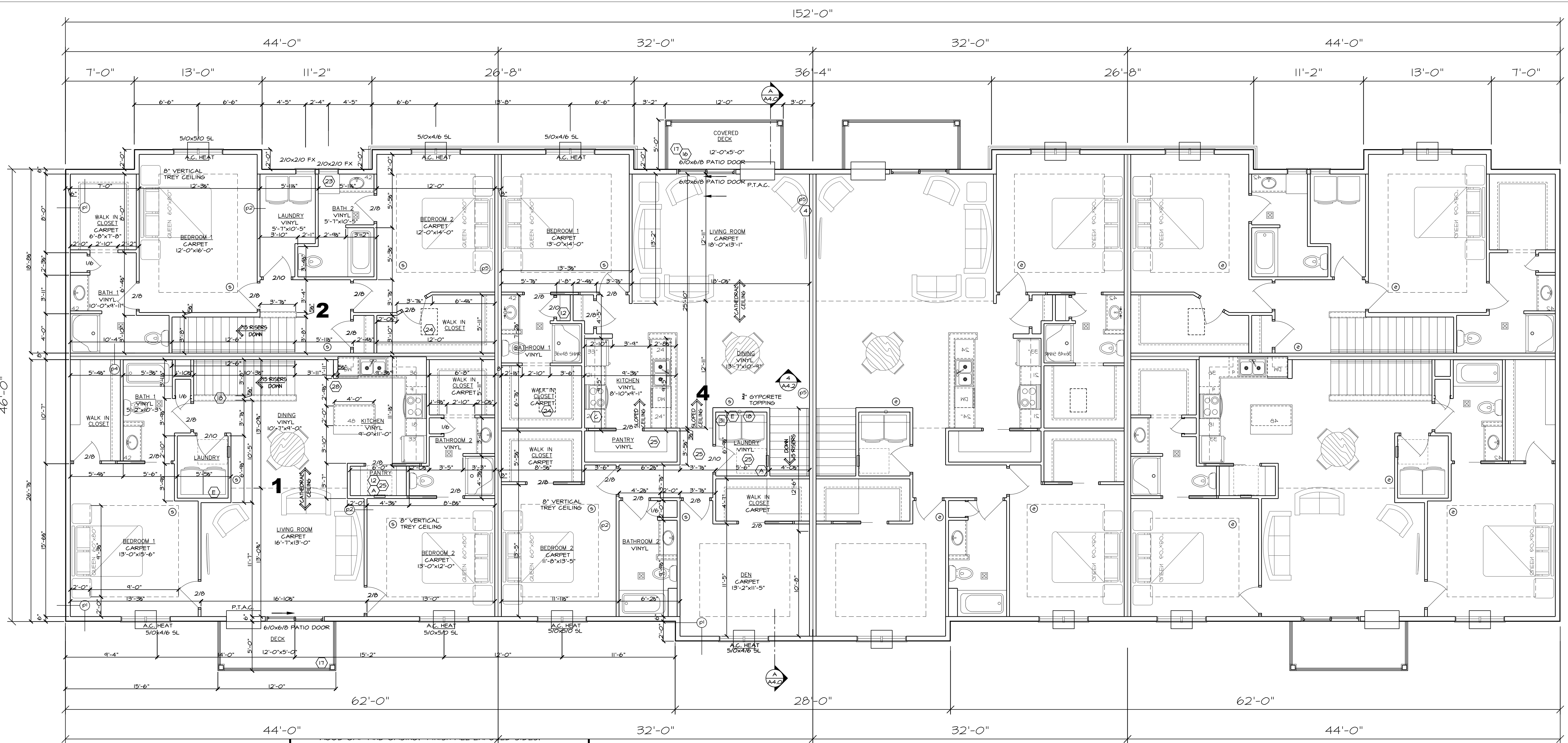
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**8 Unit Prototype**  
*Attached Garage Townhomes*  
**WISCONSIN**  
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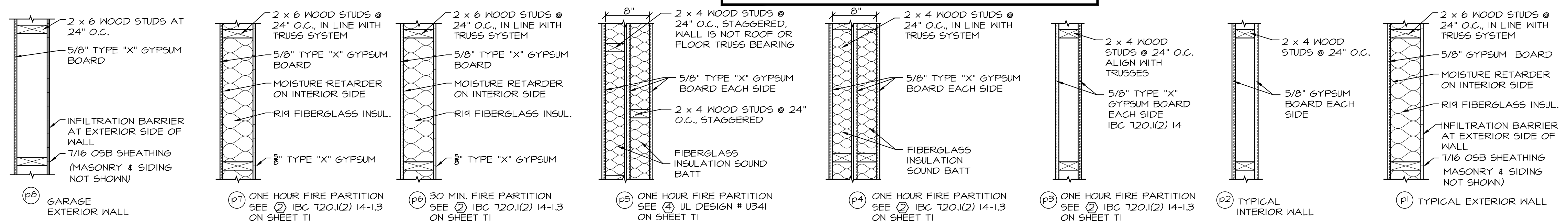
**SECOND FLOOR**  
SCALE: 3/16" = 1'-0"

- DWELLING UNIT PLAN NOTES**
- 1 HOUR RATED HORIZONTAL ASSEMBLY WITH GYPCRETE TOPPING, BIB INSULATION AND FURRING CHANNELS.
  - 1 HOUR RATED WALL ASSEMBLY, IF DOUBLE WALL, FIRE RATE THIS SIDE OF WALL.
  - 1 HOUR FINISH RATED CEILING, SEEMS DO NOT REQUIRE TAPE FOR THERE WOULD BE NO GAPS WITH TWO LAYERS.
  - 1 HOUR RATED WALL ASSEMBLY.  
not used
  - NO RATING FOR FLOOR / CEILING, WITHIN OWN UNIT;
  - (1) LAYER 5/8" TYPE "X" GYPSUM CEILING, NO RESILIENT CHANNEL, NO GYPCRETE TOPPING.
  - SAME AS 6 WITH 3/4" GYPCRETE TOPPING.
  - 1 HOUR RATED HORIZONTAL ASSEMBLY WITH GYPCRETE TOPPING AND RESILIENT CHANNELS.
  - INSULATION BLOWN FULL IN FLOOR/CEILING R40 BIB ON 6 MIL. REINFORCED POLY.
  - INSULATION IN FLOOR/CEILING 3" SOUND BATT.
  - NO INSULATION IN FLOOR/CEILING WITHIN INDIVIDUAL DWELLING UNIT.
  - ATTIC INSULATION R44 MIN.
  - STACK OF (4) 12" DEEP SHELVES, START AT 28" A.F.F. THEN 14" O.C.
  - STACK OF 3 SHELVES, START AT 42" A.F.F. THEN 14" O.C. TO ALLOW ACCESSIBLE KNEE SPACE
  - LANDING OF STAIR IS DROPPED ONE STEP, MAINTAIN RATED WALLS AND FLOOR @ EXPOSED FLOOR SYSTEM.
  - RECESS MECHANICAL ROOM FLOOR 3".
  - FLOOR COVERING TRANSITION LINE.
  - DWELLING UNIT STAIRCASE, SEE DETAIL I/A4.1
  - ALL EXTERIOR 6x6 TREATED POST WITH DECORATIVE WRAP, CAP AND BASE.
  - 2X6 INTERIOR WALL
  - 2x4x3'-6" HEIGHT PARTIAL WALL FROM TOP OF OSB OR CONCRETE FLOOR TO TOP OF TOP PLATE, BRACE FOR RIGIDITY, MOOD CAP AND CASING. FINISH ALL EXPOSED SIDES.
  - SLOPED FLOOR OR CEILING. CLOSET FLOORS BUILT INTO SHOE SHELVES. SEE A/A-0
  - NO RATED EXTERIOR WALLS, NOT A COURTYARD.
  - 2x6x3'-6" HEIGHT PARTIAL WALL FROM TOP OF OSB OR CONCRETE FLOOR TO TOP OF TOP PLATE, BRACE FOR RIGIDITY, MOOD CAP AND CASING. FINISH ALL EXPOSED SIDES.

- 24" DEEP x 54" TALL LINEN WITH TOP @ 55". NO CABINET DOOR, OPEN SHELVES.
- ATTIC SCUTTLE PANEL, SEE I/A4.2
- FLAT 8' CEILING IN THIS SPACE
- NOT USED
- DROPPED 8" WIDE SOFFIT, PLASTER AND PAINT.
- 2x6x3'-10" HIGH PARTIAL WALL FROM TOP OF OSB OR CONCRETE TO SINGLE TOP PLATE, 11" WIDE TOP. BRACE FOR RIGIDITY.
- 6'-8" HIGH FACE FRAME LINEN WITH STACK OF (4) 12" DEEP SHELVES, FRAME 18" DEEP.
- 3'-6" DEEP COUNTER TOP INCLUDING 18" SNACK BAR OVERHANG, SUPPORT BRACKETS AS REQUIRED. OPEN CABINET BACK.
- SINGLE SHELF WITH POLE ABOVE LAUNDRY, 15"x30" CABINET.
- 2x6x3'-10" HIGH PARTIAL WALL FROM TOP OF OSB OR CONCRETE TO SINGLE TOP PLATE, 18" WIDE TOP. BRACE FOR RIGIDITY.
- 3'-0" HIGH FACE FRAME LINEN WITH (2) 12" DEEP SHELVES, FRAME 18" DEEP, START AT 3'-6" A.F.F.

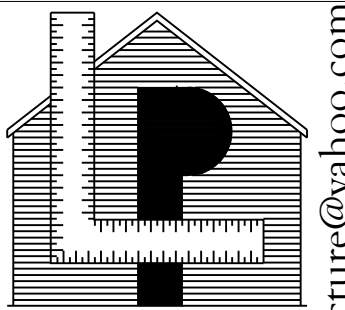
- DWELLING ELECTRICAL / MECHANICAL NOTES**
- ELECTRIC SERVICE PANEL LOCATION AND 30" MIN. x 36" CLEAR FLOOR SPACE.
  - WATER HEATER.
  - MICROWAVE HOOD COMBINATION ABOVE RANGE. (IN TYPE "A" UNIT - ACCOMMODATE COUNTERTOP MICROWAVE)
  - SURFACE MOUNT ELECTRIC BASEBOARD HEAT.
  - LAUNDRY PLUMBING HOOKUP AND EXHAUST WALL, AVOID RATED WALL. 2x6 WALL, FIELD VERIFY LOCATION FOR POTENTIAL TRUSS INTERFERENCE.
  - PEDESTAL SINK WITH ACCESSIBLE KNEE SPACE.

- DWELLING GENERAL NOTES**
- ALL WINDOWS AND PATIO DOORS ARE VINYL WITH GYPCRETE AND PLASTER JAMB RETURNS. WINDOWS ARE TO PROVIDE EMERGENCY ESCAPE AND RESCUE OPENINGS AT ALL BEDROOMS WITH CLEAR OPENING MAXIMUM 44" A.F.F. (IBC 1026)
  - ALL FIRST FLOOR 3/0 DOORS HAVE LOW PROFILE THRESHOLDS, SUPPORT THRESHOLD AS NEEDED. ENTRANCE DOORS ARE FIBERGLASS INSULATED, GARAGE DOORS ARE FIRE RATED, CLOSERS ARE REQUIRED. (IBC 715.4.7)
  - ALL BATHROOM VANITY COUNTER TOPS ARE STONE WITH MOLDED SINK.
  - BRING ALL WALLS TO CEILING, NO PLANT SHELVES OR LEDGES. ALL CLOSETS, PANTRIES, AND LAUNDRIES ON SECOND FLOOR HAVE FLAT 8' HIGH CEILINGS. PROVIDE INSULATION / DRAFTSTOP STOP AS NECESSARY.
  - TREY CEILINGS NOT TO EXCEED 100 CUBIC FEET IN SIZE.
  - ALL BATHROOM VANITY COUNTER TOPS ARE STONE WITH MOLDED SINK. ALL VANITIES ARE 42" WIDE U.O.N.
  - ALL LINEN CLOSETS 20" DEEP MAX.
  - ALL TUBS ARE 60x32", ALL SHOWERS ARE 48x36".
  - PERIMETER OF BUILDING DIMENSIONS ARE TO THE SHEATHING, NOTE EXTERIOR WALL IS LABELED AS 6". INTERIOR DIMENSIONS ARE STUD TO STUD.



**PARTITION TYPES**  
SCALE: 1" = 1'-0"





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EMAIL: gwells@lexingtonneighborhoods.com  
WEB: lexingtonneighborhoods.com

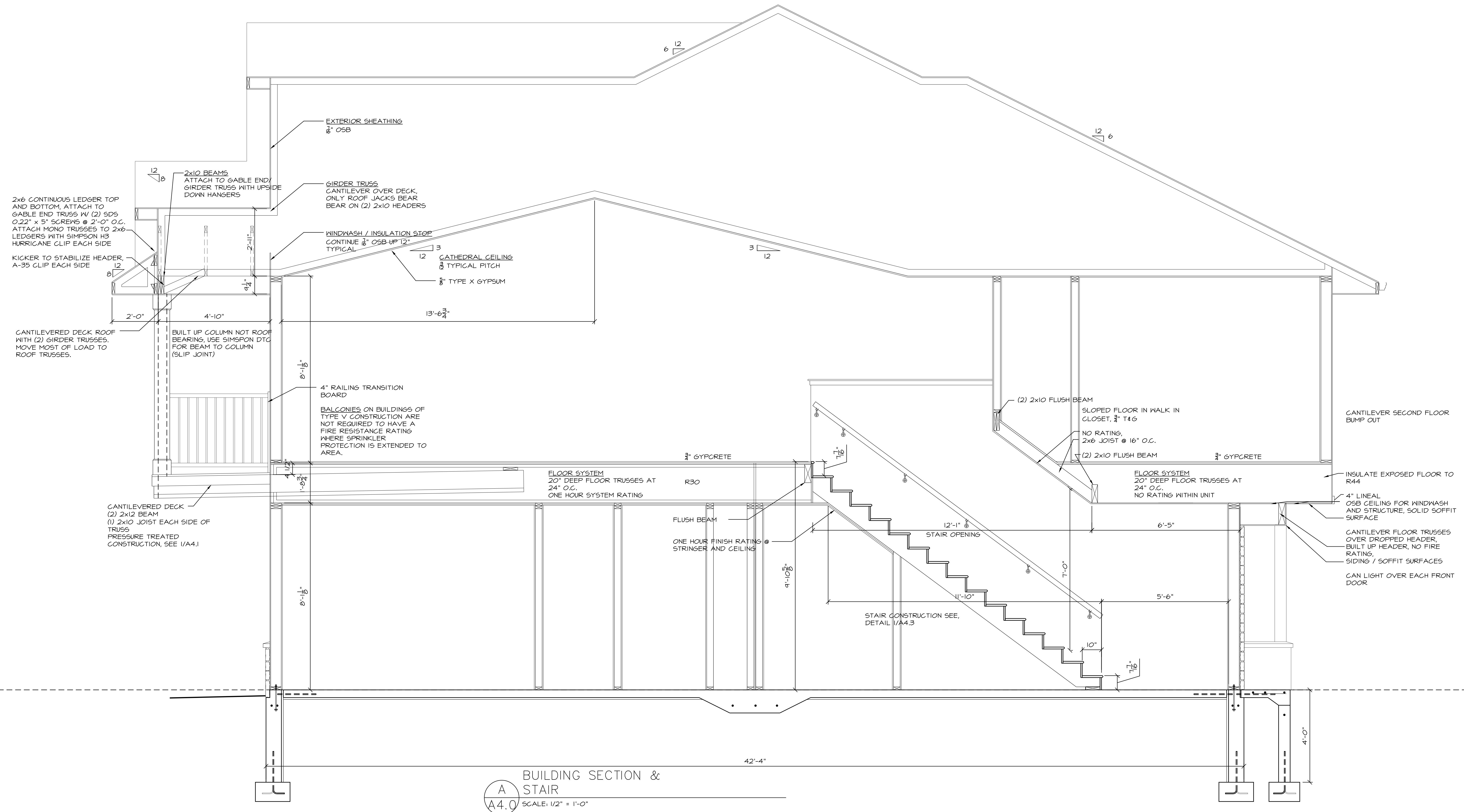
Coach and Townhomes - # 461464 ©  
These plans are copyrighted by LaPlant Architecture, LLC  
and Lexington Homes, Inc.  
No reproduction without written permission. Date, 2015

**8 Unit Prototype**  
**Attached Garage Townhomes**  
**WISCONSIN**

REVISION	DATE
x	xxx

DATE  
4/14/2016  
PROJECT NO.  
461464

SHEET  
**A**  
**4.0**



**A**  
**A4.0** BUILDING SECTION &  
STAIR  
SCALE: 1/2" = 1'-0"

**8 UNIT** PRELIMINARY  
NOT FOR CONSTRUCTION



NOTES

No.	Date	Description

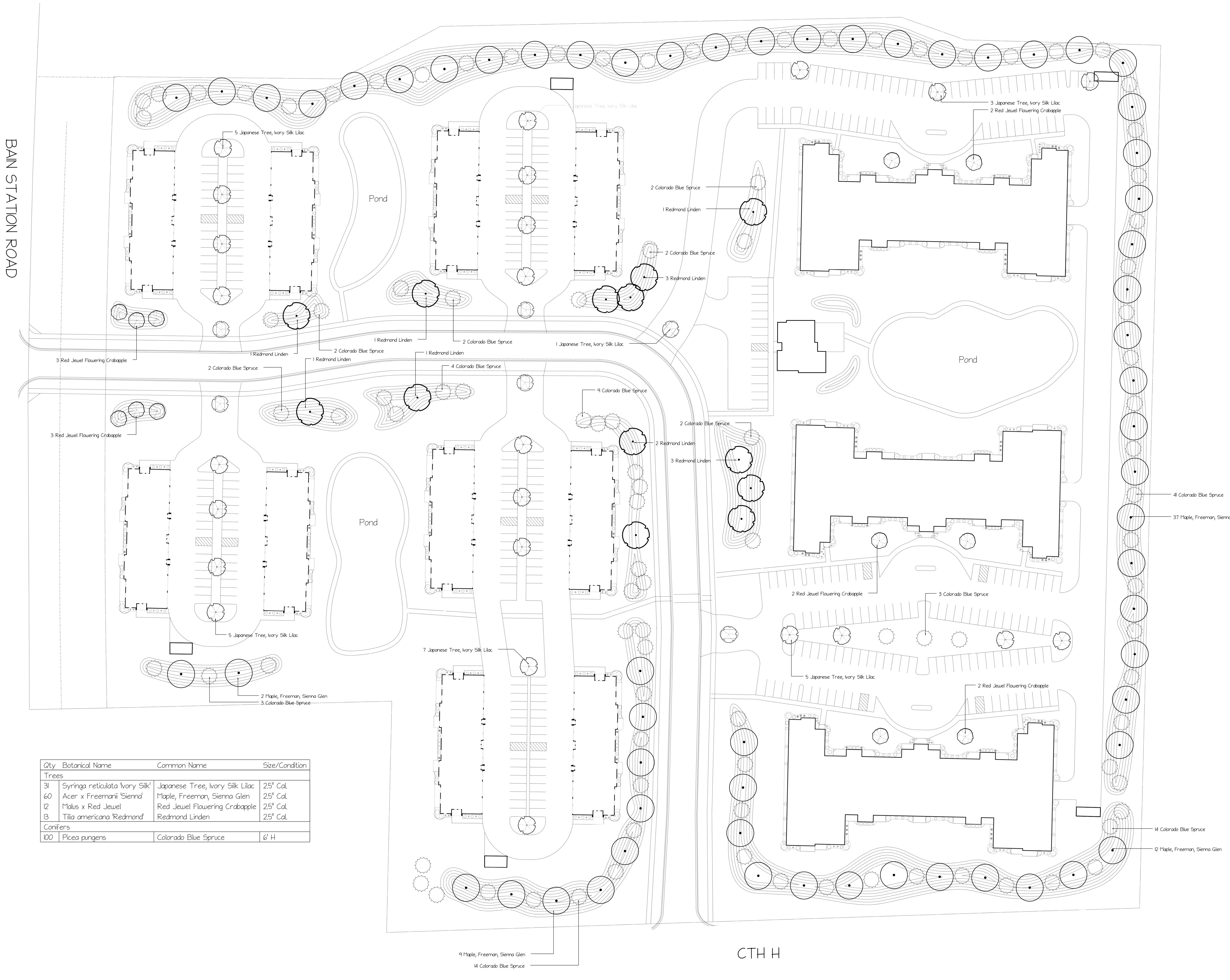


2750 Little Rapids Rd.  
De Pere, WI 54115  
920.983.8432

Lexington Homes  
Fountain Ridge  
Pleasant Prairie, WI  
Conceptual Landscape Plan  
Tree Planting Details

SCALE	1" = 35'
DRAWN BY	RM
CHECKED BY	MM
DATE	5-17-16
DATE OF PRINT	

PROJECT NO.	
SHEET NO.	

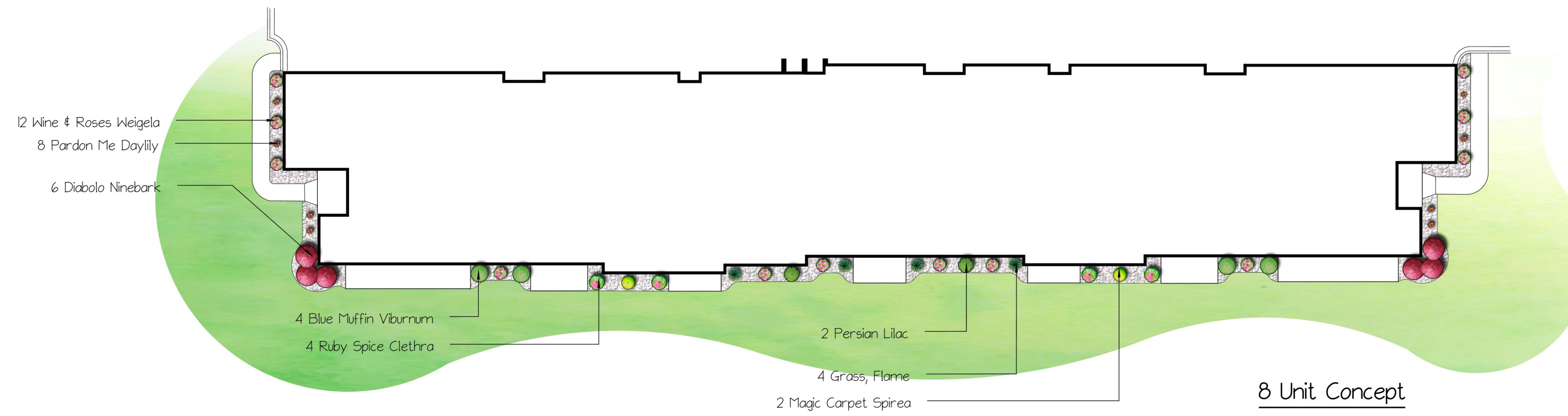


BAN STATION ROAD

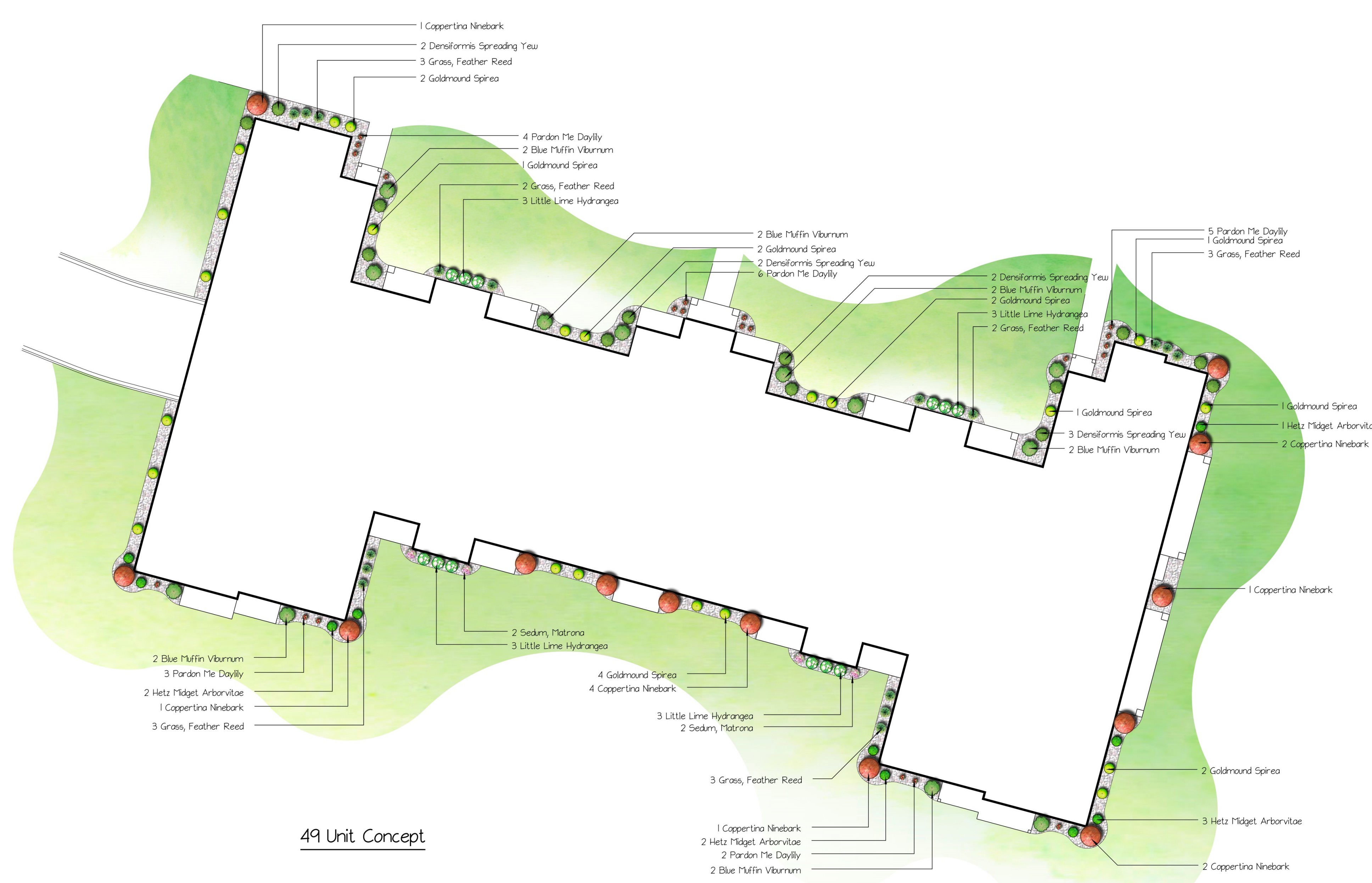
CTH H

Qty	Botanical Name	Common Name	Size/Condition
Trees			
31	<i>Syringa reticulata</i> 'Ivory Silk'	Japanese Tree, Ivory Silk Lilac	25' Cal.
60	<i>Acer x Freemanii</i> 'Sienna'	Maple, Freeman, Sienna Glen	25' Cal.
12	<i>Malus x Red Jewel</i>	Red Jewel Flowering Crabapple	25' Cal.
13	<i>Tilia americana</i> 'Redmond'	Redmond Linden	25' Cal.
Conifers			
100	<i>Picea pungens</i>	Colorado Blue Spruce	6' H





8 Unit Concept



49 Unit Concept

NOTES

No.	Date	Description



2750 Little Rapids Rd.  
De Pere, WI 54115  
920.983.8432

Lexington Homes  
Fountain Ridge:  
Conceptual Landscape Design

SCALE:	1" = 20'
DRAWN BY:	RM
CHECKED BY:	MM
DATE:	5-10-16
DATE OF PRINT:	

PROJECT NO.	
SHEET NO.	



Consider approval of an **Affidavit of Correction to CSM 2520** for the request of Bruce Johnson with Liberty Builders, agent for Robert and Dorothy Rufli owners of the vacant property generally located east of 39<sup>th</sup> Avenue at 114<sup>th</sup> Place related to relocation of access to Lot 2.

**Recommendation:** Plan Commission recommends that Village Board approve the **Affidavit of Correction to CSM 2520** for the relocation of the 30' Wide Limited Driveway Access on Lot 2 in the Creekside Hill development subject to the comments and conditions presented in the Village Staff Report of June 20, 2016.



## **VILLAGE STAFF REPORT OF JUNE 20, 2016**

Consider the request of Bruce Johnson with Liberty Builders on behalf of Robert and Dorothy Ruffli for approval of an **Affidavit of Correction to CSM 2520** for the relocation of access to Lot 2 vacant property generally located east of 39<sup>th</sup> Avenue at 114<sup>th</sup> Place.

The petitioner is requesting approval of an Affidavit of Correction to CSM 2520 for the relocation of the 30' Wide Limited Driveway Access related to the access restriction on the vacant property generally located east of 114<sup>th</sup> Place in the Creekside Hill development. The current access point would require the removal of several trees and a significant amount of added material to bring the property to grade. Relocating the driveway access location will allow for less invasive access to the site and minimize tree removal. Any buildings or structures and parking and maneuvering lanes on the site will be required to meet the Village Zoning requirements.

**The Plan Commission recommends approval of the Affidavit of Correction subject to the above comments and the following conditions.**

1. The surveyor shall sign the Affidavit and Exhibit A.
2. The CSM shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of Village Board approval.





4244 97<sup>th</sup> street  
Pleasant Prairie , Wi. 53158

RECEIVED

MAY 16 2016

PLEASANT PRAIRIE

*Jean Werbie-Harris*

*Subject:*

*Affidavit of Correction*

*PIN: 92-122-253-0602*

*Owners Bob and Dory Rufli*

*Dear Jean,*

*We are requesting an Affidavit of Correction on this parcel for the following reasons:*

*The current access point would require the removal of more trees and a significant amount of stone to bring the property to grade. By moving the access point ( see revised survey) this will allow a more direct less invasive access to the building site, with very minimal tree removal.*

*Respectfully submitted,*

*Bruce A Johnson*

*Liberty Builders, LLC*

*4244 97<sup>th</sup> Street*

*Pleasant Prairie, Wi.*

*53158*

A handwritten signature in black ink, appearing to be "BAJ", written over a faint circular stamp or watermark.

*262-818-3432*



# Affidavit of Correction

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS

**THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE\***

- Altering boundary lines
- Adding property
- Altering title/ownership
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 5th day of May, 2006 in Volume/Card \_\_\_\_\_, page/image \_\_\_\_\_, as Document No. 1478925 and was recorded in the Register of Deeds of Kenosha State of WI, contained the following error:  
(if more space is needed, please attach an addendum):

Jeffrey K. Rampart  
J.K.R. Surveying, Inc.  
8121 22nd Avenue  
Kenosha, WI 53143

Whereas: Area labeled on Sheet Two: "30' Wide Limited Driveway Access" on Lot 2 Certified Survey Map No. 2520 is shown in wrong location; needs to be relocated.

PIN: 92-4-122-253-0602

**The correction is as follows** (if more space is needed, please attach an addendum):

Whereas: This Affidavit of Correction is to correct the location of the "30' Wide Limited Driveway Access" on Lot 2  
Whereas: The new location of the "30' Wide Limited Driveway Access" on Lot 2 is shown per attached Exhibit "A"  
The Certified Survey Map amendment to which this Affidavit of Correction pertains was approved by the Kenosha County Board of Supervisors on \_\_\_\_\_, 2016 as Resolution No. \_\_\_\_\_ (See Exhibit "A" attached)  
A complete original or copy of the original document should be attached.

Dated this 16<sup>TH</sup> of MAY, 2016.

\_\_\_\_\_  
Affiant's Signature (type name below)  
JEFFREY K. RAMPART, S 2141-8

\_\_\_\_\_  
Grantee's Signature (type name below)

\*  
Robert Duff  
Grantor's Signature (type name below)

\*  
\_\_\_\_\_  
Grantee's Signature (type name below)

\*  
Don Zygli  
Grantor's Signature (type name below)

\*  
\_\_\_\_\_

STATE OF WISCONSIN  
COUNTY OF KENOSHA SS.

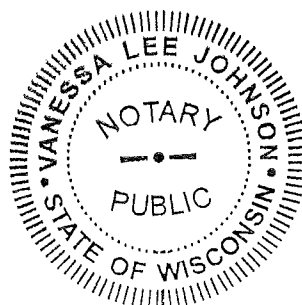
Subscribed and sworn to (or affirmed) before me this 16<sup>TH</sup> of MAY, 2016.

Vanessa Lee Johnson (type name below)

Vanessa Lee Johnson  
Notary Public, State of Wisconsin

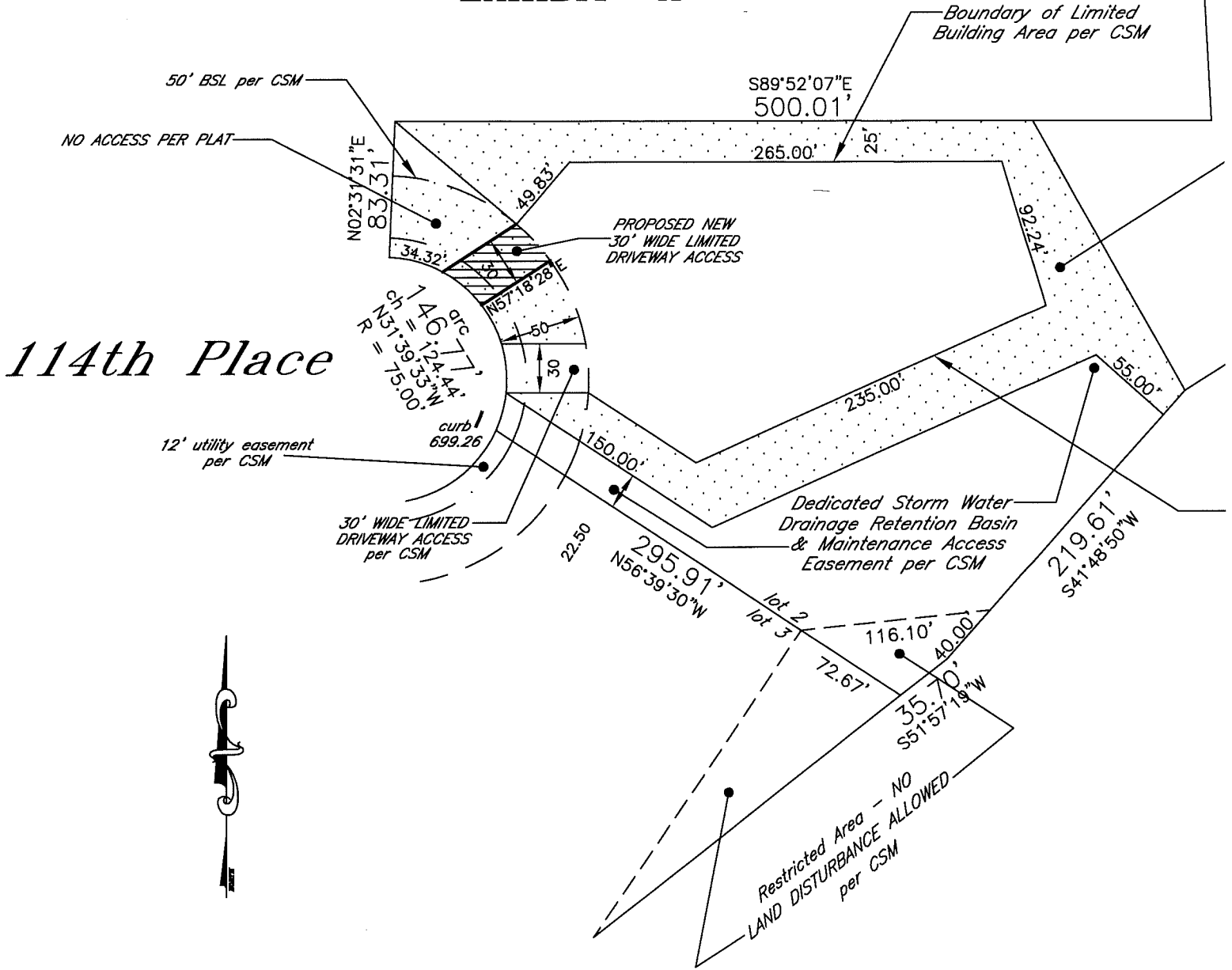
My Commission expires/is: 8-12-2019

Drafted By: Jeffrey K. Rampart (S 2141-8)





# EXHIBIT "A"





**FARRIS, HANSEN & ASSOC. INC.**

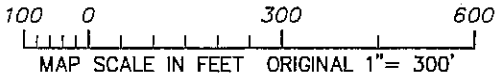
**CERTIFIED SURVEY MAP NO. 2520**

7 RIDGWAY COURT- P.O. BOX 437  
 ELKHORN, WISCONSIN 53121  
 PHONE (262) 723-2098  
 FAX (262) 723-5886

OWNER: CREEKSIDE HILL, LLC.  
 4500 121st STREET  
 PLEASANT PRAIRIE, WI. 53158

EXISTING ZONING:  
 LOTS 1, 3, & 4 = R-3  
 LOT 2 = A-2 & C-2

A REDIVISION OF OUTLOT 5 OF  
 COUNTRY LANE SUBDIVISION  
 LOCATED IN PART OF THE  
 SW 1/4 AND SE 1/4 OF THE  
 SW 1/4 OF SECTION 25, TOWN  
 1 NORTH, RANGE 22 EAST,  
 VILLAGE OF PLEASANT PRAIRIE,  
 KENOSHA COUNTY, WISCONSIN



LINE	BEARING	DISTANCE
L1	N 76°15'49" W	93.77'
L2	S 57°30'09" W	150.68'
L3	N 87°52'47" W	76.05'
L4	N 13°04'44" W	78.19'
L5	N 50°19'10" W	158.36'
L6	N 86°11'01" W	116.08'
L7	S 02°31'31" W	83.31'
L8	S 87°04'40" W	102.15'
L9	N 02°55'20" W	151.71'
L10	N 02°55'20" W	95.00'
L11	N 87°04'40" E	131.28'
L12	N 05°59'34" W	189.65'

**LEGEND**

- = FOUND IRON PIPE STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR STAKE, 3/4" DIA.
- ⊗ = FOUND ROUND IRON BAR STAKE, 1 5/16" DIA.
- ⊠ = FOUND CONCRETE COUNTY MONUMENT W/BRASS CAP
- = SET IRON REBAR STAKE, 3/4" x 24" x 1.50 lbs./ft.

{XXX} = RECORDED AS

*Peter S. Gordon*  
 5-17-2005  
 Revised 3-29-2006

ABANDONED CHICAGO,  
 NORTH SHORE AND  
 MILWAUKEE RAILROAD  
 (COUNTY BIKE TRAIL)

S 01°04'05" E 222.00'

S 86°36'54" W 371.02'  
 S 66°49'05" W 284.58'

S 85°07'15" W 228.07'

S 85°38'35" W 453.16'

S 41°48'50" W 219.61'

N 02°55'27" W 299.83'

S 89°52'07" E 727.36'

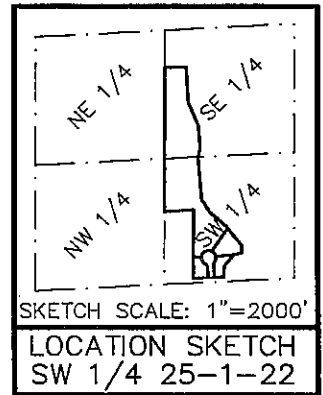
N 02°55'20" W 50.07'

S 02°55'20" W 2678.00'  
 S 02°54'01" W 2678.12'

S. 1/4 CORNER  
 25-1-22  
 {192,521.49 N.}  
 {2,581,523.09 E.}

GRID NORTH

WISCONSIN STATE PLANE  
 COORDINATE SYSTEM  
 SOUTH ZONE (NAD 1927)  
 S. LINE SW 1/4 25-1-22  
 BEARS S 89°52'24" E



UNPLATTED LANDS

**LOT 2**  
 607,208 S.F.

OUTLOT 4  
 COUNTRY  
 LANE  
 SUBDIVISION

**LOT 3**  
 53,955 S.F.

OUTLOT 1  
 COUNTRY  
 CORNER  
 SUBDIVISION

**LOT 1**  
 28,627 S.F.

**LOT 4**  
 28,024 S.F.

**114th PLACE**  
 DEDICATED TO THE  
 PUBLIC

C.S.M.  
 NO. 1859

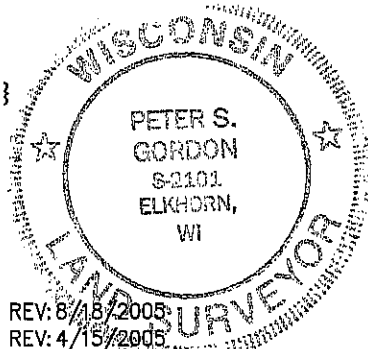
SEE SHEET 2 FOR ADDITIONAL  
 INFORMATION IN THE AREA  
 WEST OF THIS LINE

W. 1/4 CORNER  
 25-1-22  
 {195,202.15 N.}  
 {2,578,711.84 E.}

**39th AVENUE (C.T.H. "EZ")**  
 {VARIABLE WIDTH}

SW CORNER  
 25-1-22  
 {192,527.41 N.}  
 {2,578,847.35 E.}

THIS INSTRUMENT DRAFTED  
 BY PETER S. GORDON  
 PROJECT NO. 4700.0L5  
 DATED: 01/27/2005  
 SHEET 1 OF 9 SHEETS



REV: 8/18/2005  
 REV: 4/15/2005

CURVE	ARC	RADIUS	CHORD LENGTH	CHORD BEARING
C1	78.40	75.00	74.88'	S 62°20'03" W
C2	57.27	60.00	55.12'	S 59°43'58" W
C3	146.77	75.00	124.44'	N 31°39'33" W
C4	72.66	75.00	69.85'	N 52°09'16" E
C5	38.63	60.00	37.97'	S 74°28'36" E
C6	57.68	75.00	56.26'	S 78°03'42" E

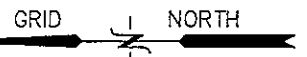


A REDIVISION OF OUTLOT 5 OF COUNTRY LANE SUBDIVISION LOCATED IN PART OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**CERTIFIED SURVEY MAP NO. 2520**

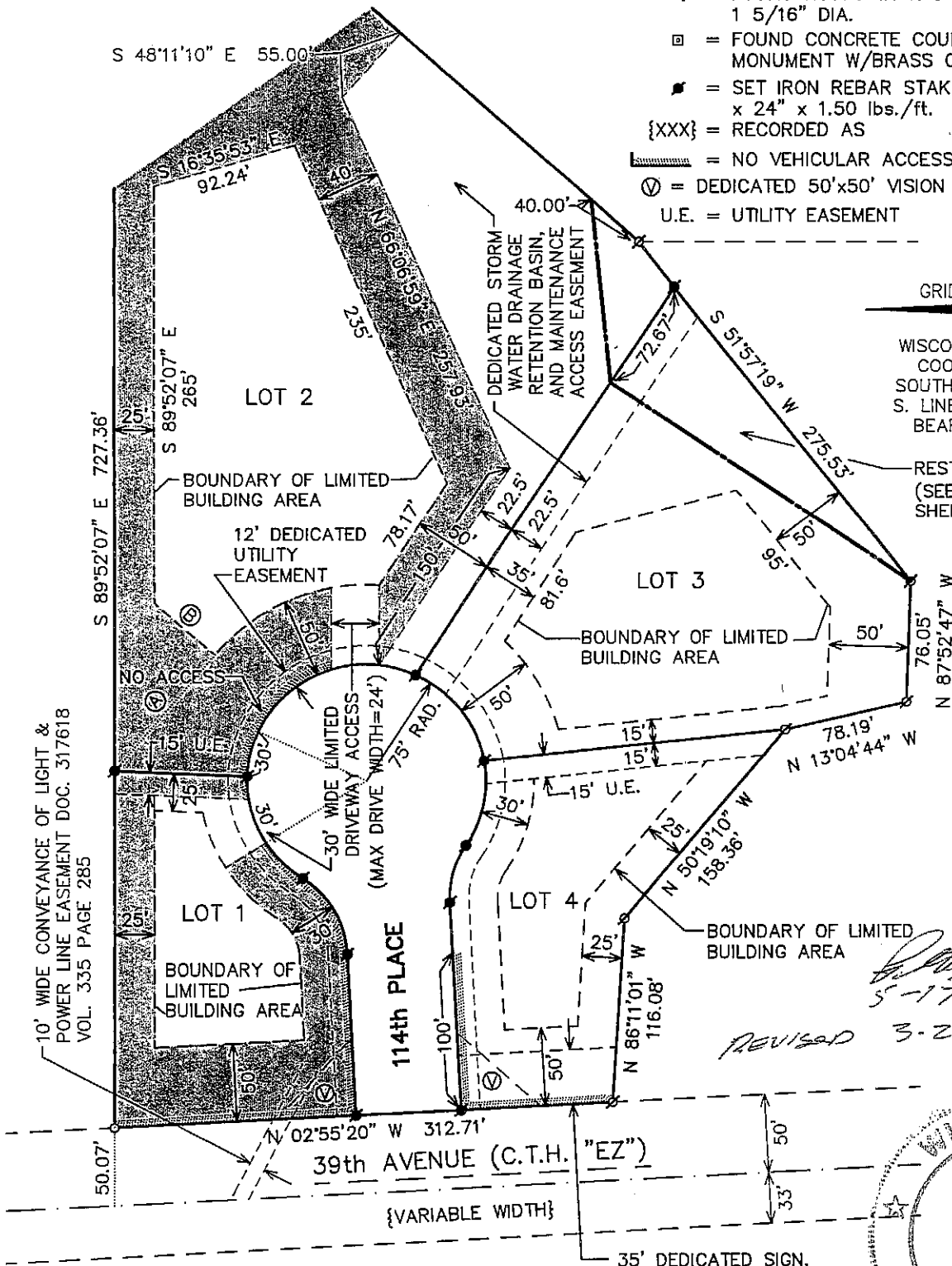
**LEGEND**

- = FOUND IRON PIPE STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR STAKE, 3/4" DIA.
- ⊗ = FOUND ROUND IRON BAR STAKE, 1 5/16" DIA.
- ⊠ = FOUND CONCRETE COUNTY MONUMENT W/BRASS CAP
- = SET IRON REBAR STAKE, 3/4" x 24" x 1.50 lbs./ft.
- {XXX} = RECORDED AS
- ▬ = NO VEHICULAR ACCESS
- ⊕ = DEDICATED 50'x50' VISION TRIANGLE EASEMENT
- U.E. = UTILITY EASEMENT



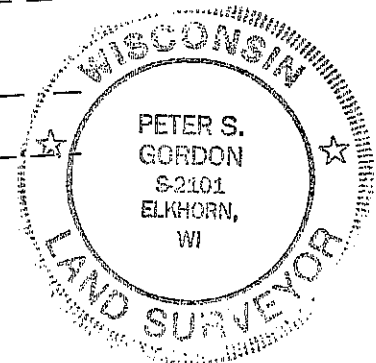
WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 1927)  
S. LINE SW 1/4 25-1-22 BEARS S 89°52'24" E

RESTRICTED AREA (SEE NOTE ON SHEET 3 OF 9)



- Ⓐ = S 49 44' 07" E 97.68'
- Ⓑ = N 40 30' 24" E 49.83'

*Peter S. Gordon*  
5-17-2005  
REVISED 3-29-2006



NOTE: SEE SHEET 1 FOR INTERIOR LOT DIMENSIONS.

NO STRUCTURE OF ANY KIND IS PERMITTED WITHIN THE VISION CORNER EASEMENTS.  
NO VEGETATION WITHIN THE VISION CORNER EASEMENTS MAY EXCEED 24 INCHES IN HEIGHT.

REV: 08/18/2005  
REV: 04/15/2005  
THIS INSTRUMENT DRAFTED BY PETER S. GORDON  
PROJECT NO. 4700.0L5  
DATED: 01/27/2005  
SHEET 2 OF 9 SHEETS

- ▬ = DEDICATED WOODLAND PROTECTION AND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT AREA



MAP SCALE IN FEET ORIGINAL 1" = 100'



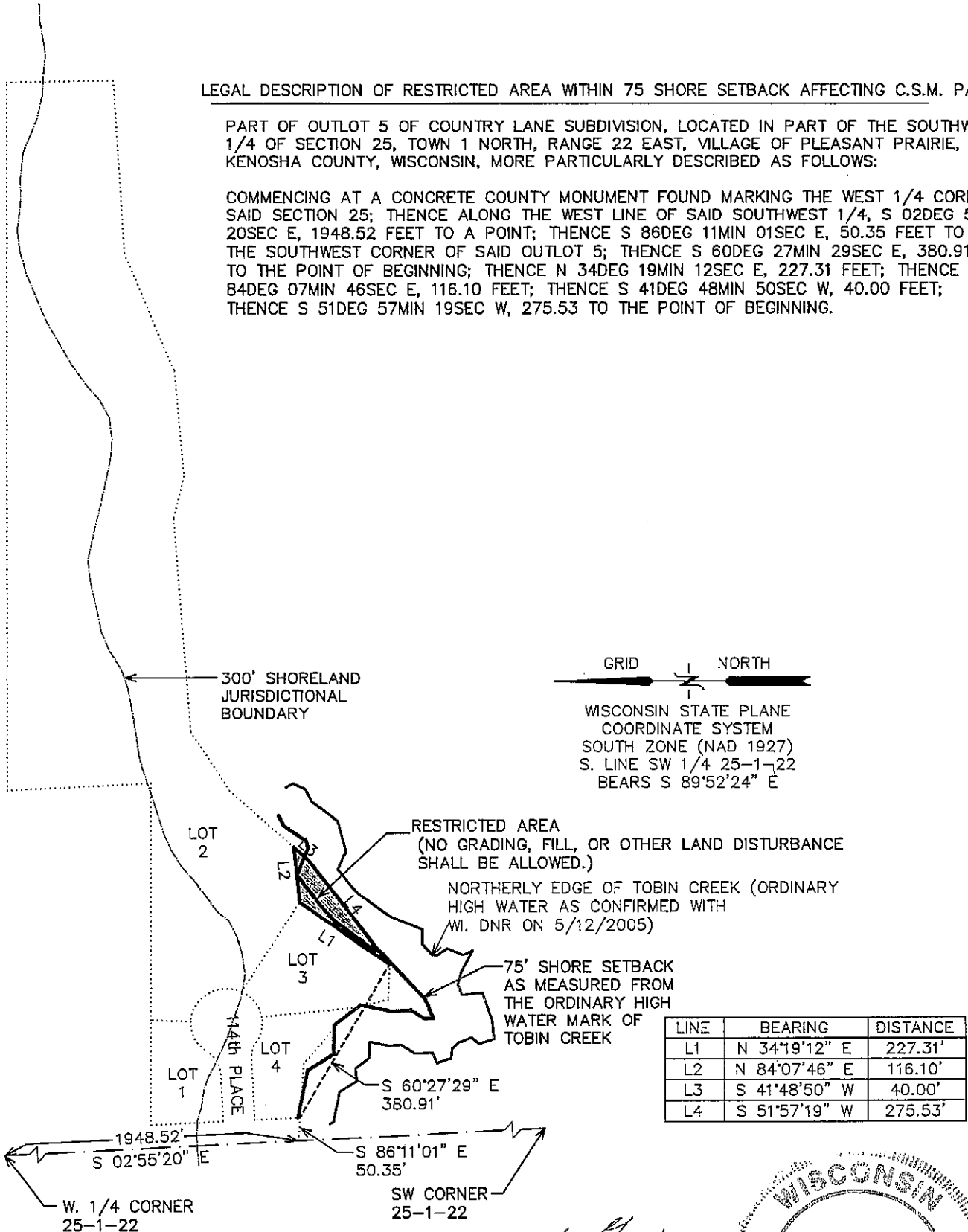
A REDIVISION OF OUTLOT 5 OF COUNTRY LANE SUBDIVISION LOCATED IN PART OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**CERTIFIED SURVEY MAP NO. 2520**

**LEGAL DESCRIPTION OF RESTRICTED AREA WITHIN 75 SHORE SETBACK AFFECTING C.S.M. PARCEL**

PART OF OUTLOT 5 OF COUNTRY LANE SUBDIVISION, LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

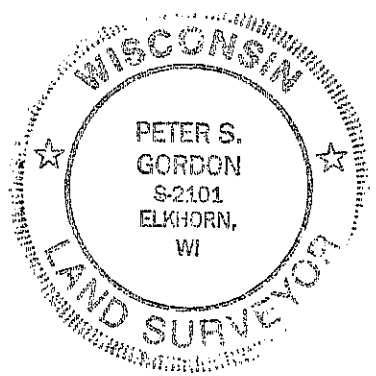
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, S 02DEG 55MIN 20SEC E, 1948.52 FEET TO A POINT; THENCE S 86DEG 11MIN 01SEC E, 50.35 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 5; THENCE S 60DEG 27MIN 29SEC E, 380.91 FEET TO THE POINT OF BEGINNING; THENCE N 34DEG 19MIN 12SEC E, 227.31 FEET; THENCE N 84DEG 07MIN 46SEC E, 116.10 FEET; THENCE S 41DEG 48MIN 50SEC W, 40.00 FEET; THENCE S 51DEG 57MIN 19SEC W, 275.53 TO THE POINT OF BEGINNING.



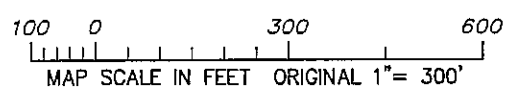
GRID NORTH  
 WISCONSIN STATE PLANE COORDINATE SYSTEM  
 SOUTH ZONE (NAD 1927)  
 S. LINE SW 1/4 25-1-22 BEARS S 89°52'24" E

LINE	BEARING	DISTANCE
L1	N 34°19'12" E	227.31'
L2	N 84°07'46" E	116.10'
L3	S 41°48'50" W	40.00'
L4	S 51°57'19" W	275.53'

*Peter S. Gordon*  
 5-17-2005  
 revised  
 3-29-2006



REV. 05/10/2005  
 THIS INSTRUMENT DRAFTED BY PETER S. GORDON  
 PROJECT NO. 4700.0L5  
 DATED: 01/27/2005  
 SHEET 3 OF 9 SHEETS REV: 8/18/2005





A REDIVISION OF OUTLOT 5 OF COUNTRY LANE  
SUBDIVISION LOCATED IN PART OF THE SW 1/4  
AND SE 1/4 OF THE SW 1/4 OF SECTION 25,  
TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

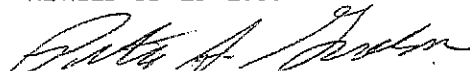
CERTIFIED SURVEY MAP NO. 2520

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF CREEKSIDE HILL, LLC (OWNERS), DUSICA CVOROVIC (REPRESENTATIVE), AND IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS PLAT IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE PLAT AND OF THE SUBDIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF. SAID LANDS ARE DESCRIBED AS A REDIVISION OF OUTLOT 5 OF COUNTRY LANE SUBDIVISION, LOCATED IN PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, S 02DEG 55MIN 20SEC E, 1639.05 FEET TO A POINT; THENCE S 89DEG 52MIN 07SEC E, 50.07 FEET TO THE WESTERLY MOST CORNER OF SAID OUTLOT 5 AND THE POINT OF BEGINNING; THENCE CONTINUE S 89DEG 52MIN 07SEC E, 727.36 FEET; THENCE N 02DEG 55MIN 27SEC W, 299.83 FEET TO THE NORTHERLY MOST CORNER OF SAID OUTLOT 5; THENCE S 89DEG 51MIN 09SEC E, 1505.40 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 5; THENCE S 01DEG 04MIN 05SEC E, 222.00 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 5; THENCE S 86DEG 36MIN 54SEC W, 371.02 FEET; THENCE S 66DEG 49MIN 05SEC W, 264.58 FEET; THENCE S 85DEG 07MIN 15SEC W, 228.07 FEET; THENCE N 76DEG 15MIN 49SEC W, 93.77 FEET; THENCE S 85DEG 38MIN 35SEC W, 453.16 FEET; THENCE S 57DEG 30MIN 09SEC W, 150.68 FEET; THENCE S 41DEG 48MIN 50SEC W, 219.61 FEET; THENCE S 51DEG 57MIN 19SEC W, 275.53 FEET; THENCE N 87DEG 52MIN 47SEC W, 76.05 FEET; THENCE N 13DEG 04MIN 44SEC W, 78.19 FEET; THENCE N 50DEG 19MIN 10SEC W, 158.36 FEET; THENCE N 86DEG 11MIN 01SEC W, 116.08 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 39th AVENUE (C.T.H. "EZ"); THENCE ALONG SAID AVENUE, N 02DEG 55MIN 20SEC W, 312.71 FEET TO THE POINT OF BEGINNING. CONTAINING 745,079 SQUARE FEET (17.10 ACRES) OF LAND, MORE OR LESS.

DATED: MAY 17, 2005

REVISED 03-29-2006

  
PETER S. GORDON RLS 2101





A REDIVISION OF OUTLOT 5 OF COUNTRY LANE SUBDIVISION LOCATED IN PART OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. 2520

OWNER'S CERTIFICATE OF DEDICATION

CREEKSIDE HILL, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. CREEKSIDE HILL, LLC, DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE VILLAGE BOARD FOR THE VILLAGE OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID CREEKSIDE HILL, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY THOMAS WINSLOW, ITS MANAGING MEMBER AT Pleasant Prairie, WISCONSIN AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED ON THIS 5th DAY OF May, 2006.

IN THE PRESENCE OF

Thomas Winslow MANAGER  
THOMAS WINSLOW, MANAGER

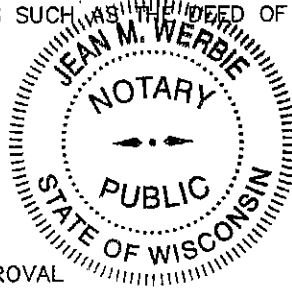
COUNTERSIGNED: Dusica Cvorovic member  
DUSICA CVOROVIC, MEMBER

STATE OF WISCONSIN  
SS  
KENOSHA COUNTY

PERSONALLY CAME BEFORE ME THIS 5th DAY OF May, 2006, THOMAS WINSLOW, MANAGER OF SAID CREEKSIDE HILL, LLC, AND DUSICA CVOROVIC, MEMBER, AND EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MANAGER AND MEMBER OF SAID COMPANY AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS THE DEED OF SAID LIMITED LIABILITY COMPANY BY ITS AUTHORITY.

MY COMMISSION EXPIRES 1-17-2010

Jean M. Werbic  
NOTARY PUBLIC Jean M. Werbic



VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS CERTIFIED SURVEY MAP, IN THE VILLAGE OF PLEASANT PRAIRIE, CREEKSIDE HILL, LLC., OWNERS, REVIEWED THIS 27th DAY OF March, 2006 BY THE VILLAGE PLAN COMMISSION FOR THE VILLAGE OF PLEASANT PRAIRIE AND APPROVED ON THE 27th DAY OF March, 2006.

Thomas W. Terwall  
THOMAS W. TERWALL, CHAIRMAN

ATTEST: Jane M. Romanowski  
JANE M. ROMANOWSKI, CMC, VILLAGE CLERK

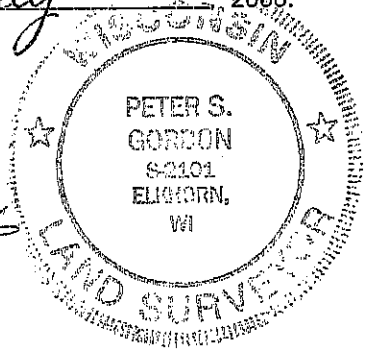
VILLAGE OF PLEASANT PRAIRIE VILLAGE BOARD APPROVAL

THIS IS TO CERTIFY THAT THIS CERTIFIED SURVEY MAP, IN THE VILLAGE OF PLEASANT PRAIRIE, CREEKSIDE HILL, LLC., OWNERS, IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THE 1st DAY OF May, 2006.

John P. Steinbrink  
JOHN P. STEINBRINK, VILLAGE PRESIDENT

I HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP HAS BEEN APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THE 1st DAY OF May, 2006.

ATTEST: Jane M. Romanowski  
JANE M. ROMANOWSKI, CMC VILLAGE CLERK



THIS INSTRUMENT DRAFTED BY PETER S. GORDON PROJECT NO. 4700.0L5 DATED: 01/27/2005 SHEET 5 OF 9 SHEETS  
Peter S. Gordon  
5-17-2005 REVISED 3-29-2006  
REV. 08/18/2005  
REV. 05/10/2005



A REDIVISION OF OUTLOT 5 OF COUNTRY LANE  
SUBDIVISION LOCATED IN PART OF THE SW 1/4  
AND SE 1/4 OF THE SW 1/4 OF SECTION 25,  
TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. 2520

DEDICATIONS AND EASEMENTS PROVISIONS

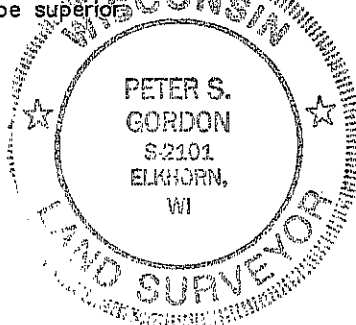
1. The fee interest in the areas shown as Dedicated Public Streets on this Certified Survey Map (CSM) is hereby dedicated, given, granted and conveyed by Creekside Hill LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, a cul-de-sac island, sidewalks (if required by the Village), a street light, street signs, street trees and other landscaping, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of the Dedicated Public Streets shown on this CSM, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements and pursuant to a Development Agreement between the Developer and the Village dated as of May 5, 2006 (subject to the rights of the Village to perform the same functions); (2) a nonexclusive easement hereby reserved by the Developer for the owners of Lots 1 through 4 shown on this CSM which are adjacent to the Dedicated Public Streets for the planting and maintenance of grass, the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and their lot (if sidewalks are required by the Village), for the construction, installation, repair, replacement, maintenance and use of such private driveways in the area between the roadway and their lot as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (3) a nonexclusive easement coextensive with the cul-de-sac island area within the 114th Place Dedicated Public Street shown on this Plat, hereby reserved by the Developer for the owners of Lots 1 through 4 and the Creekside Hill Property Owners Association, Inc. (herein referred to as the "Property Owners Association") for the planting and maintenance of grass, the planting and maintenance of trees, bushes, flowers and related landscape materials, including their watering, weeding, pruning, and fertilizing and the landscape materials, as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village within 114th Place (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 Streets and the rights of the Developer, or of the Property Owners Association, or of the owner of any lot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public street improvements, including, without limitation, pavement, curbs and gutters, a street light, street signs and street trees and other landscaping, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, storm water retention improvements, mailboxes, utility and communication facilities and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Development Agreement on file with the Village Clerk.

2. Perpetual easements coextensive with the areas shown as 12' and 15' Dedicated Utility Easements on this CSM are hereby dedicated, given, granted and conveyed by the Developer ( the Grantor ) to WE Energies f/k/a Wisconsin Electric Power Company/Wisconsin Natural Gas Company, Ameritech and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots, (or portions thereof) shown on this CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevations of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement has been entered into to transfer this responsibility to the Utility and Communication Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

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

*Peter S. Gordon*  
5-17-2005  
Revised 3-29-2006



THIS INSTRUMENT DRAFTED  
BY PETER S. GORDON  
PROJECT NO. 4700.0L5  
DATED: 01/27/2005  
SHEET 6 OF 9 SHEETS



A REDIVISION OF OUTLOT 5 OF COUNTRY LANE  
SUBDIVISION LOCATED IN PART OF THE SW 1/4  
AND SE 1/4 OF THE SW 1/4 OF SECTION 25,  
TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. 2520

4. Perpetual nonexclusive easement coextensive with the areas shown as a Dedicated Storm Water, Drainage, Retention Basin, Access and Maintenance Easement on Lots 2 and 3 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water retention and management purposes, public drainage ways, and for all related construction, installation, grading, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This storm water, drainage, retention basin, access and maintenance easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein to the Village with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the owner(s) of the lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easement as may be approved by the Village. There shall be no structures, such as but not limited to, fences, decks, sheds, swing sets, retaining walls, gardens, landscaping beds or mulch areas placed within said easement area, which obstructs, redirects or impedes drainage flows within the CSM pursuant to Paragraph 1 of the Restrictive Covenants on this CSM and unless approved by the Village. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of other lot owners with respect to the Dedicated Storm Water, Drainage, Retention Basin, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within this nonexclusive easement until such time as the expiration of the one-year warranty and such retention basin maintenance responsibility is transferred to the Property Owners Association which is collectively the Lot 1 through 4 owner(s).

5. Easements coextensive with the areas shown as Dedicated Public Street on this CSM are hereby dedicated, given, granted and conveyed by the Village to the Developer for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, a cul-de-sac island, sidewalks (if required by the Village), a street light, street signs, street trees and other landscaping, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements and responsibilities granted herein and for such use, planting, care and maintenance of the terrace easement areas by the lot owner(s) shown on this CSM or other future roadway, street, driveways or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

6. An easement coextensive with the area shown as a 35' Dedicated Sign, Landscape, Access and Maintenance Easement on Lot 4 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. This Sign, Landscape, Access and Maintenance Easement shall be exclusive except for the same easement on Lot 4 hereby retained by the Developer for the purposes of signage, installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easement, the Village shall have no obligation to exercise its rights under this easement.

7. The Developer hereby dedicates, gives, grants, and conveys to the Creekside Hill Property Owners Association, Inc. (Property Owners Association) the following easements:

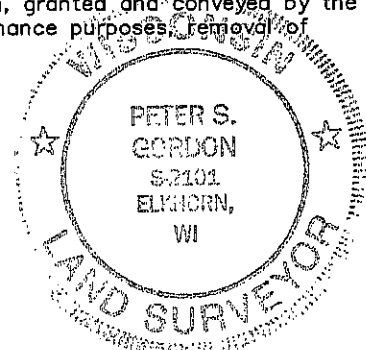
(1.) A perpetual nonexclusive easement coextensive with the areas shown as Dedicated Storm Water, Drainage, Retention Basin, Access and Maintenance Easement on Lots 2 and 3 on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Property Owners Association for the purposes of maintaining the drainage ways thereon and for all related and incidental ingress and egress, construction, installation, alteration, replacement, repair, planting and maintenance activities. This maintenance easement shall be exclusive, except for the corresponding easement rights of the Village described above, in Paragraph 4.; and such use, plantings, care and maintenance of the storm water drainage, access and maintenance easement responsibilities by the owners of the affected lots shown on this CSM and as is permitted by applicable restrictive covenants and Village ordinances. In the event of any conflict between the Property Owners Association rights under the maintenance easement granted by this paragraph and the rights of the Village under this Storm Water, Drainage, Retention Basin, Access and Maintenance Easement, the Village's rights shall be deemed superior.

(2.) A nonexclusive easement, coextensive with the area shown as a 35' Dedicated Sign, Landscape, Access and Maintenance Easement on Lot 4 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Property Owners Association for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. The dedication of this easement to the Property Owners Association does not obligate the Property Owners Association to install a subdivision identification sign. In the event of a conflict between the rights of the Property Owner's Association pursuant to this easement and the rights of the Village or of the easement rights of the Utility and Communications Grantees in such areas, the rights of the Village or of the Utility and Communications Grantees shall be deemed superior.

(3.) A nonexclusive easements coextensive within the Dedicated Woodland Protection and Preservation, Access and Maintenance Easement shown on Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Property Owners Association for woodland protection and maintenance purposes, removal of dead or decayed material and for related ingress and egress.

THIS INSTRUMENT DRAFTED  
BY PETER S. GORDON  
PROJECT NO. 4700.0L5  
DATED: 09/22/2005  
SHEET 7 OF 9 SHEETS

*Peter S. Gordon*  
5-17-2005  
Revised 3-29-2006





A REDIVISION OF OUTLOT 5 OF COUNTRY LANE  
SUBDIVISION LOCATED IN PART OF THE SW 1/4  
AND SE 1/4 OF THE SW 1/4 OF SECTION 25,  
TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. 2520

RESTRICTIVE COVENANTS

1. Creekside Hill LLC (referred to as the "Developer") hereby covenants that the Owner(s) of Lots 1 through 4 shown on this CSM shall have the obligation of maintaining the Storm Water, Drainage, Retention Basin, Access and Maintenance Easement areas located on Lots 2 and 3 on this CSM 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, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to reestablish design capacity; clearing and repairing catch basin structures. The Owners of Lots 2 and 3 shall foster an aesthetic landscape by mowing, weeding, watering, and removing trash, debris, leaves and brush around the easement area on their respective Lot to prevent nuisance conditions. No driveways, fences, signs or other structures shall be erected within the storm water drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the expiration of the one-year warranty and the transfer of said properties and responsibilities to the lot owner(s) who then shall perform such maintenance without compensation and to the satisfaction of the Village.

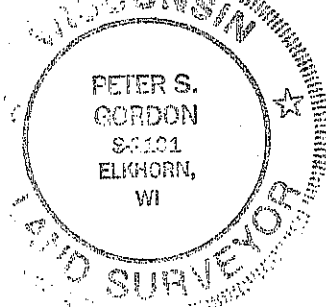
To the extent that the Village performs any such storm water drainage maintenance activities, the Property Owners Association and the owners of the Lots 1 through 4, collectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owner(s) as special 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 statement on this CSM with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the owner's of Lots 1 through 4, collectively the Property Owners Association, shall have the obligation of maintaining the landscaping, bushes and trees planted within the 114th Place cul-de-sac. Each respective lot owner will have the obligation of maintaining the planted street trees abutting their respective lot within the 114th Place right-of-way and maintaining the grassy terrace areas of the Dedicated Public Street right-of-ways which is located behind the curb and extending to the property line adjacent to each lot. Lot 4 will have the obligation of maintaining the berm, landscaping, bushes and trees planted along 39th Avenue (County Trunk Highway (CTH) EZ) on Lot 4 in the 35 Dedicated Sign, Landscape, Access and Maintenance Easement Area. Such maintenance shall include without limitation: staking, mulching, mowing, and weeding; planting; watering; and removing of trash, debris, leaves and brush around the trees and plants in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the 39th Avenue (CTH EZ) right-of-way which might interfere with the Village's rights or Kenosha County's rights, unless express written approval is granted by the Village and/or Kenosha County and subject to any such conditions as the Village or Kenosha County may impose. This covenant shall run with the land, shall be binding upon the owner(s), its successors, assigns and successors in title of the lots, in their capacity as owner(s) of any such lots, and shall benefit and be enforceable by the Village or Kenosha County. The Developer shall be relieved of these maintenance obligations pertaining to the street tree maintenance activities upon the Village's acceptance of the landscaping and street tree plantings, the expiration of the one year warranty and the transfer of said properties to the lot owner(s) who then shall perform such street tree maintenance or tree replacement to the satisfaction of the Village or if such responsibility is transferred to the Property Owners Association, who then shall perform such maintenance without compensation to the satisfaction of the Village. To the extent that the Village performs any such street tree or landscaping related maintenance activities in the cul-de-sac island or landscape easement area, the owner(s) of the Lots 1 through 4, respectively, and/or the Property Owners Association, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owner(s) 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 statement on the CSM with respect to the referenced easement maintenance activities, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the owner's of Lot 1 has the obligation of maintaining the area shown as a Dedicated Woodland Protection and Preservation, Access and Maintenance Area on Lot 1 and that no filling, cutting, removal of trees greater than eight (8) inches in diameter or other activity or condition detrimental to its function as a woodland area shall occur or exist within such area or on any surrounding land shown on this CSM without first obtaining written approval of the Property Owners Association and the Village. The Property Owners Association and the Village will permit the removal of dead, dying or decayed plant material and the removal of trees and brush within the buildable pad area shown on this CSM for the construction of the principal structure and related accessory structures and driveway. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as owner(s) of Lot 1 shown on this CSM and shall benefit and be enforceable by the Property Owners Association and the Village.

4. The Developer hereby covenants that the owners of Lots 2 shall have the obligation of maintaining the woodland area shown on Lot 2 on this CSM as a Dedicated Woodland Protection and Preservation, Access and Maintenance Area and that no filling, cutting, removal of trees greater than eight (8) inches in diameter or other activity or condition detrimental to its function as a woodland area shall occur or exist within such area except as provided below without first obtaining written approval of the Village. The Village shall permit the removal of dead, dying or decayed plant material on the property. The Village will further permit the removal of trees and brush within the identified buildable pad area shown on this CSM for the construction of the principal structure, including the driveway and accessory structures. The Village will further permit the removal of trees and brush outside of the identified buildable pad area shown on this CSM for the construction of accessory structures and/or the construction, installation and maintenance of a walkway, trailway or connection to adjacent lands owned by the Lot 2 owner(s). This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as owner(s) of Lot 2 shown on this CSM or any portion thereof and shall benefit and be enforceable by the Village.

*Peter S. Gordon*  
5-17-2005  
Revised 3-29-2006





A REDIVISION OF OUTLOT 5 OF COUNTRY LANE  
SUBDIVISION LOCATED IN PART OF THE SW 1/4  
AND SE 1/4 OF THE SW 1/4 OF SECTION 25,  
TOWN 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. 2520

5. The Developer hereby covenants that the owners of Lots 1 and 4 shall have the obligation of maintaining perpetual vision triangle easements as shown on Lots 1 and 4 of this CSM for the purposes of preserving and maintaining a clear field of vision for the standpoint of motorists, over and across such areas. The rights of the Village and the rights of Kenosha County, as it pertains to County Highway EZ, pursuant to these easements shall take precedence over the rights of any other persons, associations or entities in these Vision Triangle Easement Areas.

6. The grading associated with the construction of the roadway, 114th Place, and the retention facility will be graded as part of the Phase I Required Public Improvements. In addition, the grading required for the landscape berm proposed on the Easement on Lot 4 and the grading within the utility easements shall be completed by the Developer as a part of the Phase I Required Public Improvements.

7. The following specific grading areas shall be established for each of the lots of the proposed CSM that the individual home owner will be responsible for as a part of the new home building process:

(1.) Lot 1: No grading or retaining walls shall be located outside the Limited Building Areas and Limited driveway access areas.

(2.) Lot 2: No grading or retaining walls shall be located outside the Limited Building Areas and Limited driveway access areas.

(3.) Lot 3: No grading or retaining walls shall be located within any Utility Easements; Dedicated Storm Water Drainage, Detention and Maintenance Easement; and/or within 75 feet of the Ordinary High Water Mark of Tobin Creek.

(4.) Lot 4: No grading or retaining walls shall be located within any Utility Easements; Dedicated Sign, Landscape, Access and Maintenance Easement; and/or within 75 feet of the Ordinary High Water Mark of Tobin Creek.

8. Each individual lot owner shall be responsible for all detailed engineering costs to prepare the required detailed grading and drainage plan and the costs associated with the grading and stabilizing of the land including the construction of any retaining walls. The detailed grading and drainage plan shall be prepared by a Wisconsin Registered Professional Engineer and reviewed and approved by the Village Engineer prior to submitting the required building, zoning and erosion control permits to the Village to build a home on one of these lots. In turn, this will also allow each property owner to customize the building and grading plans for each individual lot to take advantage of the topography and the wooded areas on the lots.

9. Prior to submitting plans for the required building, zoning, and erosion control permits for each single family home, a professional engineer, licensed in Wisconsin, shall prepare a detailed grading plan that has been reviewed and approved by the Developers Engineer and then shall be submitted to the Village Engineer for review and approval. All of the Village staff time to review said detailed grading plan will be billed to the property owner and shall be promptly paid upon receipt of an invoice from the Village.

10. Grading shall be done within the specific areas as specifically described above for each lot.

11. All excess dirt and spoils shall be removed from each lot after the foundation is installed and backfilled. If the excess dirt is proposed to be placed on another property within the Village of Pleasant Prairie, an erosion control permit shall be issued for that property.

12. No utility boxes shall be placed forward of a single family home (between the home and the dedicated roadway) and depending on the location of the boxes additional landscaping may be required to be installed as a part of the Phase 2 Required Public Improvements.

13. All underground gas and electric utilities shall be installed prior to the acceptance of first phase of public improvements. Therefore, all grading within the Utility Easements shall be completed as a part of Phase I Required Public Improvements.

14. The current Village requirement related to providing a master grading plan with elevations every 25 feet along the property lines and drainage swales will not be required; however, the detailed grading and drainage plan shall be required. The detailed grading plans shall be prepared by the Wisconsin Licensed Engineer, shall include all of the plat of survey information required to obtain a building, zoning and erosion control permit at a minimum the following additional information.

(1.) The location of trees greater than 6 inches in diameter as measured 3 feet above the grade that are proposed to be removed on the lot. (Note: The trees to be removed shall be clearly marked in the field for any required on-site inspection.)

(2.) Existing and proposed detailed contours every one foot on the lot.

(3.) Location and details for any required retaining walls proposed.

(4.) Swale locations, direction of drainage and detailed elevations.

(5.) Calculations as may be determined to be required by the Developers Engineer or the Village upon the review of the detailed grading plan.

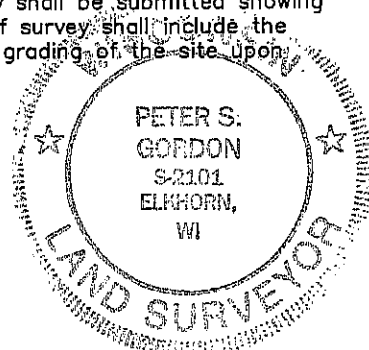
(6.) If any sloping easements are needed for the common lot line between Lots 3 and 4, then said easements shall be executed prior to issuance of any permits.

(7.) Any other information required by the Developer and/or the Village to evaluate the grading plans and ensure that the adjacent properties will not be adversely affective.

10. Prior to issuance of any building, zoning, and erosion control permits for a new single family home, the owners shall sign an Indemnification Agreement that indemnifies the Village for any failure of the detailed grading design since a detailed grading plan was completed on a lot by lot basis at the time individual permits were sought.

11. Prior to obtaining occupancy for any new home, the required as-built survey shall be submitted showing that the lot complies with the approved grading and drainage plan. This plat of survey shall include the proposed grading as approved by the Village prior to construction and the final grading of the site upon completion of the grading on the site.

*Peter S. Gordon*  
5-17-2005  
*revised 3-29-2006*







Office of the  
Chief of Fire & Rescue  
**Doug McElmury**

**To:** Michael Pollocoff, Village Administrator; and Members of the Village Board

**From:** Doug McElmury, Chief

**CC:** Jane Romanowski, Village Clerk

**Date:** June 14, 2016

**Re:** Approval and Adoption of the updated MABAS Agreement

---

The Mutual Aid Box Alarm System (MABAS) began in northern Illinois and has been in existence since the late 1960s. Pleasant Prairie Fire & Rescue was the first MABAS member in WI when we joined in 1987. In 2004 MABAS WI was formed and now retired Fire Chief Paul Guilbert, Jr. was elected as the first President of the organization. As of the last MABAS WI meeting on June 9, 2016 there are 58 Divisions in WI representing the vast majority of the State in both geography and population. The MABAS organization has also expanded to Indiana, Missouri and Michigan.

You will see our packet includes the last agreement that was signed in 2001 and the latest agreement that is before you for approval. Both of the copies have been highlighted to show the updates and changes that have taken place as a result of updated legislation and the expanded scope of MABAS.

We depend on MABAS as a mechanism for a preplanned and organized method to handle significant incidents in our community. MABAS has equipment, training and communication standards that allow departments to function together seamlessly at all types of incidents such as fire, EMS, special rescue and hazardous material spills.

I recommend that the MABAS Agreement is approved and adopted.





**RESOLUTION #16-26**  
**VILLAGE OF PLEASANT PRAIRIE**  
**A Resolution Approving and Adopting**  
**The Mutual Aid Box Alarm System (MABAS) Agreement**

**WHEREAS**, the Wisconsin Statute 66:0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and

**WHEREAS**, the Wisconsin Statute 66:0303(3)(b) authorizes any municipality to contract with other municipalities of another state for the receipt or furnishing of services, such as fire protection and emergency medical services; and

**WHEREAS**, the Wisconsin Statute 66:03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

**WHEREAS**, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

**WHEREAS**, pursuant to such authority, Wis. Admin. Code Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire, rescue and emergency medical services.

**NOW, THEREFORE, BE IT RESOLVED** that the Mutual Aid Box Alarm System (MABAS) Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted and that the Village President and Village Clerk be authorized to execute the same on behalf of the Village of Pleasant Prairie.

**Passed and adopted this 20th day of June, 2016.**

**VILLAGE OF PLEASANT PRAIRIE**

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John Steinbrink  
Village President

ATTEST:

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Jane Romanowski  
Village Clerk

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



## MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter “Unit(s)”) that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

**WHEREAS**, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

**WHEREAS**, the Wisconsin Statute **66.0301(2)** authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. **66.0303(3)(b).**)

**WHEREAS**, the State of Illinois has provided similar provisions under the “Intergovernmental Cooperation Act” of 5 ILCS 220/1 et seq.

**WHEREAS**, Wisconsin Statutes § 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction; and

**WHEREAS**, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

**WHEREAS**, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and



**WHEREAS**, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

**WHEREAS**, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect



the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. “Mutual Aid Box Alarm System” (hereinafter referred to as “MABAS”): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. “Member Unit”: A unit of local government including but not limited to a county, city, village, town, **tribe or band, emergency medical services district,** or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. “Stricken Unit”: A Member Unit **or a non-participating local governmental unit** which requests aid in the event of an emergency;
- D. “Aiding Unit”: A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. “Emergency”: An occurrence or condition in a Stricken Unit’s territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be



adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

- F. “Division”: The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. “Training”: The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. “Executive Board”: The statewide oversight board of MABAS which is comprised of Division representatives.
- I. “MABAS or ‘Mutual Aid Box Alarm System’ region” means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. “Chief Officer” means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. “Incident command system” has the meaning specified in s. 323.02(9), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

### SECTION THREE

#### **Authority and Action to Effect Mutual Aid**

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.



- B. Whenever an emergency occurs and conditions are such that the **Chief Officer, Incident Commander** or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The **Chief Officer**, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
  2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
  3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
  4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## **SECTION FOUR**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel **of the Aiding Unit** shall report for direction and assignment at the scene of the emergency to the Fire Chief or **Incident Commander** of the Stricken Unit. The **Aiding Unit** shall at all times have the right to withdraw any and all aid upon the order of its **Chief Officer** or his designee; provided, however, that the **Aiding Unit** withdrawing such aid shall notify the **Incident Commander or his/her designee of the Stricken Unit** of the withdrawal of such aid and the extent of such withdrawal.



## SECTION FIVE

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

## SECTION SIX

### Insurance

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

## SECTION SEVEN

### Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this



Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

## SECTION EIGHT

### Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.



## SECTION NINE

### Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

## SECTION TEN

### Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

## SECTION ELEVEN

### Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.



## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION THIRTEEN**

### **Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

## **SECTION FOURTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

## **SECTION FIFTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION SIXTEEN**

### **Executive Board of MABAS**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS



matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## **SECTION EIGHTEEN**

### **Rules and Procedure**

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

**SECTION NINETEEN**

**Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Political Entry

\_\_\_\_\_  
President or Mayor, or Chairman

\_\_\_\_\_  
Date

ATTEST:  
\_\_\_\_\_

Title  
\_\_\_\_\_

\_\_\_\_\_  
Date



## **ADDENDUM A TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

### **Non-Discrimination**

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

## **MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter “Unit(s)”) that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

**WHEREAS**, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

**WHEREAS**, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

**WHEREAS**, the State of Illinois has provided similar provisions under the “Intergovernmental Cooperation Act” of 5 ILCS 220/1 et seq.

**WHEREAS**, Wisconsin Statutes § 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction; and

**WHEREAS**, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

**WHEREAS**, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and



**WHEREAS**, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

**WHEREAS**, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be



adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.

- F. “Division”: The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. “Training”: The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. “Executive Board”: The statewide oversight board of MABAS which is comprised of Division representatives.
- I. “MABAS or ‘Mutual Aid Box Alarm System’ region” means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. “Chief Officer” means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. “Incident command system” has the meaning specified in s. 323.02(9), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

### **SECTION THREE**

#### **Authority and Action to Effect Mutual Aid**

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
  - 1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
  - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
  - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
  - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## **SECTION FOUR**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.



## **SECTION FIVE**

### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

## **SECTION SIX**

### **Insurance**

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

## **SECTION SEVEN**

### **Indemnification Liability and Waiver of Claims**

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this

Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

## **SECTION EIGHT**

### **Non-Liability for Failure to Render Aid**

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.



## **SECTION NINE**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

## **SECTION TEN**

### **Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

## **SECTION ELEVEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION THIRTEEN**

### **Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

## **SECTION FOURTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

## **SECTION FIFTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION SIXTEEN**

### **Executive Board of MABAS**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS



matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

## **SECTION EIGHTEEN**

### **Rules and Procedure**

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

**SECTION NINETEEN**

**Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Village of Pleasant Prairie

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **ADDENDUM A TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

### **Non-Discrimination**

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

Pleasant Prairie

COPY

RESOLUTION NO. 01-18

A Resolution Approving and Adopting  
the Mutual Aid Box Alarm System (MABAS) Contract.

WHEREAS, Section 66.0301, Wis. Stats., authorizes municipalities to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and

WHEREAS, Section 66.0303 (2), Wis. Stats., authorizes municipalities to contract with municipalities of another state for the receipt or furnishing of services, such as fire protection and emergency medical services; and

WHEREAS, a proposed agreement has been drafted to provide a Mutual Aid Box Alarm Systems (MABAS) for municipalities providing fire protection and emergency medical services in the counties of Kenosha and Walworth in Wisconsin, and Lake, McHenry, Boone, Winnebago and Cook counties in Illinois; and

WHEREAS, under Section 66.0303 (3), Wis. Stats, the Attorney General of the State of Wisconsin must approve any agreement between a municipality and a municipality of another state, and the agreement in question was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and


WHEREAS, the proposed agreement was submitted to the Governor of the State of Wisconsin for his concurrence, which was obtained; and

WHEREAS, it is in the best interest of the Village of Pleasant Prairie to enter into the proposed Mutual Aid Box Alarm Systems (MABAS) Agreement to provide for the coordination fire protection and emergency medical services in the event of a large-scale emergency, natural disaster or man-made catastrophe.

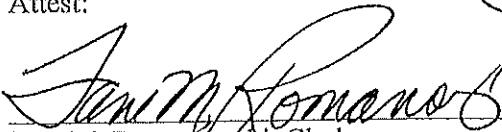
THEREFORE, BE IT RESOLVED, that the Mutual Aid Box Alarm Systems (MABAS) Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted and that the Village President and the Village Clerk be authorized to execute the same on behalf of the Village of Pleasant Prairie.

Passed and adopted this 19<sup>th</sup> day of March, 2001.

VILLAGE OF PLEASANT PRAIRIE

  
John P. Steinbrink, President

Attest:

  
Jane M. Romanowski, Clerk



**COPY**

**MUTUAL AID BOX ALARM SYSTEM  
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS the Wisconsin Statute 66.30(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis. Stats. 66.30(5)).

WHEREAS the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter "MABAS") and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

#### SECTION ONE

##### Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.



SECTION TWO  
Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System (hereinafter referred to as "MABAS")": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village, town, or Fire Protection District having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgement of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.



- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
  2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
  3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
  4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

#### SECTION FOUR

##### Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

#### SECTION FIVE

##### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## SECTION SIX

### Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, workman's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

## SECTION SEVEN

### Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of



the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

#### SECTION EIGHT

##### Non—Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

#### SECTION NINE

##### Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

**SECTION TEN**  
**Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

**SECTION ELEVEN**  
**Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

**SECTION TWELVE**  
**Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

**SECTION THIRTEEN**  
**Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such address as shall be agreed upon.

**SECTION FOURTEEN**  
**Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois and the State of Wisconsin.



**SECTION FIFTEEN**  
**Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

**SECTION SIXTEEN**  
**Executive Board of MABAS**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

**SECTION SEVENTEEN**  
**Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

**SECTION EIGHTEEN**  
**Rules and Procedures**

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN  
Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

VILLAGE OF PLEASANT PRAIRIE  
Political Entity

Joseph P. Sturabich  
President, Mayor, or Chairman

3-19-01  
Date

ATTEST:

Jane M. Romanowski  
Title VILLAGE CLERK

3-19-01  
Date





**To:** Michael Pollocoff, Village Administrator; and Members of the Village Board

**From:** Doug McElmury, Chief

**CC:** Jane Romanowski, Village Clerk

**Date:** June 16, 2016

**Re:** MOU between Guetzke & Associates and the Village of Pleasant Prairie

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The proposed Memorandum of Understanding between Guetzke & Associates and the Village of Pleasant Prairie is an example of a public / private partnership at its best. Guetzke is an alarm contractor that has invested in regional Private Two-Way Radio Network System to transmit alarm signals to a central station for monitoring. The Radio Network System consists of a two-way radio connected to a fire or burglar alarm system, antennas and repeaters at various sites connected to the internet to transmit the alarm signals from the individual two-way radios to the central station. The individual two-way radios can interconnect with each other (also known as a mesh network) to advance the signal to one of the fixed antennas that are connected to the internet.

Guetzke has seen a major increase in the amount of alarm systems that they have installed and monitor since they built the Radio Network System in the Pleasant Prairie area. They have demonstrated a robust and reliable network that has served as an alternative to traditional copper wire. Guetzke has an antenna and internet connection mounted on a building near I-94 but have determined that a second location further east would make for a more robust system. We have space on the short radio tower at Station #1 and room in the IT room for the additional equipment required for their system.

In return for exclusive commercial space at Station #1, the Village will receive the radio equipment and fire alarm monitoring for up to 15 Village facilities at no cost for the life of the MOU. This is a \$480 per facility, per year value totaling up to a \$7,200 savings to the Village per year.

I recommend that the MOU between Guetzke & Associates and the Village of Pleasant Prairie be approved.



**Memorandum of Understanding  
between  
Guetzke & Associates, Inc.  
and  
Village of Pleasant Prairie**

This Memorandum of Understanding (hereinafter referred to as "**MOU**") between Guetzke & Associates, Inc. (hereinafter referred to as "**Guetzke**") and the Village of Pleasant Prairie (hereinafter referred to as the "**Village**") is intended to explain and set forth the conditions whereby a Private Two-Way Radio Network System and all associated monitoring, maintenance, equipment, fixtures, antennas and apparatus (hereinafter referred to as the "**Radio Network System**") can be implemented in the Village.

**SECTION I: PURPOSE**

Guetzke and the Village have mutually agreed upon this MOU for the provision of a Radio Network System whereby the Village will provide for the Radio Network System, primary and backup electrical power and an internet protocol ("**IP**") link in exchange for the Guetzke-provided Radio Network System.

**SECTION II - FACILITIES**

Guetzke is seeking a location for its RF-based Private Two-Way Radio Network System to provide an element of redundancy. The selected location contains a 30 foot lattice-type tower (hereinafter referred to as the "**Tower**") located at Fire Station #1 (hereinafter referred to as "**FS#1**") which shall be used to accommodate an antenna and associated cabling and other apparatus which will facilitate the Internet connection to Guetzke's central monitoring station. For connectivity, a single coaxial cable will be run underground from FS#1 to the Tower. Guetzke will be responsible for the installation, monitoring and maintenance of the Radio Network System.

The following facilities have a Radio Network System connected via RF:

1. Village Hall, 9915 39<sup>th</sup> Avenue
2. Fire Station #1, 3801 Springbrook Road

New Radio Network Systems shall be installed by Guetzke in the following facilities:

3. Fire Station #2, 8044 88<sup>th</sup> Avenue
4. RecPlex, 9900 Terwall Terrace (Prairie Springs Park)
5. Baby U, 10000 Terwall Terrace (Prairie Springs Park)
6. Wruck Pavilion, 9999 Park Drive (Prairie Springs Park)
7. Ballfield Pavilion, 10101 Terwall Terrace (Prairie Springs Park)
8. Roger Prange Municipal Center, 8600 Green Bay Road
9. Public Works Storage Building, 8600 Green Bay Road
10. Sheridan Road Booster Station, 10415 Sheridan Road
11. Pleasant Prairie Historical Society, 3875 116<sup>th</sup> Street

The following facilities shall be connected via RF at some future point as determined by the Village:

12. 93<sup>rd</sup> Street Booster Station, 6831 93<sup>rd</sup> Street, Tax Parcel Number 92-4-122-222-0100
13. Lakeview Lift Station, 9788 88<sup>th</sup> Avenue, Tax Parcel Number 92-4-122-201-0125
14. Property/location to be named at a later date
15. Property/location to be named at a later date



### **SECTION III – RESPONSIBILITIES**

1. Guetzke, at its sole cost, shall be responsible for:
  - a. Provision of all materials and equipment needed for the Radio Network System
  - b. Installation and maintenance of the Radio Network System
  - c. Provision of monitoring fees for the life of this MOU
  
2. Village, at its sole cost, shall be responsible for the provision of:
  - a. Space on the Tower for the Radio Network System antenna
  - b. Space in/on the FS#1 Tower for one coaxial cable
  - c. 2U (2 unit sizes) of space in the IT equipment rack in FS#1
  - d. 110V electrical power with generator back-up

### **SECTION IV - BENEFITS**

1. Guetzke shall receive, at no cost:
  - a. One 1Mbps Internet connection
  - b. 110V electrical power with generator back-up
  - c. Exclusive commercial space on the Tower and within the FS#1 IT room
  
2. Village shall receive, at no cost:
  - a. Maximum of 15 Radio Network Systems as identified in SECTION II - FACILITIES
  - b. Monitoring of the Radio Network Systems for the life of this MOU

### **SECTION V – ACCESS TO FACILITIES**

Guetzke shall have, at all times, the right of access to the Radio Network System facilities on a 24 hours per day, 7 days per week basis, 365 days per year (hereinafter referred to as “**24/7/365**”), on foot or by motor vehicle (including the right to park such vehicles, trucks and machinery near the Radio Network Systems only on an improved surface (concrete, asphalt, gravel) for the installation and maintenance of the Radio Network System. Unless the visit to a Radio Network System facility is an emergency, prior to Guetzke accessing a Radio Network System facility, Guetzke shall receive permission (written or verbal) from the Village Fire & Rescue Chief (or his/her designee). The 24/7/365 access shall be for a limited time period, on a case-by-case basis, as determined by the Village. Guetzke, at its sole expense, shall be responsible for all repairs to any damaged infrastructure caused by Guetzke or its contractors, agents, servants, employees, licensees or invitees.

### **SECTION VI – INDEMNIFICATION/HOLD HARMLESS**

Guetzke hereby undertakes and agrees to indemnify and hold harmless the Village, its employees, agents and successors in interest of the property, from any and all future liability, loss or damage associated with the Radio Network System. Village shall be held harmless by Guetzke from any liability (including reimbursement of reasonable attorneys’ fees and all costs) for damages to any person or to the Radio Network System, or for damages to any person or property resulting from the actions of the Village (including

damages caused by or resulting from the existence of the Radio Network System), unless the damages are caused by, or are the result of, the willful misconduct or negligence of the Village or any of the Village's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that the Radio Network System be kept, installed, stored and maintained by Guetzke will be so installed, kept, stored and maintained at the risk of Guetzke. Village will not be responsible for any loss or damage to the Radio Network System equipment owned by Guetzke which might result from:

1. Natural disasters/storms/acts of God, such as but not limited to: tornadoes, lightning, wind storms, hail, rain, sleet, etc.
2. Acts of civil disorder, riots, vandalism, etc. for exterior (outdoor) equipment only.

Guetzke agrees to take all necessary actions to keep the Radio Network Systems in good working order.

Guetzke agrees and understands that at times the Village may be required to perform maintenance/work on supporting structures (e.g. towers, lift stations, buildings, structures, storage tanks, etc.) which may cause a temporary disruption in Radio Network Systems.

**SECTION VII – SIGNATURES, ACCEPTANCE & AGREEMENT TO ALL TERMS**

Signatures in the places noted below, hereby constitute final agreement to and acceptance of, all items contained in this document by GUETZKE and the VILLAGE.

**GUETZKE & ASSOCIATES, INC.**

\_\_\_\_\_  
Michael Guetzke  
President

\_\_\_\_\_  
Date

**VILLAGE OF PLEASANT PRAIRIE**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

This Memorandum of Understanding was prepared by:  
Village of Pleasant Prairie

Attached: EMERgency24 Monitoring Service Agreement





999 E. Touhy Ave., Ste. 500, Des Plaines, IL 60018  
TEL: (773) 777-0707 | TOLL FREE: (800) 877-3624  
FAX: (773) 286-1992 | www.emergency24.com

# Monitoring Service Agreement

(enter original transaction date above)

## Notice of Cancellation

You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date. If you cancel, any payments made by you under the contract will be returned within ten (10) business days following the receipt by the company of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

EMERgency24  
999 E. Touhy Ave., Suite 500  
Des Plaines, IL 60018

**No Later than Midnight of:** \_\_\_\_\_

\_\_\_\_\_  
**Buyer's Name**

\_\_\_\_\_  
**Buyer's Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**ZIP**

\_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
**Date**



# SUBSCRIBER DATA SHEET

999 E. Touhy Ave., Ste. 500, Des Plaines, IL 60018, Phone: (773) 725-0222, (800) 800-3624, Fax: (773)286-1992

ACCT # _____ STRESS CODE _____  TIME ZONE: E C M P A H P <input type="checkbox"/> E <input type="checkbox"/> Y <input type="checkbox"/> Q <input type="checkbox"/> CHECK HERE FOR DATA VALIDATION PKG <input type="checkbox"/>	PASSCODES/PASSWORDS (3-10 CHARACTERS) ( _____ ) ( _____ ) ( _____ ) ( _____ ) ( _____ ) ( _____ ) ( _____ ) ( _____ )	AUTOMATIC TEST -- CIRCLE ONE MONTHLY (FREE) WEEKLY: DAY OF WEEK _____ DAILY WINDOW: ____:____ TO ____:____ see ** to enter autotest condition code
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SUBSCRIBER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ APT./STE./BLDG./FLR # \_\_\_\_\_

CITY/State/Zip: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SUB. PRIMARY PHONE #: ( \_\_\_\_\_ ) SUB. SECONDARY PHONE#: ( \_\_\_\_\_ )

SPECIAL INSTRUCTIONS: \_\_\_\_\_

POLICE/CITY PERMIT #: \_\_\_\_\_

DEALER #: \_\_\_\_\_ DEALER PHONE #: ( \_\_\_\_\_ ) MONITOR START DATE: / /

EQUIPMENT: \_\_\_\_\_

CALL LIST: (PARTIES WILL BE CALLED IN SEQUENCE UNTIL REACHING ____ OF THEM)				
ADDITIONAL ENTRIES CAN BE MADE ON ADDENDUM FORMS AVAILABLE FROM THE DATA ENTRY DEPARTMENT				
TYPE	DESCRIPTION	NAME	PRIMARY PHONE	COMMENTS - (EXT. BEEPER, WORK, HOME)
P1	PARTY		( ) -	
P2	PARTY		( ) -	
P3	PARTY		( ) -	
P4	PARTY		( ) -	
P5	PARTY		( ) -	
P6	PARTY		( ) -	
P7	PARTY		( ) -	
P8	PARTY		( ) -	
P9	PARTY		( ) -	
P10	PARTY		( ) -	
REQUIRED FOR ACTIVATION				
A1	POLICE		( ) -	2ND PHONE
A2	FIRE		( ) -	2ND PHONE
A3	MEDICAL		( ) -	2ND PHONE
A4	OTHER		( ) -	2ND PHONE

**COMMERCIAL ACCOUNTS -- VERIFY VALIDITY OF ALARM SIGNALS DURING BUSINESS HOURS ONLY**

Sample      MONDAY      TUESDAY      WEDNESDAY      THURSDAY      FRIDAY      SATURDAY      SUNDAY

(09:00)-OPEN    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )

(18:30)-CLOSE    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )    ( \_\_:\_\_ )

VERIFY VALIDITY OF ALARM SIGNAL ON THESE CONDITIONS:    ( \_\_ )    ( \_\_ )    ( \_\_ )    ( \_\_ )    ( \_\_ )    ( \_\_ )    ( \_\_ )    ( \_\_ )

FORMAT: (REQUIRED FOR ACTIVATION) <input type="checkbox"/> 3+1/4+2 <input type="checkbox"/> Radionics/Modem II/III <input type="checkbox"/> DMP <input type="checkbox"/> Contact ID <input type="checkbox"/> S.I.A. <input type="checkbox"/> I.T.I.				
<b>** ENTER ALL CONDITION TRANSMISSION POSSIBILITIES: (CODE RANGES ARE ALLOWED i.e. 3 TO 8 = BURG)</b>				
CODE TRANSMITTED TO EMERGENCY 24	AUTHORITY CODE (A1-A4):	DESCRIPTION	CALLBACK OPTION	CALLBACK OPTIONS (CHOOSE ONLY ONE)
				0 = A-P-C                      1 = S-A-P-C 2 = P-C                        3 = C 4 = L                            5 = S-C 6 = S-P                        8 = P 9 = S,NA;PNA;C            10 = S,NA;C 11 = A                         12 = C TP 13 = P TP                     14 = S,NA;P 15 = S-P-C                   16 = A-S-P-C 17 = SNA; PNA, A
				S = CUSTOMER              L = LOG ONLY A = AUTHORITY              NA = NO ANSWER P = PARTY                    TP = TOP PRIORITY C = INSTALLATION COMPANY

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE SUBSCRIBER MONITORING AGREEMENT.**





999 E. Touhy Ave., Ste. 500, Des Plaines, IL 60018 (773) 725-0222 (800) 800-3624

## SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS

This agreement is made by and between EMERGENCY TWENTY FOUR, INC., hereafter known as "EM24," the SUBSCRIBER and the SUBSCRIBER's ALARM or INSTALLATION COMPANY, hereafter known as "ALARM CO." The SUBSCRIBER and ALARM CO. are identified by name below.

IT IS THEREFORE AGREED for in consideration of such agreement that:

1. The SUBSCRIBER will set the alarm system for the protection required.
2. The local protective system at SUBSCRIBER's premises is not the property of EM24 and said system is to be kept in working order by SUBSCRIBER and/or ALARM CO.. EM24 cannot be responsible at any time for the system's working condition or any failure of same and therefore the sole duty of EM24 is to maintain in working order its Monitoring Receiving Facility.
3. EM24, upon receipt of a signal from a SUBSCRIBER's premises, shall make every reasonable effort to transmit notification of the alarm to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the SUBSCRIBER DATA SHEET (and/or subscriber data received by EM24 from SUBSCRIBER's ALARM CO. or SUBSCRIBER, from time to time) unless there is cause to assume that an emergency condition does not exist. EM24 accepts changes to current subscriber information with proper identification and passcode(s) from the ALARM CO. or its representative(s), and the SUBSCRIBER or the SUBSCRIBER's representative(s). EM24 accepts new subscriber data or changes to subscriber monitoring data via: written documents; facsimile documents; proprietary interactive software data exchanges; Internet software data exchanges; email; and verbal telephone communication.
4. It is the responsibility of the SUBSCRIBER's ALARM CO. to ensure that the service and the notifications entered on the SUBSCRIBER's DATA SHEET and related ADDENDA forms are proper and correct and that this form is signed by the SUBSCRIBER.
5. SUBSCRIBER, ALARM CO. and EM24 acknowledge and agree that they are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the SUBSCRIBER's system. If such governmental agencies, now or in the future require physical or visual verification or multi-call telephone verification (e.g., enhanced-call verification) of an emergency condition before responding to a request for assistance, SUBSCRIBER agrees to comply with such requirements. EM24 may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving the ALARM CO. written notice. The ALARM CO. is responsible for notifying the SUBSCRIBER of any change in monitoring and alarm response.
6. SUBSCRIBER agrees to obtain at SUBSCRIBER's expense all permits and licenses necessary for the alarm system(s), and pay any false alarm assessments, taxes, fees or charges related to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization with authority over the SUBSCRIBER's system.
7. SUBSCRIBER consents to the tape recording of all telephonic communications between SUBSCRIBER and EM24's Monitoring Receiving Facility.
8. This agreement shall continue for as long as the SUBSCRIBER's ALARM CO. contracts with EM24 for the performance of monitoring services for the SUBSCRIBER. In the event that the SUBSCRIBER's ALARM CO. fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EM24 will give the SUBSCRIBER at least 15 days notice of termination of such services and, upon giving such notice, this agreement and all of EM24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EM24 and the SUBSCRIBER's ALARM CO. and neither party hereto shall have any claim against the other.
9. That this agreement may be canceled without previous notice, at the option of EM24, in the event EM24's Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EM24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed. That this agreement may be cancelled by EM24 at any time, upon a ten (10) day written notice, if false alarms and/or "runaway" signals continue to occur.
10. EM24 shall not be liable for any loss or damage caused by defects or deficiencies in the local protective equipment or protection strategy nor shall EM24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EM24.
11. EM24 shall not be obligated to perform any monitoring service hereunder during any time when its or the SUBSCRIBER's telephone, radio, Internet, or any other communications channel service and/or equipment shall not be working or fails to transmit alarm signals as intended. The use of an autotest or regular testing of the SUBSCRIBER's local protective system is recommended, however successful testing is not a guarantee that the communications channel will perform as intended every time.
12. This agreement is made and shall be governed by the laws of the State of Illinois. Both EM24 and SUBSCRIBER agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more

than one (1) year after the incident giving rise to the claim occurred. In addition, any such legal proceeding shall not be heard before a jury. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.

13. LIMITATION OF LIABILITY; THIRD PARTY INDEMNIFICATION. It is agreed that EM24 is not an insurer and that it is not the intention of the parties that EM24 assume responsibility for any loss occasioned by misfeasance or negligence in the performance or non-performance of the services under this Agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of EM24 by virtue of this Agreement or because of the relation hereby established. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of EM24 by virtue of this Agreement or because of the relation hereby established, whether due to a breach of this Agreement, the negligence of EM24, or otherwise, such liability is and shall be limited to and fixed at the sum of five hundred dollars (\$500.00). Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. That in the event SUBSCRIBER desires EM24 to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtain a higher limitation of liability by paying a periodic extra charge and a rider shall be attached to this Agreement setting forth the amount of the additional limited liability of EM24 and the additional charge(s). That the rider and additional obligation exist shall in no way be interpreted to hold EM24 as an insurer. If anyone other than SUBSCRIBER asks EM24 to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the monitoring services, (ii) EM24's negligence, (iii) any other improper or careless activity of EM24 in providing the services or (iv) a claim for indemnification or contribution, SUBSCRIBER will repay to EM24 (a) any amount which a court orders EM24 to pay or which EM24 reasonably agrees to pay, and (b) the amount of EM24's reasonable attorney's fees and any other losses and costs that EM24 may pay in connection with the harm or damages.

14. SUBSCRIBER hereby releases discharges and agrees to hold EM24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or SUBSCRIBER's ALARM CO., agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or the SUBSCRIBER's ALARM CO.. SUBSCRIBER agrees to indemnify EM24 against, defend and hold EM24 harmless from any claims for subrogation which may be brought against EM24 by any insurer or insurance company or its agents or assigns, including payment of all damages, expenses, costs and attorneys fees.

15. EM24 HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS THAT ITS SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS WHICH MONITORING MIGHT ALLEVIATE OR MITIGATE. EM24 DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT: (A) EM24 HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED; AND (B) SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND ASSUMES ALL RISK OF INJURY (INCLUDING PERSONAL INJURY OR DEATH) TO PERSONS USING OR ON THE PREMISES. EM24 MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF ITS RESPONSE. SUBSCRIBER AGREES THAT EM24 HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM OR SERVICES BEING USED. SUBSCRIBER ACKNOWLEDGES THAT: (A) SUBSCRIBER SHOULD OBTAIN INSURANCE FOR THE PROTECTION OF THE PREMISE, ITS CONTENTS, THE SUBSCRIBER(S) AND ANY OTHERS WHO MAY OCCUPY THE PREMISE AND/OR USE THE SYSTEM AND SERVICES, (B) SUBSCRIBER HAS READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 13 AND 14 WHICH SET FORTH EM24'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS, INJURY OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

16. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS must be signed by all three parties. No verbal agreements shall alter the terms of this Agreement. Your signature acknowledges that you agree to the terms set forth in the above Agreement and that you have been provided with a copy of this Agreement.

17. Should there arise a conflict of terms or conditions between this agreement and a purchase order, it is agreed that this contract shall be supreme and binding.

18. SUBSCRIBER acknowledges and agrees that this Agreement shall be binding upon SUBSCRIBER upon either: (1) SUBSCRIBER's receipt of a signed copy of this Agreement, or (2) EM24 begins monitoring service. SUBSCRIBER acknowledges and agrees that SUBSCRIBER may not receive a copy of this Agreement signed by EM24 and such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

**SUBJECT TO THE SUBSCRIBER DATA ON PAGE ONE AND THE TERMS AND CONDITIONS ON THIS PAGE AND THE REVERSE SIDE OF THIS PAGE.**

Subscriber (print) \_\_\_\_\_ executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By (sign) \_\_\_\_\_ Title \_\_\_\_\_

Subscriber's Alarm Company \_\_\_\_\_

By (sign) \_\_\_\_\_ Title \_\_\_\_\_

Emergency Twenty Four, Inc.

By (sign) \_\_\_\_\_ Title \_\_\_\_\_



TO: Village Board  
Michael Pollocoff, Village Administrator

*Consider a two year contract agreement between the Village of Pleasant Prairie and the Pleasant Prairie Professional Firefighter's Association, Local 3785, for the 2016-2017 calendar years.*

Recommendation: Authorize the Village Administrator and the Village President to accept the proposed 2016-2017 contract.

Significant Changes (*italicized*) include:

#### **ARTICLE VII - COMPENSATION**

*Increase all rates by .50%, effective July 1, 2016.*

*Increase all rates by 1.00%, effective January 1, 2017.*

*Increase all rates by 1.00%, effective July 1, 2017.*

*Revise Section 4 to read as follows:*

*Effective January 1, 2016, paramedics shall receive a stipend of 5% of their respective base salary, as that salary is set forth in Appendix "A". The stipend shall be received in two (2) installments, in the months of June and December. These stipends shall be prorated for new hires, based upon the date upon which the employee in question began employment in the Department.*

#### **ARTICLE XVIII - HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE** **SECTION 1 – HOSPITAL -SURGICAL**

##### **Effective January 1, 2016:**

Employees who achieve and maintain Silver status, as defined in the Vitality Wellness Program, by December 1, 2015 shall continue to contribute three percent (3.0%) toward their health insurance premium.

Employees who elect not to participate in the Village Wellness Program, and employees who do not achieve 'Silver' status as defined in the Vitality Wellness Program, by December 1, 2015, shall contribute twenty percent (20%) toward their health insurance premium throughout 2016.

##### **Effective January 1, 2017:**

*Employees who achieve and maintain the wellness program level as defined by the Village and/or insurance company by December 1, 2016, shall contribute 5.0% toward their health insurance premium.*

*Employees who elect not to participate in the Village Wellness Program, and those who do not achieve or maintain the wellness program level as defined by the Village and/or insurance company by December 1, 2016, shall pay twenty-five (25%) of premium throughout 2017.*

**SECTION 3 - RETIREMENT HEALTH SAVINGS PLAN – for all employees hired after January 1, 2009.**

- a) For employees hired after January 1, 2009, the Employees must contribute minimum of 96 hours holiday pay plus any unused holiday hours, and
- b) Employees must contribute accrued vacation hours in excess of 216.
- c) *Provisions as outlined in Article XVIII Section 3 A and B will sunset as of 12/31/15.*

**SECTION 4. – DENTAL INSURANCE**

**Effective January 1, 2016:**

Employees to contribute ten percent (10%) of the monthly premium.

**Effective January 1, 2017:**

*Employees to contribute twenty percent (20%) of monthly premium.*

## **ARTICLE XXVIII - MISCELLANEOUS PROVISIONS**

**SECTION 2.**

Employees covered under this Agreement shall reside:

- 1). *Anywhere in Kenosha County, Wisconsin.*
- 2). *Anywhere in Racine County, Wisconsin.*
- 3). *Milwaukee County, Wisconsin, south of Layton Avenue, west to 124<sup>th</sup> Street.*
- 4). *Lake County, Illinois, south to Route 60 (Town Line Road), west to U.S. Highway 45, east to Lake Michigan along the due east extension of Route 60 (Town Line Road).*

Newly hired employees must establish such residency within one (1) year of date of hire. Compliance with this rule may be extended by the Chief, for extenuating circumstance, with a six (6) month option.”



## **MEMORANDUM OF AGREEMENT I**

### **Add Paragraph 7**

*The retirement benefits which are to be provided to employees hired after January 1, 2009 pursuant to Section XVII, Section 3 of this collective bargaining agreement shall be modified by the individual voluntary, uncoerced agreements executed by the Village, Local 3785, and the following employees in January and February 2016:*

*Dean Holloway: January 29, 2016.  
Kyle Grover: January 31, 2016  
Michael Passafaro: January 31, 2016  
Alan Cloherty: January 31, 2016.  
Andrew Dietz: January 30, 2016.  
Andrew Strouf: February 1, 2016.  
Adam Craig: January 31, 2016.  
Marshall Gontscharow: January 31, 2016.  
Jeff Gunhus: January 29, 2016  
Ben Childers: January 29, 2016.  
David Wade: January 29, 2016  
Devyn Ford: (undated.)  
Nathan Konkol: January 29, 2016.  
Joseph Olszewski: January 28, 2016.  
Christopher Yule: January 28, 2016.  
Marc Lois: January 28, 2016.  
Michael Lange: January 28, 2016.  
Nick Shine: January 29, 2016.*

*Any employee hired subsequent to April 1, 2016 shall be subject to the terms of this Memorandum of Agreement, as modified by Paragraph 7 and by other applicable terms of this collective bargaining agreement. Execution of this Memorandum of Agreement by the Village and Local 3785 shall be indicated by the signatures which are required in Paragraph 4 of this Memorandum.*

## **MEMORANDUM OF AGREEMENT III**

*The Chief/designee may determine whether an unscheduled opening will be filled and, if so, if overtime or part-time employees will be used to backfill the shifts. If the determination was made to fill the unscheduled opening, then the position shall be filled.*

**SIDE LETTER OF AGREEMENT - HEALTH INSURANCE PREMIUM CONTRIBUTIONS**

*The following understanding has been reached by the undersigned parties and shall be considered to be part of the Agreement between such parties in effect from January 1, 2016 through December 31, 2017.*

*If General Village employees are provided with a different premium share percentage, that is less than the amount identified in the existing collective bargaining agreement, the percentage amount identified in the existing collective bargaining agreement shall be reduced to that which is being paid by general Village employees. This letter of agreement shall expire, unless it is mutually agreed by the parties, on December 31, 2017.*



**AGREEMENT**

**between**

**the VILLAGE OF PLEASANT PRAIRIE**

**and**

**the VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE PROFESSIONAL FIREFIGHTER'S**

**ASSOCIATION LOCAL 3785**

**Effective**

**January 1, 2016 through December 31, 2017**





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# **AGREEMENT**

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THIS AGREEMENT is made and entered into by and between the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the “Village” and the Pleasant Prairie Professional Fire Fighter’s Association, Local 3785, International Association of Fire Fighters, hereinafter referred to as the “Association” pursuant to the provisions of Chapter 111.70, and subject to the Sections of the Wisconsin Statutes as may be pertinent hereto.

**P R E A M B L E**

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It is the intent and purpose of the parties hereto that this Agreement shall:

- 1. Set forth their agreement with respect to rates of pay, hours of work and other conditions of employment to be observed by the Village, the Association and the employees who are covered by this Agreement;
  - 2. Provide procedures for fair adjustment of grievances;
  - 3. Prevent interruptions of work during the life of this Agreement;
- and,
- 4. Promote harmonious relations between the Village, the Association, and the employees.



1 **ARTICLE I**

2 **HEADNOTE**

3 A.Reference to Fire Chief, includes the Fire Chief's designated  
4 representative.

5 B.For purposes of simplicity, employees shall be designated by their regularly  
6 assigned tour of duty. Employees assigned to the "24 hour tour of duty"  
7 will be referred to as "24 hour employees". Employees assigned to the  
8 "11 hour tour of duty" will be referred to as "11 hour employees"

9 C."Tour of duty", "workday", "shift" and "duty day" are synonymous.

10 D.The "base hourly rate" of pay for the 24 hour employee and 11  
11 hour employee is derived by dividing the annual salary by 2,912 hours for  
12 1998 and thereafter.

13 E.Reference to a "duty day" for a 24 hour employee means 24 hours.

14 Reference to a "duty day" for a 11 hour employee means 11 hours.

15 F.The "56 hour tour of duty for 1998" and thereafter, refers to the  
16 weekly work schedule of a 24 hour duty day.

17 G.The "Board of Police and Fire Commissioners" shall be referred to herein  
18 as the "Commission".

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1 **ARTICLE II**

2 **RECOGNITION**

3 **SECTION 1.** The Village recognizes the Association as the exclusive  
4 collective bargaining agent or representative on all matters of wages,  
5 hours and conditions of employment as defined in Section 111.70 (1) (a),  
6 Wisconsin Statutes, for all regular full-time sworn employees of the  
7 Pleasant Prairie Fire & Rescue Department, but excluding supervisory  
8 employees as defined in Section 111.70 (1) (a), Wisconsin Statutes, for  
9 the purpose of collective bargaining as defined in Section 111.70 (1) (a),  
10 Wisconsin Statutes.

11 **SECTION 2.** The Village agrees that it will not discriminate against any  
12 employee covered by this Agreement because of membership or activities  
13 in the Association, nor will the Village interfere with the right of any  
14 employee to become a member of the Association, as provided by  
15 Section 111.70 (1) (a), Wisconsin Statutes.



1 **ARTICLE III**

2 **MANAGEMENT RIGHTS**

3 **SECTION 1.** Except as otherwise provided in this agreement, the Village  
4 retains all the normal rights and functions of management and those it has  
5 by law. Without limiting the generality of the foregoing, this includes the  
6 right to hire, promote, transfer, demote or suspend or otherwise discharge  
7 or discipline for proper cause; the right to decide the work to be done and  
8 location of work; to utilize personnel, methods and means in the most  
9 appropriate efficient and flexible manner possible, to manage and direct  
10 the employees of the Village, to take whatever action necessary in  
11 situations of emergency, to determine the size and composition of the  
12 work force, to contract for work, services or material; to use temporary,  
13 provisional, part-time or seasonal employees; to schedule overtime work,  
14 to establish or abolish a job classification, to establish qualifications for the  
15 various job classifications, to introduce new or improved methods,  
16 operations or work practices. The Village shall have the right to adopt and  
17 alter reasonable rules and regulations.

1 **ARTICLE IV**

2 **ASSOCIATION RIGHTS AND PRIVILEGES**

3 **SECTION 1.** The Association shall keep the Chief and the Village  
4 Administrator of the Village of Pleasant Prairie currently advised as to the  
5 name of the authorized Association representatives who are designated to  
6 act on behalf of the Association for the purpose of investigating and  
7 processing grievances. One (1) such representative shall be allowed a  
8 reasonable amount of time during working hours, without loss of pay,  
9 upon permission being granted by the Chief, or in his absence Assistant  
10 Chief, to investigate and/or process grievances in Steps 1 and 2 of the  
11 grievance procedure. Permission will be granted provided the activity  
12 does not impair the operation of the Department. Any dispute concerning  
13 the exercise of discretion in determining the allowable paid grievance time  
14 shall be subject to the grievance procedure.

15 **SECTION 2.** The Association shall be permitted to conduct executive  
16 board or emergency business meetings on Village premises under the  
17 control of the Fire & Rescue Department, provided prior permission has  
18 been obtained from the Chief. No permission is granted hereunder for on  
19 duty personnel to attend Association meetings during duty hours, with the  
20 exception that a maximum of two (2) officers of the Association may  
21 attend such meetings without loss of pay. The Chief may grant special  
22 permission for other personnel to attend such meetings without loss of



1 pay. It is understood that on duty personnel attending such meetings will  
2 respond immediately to any duty demands.

3 **SECTION 3.**

4 (A) Not more than two (2) Association representatives will be granted  
5 time off without loss of pay during a duty day to attend labor contract  
6 negotiation meetings with the Village, provided such representatives  
7 are members of the Association's negotiating committee and the  
8 shift assignments of the representatives are at the same time that a  
9 labor contract negotiation meeting is conducted.

10 (B) If negotiation meetings are called by the Village during normal  
11 working hours, the designated negotiators for the Association who  
12 shall participate in such meetings will be granted time off for such  
13 meetings without loss of pay.

14 **SECTION 4.** Attendance at annual Association convention for one (1)  
15 delegate, one (1) day off without loss of pay shall be granted by the  
16 Village; provided, that at least a twenty-seven (27) day notice of the  
17 request shall be given to the Village and to the Chief.

18 **SECTION 5.** The Village will provide the Association the use of a  
19 bulletin board at each fire station for the purpose of posting material  
20 concerning the following types of subjects: Association meetings,  
21 elections, committee reports, rulings or policy statements, recreational  
22 and social affairs, employee personal affairs, etc. No material shall be

1 posted which contains anything defamatory, scurrilous, anything  
2 pertaining to candidacy for Village of Pleasant Prairie elective office and  
3 incumbents of such offices, or anything reflecting in such a manner upon  
4 the Village or any of its employees, unless such material is the result of  
5 Association rulings or policy statements or committee reports and is typed  
6 and/or printed on Association stationery. Violation of this section shall be  
7 sufficient reason for removing the unauthorized posted material by  
8 direction of the Chief. Any dispute as to the exercise of this discretion by  
9 the Chief shall be subject to the grievance procedure.

10 **SECTION 6.** Not more than one (1) on-duty Association officer or their  
11 representative may attend Police and Fire Commission meetings,  
12 provided such personnel shall respond immediately to any alarms or calls  
13 for the apparatus to which they are assigned. The Association shall make  
14 every effort to assign off duty Association officers.

15 **SECTION 7.** Employee and non-employee Association representatives  
16 shall be permitted to confer with employees during duty hours, concerning  
17 Association business which is not in violation of this Agreement or  
18 otherwise illegal; provided, the exercise of this privilege does not interfere  
19 with the operations of the Department.

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1        **SECTION 8.**    Upon request, any employee covered by this Agreement,  
2        who is being interviewed or ordered to appear before any superior officer  
3        where disciplinary action may be taken, shall have the right to have an  
4        Association representative present.

5        **SECTION 9.**    The Association member serving as a state director of the  
6        State of Wisconsin Professional Fire Fighter's Association shall be  
7        authorized twenty-four (24) hours of released time annually, for the  
8        purpose of attending State Association meetings. Employees who are  
9        appointed to a State Advisory Board are permitted to attend such  
10       meetings while on duty if they received approval from Chief two (2) weeks  
11       in advance of the meeting and have agreed to advance the position of the  
12       Village.

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1 **ARTICLE V**

2 **FAIR SHARE & DUES**

3 **SECTION 1.** All employees in the bargaining unit shall be required to  
4 pay, as provided in this article, their fair share of the costs of  
5 representation by the Association. No employee shall be required to join  
6 the Association, but membership in the Association shall be available to  
7 all employees who apply, consistent with the Associations constitution and  
8 bylaws.

9 The Employer shall deduct in equal installments from the monthly  
10 earnings of all employees in the collective bargaining unit, except exempt  
11 employees, their fair share of the cost of representation by the  
12 Association, as provided in Section 111.70 (1) (f), Wis. Stats., and as  
13 certified to the Employer by the Association The Employer shall pay said  
14 amount to the treasurer of the Association on or before the 15<sup>th</sup> of the  
15 month in which such deduction was made. The date for the  
16 commencement of these deductions shall be determined by the  
17 Association; however all employees, except exempt employees, shall be  
18 required to pay their full (annual) fair share assessment regardless of the  
19 date on which their fair share deductions commence.

20 A. For the purposes of this article, exempt employees are those  
21 employees who are members of the Association and whose  
22 dues are deducted and remitted to the Association by the



1 Employer pursuant to Article V (Dues Deduction) or paid to  
2 the Association in some other manner authorized by the  
3 Association. The Association shall notify the Employer of  
4 those employees who are exempt from the provisions of this  
5 article and shall notify the Employer of any changes in its  
6 membership affecting the operation of the provision of this  
7 article.

8 B. The Association shall notify the Employer of the amount  
9 certified by the Association to be the fair share of the cost of  
10 representation by the Association and the date for the  
11 commencement of fair share deductions, two weeks prior to  
12 any required fair share deduction.

13 The Association agrees to certify to the Employer only such fair  
14 share costs as are allowed by law, and further agrees to abide by the  
15 decisions of the Wisconsin Employment Relations Commission and/or  
16 courts of competent jurisdiction in this regard. The Association agrees to  
17 inform the Employer of any change in the amount of such fair share costs.

18 The Association shall provide employees who are not members of  
19 the Association with an internal mechanism with the Association which is  
20 consistent with the requirements of state and federal law and which will  
21 allow those employees to challenge the fair share amount certified by the  
22 Association as the cost of representation and to receive, where

1 appropriate, a rebate of any monies to which they are entitled. To the  
2 extent required by state or federal law, the Association will place in an  
3 interest-bearing escrow account any disputed fair share amounts.

4 The Association does hereby indemnify and shall save the  
5 Employer harmless against any and all claims, demands, or other forms of  
6 liability, including court costs, that shall arise out of or by reason of action  
7 taken or not taken by the Employer, which Employer action or non-action  
8 is in compliance with the provision of this article, and in reliance on any  
9 lists or certificates which have been furnished to the Employer pursuant to  
10 this article, provided that the defense of any such claims, demands, suits  
11 or other forms of liability shall be under the control of the Associations and  
12 its attorneys. However, nothing in this section shall be interrupted to  
13 preclude the Employer from participating in any legal proceeding  
14 challenging the application or interpretation of this article through  
15 representatives of its own choosing and its own expense.

16 **SECTION 2.** Indemnification: The Association will refund to the  
17 employee involved any Association dues erroneously collected by the  
18 Employer and paid to the Association. The Association agrees to hold the  
19 Employer harmless from any claims or demands arising out of compliance  
20 with the provisions of this article.

21 **SECTION 3.** Dues Deduction Forms: The Employer agrees to deduct  
22 monthly dues from the pay of employees who individually sign voluntary



1 check-off authorization forms supplied by the Association, which shall  
2 include the following statement:

3 "I, the undersigned, hereby authorize the Village of  
4 Pleasant Prairie to deduct from my wages each and  
5 every month, my Association dues designated by the  
6 Secretary Treasure of the Association for and on my  
7 behalf."

8 This authorization shall be valid for the term of this contract.

9 **SECTION 4.** Deductions: The Employer shall deduct the appropriate  
10 amount from the first paycheck each month of each employee requesting  
11 such deduction following receipt of such statement, and shall remit the  
12 total of such deductions to the Association in one lump sum.

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1 **ARTICLE VI**

2 **SENIORITY**

3 **SECTION 1. - DEFINITION:** Shall mean the status attained by length of  
4 continuous full-time service following the successful completion of the  
5 probationary period; the employee's seniority date shall then be  
6 retroactive to the date of hire as a full-time employee. If two or more  
7 employees are appointed on the same day, seniority shall be determined  
8 by the ranking created by the Chief, with concurrent notice to the Union..

9 **SECTION 2. – PROBATIONARY PERIOD** New employees shall be on  
10 a probationary status for a period of not less than 365 days, and until  
11 meeting all training certification and residency requirements as  
12 determined by the chief. Probationary status may be extended by the  
13 chief with a six (6) month option. During their probationary period, new  
14 employees may be discharged at the discretion of the Chief of the Fire &  
15 Rescue Department without recourse to the contractual grievance  
16 procedure or to the Police and Fire Commission herein. If still employed  
17 after such date, seniority shall date from the first day of hiring. Until a  
18 probationary employee has acquired seniority, he shall have a no re-  
19 employment rights in case of layoff.

20 **SECTION 3. – PERSONNEL ACTIONS** The practice of following  
21 seniority in transfers, layoffs, recalls from layoffs, vacations and shift  
22 preference to fill vacancies shall be continued. Seniority shall not



1 accumulate during any period of layoff or unpaid leave of absence (except  
2 active military duty) and shall not include paid on call time prior to hire as  
3 a full-time employee of the Department. Ability and efficiency shall be  
4 taken into consideration only when they substantially outweigh  
5 considerations of length of service or in cases where the employee who  
6 otherwise might be retained or promoted on the basis of such continuous  
7 service is unable to do the work required. Full-time employees shall  
8 receive preference over part-time employees. A transfer is the filling of a  
9 new or vacated position and shall be governed by job posting.

10 **SECTION 4. - TEMPORARY ASSIGNMENTS** The Village, in exercising  
11 its right to assign employees, agrees that an employee has seniority in a  
12 job classification, but may be temporarily assigned to another job to fill a  
13 vacancy caused by a condition beyond the control of management. Any  
14 employee so temporarily assigned shall be returned to his/her regular job  
15 as soon as possible. Temporary assignments shall not be considered  
16 transfers.

17 **SECTION 5. – LAYOFF AND BUMPING** In the event it becomes  
18 necessary to reduce the number of employees in the department, the  
19 probationary employees shall be the first to be laid off and then the  
20 employee with the least seniority. If a position is eliminated, the  
21 employee(s) affected by such action shall have the right to displace the  
22 least senior employee within his/her classification. If this is not possible,

1 the affected employee shall displace the least senior employee within the  
2 Fire & Rescue Department in any other classification, regardless of pay  
3 rate, provided he/she has enough seniority to do so, and further provided  
4 that the employee is able to demonstrate his ability to perform the work  
5 within a 365 calendar days probationary period.

6 Employees laid off in a reduction of force shall have their seniority status  
7 continue for a period equal to their seniority at the time of layoff, but in no  
8 case shall this period be less than three (3) years. When vacancies occur  
9 in a department, which any employees hold layoff seniority status, then  
10 employees shall be given the first opportunity to be recalled and placed on  
11 these jobs. In the event an employee declines to return to work when  
12 recalled under this sections, such employee shall forfeit all accumulated  
13 seniority rights.

14 **SECTION 6. – NOTICE OF TERMINATION** Any full-time employee  
15 covered by this agreement whose employment is terminated for any  
16 reason other than disciplinary action, shall be entitled to two (2) weeks'  
17 notice.

18 All employees shall give two (2) weeks' notice, in writing, of their intention  
19 to sever their employment with the Village. If any employee fails to give  
20 such notice, any earned vacation pay shall be forfeited. Earned vacation  
21 time shall not be counted toward the two (2) weeks required notice.



1        **SECTION 7. – SENIORITY LIST**    The Village shall prepare and  
2        maintain an up-to-date master seniority list of all full-time employees.  
3        Such list shall be brought up -to-date by the first business day of the new  
4        year and immediately posted on department bulletin boards. Any  
5        discrepancies, with the seniority list as posted shall be reported to the  
6        Chief of Fire & Rescue, in writing, no later than thirty (30) days from the  
7        date of posting, or the posted list shall stand approved.

8        **SECTION 8. – LOSS OF SENIORITY AND TERMINATION**

9        An employee shall lose his/her seniority rights for the following reasons  
10       only:

- 11                    A.If he/she quits.
- 12                    B.If he/she has been discharged for just cause.
- 13                    C.If he/she fails to notify the Village within one(1) week of his/her  
14                    intentions upon recall for layoff and does not report for work  
15                    within two (2) weeks of recall (by certified, return receipt mail).
- 16                    D.If he/she has been in a layoff status longer than provided for  
17                    above.
- 18                    E.If he/she fails to return to work on the first workday following the  
19                    expiration date of a leave of absence.
- 20                    F.If he/she retires on a voluntary or compulsory basis.
- 21                    G.If he/she receives disciplinary action of ten (10) days or more,  
22                    subject to the Chief’s discretion.

1        **SECTION 9 – RETENTION OF SENIORITY**    For the purpose of fringe  
2        benefits only, such as sick leave, vacation, holidays, retirement, etc., a  
3        full-time employee’s seniority shall continue if transferred from one Village  
4        department or facility to another. For promotions or job retention, seniority  
5        of the employee as defined in Article VI shall apply, subject to the  
6        contractual promotion procedure as stated in Article XXI.  
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1 **ARTICLE VII**

2 **COMPENSATION**

3 **SECTION 1.** Salaries of the employees in the bargaining unit shall be  
4 established as shown in Appendix "A".

5 **SECTION 2. – STEP INCREMENTS** Upon successful completion of  
6 probation employees will move to Step B after which employees will move  
7 from the minimum step in the pay range to the maximum step in the pay  
8 range in annual increments on the anniversary date of initial appointment.

9 **SECTION 3. – PAYDAYS** Departmental paydays for all employees  
10 shall be on every other Friday.

11 **SECTION 4.** Effective January 1, 2016, paramedics shall receive a  
12 stipend of 5% of their respective base salary, as that salary is set forth in  
13 Appendix "A". The stipend shall be received in two (2) installments, in the  
14 months of June and December. These stipends shall be prorated for new  
15 hires, based upon the date upon which the employee in question began  
16 employment in the Department."  
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1 **ARTICLE VIII**

2 **RETIREMENT FUND CONTRIBUTIONS**

3 A.**SECTION 1.**For employees hired prior to July 1, 2011, the Village shall  
4 pay the employee’s share to the Wisconsin Retirement System.  
5 Effective July 1, 2012 employees shall contribute three percent (3%) of  
6 the employee’s share. Effective January 1, 2013 employees shall  
7 contribute a total of five point nine percent (5.9%) of the employee’s  
8 share. Effective upon ratification or issuance of an arbitration award,  
9 employees shall contribute a total of six point five percent (6.5%) of the  
10 employee's share. Effective January 1, 2015, each employee shall  
11 contribute the amount required by the Wisconsin Employee Trust Fund  
12 for the full employee WRS contribution.

13 B.Employees hired on or after July 2, 2011: The WRS employee required  
14 contribution shall be paid by the employee.

15 C.The Village shall pay the employer required contribution.

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1 **ARTICLE IX**

2 **CLOTHING ALLOWANCE**

3 **SECTION 1. – SAFETY EQUIPMENT** The Village shall furnish proper  
4 safety equipment for all work per SPS 330 In the event the state of  
5 Wisconsin revises the SPS 330 clothing requirement, the changes shall  
6 be effective as of the date of the next collective bargaining agreement  
7 unless the change must be made immediately, in which case the parties  
8 shall meet to discuss the method of implementing the State-mandated  
9 changes.

10 **SECTION 2. – STATION UNIFORMS** The Village shall provide  
11 uniforms for use inside the station and on calls when uniforms under  
12 Section 1 Article IX of this Agreement are not required. If the Village or  
13 Fire & Rescue Department mandates any change in the Fire & Rescue  
14 uniform, the cost of the first issue shall be provided by the Village.  
15 Thereafter the cost of the new uniform shall be credited against the \$400  
16 annual uniform allowance.

17 All uniforms shall be purchased by the Village. Work clothing is defined  
18 as:

- 19 A.Approved Trousers
- 20 B.Approved Shirts - short and long sleeve
- 21 C.Approved Sweatshirt
- 22 D.5.11 Hi Vis Responder Parka

1 E.Department approved black belt

2 F.Shineable black shoes or boots

3 G.100% cotton T-shirts

4 H.Spring/Fall Jacket

5 For each piece of work clothing in need of replacement, the Village shall  
6 provide the employee with a new item of work clothing whose cost shall  
7 be deducted from the uniform allowance. The Village shall appropriate up  
8 to \$400.00 for each employee to be used for purchase of approved  
9 uniforms, effective January 1, 2012. The employee is responsible for  
10 proper care and maintenance of uniforms. The Village shall replace any  
11 uniform damaged in the line of duty and such replacement shall not be  
12 counted against the employee's annual uniform appropriation. The Chief  
13 of the Fire & Rescue or his/her designee shall determine if the condition of  
14 the uniform items are suitable for continued wear. If the Village or Fire  
15 Rescue Department mandates any change in the Fire & Rescue uniform,  
16 that change will be provided by the Village.

17 **SECTION 3. – USE OF AUTOMOBILE** All employees required by the  
18 Chief/designee to use their private automobile for Village business while  
19 on duty shall receive the same rate as established for the Village Board  
20 for each mile traveled in the course of any duty, other than responding to  
21 calls.

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1 **ARTICLE X**

2 **HOURS OF WORK**

3 **SECTION 1. – WORKDAY AND WORK WEEK DEFINED:**

4 **Schedule 1:** The work schedule of non-civilian (sworn) employees of the  
5 Fire Department will be a repetitive tour-of-duty cycle consisting of twenty-  
6 four (24) hours on continuous active duty, followed by forty-eight (48)  
7 hours continuous hours off duty, which results in an average fifty-six (56)  
8 hour work week and a 2,912 hour work year.

9 **Schedule 2:** An eleven (11) hour shift for not more than fifty six (56)  
10 hours per week; the work year is 2,912 hours. The benefits for the eleven  
11 (11) hour shift shall be prorated and/or adjusted to reflect the same level  
12 of benefits as is provided, under this contract, to employees who are  
13 working a twenty-four (24) hour workday.

14 **Schedule 3:** The standard workday shall not be more than twenty-four  
15 (24) hours and the standard work week shall not be more than two days in  
16 Week One (1) and not be more than three days in Week Two (2), or the  
17 reverse—not more than three days in Week One (1) and not more than  
18 two days in Week Two (2), all weeks averaging fifty-six (56) hours. The  
19 work year is 2,912 hours. The Village reserves the right to vary from the  
20 above schedule where the Village deems it necessary to do so in order to  
21 obtain adequate manpower, subject to the following consideration: The  
22 village shall make every effort to schedule no more than nine (9) twenty-

1 four (24) hour shifts in a twenty-seven (27) day work cycle; where this  
2 work schedule must be exceeded, overtime shall be paid for all hours  
3 worked in excess of this schedule.

4 **SECTION 2 – EMERGENCY** In case of emergency; the Chief of Fire &  
5 Rescue may deviate from the normal schedule to cover the emergency.

6 **SECTION 3 – FLSA** The work period for FLSA purposes for employees  
7 within this agreement shall be determined by the Village.

8 **SECTION 4 – TRAINING, SCHOOLS AND SEMINARS** Employees can  
9 be detailed by the Chief of Fire & Rescue for training, schools and  
10 seminars with the following equivalencies: up to three (3) eight (8) hour  
11 days shall equal a 24 hour shift, without the need to pay overtime.

12 **SECTION 5 – SHIFT HOURS** The starting time for day shift operations  
13 may be scheduled between 7:00 a.m. and 7:00 a.m. the following day and  
14 between 7:00 a.m. and 6:00 p.m. Personnel shall be relieved when the  
15 next scheduled relief arrives.

16 **SECTION 6 – SCHEDULE 1, 2 & 3 OPERATIONS** The seniority  
17 provisions of this Agreement shall be adhered to in the assignment of  
18 employees to the schedules which are stated in Section 1.

19 **SECTION 7 – REPORT TO POSITION** The “report to position” practice  
20 has been implemented to replace the traditional “roll call” practice. This  
21 practice permits a member of the on-duty platoon to be relieved from  
22 his/her position and excused from duty, by a “coming on duty” member at



1 any time after 0600 hours. The following procedure shall apply to the  
2 “report to position” practice, with the exception of Schedule 2, to whom  
3 this section shall not be applicable:

4 A.The report to position practice will not interfere with the current  
5 time trade practices during the last hour prior to the end of the  
6 tour of duty;

7 B.The most senior Firemedic on a piece of apparatus, shall be the  
8 first person relieved, from duty, by a coming on duty Firemedic;

9 C.When a member is not relieved by a coming on duty member,  
10 he/she shall remain on duty until 0700 hours, except in cases of  
11 less staff on the following shift, in which case the Firemedic will  
12 not be relieved by another member and shall be required to  
13 remain on duty.

14 D.The traditional roll call shall be held at 0700 hours, for the  
15 coming on duty members;

16 E.No compensation shall be paid to any employee coming on duty  
17 prior to 0700 hours of any day pursuant to the provisions of this  
18 section.

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1 **ARTICLE XI**

2 **TIME TRADES**

3 **SECTION 1. – CHANGING OR TRADING TOURS OF DUTY**

4 Changing or trading tours of duty shall be permitted with the prior consent  
5 and approval of the Chief of Fire & Rescue or his designee. Such  
6 consent and approval shall not be unreasonably withheld. Lieutenants  
7 shall be permitted to trade shifts with Lieutenants and non-probationary  
8 Firemedic's. The Village shall incur no additional cost as the result of such  
9 change or trade. All shift trades must be repaid as soon as possible, but  
10 no later than one (1) year after the trade occurs. All parties shall share  
11 responsibility for maintaining required records as to shift trades. It shall be  
12 the responsibility of the respective employees to guarantee that the shift  
13 trade(s) is paid back within one (1) year. If the employee who has agreed  
14 to cover the shift is a no-show, that employee will be penalized by  
15 forfeiting one and one-half days of paid vacation or holiday pay to  
16 compensate for the overtime that the Village will be obligated to pay the  
17 staff member who is forced to remain on duty.



1 **ARTICLE XII**

2 **OVERTIME**

3 **SECTION 1. – OVERTIME** When required to work in excess of the  
4 normal fifty six (56) hour work schedule, over time pay shall be granted  
5 and paid at the rate of one and one-half (1 ½) times the base rate of pay.  
6 The base rate of pay shall be annual salary divided by two thousand nine  
7 hundred and twelve (2,912) hours.

8 **SECTION 2. – CALL IN PAY** Any employee reporting for work in case  
9 of emergency shall be granted a minimum of two (2) hours of work at the  
10 overtime rate, except when the call-in overlaps his/her normal shift starting  
11 time.

12 **SECTION 3. – OVERTIME DISTRIBUTION** All overtime work shall be  
13 distributed impartially and as equally as possible. Only work in excess of  
14 twenty-four (24) hours in any one workday shall be counted as over time  
15 when the division of overtime among employees is to be considered in  
16 future assignments of such work. The Chief of Fire & Rescue or his  
17 designee shall find the first qualified person to work any overtime, which  
18 shall be the most senior full time non-command person, with the fewest  
19 OT hours accrued during the calendar year to date, who has no existing  
20 shift conflicts. Shifts may be split if no one person can fill an entire 24-  
21 hour shift.

1            **SECTION 4. – MANDATORY CALL BACK**    When during the course of  
2            an emergency or filling vacancies, the Chief of Fire & Rescue or his  
3            designee can order personnel to report for duty or to remain on duty, past  
4            the end of their respective shift. Where it is found the employees on duty  
5            have performed forty eight (48) hours of consecutive “in station” duty,  
6            when possible, every effort shall be made to relieve those employees.  
7            The personnel to be ordered to report for duty can be either the senior  
8            employee with the fewest overtime hours or the least senior employee.

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1 **ARTICLE XIII**

2 **HOLIDAY PAY**

3 **SECTION 1. – ENTITLEMENT** Employees who are regularly scheduled  
4 to work fifty-six hours a week shall receive a holiday account of 192 hours  
5 per year. There shall be no loss of holiday hours for an employee on light  
6 duty. For new employees, the payment for holiday hours shall be prorated  
7 on the basis of one/365<sup>th</sup> of the total holiday hours accruing for each day  
8 the employee was on the payroll during the initial calendar year of  
9 employment. No holiday as paid off time may be taken for the first six (6)  
10 months of employment of the employee in question.

11 **SECTION 2.**

12 A. Employees may elect to utilize up to **ninety-six (96)** hours as  
13 paid time off; however the remaining **ninety-six (96)** hours, as  
14 well as any other unused holiday hours, will be paid in a  
15 separate check by December 1.

16 B. If holiday time off is not picked under Article XV Section (1), the  
17 employee will be granted time off, provided written notice of the  
18 intent to take such day off is received by the Chief of Fire &  
19 Rescue or his designee twenty-one (21) days prior to the day  
20 requested. Without such notice, the Chief of Fire & Rescue can  
21 deny the request.

1 C.Upon termination of employment, the payment for holiday hours  
2 shall be prorated on the basis of 1/365 of the total holiday hours  
3 accruing for each day the employee was on the payroll in a  
4 calendar year. In the event an employee who terminates during  
5 the calendar year has taken more holiday hours in time off than  
6 the employee has accrued on the basis of the above 1/365 per  
7 day ratio as of the date of termination, the dollar amount of the  
8 excess holiday hours will be deducted from that employee's  
9 final paycheck or from any other payment owed that employee.

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1 **ARTICLE XIV**

2 **VACATION**

3 **SECTION 1. – ENTITLEMENT**

4 Employees may voluntarily elect to utilize up to 216 hours as paid time off;  
5 the remaining time to which the employee is entitled, pursuant to the  
6 schedule established in this section, will be paid in a separate check by  
7 December 1. Employees who wish to exercise this option must notify the  
8 Chief no later than March 1 of each year.

9  
10 The following vacation schedule shall apply to all full-time employees:

- 11 Within the first year of continuous service: 0 hours.
- 12 After one (1) year of continuous service: 144 hours.
- 13 After seven (7) years of continuous service: 216 hours.
- 14 After fifteen (15) years of continuous service: 288 hours.
- 15 After twenty-five (25) years of continuous service: 360 hours.

16 An employee who has reached his/her first year anniversary and is unable  
17 to use his/her vacation leave prior to December 31, shall be paid in a  
18 separate check by December 1 of that year. An employee reaching  
19 his/her 7<sup>th</sup>, 15<sup>th</sup>, and 25<sup>th</sup> anniversary during the respective calendar year,  
20 shall be allowed to use the seventy-two (72) additional hours prior to  
21 reaching their anniversary date. In the event an employee takes vacation  
22 time off before he/she is entitled to do so under the above eligibility  
23 schedule and terminates his/her employment prior to being so entitled,  
24 pay for such advance time off shall be deducted from their final paycheck.

1 **SECTION 2. – TERMINATION** An employee who is entitled to a vacation at the  
2 time of terminating his/her service with the Village shall be paid for his/her  
3 vacation at the time of severing his/her status. This section shall not  
4 apply if the employee fails to comply with the second paragraph of Article  
5 VI Section (6).

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1 **ARTICLE XV**

2 **VACATION AND HOLIDAY SELECTION**

3 **SECTION 1.** The selection for time off for vacations and holiday shall  
4 be made by the third Thursday in December of the preceding year , shall  
5 be based upon seniority, shall be for vacation and holidays combined and  
6 shall be selected in rotation in multiples of three work days, with a  
7 maximum of six workdays on any one pick. A maximum of seven days  
8 may be elected as single days off. The employee with the most seniority  
9 within a given shift makes the first selections and so on; however, the  
10 employees can mutually switch vacation periods if it can be done without  
11 inconvenience to the Village or creating overtime costs. Employees not  
12 making a vacation/holiday selection by the third Thursday in December of  
13 the preceding year, shall lose all right to pick by seniority, and must select  
14 from the time remaining. Regardless of the manner of selection, all time  
15 off for vacations shall be taken by December 31 of the respective year.  
16 A maximum of seven (7) days may be selected as single days off after  
17 one (1) year of continuous service through the twenty-fifth year of  
18 continuous service; and after twenty-five years of continuous service ten  
19 (10) days may be selected as single days off.

20 **SECTION 2.**

21 Firemedics will be assigned to one of three shifts following Schedule 1 as  
22 defined in Article X (for purpose of picking holiday and vacations). At

1 such time as additional Firemedics are hired, they too will be given a shift  
2 assignment (for purpose of picking holiday and vacations), so that each  
3 shift has an equal balance of assigned Firemedics.

4 **SECTION 3.** One Firemedic per shift shall be allowed to be on  
5 vacation/holiday leave at any given time.

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1 **ARTICLE XVI**

2 **LEAVES OF ABSENCE**

3 **SECTION 1. – IMMEDIATE FAMILY** In the event of a death of an employee's  
4 father, mother, husband, wife, brother, sister, son, daughter, mother-in-  
5 law, father-in-law, step parent or daughter and son-in-law, such employee  
6 will be paid for straight time lost from schedule work not to exceed forty-  
7 eight (48) hours or two (2) working days, within a seven (7) day period  
8 following the date of death.

9 **SECTION 2 – OTHER FAMILY** In the event of a death of an employee's  
10 brother-in-law, sister-in-law, grandparent, grandchild, or stepchild (a step-  
11 child is one living with or who was raised by the stepparent), such  
12 employee will be paid for straight time lost from schedule work not to  
13 exceed twenty-four (24) hours or one (1) working day, falling between the  
14 date of death and the date of the funeral, both inclusive, except in special  
15 circumstances.

16 **SECTION 3. – RATE OF PAY** Pay shall be at the employee's straight time  
17 hourly earned rate for the payroll period in which the death occurred. It is  
18 agreed that the employee may be required to furnish verification of the  
19 date of death, date of funeral and relationship to the deceased.

20 **SECTION 4 – PERSONAL** Application for leave of absence for personal  
21 reasons shall be made in writing and shall be presented to the Chief of  
22 Fire & Rescue. All employees must have successfully completed the

1 Probationary Period before any personal leave will be granted. A leave  
2 may not be granted for the purpose of interviewing for or taking other  
3 employment; however, the term "other employment" shall not include  
4 elective, federal, state or county office.

5 The granting of such leave and the length of time for such leave shall be  
6 contingent upon the reason for the request. The department head may  
7 grant a person leave of absence without pay for thirty (30) calendar days  
8 or less. Leaves of absence without pay for more than thirty (30) calendar  
9 days but not exceeding six (6) months may be granted by the department  
10 head with the approval of the Village Administrator. Personal leaves of  
11 absence without pay, requested for a period in excess of six (6) months  
12 must be approved by the Village Administrator.

13 **SECTION 5. – JURY DUTY** Any employee called for jury duty shall receive  
14 his/her regular salary for such time missed from work, provided he/she  
15 shall deposit any compensation he/she received for jury duty with the  
16 Village Clerk and receive his/her regular pay in turn. Employees called for  
17 jury duty but not assigned to serve or who are released from jury duty  
18 during an assigned work day will return to their assigned jobs as soon as  
19 dismissed.

20 **SECTION 6. - SUBPOENAED COURT APPEARANCE** An employee who, by  
21 subpoena, must appear in court, as result of the performance of their duty  
22 to the Village, while off duty, shall receive the overtime rate, at minimum



1 of two (2) hours for those hours spent in court. An employee who, by  
2 court order, must appear in court while on duty or off duty, shall deposit  
3 any compensation he/she received for said appearance with the Village  
4 Clerk. The employee shall notify the Chief of Fire & Rescue, immediately  
5 upon receiving notice of the court order to appear.

6 **SECTION 7. – ARMED FORCES** Employees called upon or who enlist in the  
7 Armed Forces of the United States shall be granted leaves of absence  
8 and their seniority shall accumulate providing they report for work within  
9 ninety (90) days of discharge, unless unable to do so because of illness or  
10 injury in which case leave shall be extended.

11 **SECTION 8. – REINSTATEMENT** Upon return from military leave, the  
12 employee shall be returned to a position and pay in keeping with federal  
13 regulations.

14 **SECTION 9. – RESERVE TRAINING** An employee who is a member of a  
15 military reserve and who may be called upon for reserve training or  
16 emergency service shall receive his/her regular pay for such training or  
17 service (not to exceed two (2) weeks for any one (1) call-up), provided  
18 he/she shall deposit his military base pay with the Village Clerk and  
19 receive his/her regular pay in turn.

20 **SECTION 10. – EDUCATION** Leaves of absence without pay, not to exceed  
21 two (2) years may be granted to those employees who desire to improve  
22 their ability and job knowledge through further education. The procedure

1 for obtaining such leave shall be the same as that of Section 4 of this  
2 Article.

3 **SECTION 11. – VETERAN’S EDUCATION** Any veteran of the Armed Forces  
4 of the United States of America shall be granted an authorized leave of  
5 absence to pursue studies under the G.I. Bill of Rights or any subsequent  
6 government veteran’s training program, provided that such training can be  
7 of value to the Village’s personnel requirements.

8 **SECTION 12 – CHILDBEARING AND CHILDREARING LEAVES**

9 The parties agree that requests for, and granting of, leaves for the  
10 purpose of child bearing and child rearing shall be governed by the  
11 requirements of the Wisconsin and Federal Family and Medical Leave  
12 Act.

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1 **ARTICLE XVII**

2 **SICKNESS DISABILITY**

3 **SECTION 1.** Twenty-Four (24) hour personnel shall earn fifteen (15)  
4 hours of sick leave per month from the date of hire with total accumulation  
5 not exceeding 2912 hours or one year.

6 A. An employee who becomes ill or injured when not in actual  
7 performance of duty, and as a result is not able to perform  
8 his/her duties on a regularly scheduled duty day, shall receive  
9 his/her regular pay during such absence to the extent of his/her  
10 accumulation. Sick leave shall be charged on an hour for hour  
11 basis.

12 B. Sick leave pay is payable upon and during the illness or disability  
13 of an employee. It is not payable for non-emergency dental or  
14 medical appointments, unless it is impractical for the employee  
15 to schedule such appointment during the employee's off hours.  
16 Where the injury or illness occurs as a result of work which is  
17 being performed for another employer, the sick leave  
18 benefits/disability/Worker's Compensation provided by the other  
19 employer shall be the coverage which is provided. Such  
20 benefits shall be exhausted before any Village sick leave  
21 benefits are provided.

1 C. When an employee leaves work because of illness, the  
2 employee shall receive regular pay for so long as the employee  
3 worked and sick leave pay, if available, for the remainder of the  
4 regular work day. Employees who have been ill but are able to  
5 return to work during their regular work day may telephone their  
6 superior as to their availability and, if authorized to do so, may  
7 return to work. If employees so return to work, sick leave pay, if  
8 available, shall be paid only for the period of absence.

9  
10 **SECTION 2.** Sick leave shall include absence from duty on a regular  
11 scheduled duty day because of employee's illness or injury or, upon  
12 proper notice to the Chief or representative, because of serious injury,  
13 illness or medical emergency in the employee's immediate family (parent,  
14 child or spouse). "Proper notice" means immediate notification to the Duty  
15 Chief of the need to leave work and the reason. The Duty Chief shall  
16 relieve the employee as soon as possible. Sick leave may be taken on an  
17 hourly basis, but will be charged in one hour segments.

18 **SECTION 3.** In order to be granted sick leave with pay, the employee  
19 must adhere to the following: Report reason for absence from work at  
20 least one (1) hour prior to start of shift. Keep the Chief informed of  
21 condition.



1        **SECTION 4.** Employees on sick leave shall receive the pay due under  
2        the sick leave allowance on their regular pay day.

3        **SECTION 5.** The Village shall have the right to require the submission of  
4        adequate medical proof of the employee's disability due to accident or  
5        illness. Should there be an extended period of disability; the Village shall  
6        have the right to require periodic medical proof of the employee's  
7        disability.

8        **SECTION 6.** If an employee appears to be injured or ill while on the job,  
9        or there is reason to believe that an employee needs medical attention,  
10       his supervisor shall have the right to require the employee to furnish a  
11       statement from a licensed physician before returning to work that the  
12       employee is capable of performing the work required by his/her job. The  
13       Village shall send such employee to the doctor at its expense on working  
14       time.

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1 **ARTICLE XVIII**

2 **HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE**

3 **SECTION 1. – HOSPITAL -SURGICAL**

4 **Effective January 1, 2016:**

5 Employees who achieve and maintain Silver status, as defined in the  
6 Vitality Wellness Program, by December 1, 2015 shall continue to  
7 contribute three percent (3.0%) toward their health insurance premium.

8 Employees who elect not to participate in the Village Wellness  
9 Program, and employees who do not achieve ‘Silver’ status as  
10 defined in the Vitality Wellness Program, by December 1, 2015, shall  
11 contribute twenty percent (20%) toward their health insurance premium  
12 throughout 2016.

13 **Effective January 1, 2017:**

14 Employees who achieve and maintain the wellness program level as  
15 defined by the Village and/or insurance company by December 1, 2016,  
16 shall contribute 5.0% toward their health insurance premium.

17 Employees who elect not to participate in the Village Wellness Program,  
18 and those who do not achieve or maintain the wellness program level as  
19 defined by the Village and/or insurance company by December 1, 2016,  
20 shall pay twenty-five (25%) of premium.

21



1           A. The Village shall make a Section 125/129 employee contribution  
2           plan available, which shall be made available to employees for  
3           the purpose of payment of insurance premium contributions on a  
4           tax free basis.

5  
6     **SECTION 2.- RETIREE HEALTH INSURANCE**

7           For employees who retire after May 1, 2002 who are at least fifty-three  
8           (53) years of age and have had twenty (20) or more years of continuous  
9           employment with the Village immediately preceding retirement, the Village  
10          shall pay its share of the hospital-surgical-major medical and dental  
11          coverage. If employee was covered by family policy at the time of  
12          retirement, he/she shall be eligible to retain such family coverage. The  
13          Village shall pay the same premium contribution as is paid for current  
14          employee at the time of the retirement for such health and dental  
15          coverage equal to the level of coverage provided active employees for five  
16          (5) years after the employee in question retires; thereafter, the monthly  
17          premium costs to the Village shall be fixed at the monthly rate which was  
18          in effect five (5) years after the employee's retirement, and retiring  
19          employee must pay the cost of any premium increase thereafter. The  
20          Village's premium obligation shall terminate when the employee becomes  
21          eligible for Medicare or for ten (10) years following retirement, whichever  
22          occurs first. However, if the employee decides to purchase supplemental  
23          Medicare benefits, he/she shall pay the full cost of such supplemental

1 coverage. The insurance premium payment by the Village during the first  
2 five (5) years of retirement shall be the same level of premium contribution  
3 made by the Village for active employees, including any employee  
4 contribution toward the cost of the premium. All retirees shall be placed  
5 within the insurance program established for active employees and as  
6 further modified for active bargaining unit employees.

7 For employees who are hired after January 1, 2009 the Village shall pay  
8 0% of the premiums for hospital-surgical-major medical.

9 **SECTION 3. – RETIREMENT HEALTH SAVINGS PLAN- for all employees**  
10 **hired after January 1, 2009.**

11 A. For employees hired after January 1, 2009, the Employees must  
12 contribute a minimum of 96 hours holiday pay plus any unused  
13 holiday hours, and

14 B. Employees must contribute accrued vacation hours in excess of  
15 216.

16 C. Provisions as outlined in Article XVIII Section 3 A and B will sunset  
17 as of 12/31/15.

18 D. Employees will contribute 100% of sick and vacation accrual upon  
19 termination, and,

20 E. Employees and employer will each contribute 1% of ongoing salary  
21 per calendar year.

22 F. All employees who meet the maximum accumulation of sick hours



1 (2912) will still accrue hours according to the accrual schedule but  
2  
3 the hours will be converted into dollars and contributed into the  
4 RHSD. The Village reserves the right to make changes to this  
5 benefit in any given year after meeting with the Plan Administrator  
6 and union representatives to discuss the state of the plan.  
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9 **SECTION 4. – DENTAL INSURANCE** The Village shall provide a basic dental  
10 plan. The Village may also offer other dental plans that provide additional  
11 benefits at an additional premium to be paid by the employee.  
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13 **Effective January 1, 2016:** Employees to contribute ten percent (10%) of  
14 the monthly premium.  
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16 **Effective January 1, 2017:** Employees to contribute twenty percent  
17 (20%) of monthly premium.  
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**ARTICLE XIX**

**EDUCATION INCENTIVE**

**SECTION 1** - The Village shall provide tuition reimbursement to Department employees, subject to the following conditions:

- A. The Village shall provide tuition reimbursement and reimbursement for the cost of books (books not to exceed two hundred dollars (\$200.00) per course) up to a maximum of three (3) courses per calendar year. Reimbursement is limited to State schools only. Other schools may be considered at the discretion of the Chief.
- B. Courses eligible for reimbursement shall be Fire Science, Emergency Medical (not to include M.D.), Public Administration Mechanical Engineer, and Emergency Management. Approval of the courses are the exclusive right of the Chief of Fire and Rescue and the courses must be reasonably related to a fire and rescue career.
- C. All courses for which tuition reimbursement is requested must be approved, in advance, by the Chief.
- D. The employee must achieve a grade of “B minus” or better, and must take the graded option rather than the ungraded option (where such a choice is available) in order to be eligible for tuition reimbursement.
- E. Tuition reimbursement shall be provided after the course is completed, and after the grade is received, by the employee.



1 **ARTICLE XX**

2 **WORKER'S COMPENSATION**

3 **SECTION 1.** Employees are entitled to Worker's Compensation  
4 coverage. An employee who is absent due to injury or illness caused  
5 during the course of his/her duties shall receive his/her regular wages  
6 during his/her absence; except if an employee is absent due to back  
7 and/or neck injuries caused during the course of his/her duties, he/she  
8 shall receive his/her regular wage for a period of six (6) months only, and  
9 thereafter the employee shall receive compensation in accordance with  
10 the Wisconsin Worker's Compensation Act. If the occupational injury or  
11 illness is of the duration in which Worker's Compensation is paid to the  
12 employee, the employee shall receive his/her normal paycheck and shall  
13 remit the Workers Compensation check to the Village Treasurer, as soon  
14 as it is received by the employee, for a period of six (6) months only.

1 **ARTICLE XXI**

2 **PROMOTIONAL PROCEDURE**

3 **CONTRACT LANGUAGE:**

4 **SECTION 1.** Promotions shall be effected in accordance with  
5 Section 62.13, Wis. Stats. For a period of five (5) working days, the  
6 Village shall post promotional opportunities on a bulletin board  
7 where bargaining unit employees are working.

8 **SECTION 2.** An employee selected for promotion to Lieutenant  
9 (LT1) shall be given a trial period which shall be one (1) year in  
10 duration. If during the trial period the employee is found not to be  
11 qualified or if he/she does not wish to continue employment in the  
12 position to which he/she has been promoted, the Village will return  
13 the employee to his/her former position.

14 **VILLAGE PROMOTION POLICY/PROCEDURE:**

15 The following shall constitute the procedure which shall be followed where  
16 employees seek to be promoted from the Firemedic to a Lieutenant  
17 position:

- 18 **1)** The employee shall have at least three (3) years of service in  
19 the Village of Pleasant Prairie as a full-time Firemedic.
- 20 **2)** The employee must possess the following certifications and  
21 qualifications:  
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- A)** Wisconsin Fire Training Instructor I Certification (NFPA-1041).
- B)** Wisconsin Fire Officer I Certification (NFPA-1021)
- C)** Wisconsin Fire Inspector I Certification (NFPA-1031)
- D)** Wisconsin Paramedic Certification
- E)** Wisconsin Driver's License
- F)** Completion of the Company Officer Leadership Academy (COLA)

**3)** All candidates for the Lieutenant position, who are qualified pursuant to the provisions of Sections 1 and 2, above, shall be presented to an Assessment Center. The Assessment Center shall conduct interviews of all candidates who meet the qualifications stated in Sections 1 and 2, above.

**4)** The Village of Pleasant Prairie Police and Fire Commission shall then conduct interviews of all candidates who are qualified, pursuant to the provisions of Sections 1 and 2, above. From the interviewees, the Police and Fire Commission shall develop a list of candidates, premised upon the following criteria:

- A)** The results of the Assessment Center interview.
- B)** Review of the personnel file of the employee/candidate.
- C)** The interview of the candidate(s) by the Police and Fire Commission



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- 5)** The Chief of Fire and Rescue shall select the candidate who is to be promoted from the list of eligible candidates which is provided by the Police and Fire Commission pursuant to the procedures stated above. After a vacancy has been filled, the list of qualified applicants may be retained by the Village for use in filling future Lieutenant vacancies, but not for longer than two (2) years.
- 6)** In the event that there are no applicants for the lieutenant position or no applicants who qualify for the Lieutenant position, the Village may fill the vacancy in some other manner.
- 7)** The salaries for the positions of Lieutenant-1 (LT-1) and lieutenant -2 (LT-2) shall be as established in the contractual salary schedule.

1 **ARTICLE XXII**

2 **TRANSFER OF PERSONNEL**

3 **SECTION 1. – PERMANENT TRANSFERS** Permanent transfer of  
4 personnel between shifts and stations shall be made once each year and  
5 shall be posted on or about two (2) weeks prior to the time of vacation and  
6 work reduction day selection, and shall become effective on or about the  
7 last day of each year. Starting on October 1 of each year all personnel  
8 may pick his/her shift and station by seniority in rank and subject to Fire &  
9 Rescue Chiefs determination to the need of the Department. This  
10 process shall be completed on/about November 1 and shall be completed  
11 using the Department's station/shift roster as provided by the  
12 Administration. In addition, permanent transfers may be made during the  
13 year at the discretion of the Chief for efficient and orderly operation of the  
14 department.  
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1 **ARTICLE XXIII**

2 **OFF-DUTY TIME**

3 The Village shall not impose regulations upon an employee's off-duty  
4 time except in the case of a minimum staffing call back for duty, and for  
5 conduct which:

6 A.Brings discredit upon the Village of Pleasant Prairie or the Pleasant  
7 Prairie Fire & Rescue Department; or

8 B.Results in the use of public employment for private gain.

9 Conduct in contravention of this Article shall be subject to

10 disciplinary action. The Board of Police and Fire Commissioners  
11 of the Village of Pleasant Prairie may adopt rules, not  
12 inconsistent herewith, for the implementation of this Article.

13 C.For the reasons stated below the chief of the Fire & Rescue

14 Department shall prohibit employees of the Village of Pleasant  
15 Prairie Fire & Rescue Department from performing fire fighting duties  
16 for municipalities operating a paid or volunteer fire department other  
17 than the Village of Pleasant Prairie.

18 1. The provisions of fire protection services to the public is a  
19 dangerous occupation requiring highly trained, capable personnel  
20 using appropriate methods and equipment under the direction of  
21 experienced supervisors. As such, the performance of fire  
22 protection duties without the requisite training, methods,



1 equipment, or supervision may threaten the health and well-being  
2 of employees and the public.

- 3 2. Employees who perform fire protection duties on a voluntary  
4 basis or as a result of outside employment are subject to  
5 increased exposure to hazardous conditions that may result in a  
6 greater incidence of illness or injury. Consequently, the  
7 performance of such duties for other municipalities may have a  
8 direct bearing on employee's ability to perform fire protection  
9 duties for the Village of Pleasant Prairie.
- 10 3. State statute has established a presumptive relationship between  
11 an employee's fire suppression duties and Cancer and Heart and  
12 Lung Disabilities the employee may develop. The Village of  
13 Pleasant Prairie and its taxpayers are financially liable for the  
14 employee's duty disability benefits, and must be confident that  
15 such disabilities are the result of the employee's work for the  
16 Village of Pleasant Prairie and not for other municipalities.
- 17 4. The prohibition against employees of the Village of Pleasant  
18 Prairie Fire & Rescue Department from performing fire fighting  
19 duties for municipalities other than the Village of Pleasant Prairie  
20 shall be in effect on the 1<sup>st</sup> day of January, 1999. Violation of this  
21 section, after one written warning shall result in discharge from  
22 service of said employee.

1 **ARTICLE XXIV**

2 **GRIEVANCE PROCEDURES**

3 **SECTION 1.** A grievance shall consist only of a dispute involving the  
4 interpretations or application of provisions of this Agreement, including a  
5 complaint involving working conditions established by this Agreement and  
6 the application of the Fire & Rescue Rules and Regulations to the extent  
7 that they have a direct impact upon wages, hours and work conditions of  
8 employment. The grievance procedure shall not apply to departmental  
9 operations and proceedings, disciplinary actions, promotional procedures,  
10 job classifications, or any other matter contained in Section 62.13,  
11 Wisconsin Statutes. All matters subject to the provisions of Section  
12 62.13, Wisconsin Statutes, not covered in this Agreement, shall be  
13 processed in accordance with such Statute.

14 **SECTION 2.** A grievance shall be governed and controlled by the  
15 following procedures:

16 **STEP 1.** If an employee has a grievance, he/she shall first present and  
17 discuss the grievance orally with the Assistant Chief on duty, either alone  
18 or accompanied by Association Representative. The employee is to state  
19 that he/she is presenting a first step grievance and the Association  
20 representative is to identify his/her position and authority. The Assistant  
21 Chief shall orally communicate a decision to the employee within five (5)  
22 calendar days. In order to be timely, a grievance must be presented at

1 the Step 1 level within fifteen (15) calendar days of the date that the  
2 employee knew or should have known of the cause of the grievance.

3 **STEP 2** The grievance shall be considered settled at the Step 1 level,  
4 unless within ten (10) calendar days after the communication of the  
5 Assistant Chief's decision, the employee and/or Association  
6 Representative shall reduce the grievance to writing and present it to the  
7 Chief. The written grievance shall specifically state the provision or  
8 provisions of the Agreement, Department rules, regulations or procedures  
9 as defined in Section 1 above, which are alleged to have been violated.  
10 The Chief shall meet with the grievant and/or Association Representatives  
11 for the purpose of discussing and attempting to resolve the grievance.  
12 The meeting shall be scheduled at the mutual convenience of the parties.  
13 Within ten (10) calendar days after the date of said meeting, the Chief  
14 shall provide written answer to the grievant and the Association  
15 Representative. The written answer shall state the resolution agreed to  
16 for the grievance or the reason (s) for rejecting the grievance. The  
17 grievance shall be considered settled in accordance with the written  
18 answer of the Chief unless written notice is given by either the grievant or  
19 the Association of the desire to appeal the grievance to the Village  
20 Administrator. In order to be timely, the written notice of appeal must be  
21 presented to the Village Administrator within ten (10) calendar days after  
22 the date of the Chief's written answer.



1        **STEP 3 – VILLAGE ADMINISTRATOR.**    The Village Administrator shall  
2        schedule and hold a meeting within ten (10) calendar days after the date  
3        the written notice of appeal is filed. The Village Administrator shall render  
4        his/her decision within fifteen (15) calendar days after the meeting. A  
5        copy of the decision shall be forwarded to the grievant (s), and the  
6        Association.

7        **STEP 4 – ARBITRATION APPEAL.**    The arbitration of a grievance shall  
8        be governed and controlled by the following procedures:

9                A. Absent a mutual agreement as to the selection of an arbitrator,  
10                the Association shall make a written request to the Wisconsin  
11                Employment Relations Commission to provide a panel of five  
12                (5) WERC arbitrators. The parties shall alternatively strike  
13                names from the list, with the grieving party having the first  
14                strike. This request must be made within ten (10) calendar days  
15                after the date of the written notice of further appeal.

16                B. The arbitrator shall hold a hearing at a time and place convenient  
17                to the parties, and shall take such evidence as is in the  
18                judgment of the arbitrator appropriate for the proper  
19                determination of the grievance. The arbitrator shall have initial  
20                authority to determine whether or not the grievance is arbitrable  
21                and when so determined, the arbitrator shall proceed to  
22                determine the merits of the grievance submitted to arbitration.

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C.The decision of the arbitrator shall be final and binding on the parties. The arbitrator in arriving at a decision shall neither add to, detract from, nor modify the language of this Agreement or departmental rules, regulations and procedures. The arbitrator shall adjudicate and not legislate or determine interests.

D.Expenses for the services of the arbitrator and the proceedings shall be borne equally by the Village and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing such party pays for the record. If both parties desire a verbatim record, such costs shall be borne equally between the parties.

E.Additional days to settle or move a grievance may be extended by mutual agreement.

1 **ARTICLE XXV**

2 **ACTING LIEUTENANT COMPENSATION**

3 **SECTION 1.** When the Fire Chief determines it is necessary to assign a  
4 qualified Firemedic on duty to the temporary position of acting Lieutenant,  
5 the Firemedic shall receive the additional pay rate of \$0.50 per hour in the  
6 first year of the collective bargaining agreement (effective 1/1/14), to  
7 \$0.55 per hour in the second year of the collective bargaining agreement  
8 (effective 1/1/15) and to \$0.60 per hour effective 12/31/2015.

9 No compensation shall be provided for any assignment that is the result  
10 of a trade.  
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1 **ARTICLE XXVI**

2 **NO STRIKE CLAUSE**

3 **SECTION 1.** The parties agree that it is important to seek amicable  
4 resolution of their differences and have established a grievance procedure for  
5 this purpose. The Union, on its part, agrees it will not authorize a strike nor shall  
6 any employee engage in a strike or slowdown during the term of this Agreement.  
7 The Village agrees it will not prevent employees from carrying out their duties by  
8 conducting a lockout. Any or all of the employees who violate any of the  
9 provisions of this section shall be subject to the disciplinary procedure.

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12 **ARTICLE XXVII**

13 **MAINTENANCE OF BENEFITS**

14 **SECTION 1.** Any benefits received by the employees, but not referred to in  
15 this document, shall remain in effect for the life of this agreement as long as  
16 following criteria is met:

- 17 1. Must be long standing
- 18 2. Consistently applied
- 19 3. Mutually understood and agreed

1 **ARTICLE XXVIII**

2 **MISCELLANEOUS PROVISIONS**

3 **SECTION 1.** Any ordinances heretofore which pertain to wages, hours and  
4 condition of employment adopted by the Village Board, which are in conflict with  
5 the terms of this Agreement, are hereby superseded by this Agreement.

6 Likewise, any Department Policy which pertain to wages, hours and condition of  
7 employment adopted by the Chief, which are in conflict with the provisions of this  
8 Agreement, are hereby superseded by this Agreement.

9 **SECTION 2.**

10 Employees covered under this Agreement shall reside:

- 11 1). Anywhere in Kenosha County, Wisconsin.  
12  
13 2). Anywhere in Racine County, Wisconsin.  
14 3). Milwaukee County, Wisconsin, south of Layton Avenue, west to 124<sup>th</sup>  
15 Street.  
16 4). Lake County, Illinois, south to Route 60 (Town Line Road), west to  
17 U.S. Highway 45, east to Lake Michigan along the due east extension  
18 of Route 60 (Town Line Road).

19  
20 Newly hired employees must establish such residency within one (1) year of date  
21 of hire. Compliance with this rule may be extended by the Chief, for extenuating  
22 circumstance, with a six (6) month option.”

1 **ARTICLE XXIX**

2 **AMENDMENTS AND SAVING CLAUSE**

3 **SECTION 1.** This Agreement is subject to amendment, alteration, or addition  
4 only by subsequent written agreement between and executed by the Village and  
5 the Association where mutually agreeable. The waiver of any breach, term or  
6 condition of this contract by either party hereto shall not constitute a precedent in  
7 the future enforcement of all its terms and conditions.

8  
9 **SECTION 2.** If any provision of this Agreement, or any addendum thereto,  
10 should be held invalid by operation of law or any tribunal of competent  
11 jurisdiction, or if compliance with or enforcement of any provision should be  
12 restrained or broadened by operation of law or any such tribunal, the remainder  
13 of this Agreement and addenda shall not be affect thereby, and the parties shall  
14 enter into immediate collective bargaining negotiations for the purpose of arriving  
15 at a mutually satisfactory replacement of such provision. In the absence of a  
16 mutual agreement, either or both parties may proceed to insert arbitration.

17  
18 **SECTION 3.** This Agreement constitutes the entire agreement between the  
19 parties and no verbal statement shall supersede any of its provisions.



1 **ARTICLE XXX**

2 **SUCCESSOR AGREEMENT**

3 **SECTION 1.** This Agreement shall be binding upon the successors and  
4 assigns of the parties hereto.  
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8 **ARTICLE XXXI**

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10 **CONSOLIDATION**

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12 **SECTION 1.** Should the Village of Pleasant Prairie decide to consolidate or  
13 merge its Fire department in any way, the Village will honor the existing contract  
14 for wages and benefits of Local 3785 until the new service provider is in place.  
15 The Village will agree to be open to the comments and concerns of Local 3785  
16 during any such process.  
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1 **ARTICLE XXXII**

2 **DURATION**

3 **SECTION 1.** This Agreement shall become effective January 1, 2016, and  
4 shall remain in effect through December 31, 2017, and shall be automatically  
5 renewed for periods of one (1) year thereafter unless either party shall serve  
6 upon the other a written notice of its desire to modify or to terminate this  
7 Agreement. Such notice is to be served no later than the date of the first Village  
8 Board meeting in September. It is hereby agreed that all of the provisions of this  
9 Agreement shall remain in full force and effect until a successor agreement is  
10 achieved through collective bargaining or through the applicable "impasse"  
11 resolution procedures.

12 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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14 **FOR THE VILLAGE**

**FOR THE ASSOCIATION**

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18 Village President

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Association President

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21 \_\_\_\_\_  
22 Village Administrator

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Bargaining Unit Member

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25 \_\_\_\_\_  
26 Village Clerk

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Labor Consultant

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1 **MEMORANDUM OF AGREEMENT I**

2 This agreement is made between the Village of Pleasant Prairie (Village), the  
3 Pleasant Prairie Professional Firefighter’s Association Local 3785, and  
4 \_\_\_\_\_ (Employee).

5  
6 The 3 parties to this Agreement agree as follows: In consideration of the  
7 ratification of the 2011-2013 Collective Bargaining Agreement:

- 8 1. Any employee hired prior to January 1, 2009 shall be entitled, as an  
9 individual right, to the retirement benefits conferred by Section XVIII,  
10 Section 2 of the 2009-2010 collective bargaining agreement provided the  
11 employee has, at the time of retirement, satisfied the qualifications for  
12 those benefits as specified in Section XVIII, Section 2 of the 2009-2010  
13 collective bargaining agreement.
- 14 2. Any employee hired after January 1, 2009 shall be entitled, as an individual  
15 right, to the retirement benefits conferred by Section XVIII, Section 3 of the  
16 2016-2017 collective bargaining agreement provided the employee has, at  
17 the time of retirement, satisfied the qualifications for those benefits as  
18 specified in Article XVIII, Section 2 of the 2016-2017 collective bargaining  
19 agreement.
- 20 3. The right to these benefits shall be considered a vested benefit belonging to  
21 the individual employee, and shall not be subjected to reduction or



1 modification in negotiations, interest arbitration, or collective bargaining  
2 over future labor agreements.

3 4. The right to these benefits may only be modified by the voluntary,  
4 uncoerced agreement of the Village, Local 3785 and the employee in  
5 writing, signed by the authorized representatives of the Village, Local 3785  
6 and by the individual personally.

7 5. Should any party seek to modify the benefits guaranteed in paragraphs 1  
8 and/or 2 without the voluntary agreement of the other party (parties), that  
9 party shall be liable for all costs, including attorneys' fees, incurred by the  
10 other party (parties) in defending the Agreement.

11 6. The parties agree to attach a copy of this agreement to the collective  
12 bargaining agreement, as an exhibit for informational purposes only. In  
13 attaching that agreement, the parties do not thereby indicate that these  
14 individual agreements have a limited term or are in any way subject to  
15 modification in the processes of collective bargaining."

16 7. The retirement benefits which are to be provided to employees hired after  
17 January 1, 2009 pursuant to Section XVII, Section 3 of this collective  
18 bargaining agreement shall be modified by the individual voluntary,  
19 uncoerced agreements executed by the Village, Local 3785, and the  
20 following employees in January and February 2016:

21 Dean Holloway: January 29, 2016.

22 Kyle Grover: January 31, 2016

23 Michael Passafaro: January 31, 2016

24 Alan Cloherty: January 31, 2016.

25 Andrew Dietz: January 30, 2016.

1 Andrew Strouf: February 1, 2016.  
2 Adam Craig: January 31, 2016.  
3 Marshall Gontscharow: January 31, 2016.  
4 Jeff Gunhus: January 29, 2016  
5 Ben Childers: January 29, 2016.  
6 David Wade: January 29, 2016  
7 Devyn Ford: (undated.)  
8 Nathan Konkol: January 29, 2016.  
9 Joseph Olszewski: January 28, 2016.  
10 Christopher Yule: January 28, 2016.  
11 Marc Lois: January 28, 2016.  
12 Michael Lange: January 28, 2016.  
13 Nick Shine: January 29, 2016.  
14  
15

16 Any employee hired subsequent to April 1, 2016 shall be subject to the  
17 terms of this Memorandum of Agreement, as modified by Paragraph 7  
18 and by other applicable terms of this collective bargaining agreement.  
19 Execution of this Memorandum of Agreement by the Village and Local  
20 3785 shall be indicated by the signatures which are required in Paragraph  
21 4 of this Memorandum.  
22  
23  
24

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Pleasant Prairie Firefighter's  
Association

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**MEMORANDUM OF AGREEMENT II**

This Agreement is made between the Village of Pleasant Prairie (“Village”), and the Pleasant Prairie Professional Firefighter’s Association, Local 3785 (“Association”).

The Village and the Association hereby agree that when the Fire Chief determines that it is necessary to assign a qualified Lieutenant to the temporary position of Acting Duty Chief, the Lieutenant to whom the assignment is made by the Chief shall receive \$2.20 per hour for all on-duty and off-duty hours for which the assignment is made.

This Memorandum of Agreement shall be in effect from the date of its execution and runs with the collective bargaining agreement between the parties. The Village reserves the right to assert that the terms of the Memorandum are a permissive subject of bargaining. In the event the Village asserts the terms of this Memorandum are permissive the Union reserves the right to take appropriate legal action and/or make bargaining proposals based on its belief that the terms of this Memorandum concern a mandatory subject of bargaining.

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Labor Consultant



### MEMORANDUM OF AGREEMENT III

1  
2 The assignment of overtime shall follow the Voluntary Overtime Distribution List  
3 created on January 1<sup>st</sup> of each year. The most senior person will be the first on  
4 the list progressing to the least senior person at the bottom of the list. As  
5 overtime is awarded the person that works the overtime shift shall be moved  
6 down the list in order of the hours worked, the more hours, the further down the  
7 list. In the event of two or more individuals with the same number of worked; the  
8 individuals will be listed in order of seniority (the higher the seniority the higher  
9 on the list) but in the overall order of hours worked. Notification of the opening  
10 shall be made via cellphone text message distribution and telephone calls made  
11 to the phone number listed as the primary recent entry in the overtime Excel  
12 sheet and be awarded to the person closest to the top of the list that accepts the  
13 shift, not the first person that returns the text or phone call. If someone fails to  
14 answer their phone or return a text message within a “reasonable time” (as  
15 determined by the Officer in Charge at the time and under the circumstances),  
16 the lack of a response shall be considered an answer in the negative to the  
17 request for overtime.

18 In the event a new Firemedic is hired mid-year the person shall be incorporated  
19 into the list in the following way:

20 On the first day that the new Firemedic is available for duty the list shall  
21 be copied, each person staying in the exact position that they were on the

1 list that day. The new Firemedic shall be added to the bottom of that list  
2 and everyone's hours shall be reset to zero. The hours awarded up until  
3 that day for existing personnel shall be copied to a new column along with  
4 their seniority by number in another column. The new list shall be  
5 followed with overtime being assigned as before. See attached examples  
6 for clarification.

7 **Mandatory Call Back: ("ordered in")**

8 The Chief/designee may determine whether an unscheduled opening will be  
9 filled and, if so, if overtime or part-time employees will be used to backfill the  
10 shifts. If the determination was made to fill the unscheduled opening, then the  
11 position shall be filled. When a Fulltime employee calls in sick, leaves during  
12 their shift as sick, uses funeral leave or any other type of unscheduled leave the  
13 following procedure shall be used to fill the shift:

14 1. If overtime is to be used then the standard method of overtime distribution  
15 listed above under Overtime Distribution, making sure those personnel  
16 that are close to the top of the list in step three are told that they may be  
17 ordered in and to be available for a return call.

18

19 2. If no one accepts the overtime assignment using step one, then an All-  
20 Tone shall be set off announcing that personnel available to fill the  
21 opening shall call the station. The opening may be filled by any qualified

1 person, Full-time or Part-time. The shift shall be awarded to the first  
2 person that calls in that is qualified to fill the shift irrespective of Full-  
3 time/Part-time or seniority. If no qualified personnel accept the shift  
4 assignment within a ten minute time period of the All-tone, the Officer in  
5 Charge shall proceed to step three.

6  
7 3. A second call back list will be created titled the Mandatory Call Back of  
8 Fulltime Local 3785 Personnel List. This list will start new on January 1<sup>st</sup>  
9 of each year with the least senior person being first on the list progressing  
10 to the most senior person at the bottom of the list. As overtime is  
11 assigned the person that works the overtime shift shall be moved down to  
12 the bottom of the list. In the event two or more individuals are ordered in  
13 on the same date, the first person ordered in drops to the bottom of the  
14 list, the second person ordered in drops below the first person that was  
15 ordered in that day and so on. Seniority only applies to the creation of the  
16 list January 1st each year. If the shift is not covered using step one or  
17 two, then the following procedure shall be used to order a qualified Full-  
18 time employee to fill the shift:

19  
20 a. In the event that advance notice is given of unscheduled time off  
21 (sick or funeral leave) and no one accepts the assignment using  
22 step one or two, then the person on the off-going shift (that is  
23 present, not on Vacation, Holiday, Trade, Funeral Leave or Sick



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Leave) and is the highest on the Mandatory Call Back list shall be assigned to work the shift.

b. In the event that there is no advance notice given of unscheduled time off, i.e. someone becomes ill while on-duty and no one accepts the assignment using step one or two, then the person highest on the Mandatory Call Back list irrespective of shift assignment, shall be assigned to work the shift. It is important that when contacting personnel in step one that persons that may be ordered in be instructed that they need to be prepared to answer their phone upon call back.

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Labor Consultant

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**SIDE LETTER OF AGREEMENT**

**HEALTH INSURANCE PREMIUM CONTRIBUTIONS**

The following understanding has been reached by the undersigned parties and shall be considered to be part of the Agreement between such parties in effect from **January 1, 2016 through December 31, 2017.**

If General Village employees are provided with a different premium share percentage, that is less than the amount identified in the existing collective bargaining agreement, the percentage amount identified in the existing collective bargaining agreement shall be reduced to that which is being paid by general Village employees. This letter of agreement shall expire, unless it is mutually agreed by the parties, on December 31, 2017.

Dated this \_\_\_\_\_, day of \_\_\_\_\_ 2016.

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Labor Consultant

<b>1/1/2016</b>		<b>Annual</b>	
<b>Fire-Medic</b>	Step A	Start	16.13 \$46,972.08
	Step B	12 Months	17.13 \$49,896.41
	Step C	24 Months	18.14 \$52,820.75
	Step D	36 Months	20.16 \$58,705.96
	Step E	48 Months	21.16 \$61,630.30
	Step F	60 Months	22.22 \$64,700.85
<b>Lieutenant I</b>	Step A		23.96 \$69,781.87
<b>Lieutenant 2</b>	Step A		24.52 \$71,390.25

<b>7/1/2017</b>		<b>0.50% Annual</b>	
<b>Fire-Medic</b>	Step A	Start	16.21 \$47,206.94
	Step B	12 Months	17.22 \$50,145.89
	Step C	24 Months	18.23 \$53,084.86
	Step D	36 Months	20.26 \$58,999.49
	Step E	48 Months	21.27 \$61,938.45
	Step F	60 Months	22.33 \$65,024.35
<b>Lieutenant I</b>	Step A		24.08 \$70,130.78
<b>Lieutenant 2</b>	Step A		24.64 \$71,747.21

<b>1/1/2017</b>		<b>1.00% Annual</b>	
<b>Fire-Medic</b>	Step A	Start	16.37 \$47,679.01
	Step B	12 Months	17.39 \$50,647.35
	Step C	24 Months	18.41 \$53,615.71
	Step D	36 Months	20.46 \$59,589.49
	Step E	48 Months	21.48 \$62,557.83
	Step F	60 Months	22.55 \$65,674.59
<b>Lieutenant I</b>	Step A		24.32 \$70,832.09
<b>Lieutenant 2</b>	Step A		24.88 \$72,464.68

<b>7/1/2017</b>		<b>1.00% Annual</b>	
<b>Fire-Medic</b>	Step A	Start	16.54 \$48,155.80
	Step B	12 Months	17.57 \$51,153.82
	Step C	24 Months	18.60 \$54,151.86
	Step D	36 Months	20.67 \$60,185.38
	Step E	48 Months	21.70 \$63,183.41
	Step F	60 Months	22.78 \$66,331.34
<b>Lieutenant I</b>	Step A		24.57 \$71,540.41
<b>Lieutenant 2</b>	Step A		25.13 \$73,189.32





Pleasant Prairie

# Local 3785

Professional Firefighters

P.O. Box 580081  
Pleasant Prairie, WI 53158



Members of Pleasant Prairie Professional Firefighters IAFF Local 3785 who were hired after January 1, 2009 hereby give permission to modify the Memorandum of Agreement I in the **2014-2015 contract** pertaining to postretirement health care, specifically mandatory contributions to Section 2 of the **Memorandum of Agreement I**. the modifications **which are to be implemented** are the elimination of mandatory contributions of four holidays, and the **elimination of vacation hours in excess of 216 hours from the benefits which are addressed and provided in Section 2 of Memorandum of Agreement I**. As a result of the changes that are provided here, the employee will receive a reimbursement check at the end of the year equal to the four holidays, **which are no longer subject to Section 2 of Memorandum of Agreement I**. Also, the employee will be able to use vacation hours in excess of 216 hours as paid time off as stated in the contract, **but shall not be permitted to use these hours for the purposes which are addressed and provided in Section 2 of Memorandum of Agreement I**. The undersigned members acknowledge that the signing of this document was done without coercion from Local 3785, the Village, and the individual personally.



Pleasant Prairie

# Local 3785

Professional Firefighters

P.O. Box 580081  
Pleasant Prairie, WI 53158



**“An executed copy of this Memorandum shall be attached to the successor to the 2014-2015 collective bargaining agreement between the Village and Local 3785, and shall be considered to be a binding addendum running with the contract.”**

---

Dean Holloway

Date

**RESOLUTION #16-24**

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

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

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

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

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

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

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

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

Passed and adopted this 20th day of June, 2016.

**VILLAGE OF PLEASANT PRAIRIE**

---

John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

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



# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="John Steinbrink Jr."/></p> <p>Telephone: <input style="width: 150px;" type="text" value="262-925-6768"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="jsteinbrink@plprairiewi.com"/></p>																									
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0																								
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																									
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																									
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 150px;" type="text" value="1,226,015.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,226,015.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="19,019.00"/></td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,245,034.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="1,226,015.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,226,015.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="19,019.00"/>	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 150px;" type="text" value="1,245,034.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="1,226,015.00"/>																						
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$	<input style="width: 150px;" type="text" value="0.00"/>																						
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,226,015.00"/>																						
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="19,019.00"/>																						
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 150px;" type="text" value="0.00"/>																						
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 150px;" type="text" value="1,245,034.00"/>																						

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

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

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

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

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

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

Yes

No

If No, please explain.

## 4. Future Planning

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

Yes - If Yes, please provide major project information, if not already listed below.

No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Rebuild Lift Stations	100000	2015
2	Repave Sewer Sites	10000	2015
3	Repave Sewer Sites	10000	2016
4	Rebuild Lift Stations	140000	2016
5	Rebuild Lift Stations	140000	2017
6	Generators at Lift Stations	30000	2014
7	Heritage Valley Lift Station Abandon	60000	2014
8	Heritage Valley Lift Station Abandon	155000	2015
9	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2014
10	Cooper Rd. Basin Sewer Rehab to Reduce I/I	100000	2015
11	Cooper Rd. Basin Sewer Rehab to Reduce I/I	200000	2016
12	Cooper Rd. Basin Sewer Rehab to Reduce I/I	200000	2017
13	Repave Sewer Sites	10000	2017
14	Rebuild Lift Station	150000	2018
15	Cooper Rd. Basin Sewer Rehab to Reduce I/I	200000	2018
16	Rebuild Lift Station	150000	2019
17	Sewer Rehab to Reduce I&I	215000	2019
18	Rebuild Lift Stations	150000	2020
19	Sewer Rehab to Reduce I&I	220000	2020

## 5. Financial Management General Comments

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

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



# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

## Sanitary Sewer Collection Systems

### 1. CMOM Program

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

Yes

No

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

Yes (Continue with question 1)

No (30 points) (Go to question 2)

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

Goals

Describe the specific goals you have for your collection system:

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

Organization

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

Ownership and governing body description

Organizational chart

Personnel and position descriptions

Internal communication procedures

Public information and education program

Legal Authority

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

Sewer use ordinance Last Revised Date (MM/DD/YYYY) 05/08/2015

Pretreatment/industrial control Programs

Fat, oil and grease control

Illicit discharges (commercial, industrial)

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

Private lateral inspections/repairs

Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

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

State plumbing code

DNR NR 110 standards

Local municipal code requirements

Construction, inspection, and testing

Others:

Overflow Emergency Response Plan:

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

Alarm system and routine testing

Emergency equipment

Emergency procedures

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

Capacity Assurance:

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

Current and up-to-date sewer map

Sewer system plans and specifications

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

<input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals Within your sewer system have you identified the following? <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input checked="" type="checkbox"/> Areas with chronic basement backups or SSOs <input checked="" type="checkbox"/> Areas with excess debris, solids, or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input checked="" type="checkbox"/> Lift station capacity and/or pumping problems <input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed <input type="checkbox"/> Special Studies Last Year (check only those that apply): <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
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2. Operation and Maintenance

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

Cleaning	54	% of system/year
Root removal	0	% of system/year
Flow monitoring	89	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	.03	% of system/year
Manhole inspections	54	% of system/year
Lift station O&M	24	# per L.S./year
Manhole rehabilitation	0	% of manholes rehabbed
Mainline rehabilitation	.01	% of sewer lines rehabbed
Private sewer inspections	1	% of system/year
Private sewer I/I removal	0	% of private services

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

3. Performance Indicators

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

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

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

## 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **				
Date	Location	Cause	Estimated Volume (MG)	
None reported				

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

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

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

Yes

No

If Yes, please describe:

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

Yes

No

If Yes, please describe:

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

Village staff inspects and repairs manholes as needed. A sewer lining program is in place to rehab older mains and lateral connections to the mains.

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



# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

Manhole inspections and repairs, sewer main cleaning, mainline CIP lining.
--

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

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

### Notes:

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

# Compliance Maintenance Annual Report

Pleasant Prairie Village

Last Updated: Reporting For:  
6/14/2016 2015

## Resolution or Owner's Statement

Name of Governing

Body or Owner:

Village of Pleasant Prairie

Date of Resolution or

Action Taken:

06/20/2016

Resolution Number:

16-24

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00





Office of the Director of Public Works  
**John Steinbrink Jr., P.E.**

**To: Michael Pollocoff**  
**From: John Steinbrink, Jr.**  
**Subject: 2016 Sanitary Sewer Lining Project Award of Contract**  
**Date: June 20, 2016**

Sealed bids for the above referenced project were received until 2:00 p.m. on June 9th, 2016, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud.

The 2016 Sewer Lining Project, as bid, consists of one prime Contract and is identified as follows:

- 2,156 Lin. Ft. Sewer Cleaning
- 2,156 Lin. Ft. Sewer Televising
- 2,156 Lin. Ft. 8" Sewer Lining
- 5 Each Reinstating Service Connection
- 7 Each Manhole Chemical Grouting
- 9 Each Strong Seal Cementitious Liner
- 1,330 Sq. Ft. Strong Seal Cementitious Liner with Epoxy Surface

A total of four (4) bids were received:

Visu-Sewer, Inc.	\$ 117,005.00
Front Range Environmental LLC	\$ 123,977.00
Michels Corporation	\$ 131,860.00
Terra Engineering and Construction	\$ 203,140.00

The approved 2016 Sewer Utility Capital Budget for this rehabilitation project is \$117,000.

Pipe relining is a popular rehabilitation method. A new liner is pulled into the existing sewer main or lateral and cured into place. This is the most cost effective method and is recommended for this project. Visu-Sewer, Inc. is the lowest responsible bidder and is experienced in this type of sewer rehabilitation work.

I recommend a contract be awarded to Visu-Sewer, Inc. for sanitary sewer lining services and manhole rehabilitation not to exceed \$117,005.00.



Office of the Director of Public Works  
**John Steinbrink Jr., P.E.**

**To:** Michael Pollocoff  
**From:** John Steinbrink Jr.  
**Subject:** Village of Pleasant Prairie 2016 Annual Paving Program Phase 2 – Project #64101  
**Date:** June 20, 2016

Sealed bids for the above referenced project were received until 2:30 p.m. on June 9th, 2016, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud.

The 2016 Paving Project Phase 2, as bid, consists of five (5) work sections generally described as follows:

- Section 1: Prairie Springs Park Shared Use Path – (10' Trail alignment) - Common excavation, placement of base course material, pave 10' path and restoration.
- Section 2: 90<sup>th</sup> Street Use – (2" Overlay) - Base patching, asphalt wedging and nominal 2" asphalt overlay
- Section 3: 86<sup>th</sup> St., 54<sup>th</sup> Ave., 56<sup>th</sup> Ave., & 85<sup>th</sup> Pl - (Pulverize and Relay) – Pulverize existing asphaltic pavement, grade and compact (3,800 square yards est. qty.), furnish and place 5-inches of new asphaltic pavement, base repair, manhole adjustments and road shouldering.
- Section 4: Fire Station 1 Parking Lot Maintenance - (Concrete panel replacement) - Remove and replace cracked concrete panels as specified.
- Section 5: Equipment Storage at Prange - (Curb and Gutter, Base Placement and 5" asphalt pavement)

A total of two bids were received for this project:

<b><u>Contractor</u></b>	<b><u>Bid (as read)</u></b>
Payne & Dolan, Inc.	\$385,266.05
Stark Pavement Corporation	\$396,312.50

The low bidder is Payne & Dolan, Inc. They have completed several pavement projects for the Village in the past including the 2015 Annual Paving program.

It is recommended that the Village award this project to Payne & Dolan, Inc. in the amount of \$385,266.05.

Following the formal award by the Village Board, staff will prepare the necessary documents for execution of the contract by the Village and the Contractor.





Office of the Director of Public Works  
**John Steinbrink Jr., P.E.**

**To:** Michael Pollocoff  
**From:** John Steinbrink, Jr.  
**Subject:** Park Commission Recommendation of Names for Lake Michigan Park Land  
**Date:** June 20, 2016

On March 1, 2016, the Village Park Commission approved placing the naming of the Lake Michigan parkland on the Open Village Hall Website to seek resident input regarding name suggestions. The topic was placed on the Village website through May 31, 2016. 107 individuals visited the topic online and 18 left feedback regarding names for the parklands. The feedback that was compiled and presented to the Park Commission is attached.

On June 7, 2016, the Village Park Commission met to consider the name submissions, review the background and history of the development along the Lake Michigan shoreline and approve a recommendation to the Village Board of Trustees for the naming of the Lake Michigan parklands.

The names selected to recommend to the Village Board of Trustees for their approval as listed in Exhibit 1 (attached) are:

- Parkland A - Edithton Beach
- Parkland B – Lakeshore Park
- Parkland C – Prairie Shores Beach
- Parkland D (two parks) – Chiswaukee View and Phil Sanders Park

I recommend the Village Board pass a resolution adopting the names of the Lake Michigan parklands as listed above and in Exhibit 1.

**RESOLUTION #16-27**

**WHEREAS**, the Village of Pleasant Prairie, pursuant to the provisions of Section 62.23 of the Wisconsin Statutes, has created a Village Park Commission and it is the duty and the function of the Village Park Commission, pursuant to Section 62.23(2) of the Wisconsin Statutes, to make and adopt a master plan or portions thereof, for the development of the Village of Pleasant Prairie; and

**WHEREAS**, in accordance with the development of the Village of Pleasant Prairie Park and Open Space Plan, the Village has sought suggestions from residents to name Lake Michigan parklands; and

**WHEREAS**, on June 7, 2016, the Village Park Commission discussed the suggestions in detail and has taken formal action to approve a recommendation to the Village Board of Trustees the names for the Lake Michigan parklands;

**NOW, THEREFORE, BE IT RESOLVED** that the Park Commission of the Village of Pleasant Prairie hereby adopts the names of the Lake Michigan parklands as attached as Exhibit 1, as an element of the Village Master Park Plan and the Village's Comprehensive Master Plan under Sections 62.23(3) and 66.1001 of the Wisconsin Statutes.

**BE IT FURTHER HEREBY RESOLVED** that the Village Park Commission does hereby recommend to Village Board of Trustees the names of the Lake Michigan parklands as stated in Exhibit 1.

Passed and adopted this 20th day of June, 2016.

**VILLAGE OF PLEASANT PRAIRIE**

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

Attest:

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

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



# EXHIBIT 1



**Edithton Beach**  
(Parkland A)

**Lakeshore Park**  
(Parkland B)

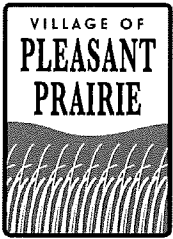
**Prairie Shores Beach**  
(Parkland C)

**Chiwaukee View and Phil Sanders Park**  
(Parkland D)

**Chiwaukee View**  
(Parkland D - North)

**Phil Sanders Park**  
(Parkland D - South)





**Date:** June 7, 2016

**To:** Michael Pollocoff, Village Administrator  
Members of the Pleasant Prairie Park Commission

**From:** Chris Christenson, Communications Director

**RE:** Feedback received regarding naming the Lake Michigan parklands

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Earlier this year, through Open Village Hall, the Village shared some history of the development along the Lake Michigan shoreline in Pleasant Prairie and requested public feedback regarding the naming of four public parklands. Included with this memo is a copy of the information shared and the feedback received. Out of the 107 individuals who visited the topic online, 18 left feedback regarding names for the parklands. We also received feedback from one resident over the telephone. The feedback is summarized below in no particular order.

**Names Proposed for Parkland A (northern most parkland)**

- Pirates Cove
- Sunrise Park or Sunrise Lakeview Park
- Carol Beach
- Up High Park
- Lake View Park or Lake Horizon View
- Sunrise Point
- Look Out Park
- Chiwaukee Park North
- McCormick Beach Park
- Lakeview Beach

**Names Proposed for Parkland B**

- Secret Beach
- Carol Beach
- Lakeside Park
- Get Yer Feet Wet Park
- Carol Shore Park
- Breaker Beach
- Stone Wall Park
- Chiwaukee Park Center
- Edithton Beach Park
- Prairie Shore Beach

### **Names Proposed for Parkland C**

- Wayward Landing
- Carol Beach Park (six postings)
- Prairie Beach Park or Lake Michigan Prairie Beach Park
- Long Walks on the Beach Park
- Sandy Beach
- Chiwaukee Park South
- Fisher Beach Park or Shaffron Beach Park
- Lake Michigan Park (two postings)
- Pleasant Prairie Village Beach

### **Names Proposed for Parkland D (southern most parkland)**

- Lookout Point
- Prairie View Pedestrian Park (two postings) or Tobin Road Pedestrian Park
- Edithton Beach or Prairie Sky Beach
- Chiwaukee Prairie Lakeview Park or 116<sup>th</sup> Street Lakeview Park or Lake & Prairie View Park
- No Parking Here Park
- Chiwaukee View or Chiwaukee Parkview
- Chiwaukee Point
- South Point
- Pleasant Prairie Shoreline Beach

### **Names Proposed in General for Parklands (not tied to a particular parkland)**

- Edithton Beach
- Carol Beach
- A name pertaining to/designation for the artillery practice area or the unit that practiced here during WWII (two postings)
- Lake Shore Beach
- Chippewa Beach
- Prairie Lake View Beach
- Joe Lewis
- Joe Palooka
- A name pertaining to the ice cream shack that used to be located at the 116<sup>th</sup> Street parcel
- Areas 1,2, and 3

# What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

## Introduction



The Village is asking for community input to formally name the public parklands along the Lake Michigan shoreline ([click here for a PDF map of the parklands](#)). The public parklands have been available for recreational use for many years. One of the larger areas has commonly been referred to as Lake Michigan Park.

The Village is seeking formal names for each of the four parklands in order to install park signage that will more clearly identify where the parklands are located and the rules associated with their use. The signage is intended to help residents locate the public parks with Lake Michigan beach access and help Village staff address parking and mischief complaints in the area more efficiently.

As the popularity of these lakefront parks has grown over the years, increasing numbers have been heading to the beach for activities such as picnicking, kayaking, swimming and more.

## Background and History - Development Along the Lake Michigan Shoreline

In and around 1924, Edith Rockefeller McCormick purchased 1,800 acres in Pleasant Prairie from Lake Michigan to (the current day)



Sheridan Road between the City of Kenosha and the state line. Her dream was to create an ideal community for wealthy socialites.



McCormick ran a contest to name the development. A LaPorte, Indiana



man cleverly incorporated McCormick's first name to win the contest (and \$5,000) with the name Edithton Beach. McCormick's plan included a downtown, golf course, model playgrounds, school facilities, and a grand arch (actually erected across Highway 41, which is now Sheridan Road). Limited construction began and included roads and a bridge before her plans collapsed with the stock market crash of 1929. Edithton Beach was never completed.



Prior to the end of World War II (in 1943), 845 acres in this area were used as an anti-aircraft training site. A short while later in 1946, the Kenosha Conservation Club submitted a proposal to the State Planning Board to acquire the land for a state park. Before that could happen, on November 13, 1946, a Chicago group purchased 1,200 acres and named the area Carol Beach Estates. Clusters of

modest homes were built in scattered locations. Over time, more homes were built along the lakeshore, some larger and fancy and some as small cottages.

Sporadic development continued along the lakeshore until a land use management plan was adopted in 1985. The plan identified land for additional home sites while protecting scientific and natural areas of great significance. The protected areas are known as the Chiwaukee Prairie, a National Natural Landmark.

### **Shoreline Erosion**



As part of the land use management plan, an inventory of findings addressed shoreline erosion along Lake Michigan, which was (and remains) a “major problem”. A 1976 study had identified a total of 175 shore protection structures that had been built along the shoreline in this area. During the decades that followed, tons of quarried limestone and clean, broken concrete have been placed along the lakeshore on both private and public lands to help protect homes and the roadway along the lake.

### **Shoreline Protection**

In 1986, town officials (Pleasant Prairie was still a town at the time) began working to engineer additional reinforcement for public lands along the Lake Michigan shoreline (shoreline protection application). High lake levels at the time were threatening to undermine Lakeshore Drive, which would have resulted in the road being washed away. Officials brought the neighborhood together for a public hearing (public



notice) to discuss funding for the project. If property owners in the area paid for the project through special assessment, they could maintain the lakeshore areas as private neighborhood beach. If the town funded the improvements, these portions of the lakeshore would remain public parks available for the use of all.

### **Land Remains Available for the Use of All**

The unanimous decision of property owners in the area was that the shoreline protection project should proceed, but that area residents should not pay for it through special assessment. An alternate funding source should be sought. The public lands along Lake Michigan would remain available for the use of all.

### **Protection Installed**

As part of the public shoreline improvements, tons of quarried limestone boulders were deposited along the shoreline. Blue clay was placed between the boulders and the shoreline to stabilize the structures and encourage planted grass to take hold. An expensive undertaking, the improvements worked to stabilize what had become the public parklands.



In the years that followed, town officials assisted private landowners along the lakeshore with improvements that would protect their properties. Clean concrete from the reconstruction of I-94 in Illinois was procured during 1987. The town borrowed funds and contracted to purchase the concrete. Private property owners then reimbursed the



town over a ten-year period for the transportation and placement of the concrete to protect their property.

### **Lake Michigan Park Lands**



Today, the Lake Michigan parklands have evolved into a popular destination. Over the years, the town (and now village) has invested a great amount to protect the lakeshore and to improve public access to Lake Michigan. Plans intended to guide the future development of the parkland have been established, and future improvements will be made as funds become available.

### **Popularity has Spurred Complaints**

As the popularity of the lakefront has increased, so have the number of reports from area residents regarding parking issues and mischief. In order to better identify the areas along the lakeshore when reports are received, the Village will be formally naming and placing signage at each of the four pieces of public parkland. Rules for the lake front parks will also be signed so that all are aware of responsibilities related to their use.

Because this area is largely residential and parking in the area is limited, the Village respectfully requests that those using the public parklands along the Lake Michigan shoreline show a great deal of respect for the private property owners who choose to live in this area. Please use care when parking, and please do not trespass upon private property.

**Close**



Lake Michigan plays a large role in both Pleasant Prairie's history and our current day quality of life. Communities along the lake depend upon it for drinking water and industry, and individuals see in it a recreational gem. Because these areas are of great significance to many who live and visit here, the Village is asking for your input regarding names for these four public parklands. Please share your feedback by 11:00 a.m. on May 31, 2016.

A) Pirates Cove (farthest north)  
86th Ave

B) Secret Beach

C) Wayward Landing

D) Lookout Point

9:34 AM

5/11/16

Taken by  
Telephone



# Naming Lake Michigan Parklands

*What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?*

All On Forum Statements sorted chronologically

As of June 1, 2016, 10:31 AM



*Open Village Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Village Hall is voluntary. The statements in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.*

# Naming Lake Michigan Parklands

*What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?*

As of June 1, 2016, 10:31 AM, this forum had:

Attendees:	107
On Forum Statements:	14
All Statements:	18
Minutes of Public Comment:	54

This topic started on April 22, 2016, 9:37 AM.

This topic ended on June 1, 2016, 9:45 AM.

## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

Name not shown inside Pleasant Prairie

May 31, 2016, 9:14 AM

I propose that the park at 116th st and lakeshore drive be named,  
"PRAIRIE VIEW PEDESTRIAN PARK"

---

Name not shown inside Pleasant Prairie

May 30, 2016, 7:50 PM

This statement pertains to Area D.  
Names I would prefer to see assigned to Area D are:  
1) Prairie View Pedestrian Park  
2) Tobin Road Pedestrian Park

---

Name not shown inside Pleasant Prairie

May 25, 2016, 8:11 AM

Section A,B,C are known to most as Carol Beach so I feel that it the name that should stay. If you need to designate each section separately use Carol Beach plus some id. Section D Edithton Beach or Prairie Sky Beach.

---

Peggie Opeka inside Pleasant Prairie

May 24, 2016, 7:52 PM

I've only lived in Carol Beach for 30 years but I feel that we should honor our history and name one of the beaches Edithton Beach. Carol Beach should be another one and I think we should find out the designation that the military used when they used the area for artillery practice and use that name for one of the beaches. The last beach should have the name of Lake Shore beach or a street name so that it could be used to honor someone in the future if the city would so desire.

---

Carole Moresi inside Pleasant Prairie

May 24, 2016, 5:53 PM

From North to South, I suggest these park names:

A. Sunrise Park  
OR  
Sunrise Lakeview Park

B. Lakeside Park

C. Prairie Beach Park  
OR  
Lake Michigan Prairie Beach Park



## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

D. Chiwaukee Prairie Lakeview Park  
OR  
116th Street Lakeview Park  
OR  
Lake & Prairie View Park

---

Dave Moresi inside Pleasant Prairie

May 15, 2016, 11:40 PM

I have lived in Carol Beach for twenty years. I find myself walking around some of the 4 areas to be named a few times each month.

Here are a few of my thoughts on the naming question:

1. Currently, from North to South, we have:  
Pedestrian Parkland A  
Parkland B  
Parkland C  
Pedestrian Parkland D

Those names are functional. We can discuss any or all of the four locations and know which location we're talking about.

If we are going to stay with that type of naming, I might suggest a slight improvement, using the "NATO Phonetic" or "Military Alphabet", giving us:  
Pedestrian Parkland Alpha  
Parkland Bravo  
Parkland Charlie  
Pedestrian Parkland Delta

I much prefer those names to nice sounding but random & illogical names like (perhaps): Mallard Duck Park; Black Crow Park; Herring Gull Park; & Canadian Goose Park; for instance.

2. An even better idea might be to name all four sections collectively "Village of Pleasant Prairie - Lake Michigan Park" (VPP-LMP), with the following individual geographic designators:  
(VPP-LMP)-NORTH UNIT  
(VPP-LMP)-CENTRAL UNIT  
(VPP-LMP)-MAIN UNIT  
(VPP-LMP)-SOUTH UNIT

These four names are geographically accurate, and they are official-sounding enough, but they're not warm and fuzzy - they do not fit with the concept of "Keeping Pleasant Prairie Pleasant".

3. So, after much thought, I very respectfully submit the following names of the four Parklands, from North to

## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

South, for your consideration:

Up High Park

Get Yer Feet Wet Park

Long Walks On The Beach Park

No Parking Here Park

“Up High” is a reference to the elevation of the North Unit.

“Get Yer Feet Wet” is a reference to compliance with the DNR regulation which requires people to keep their feet in the water while walking from one section to the other of this Parkland, so as to not trespass on the parcel of private property which divides the Central Unit in two.

I think “Long Walks On The Beach” is self-explanatory for this Quarter Mile Long Beach.

“No Parking Here” is a reference to the sign and embedded posts at 116th Street.

### AFTERTHOUGHTS

A. I’m not in favor of “historical” names, because:

the history of this area goes back a lot farther than the Rockefeller episode;

without tutoring, few today know precisely what the hell those names refer to;

the “Rockefeller” aspect is a tiny blip on the historic timeline of this area;

and besides, I’m living in the now, and I suggest everyone else should do the same.

I don’t support using the names of Village officials for similar reasons.

B. By the way, what is the status of the lakefront parkland immediately south of 116th Street? It extends southward for approximately 1/10 of a mile, and it appears to be a continuation the “Pedestrian Parkland D/Delta” (located just north of 116th Street), with the same posts and same grassy surface, but it is not included in this grouping.

C. Meanwhile, the “driveway” at “Parkland Bravo” (aka “Get Yer Feet Wet Park”) is deeply (dangerously) cratered, and needs to be smoothed or resurfaced.

D. The four photographs included on the forum site are confusing and somewhat misleading, as they are not all facing the same direction (North &/or South along the shore).

E. The last sentence of the “About” page, which describes the Open Village Hall online forum (and which is found under the “Info” tab of the “Boards & Commissions” section of the Village of Pleasant Prairie website), calls Pleasant Prairie a “great place to live, work, and play”. Sometimes less is more, ergo:

“Pleasant Prairie - A Great Place To Be...”

F. Thank you for allowing me to share my thoughts on this open forum.

---

Jordan Reeder inside Pleasant Prairie

May 2, 2016, 9:19 AM

## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

Hello,

I am a resident of Carol Beach and I frequent the parks often and am inspired by the views every time I visit the parks.

I feel that the parks could be named;

A=Lake View Park/Lake Horizon View

B=Carol Shore Park

C=Carol Beach Park (The name we are all familiar with)

D=Chiwaukee View/Chiwaukee Parkview

Thanks for this opportunity to input our opinions. I'm interested to see the outcome of this naming process.

---

Name not shown inside Pleasant Prairie

May 1, 2016, 6:41 AM

I like some of the prior suggestions so i will incorporate some of them to my suggestion. I think brainstorming with a group of people typically results the best ideas as one person builds upon another but without the first person's thoughts, the 2nd idea would have never happened so all are important.

Area A = Sunrise Point - Great spot to watch sunrise

Area B = Breaker Beach - For the stone walls that break the water from eroding the shore and it actually has a beach to walk on.

Area C= Carol Beach - as it is commonly called that today

Area D = Chiwaukee Point - there is no place designated for visitors to literally park here so calling it a park would be counter intuitive. (This area is really only for bicyclers and walkers to visit). The village, when they erect signs, might want to consider including some indication on where folks can legally park for this area or develop parking spots for visitors to enjoy the view of Lake Michigan. Another idea would be to install bike racks for visitors to at least have a place to park their bikes. It's an unwelcoming area as it looks like it is private land.

2 Supporters

---

LAWRENCE kREUSER inside Pleasant Prairie

April 27, 2016, 7:43 PM

Hello, my name is Lawrence Kreuser. I live at 10646 3rd ave, for 19 years. I use the beaches near my home all yhe time and I have walked two of these parks EVERY DAY. I would like to submit names for these parks. The park at 116 th & L S drive could be call South Point , due to the location. The park at 108 th & L S drive , could be called Sandy Beach, due to the continuous buid up of sand in this area. The park at 104 th & L S drive could be called Stone Wall Park, due to the cement and stones along this parking area. The park at 1o2 nd & L S drive could be called Look out Park, due to the elevated & 180 degree view from here. I hope I can contribute some thing to this awesome area we have. I can be reached at 1 262 942 1354 . Thank you .

2 Supporters

---

William Marshall inside Pleasant Prairie

April 27, 2016, 10:35 AM



## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

William Marshall, Carol Beach

I live in Carol Beach several blocks from Parkland C "Lake Michigan Park" and have never heard Parkland C referred to by that name. Most people refer to Parkland C as "Carol Beach" including the Kenosha News listing of Kenosha County beaches. The name "Carol Beach" should remain the same for the sake of continuity. The other sections of the Parkland should at least reflect the identity of their surroundings, the "Chiwaukee Prairie".

The other sections should be identified as follows:

- Pedestrian Parkland A would be "Chiwaukee Park North"
- Pedestrian Parkland B would be "Chiwaukee Park Center"
- Pedestrian Parkland D would be "Chiwaukee Park South"

I feel that these names would retain the identity and the character of the surrounding area.

1 Supporter

---

Paul Smith inside Pleasant Prairie

April 27, 2016, 10:07 AM

So Lake Michigan Park should remain the same, based solely on the fact that it is currently named as such. Although my preference would be to rename it Carol Beach Park, as descriptively it is more apt than the current park bearing that name.

As for the other 3 parcels, I'd submit McCormick Beach Park, Edithton Beach Park and Fisher Beach Park (going north to south). Shaffron Beach Park could also be considered.

Submissions based on area history. From Wikipedia: Carol Beach traces its roots to 1924, the year that Edith Rockefeller McCormick of Chicago, Illinois, the daughter of John D. Rockefeller and daughter-in-law of reaper inventor Cyrus McCormick, purchased a 1,554-acre (6 km<sup>2</sup>) land parcel to found a new community which soon adopted the name "Chiwaukee" (the area is nearly equidistant between Chicago and Milwaukee, Wisconsin). Chiwaukee was to have its own business district, golf course and playground, and its homes were to be constructed in the Tudor style. A promotional arch was constructed over Sheridan Road to inform passersby of the new, planned community. A street network was installed, with Lake Shore Drive as the main thoroughfare.

A national contest was announced to select a permanent name for the new community. Elmer Huger of La Porte, Indiana won a \$1,500 prize for his winning submission: "Edithton Beach". Boxing aficionado Ham Fisher, the creator of the "Joe Palooka" strip, moved to a large home on South Lake Shore Drive in Edithton Beach where he drew the series and where famous pugilists (among them Joe Louis) would train.

When the Great Depression struck, McCormick's debts mounted and the project collapsed. The curbs and streets leading nowhere were the only visible reminders of the failed project until 1946, when local real-estate investor and developer Joseph Shaffron bought it, renamed it "Carol Beach" for his young daughter, and promoted the community as a "second Evanston, Illinois." Some modest homes began to be built at that time.

1 Supporter

---

Art Wachholz inside Pleasant Prairie

April 25, 2016, 1:58 AM

## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

Chippewa beach. Prairie Lake view beach.

---

Charles Leicht inside Pleasant Prairie

April 24, 2016, 8:05 AM

Four suggestions from the history of Carol Beach. Joe Louis, who trained for a fight here. Joe Palooka, whose cartoonist lived here. The name of the ice cream shack years ago at 116th Street for that parcel. Ask Lorn Odegard on 3rd Avenue for that one. 4. The name of the air defense unit that practiced here during World War 2. KNews should have it. Charles Leicht

---

Richard L. Allen inside Pleasant Prairie

April 23, 2016, 7:06 AM

Avoid the lawsuits and international social media complaints.

Keep Lake Michigan Park, as it is already in common usage, and name the other three Areas 1,2 & 3.

Anything else is likely to draw criticism as being racist, homophobic, political patronage or whatever the "Trending-seeker Du Jour" is.

Sadly, that suggestion is in keeping with the current National temperament - and the lawyers already have enough money and our taxes already too high to support a defense.

2 Supporters

---

# Naming Lake Michigan Parklands

*What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?*

All Off Forum Statements sorted chronologically

As of June 1, 2016, 10:37 AM



*Open Village Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Village Hall is voluntary. The statements in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.*



# Naming Lake Michigan Parklands

*What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?*

As of June 1, 2016, 10:37 AM, this forum had:

Attendees:	107
Off Forum Statements:	4
All Statements:	18
Minutes of Public Comment:	54

This topic started on April 22, 2016, 9:37 AM.

This topic ended on June 1, 2016, 9:45 AM.

## Naming Lake Michigan Parklands

What four names do you believe best represent each of the four public parklands along the Lake Michigan shoreline in Pleasant Prairie?

Name not available (unclaimed)

May 31, 2016, 8:04 AM

I propose that the park at 116th st, and Lakeshore Dr. be named,  
"PRAIRIE VIEW PEDESTRIAN PARK"

---

kate watling inside Pleasant Prairie (unverified)

May 25, 2016, 9:11 AM

Names for the beaches:

A- Lakeview Beach

B- Prairie Shore Beach

C- Pleasant Prairie Village Beach

D-Pleasant Prairie Shoreline Beach

---

Name not available (unclaimed)

May 2, 2016, 12:35 PM

I've lived on Fourth Avenue - three hundred yards from the beach and I've never heard the name 'Lake Michigan Park'. I'd say call it 'Carol Beach Park'. That makes the most sense.

---

Name not available (unclaimed)

April 26, 2016, 5:59 PM

I would like to suggest a name for each of the parks along Lake Michigan. Starting with the park at 116 th and L S Drive , South Point Park. The beach at 108 th and L S Drive , should be called Sandy Beach, due to the sand build up in that area. The parking lot at 105 th and L S Drive should be called Stone wall park, the area has a stone wall built for park protection. The last park at 103 rd and L S Drive , should be called Lookouy Park. It has an elevated view and unobstructed views, from Kenosha to the state line. I live on 3 rd ave. and I go to these beaches everyday. I love Lake Michigan , everyday it changes her mood and beautiful, each day. I hope I can name one of my beaches, I love them all. Thank you , Lawrence Kreuser.

---

**RESOLUTION #16-25  
VILLAGE OF PLEASANT PRAIRIE  
DESIGNATING JULY AS  
PARKS AND RECREATION MONTH**

**WHEREAS**, parks and recreation parks and recreation programs and facilities are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of the Village and surrounding region; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and natural recreation areas are fundamental to the environmental well-being of our community, improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, and produce habitat for wildlife; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS** the U.S. House of Representatives has designated July as Parks and Recreation Month.

**NOW THEREFORE, BE IT RESOLVED BY** the Village Board of Trustees that July is recognized as Parks and Recreation Month in the Village of Pleasant Prairie and urges all citizens to participate in recreation and wellness programs at the RecPlex, engage in our beautiful parks and open spaces, and derive the benefits therein.

**Adopted this 20<sup>th</sup> day of June, 2016.**

**VILLAGE OF PLEASANT PRAIRIE**

\_\_\_\_\_  
John Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane Romanowski  
Village Clerk





Office of the Finance Director/Treasurer  
**Kathleen M. Goessl**

TO: Village of Pleasant Prairie Board

CC: Mike Pollocoff, Village Administrator

FROM: Kathleen Goessl, Finance Director

DATE: June 20, 2016

SUBJECT: Amendment to Ordinance 285-19 G – winter based volume

Attached is recommended changes to the ordinance 285-19 G – winter based volume. Pleasant Prairie implemented a new utility billing software, Munis, at the end of 2015. We changed the way that we calculated and applied the winter base volume for sewer. Ordinance 295-19 G was amended 11/2/2015 by Ordinance Number 15-40 based on what we knew at the time.

The first utility bill using the winter based volume will be mailed at the end of June, 2016. Based on how the software handles winter based volume, some changes and clarifications to the ordinance are necessary.

Kenosha Water Utility (KWU) did provide annually water usage for the previous year to the Pleasant Prairie Utility for Pleasant Prairie sanitary sewer customers on KWU municipal water. So we will use ordinance 285-19 G (3) to calculate winter based volume for those customers.

Hopefully KWU will continue to provide, but if they don't, we separated and revised 285-19 G (4) to detail what would happen if KWU didn't provide annually water usage for KWU municipal water customer in Pleasant Prairie.

I recommend the changes to ordinance 285-19 G-Winter based volume



ORDINANCE NO. 16-25

ORDINANCE TO AMEND CHAPTER 285-19  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO WINTER BASE VOLUME

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 285-19 of the Municipal Code be amended to read as follows:

**§285-19**

**G. Winter base volumerate.**

- (1) The winter base ~~rate~~volume shall be that volume of water that can be verified through the use of municipal water meter readings for a four-month period ~~closest to~~ ~~from~~ ~~DD~~ December 1 through March 31. This volume shall serve as the basis for determining the sewer volume charge for residential customers for five billing periods ~~from~~ closest to May 1 through September 30. To establish a winter-based average volume, two months of readings in the four-month evaluation period (December 1 – March 31) is necessary. Zero usage is considered a non-reading. Volume is based on a customer not a location. Any customer that does not have two readings in the four-month evaluation period will be charged actual volume during the summer months. Customers whose water meter indicates nonconsumption in the winter base determination period shall be billed based on the average of the nonmetered customers or their actual meter readings if it is less than the nonmetered average.
- (2) Those sewer customers that are not connected to the Village's or Kenosha Water Utility's (KWU) municipal water system shall have a the same monthly volume year around that was establish during the last sewer rate study. ~~winter base rate that is determined by taking the total volumetric reading for all residential municipal water customers and dividing that number by the number of households that have water meters. That average consumption rate of water, rounded to the nearest thousands of gallons, shall serve as the basis for residential customers that are not connected to municipal water.~~
- (3) Kenosha Water Utility (KWU) should provide annually ~~winter~~-water usage for the previous year to the Village of Pleasant Prairie for those Pleasant Prairie sanitary sewer customers that are served by municipal water from the KWU. The information provided by KWU will be used to determine a new monthly volume starting May 1.
- (4) If the KWU does not provide winter water usage, the KWU municipal water customer with Pleasant Prairie sanitary sewer will be responsible for



providing the appropriate information. They ~~and~~ may bring in two KWU utility bill stubs by May 1 each year from the KWU representing usage closest to December 1 – March 31 ~~from the same comparable billing periods,~~ and that average consumption shall be used to calculate a winter base ~~volumerate.~~ If KWU municipal water customers do not provide two utility billing stubs each year, ~~Those customers may also choose to accept the average winter base rate will be billed based on the volume~~ established in Subsection **G(2)** of this section.

Passed and adopted this 20<sup>th</sup> day of June, 2016.

VILLAGE OF PLEASANT PRAIRIE

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

ATTEST:

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

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

**RESOLUTION #16-21**  
**A RESOLUTION AUTHORIZING THE VILLAGE OF PLEASANT PRAIRIE**  
**TO FILE OBJECTIONS AND/OR CROSS-APPEALS**  
**CONCERNING SANMINA MANUFACTURING**  
**REAL PROPERTY ASSESSMENT**

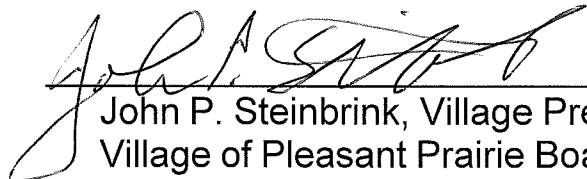
**WHEREAS**, the Wisconsin Department of Revenue has recently denied the request by Sanmina Corporation to significantly lower the 2015 real property assessment of certain property owned by Sanmina Corporation and located in the Village of Pleasant Prairie (“the Subject Property”); and

**WHEREAS**, Sanmina Corporation is now seeking an appeal of this decision of the Wisconsin Department of Revenue with the Wisconsin Tax Appeals Commission in order to significantly lower the 2015 real property assessments for the Subject Property; and

**WHEREAS**, the Village of Pleasant Prairie seeks to protect the interest of all taxpayers in its jurisdiction that the Subject Property be assessed correctly and fairly for each year at full fair market value;

**NOW THEREFORE BE IT RESOLVED** by the Village Board of the Village of Pleasant Prairie, consistent with prior determinations by the Village Board relative to this matter, that the Village file with the Wisconsin Tax Appeals Commission objections and/or cross-appeals to the Sanmina Corporation Petitions to the Wisconsin Tax Appeals Commission relative to the Manufacturing Real Estate and Personal Property Assessment regarding the 2015 and future year assessments of the Subject Property; and

**BE IT FURTHER RESOLVED THAT** the Village legal counsel, Amy R. Seibel of Seibel Law Offices, LLC, is hereby appointed and designated as agent and attorney for the Village of Pleasant Prairie to complete, sign, and file such objections and/or cross-appeals with the Wisconsin Tax Appeals Commission on behalf of the Village of Pleasant Prairie and to take any and all other actions as may be necessary to effectuate such actions and protect the interest of the Village of Pleasant Prairie, including consultation and advice regarding the 2015 and future year assessments of the Subject Property, and at the request of the Village, filing any objections, appeals, cross appeals, petitions for review with the Tax Appeals Commission, and actions and appeals in court, and representing the Village of Pleasant Prairie therein.

  
\_\_\_\_\_  
John P. Steinbrink, Village President  
Village of Pleasant Prairie Board

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

**RESOLUTION #16-22**  
**A RESOLUTION AUTHORIZING THE VILLAGE OF PLEASANT**  
**PRAIRIE TO FILE OBJECTIONS AND/OR CROSS-APPEALS**  
**CONCERNING LIBERTY PROPERTY MANUFACTURING**  
**REAL PROPERTY ASSESSMENT**

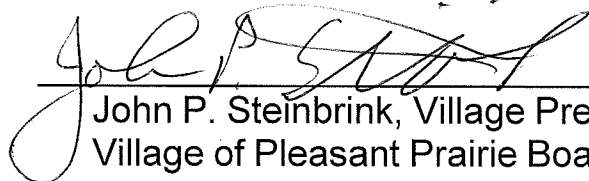
**WHEREAS**, the Wisconsin Department of Revenue has recently denied the request by Liberty Property LP to significantly lower the 2015 real property assessments of certain property owned by Liberty Property LP and located in the Village of Pleasant Prairie (“the Subject Property”); and

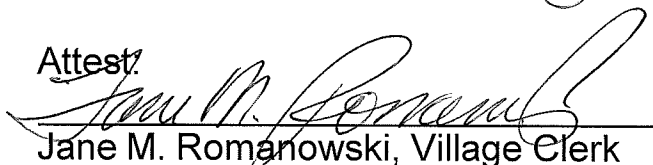
**WHEREAS**, Liberty Property LP is now seeking an appeal of this decision of the Wisconsin Department of Revenue with the Wisconsin Tax Appeals Commission in order to significantly lower the 2015 real property assessment for the Property; and

**WHEREAS**, the Village of Pleasant Prairie seeks to protect the interest of all taxpayers in its jurisdiction that the Subject Property be assessed correctly and fairly for each year at full fair market value;

**NOW THEREFORE BE IT RESOLVED** by the Village Board of the Village of Pleasant Prairie, consistent with prior determinations by the Village Board relative to this matter, that the Village file with the Wisconsin Tax Appeals Commission objections and/or cross-appeals to the Liberty Property LP Petition to the Wisconsin Tax Appeals Commission relative to the Manufacturing Real Estate and Personal Property Assessment regarding the 2015 and future year assessments of the Subject Property; and

**BE IT FURTHER RESOLVED THAT** the Village legal counsel, Amy R. Seibel of Seibel Law Offices, LLC, is hereby appointed and designated as agent and attorney for the Village of Pleasant Prairie to complete, sign, and file such objections and/or cross-appeals with the Wisconsin Tax Appeals Commission on behalf of the Village of Pleasant Prairie and to take any and all other actions as may be necessary to effectuate such actions and protect the interest of the Village of Pleasant Prairie, including consultation and advice regarding the 2015 and future year assessments of the Subject Property, and filing any objections, appeals, cross appeals, petitions for review with the Tax Appeals Commission, and actions and appeals in court, and representing the Village of Pleasant Prairie therein.

  
\_\_\_\_\_  
John P. Steinbrink, Village President  
Village of Pleasant Prairie Board

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



**ORDINANCE #16-18**

**ORDINANCE TO REPEAL  
CHAPTER 326 OF THE MUNICIPAL CODE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO THEATERS, DRIVE-IN**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees, of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 326 of the Municipal Code relating to drive-in theaters is hereby repealed in its entirety.

Passed and adopted this 20th day of June, 2016.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

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

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

**ORDINANCE #16-19**

**ORDINANCE TO REPEAL  
CHAPTER 146 OF THE MUNICIPAL CODE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO CHRISTMAS TREES**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees, of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Chapter 146 of the Municipal Code relating to Christmas Tree licenses is hereby repealed in its entirety.

Passed and adopted this 20th day of June, 2016.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

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

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

**Ordinance No. 16-20**

**Ordinance to Amend Chapter 214  
of the Municipal Code of the  
Village of Pleasant Prairie, Kenosha County, Wisconsin  
relating to Licenses and Permits**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 214 is amended as follows:

**§ 214-1. License fees enumerated.**

A license shall be required for the sale of each of the following businesses or activities at the indicated license fee, which shall be for one year unless otherwise indicated:

~~D. Christmas tree: \$50 per season.~~

~~Q. Drive-in theaters: \$300 per year.~~

Passed and adopted this 20<sup>th</sup> day of June, 2016.

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

Attest:

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

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





## MEMORANDUM

TO: Village Board Trustees

FROM: Jane M. Romanowski  
Village Clerk

DATE: June 13, 2016

RE: Ordinance Establishing Central Canvassing of Absentee Ballots

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Attached is a proposed ordinance to establish a central count site to canvass all returned absentee ballots on Election Day. The establishment of the absentee canvass board to centrally count the absentee ballots will ease some of the burden on Election Day allowing election workers to concentrate on the residents voting in person. In addition, central count will streamline processing absentee ballots by using only one location and training a handful of inspectors rather than distributing ballots to the five polling locations and training the entire team. Once a Central Count system has been created, it is to be used for all succeeding elections.

The Government Accountability Board has reviewed and approved this ordinance and is in the process of reviewing the procedures for this system. I recommend the adoption of Ordinance #16-21 with canvassing absentee ballots at the central count location of the Village Hall Executive Conference Room to begin with the August 9<sup>th</sup> Partisan Primary.

\*\*\*\*\*

**ORDINANCE NO. 16-21**

**ORDINANCE TO CREATE SECTION 98-17  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO CENTRAL CANVASSING OF ABSENTEE BALLOTS**

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 98-17 of the Municipal Code is created to read as follows:

**§98-17 Central canvassing of absentee ballots.**

Pursuant to Sections 7.53(2m) and 7.52 of the Wisconsin Statutes, the Village Board of the Village of Pleasant Prairie hereby creates a municipal board of absentee canvassers and authorizes the centralized counting of absentee ballots on election days as follows:

- A. The municipal board of absentee canvassers shall be composed of the municipal clerk, or a qualified elector of the municipality designated by the clerk, and two other qualified electors of the municipality appointed by the clerk for a term of two years commencing on January 1 of each odd-number year. The clerk may appoint additional inspectors under Section 7.30(2)(a), Wisconsin Statutes, to assist the absentee ballot board of canvassers in canvassing absentee ballots under this section.
- B. The Village of Pleasant Prairie declares that, in lieu of canvassing absentee ballots at polling places under Section 6.88 of the Wisconsin Statutes, the municipal board of absentee canvassers shall canvass all absentee ballots at all elections held in the municipality.
- C. The municipal clerk shall give at least forty-eight hours' notice of any meeting of the municipal board of absentee canvassers under this section.
- D. The municipal clerk no later than the closing hour of the polls, shall post at his or her office and on the Internet at a site announced by the clerk before the polls open, and shall make available to any person upon request, a statement of the number of absentee ballots that the clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day.

Passed and adopted this 20th day of June, 2016.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

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

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

# **PROCESSING BALLOTS AT POLLS ON ELECTION DAY** **VS. ABSENTEE VOTING**

## **At Polls**

- Voter states name and address
- Poll workers find name in poll book
- Voter provides Photo ID
- Voter signs poll book
- Poll workers issue voting number and write in both poll books
- Ballot issued
- Ballot voted at voting machine

## **Absentee Voting – In Person**

- Clerk orders scored ballots, envelopes and labels
- Voter states name and address
- Staff checks Master Registration List
- Voter provides Photo ID
- Staff checks box indicating Photo ID acceptable
- Name, address and ward number placed on envelope
- Ballot and envelope issued to voter
- Voter places voted ballot in envelope
- Voter signs envelope
- Witness signs envelope and provides address
- Ballot returned to Village Clerk
- Clerk enters data into WisVote (Statewide Voting System)
- Clerk prints and places label on envelope
- Clerk files absentee ballots alphabetically by polling place
- Clerk delivers ballots to polling places
- Poll Workers issue and write voter number in both poll books
- Poll Worker writes voter number on absentee log
- Ballot opened and fed into voting machine
- If problems, inspectors must duplicate ballot – original ballot is preserved and duplicate is fed into voting machine
- Poll Workers count number of absentee voters and write on report
- Used absentee envelopes saved and placed in large certificate envelope to be returned to Village Hall on Election night

## **Absentee Voting – Mail**

- Clerk orders scored ballots, envelopes and labels
- Clerk adds postage to inside certificate envelope
- Clerk prepares and folds instruction sheets
- Application received



- Clerk verifies applicant is registered (if not, letter with application are returned with Voter Registration Application and instructions on how to register)
- Clerk enters data in WisVote
- Clerk prints two labels
- Clerk inserts ballot, inside certificate envelope and instructions into mailer
- Postage is placed on mailer and sent out
- Clerk files applications in binders
- Ballot is returned and date stamped
- Village Clerk checks to make sure voter signature and witness signature and address are on envelope (sends back with letter if not completed correctly)
- Clerk receives ballot in WisVote
- Clerk files ballot alphabetically by polling place
- Clerk prints absentee ballot log
- Clerk delivers ballots and log to polling places on Election Day
- Poll Workers issue and write voter number in both poll books
- Poll Worker writes voter number on absentee ballot log
- Absentee envelope opened and ballot fed into voting machine
- If problems, inspectors must duplicate ballot – original ballot is preserved and duplicate is fed into voting machine – documented on proper form
- Poll Workers count number of absentee voters and list on report
- Used absentee envelopes saved and placed into certificate envelopes to be returned to Village Hall on Election night



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

## **MEMORANDUM**

**TO:** Village Board of Trustees  
**FROM:** Jane M. Romanowski  
Village Clerk  
**RE:** 2016-2017 Towing Licenses  
**DATE:** June 8, 2016

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The following companies have submitted applications to renew their respective towing licenses in the Village:

Atlas Service Center Inc., 5150 60<sup>th</sup> Street, Kenosha, WI  
Firehouse Performance, 4502 22<sup>nd</sup> Avenue, Kenosha, WI  
J & M Towing, 6010 26<sup>th</sup> Avenue, Kenosha, WI  
Jantz Towing, 3405 Washington Road, Kenosha, WI  
Jensen & Jensen, 5410 – 50<sup>th</sup> Street, Kenosha, WI  
Pro Towing, 6018 26<sup>th</sup> Avenue, Kenosha, WI

All applications comply with Section 332 of the Municipal Code and the license fees have been paid. Chief Smetana and I recommend approval of the six applications for towing licenses effective July 1, 2016 - June 30, 2017 subject to the provisions of Chapter 332 of the Municipal Code.

\* \* \* \* \*

## ***Statewide Services, Inc.***

**Claim Division**

1241 John Q. Hammons Dr.  
P.O. Box 5555  
Madison, WI 53705-0555  
877-204-9712

June 3, 2016

Village of Pleasant Prairie  
Attn: John Steinbrink  
9915 39<sup>th</sup> Ave  
Pleasant Prairie, WI 53158

Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: Village of Pleasant Prairie  
Date of loss: 5/09/2016  
Our Claim # WM000301740150  
Claimant: Darrin LaBelle  
6569 125<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Dear Mr. Steinbrink,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the Village of Pleasant Prairie. We are in receipt of the claim submitted by Mr. LaBelle for damage to his vehicle, allegedly caused by a stray softball at the RecPlex.

We have reviewed the matter and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the Village. The Village executed its discretion in creating a 20 foot barrier between the field and Highway 165 to prevent balls from escaping. This incident was not foreseeable and could not have been prevented by the Village.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.



Sincerely,

Sarah Bourgeois

PO Box 5555

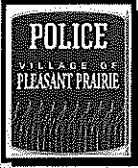
Madison, WI 53705-0555

608-828-5439 Phone

800-545-2190 Fax

[sbourgeois@statewidesvcs.com](mailto:sbourgeois@statewidesvcs.com)

CC: Rick Kalscheuer



## Call Detail Report

\*\* For official use only \*\*

<b>16.007544</b>	<b>9900 Terwall Ter,RECPLX;VPP (RecPlex)</b>	<b>Civil Matter (CIVIL)</b>
Reported	05/09/16 21:17	Reported Location: 9900 Terwall Ter,RECPLX (RecPlex)
Priority	1	
Case#	16-007544	Units 176 - 176 - Beaumier, Scott M
Stacked	21:18:09	176 - K3 - Echo, K9
Dispatched	21:31:35	
Arrived	21:38:53	
Finished	21:59:14	
Disposition	Incident Report	

**Notes**

**710 Goldenstern, Brian**  
 05/09/16 21:17 Caller states that a baseball hit there blue van at the rec plex and wants to speak with an officer in the visitors lot Sara 2627488465  
 05/09/16 21:31 Dispatched: 176

**710 Goldenstern, Brian**  
 05/09/16 21:46 Plates Added : 309BYT;

**710 Goldenstern, Brian**  
 05/09/16 21:49 Names Added : Labelle, Sarah K;

**710 Goldenstern, Brian**  
 05/09/16 21:59 176 clear report

**710 Goldenstern, Brian**  
 05/09/16 22:02 reason:FU Units On Assignment:176 ;

**710 Goldenstern, Brian**  
 05/09/16 22:05 176 clear

**Names**

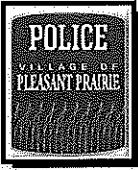
Labelle, Sarah K Sex: Female Race: White DOB: 02/15/75  
 6569 125th St  
 Pleasant Prairie WI 53158

*Involvement(s):*

**Other**

**Unit History**

CC	Date/Time	Unit	Officer	Operator	Disposition
FI	05/09/16 22:05:20	176	176	710	No Report
FI	05/09/16 22:05:20	176	K3	710	No Report
OS	05/09/16 22:02:13	176	K3	710	
OS	05/09/16 22:02:13	176	176	710	
DI	05/09/16 22:02:11	176	K3	710	



**Call Detail Report**

**\*\* For official use only \*\***

<b>DI</b>	05/09/16	22:02:11	176	176	710	
<b>OA</b>	05/09/16	22:02:11	176	K3	710	
<b>OA</b>	05/09/16	22:02:11	176	176	710	
<b>FI</b>	05/09/16	21:59:14	176	176	710	Incident Report
<b>FI</b>	05/09/16	21:59:14	176	K3	710	Incident Report
<b>OS</b>	05/09/16	21:38:53	176	K3	710	
<b>OS</b>	05/09/16	21:38:53	176	176	710	
<b>AC</b>	05/09/16	21:31:40	176	176	176	
<b>AC</b>	05/09/16	21:31:40	176	K3	176	
<b>DI</b>	05/09/16	21:31:35	176	176	710	
<b>DI</b>	05/09/16	21:31:35	176	K3	710	

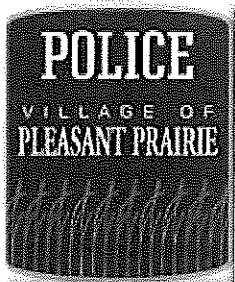
**Vehicle**

05/09/16 21:46      309BYT-      Make: DODG Year: 2005

**Contact Numbers**

Home  
 Labelle, Sarah K      (262) 764-0588





Pleasant Prairie Police Department

Incident Report

Date: 05/11/2016

Incident: Civil Matter

Incident Report Number: 16-007544 Between: Date - Time And/At: Date-Time 5/9/16 21:17

Incident Location: 9900 Terwall Ter, RECPLEX, Pleasant Prairie, WI, 53158

CFS Code-1: 9017 CFS Code-2: CFS Code-3: Offense Code-4:

CFS Code-5: CFS Code-6: CFS Code-7: CFS Code-8:

CM Name (Last, First, Middle) Labelle, Sarah K DOB: 02/15/1975 Race/Sex W/F

Address: (Address, City, State, Zip) 6569 125th St, Pleasant Prairie, WI, 53158 Home Phone Number (262) 764-0588

Employer Work Phone Number

Employer Address Cell Phone Number

Name (Last, First, Middle) DOB: Race/Sex

Address: (Address, City, State, Zip) Home Phone Number

Employer Work Phone Number

Employer Address Cell Phone Number

CFS Code-1: 9017

NARRATIVE

Reporting Officer Beaumier #176,

On 05/10/2016 I was assigned to full uniform patrol duty operating a fully marked police vehicle from 3:00 p.m. until 11:00 p.m. Sgt Schaffer spoke with the complainant Sarah K Labelle F/W DOB 02/15/1975 via telephone regarding a softball hitting her vehicle. Sgt. Schaffer advised me to speak with the complainant and write a short report regarding this civil issue.

I met with Labelle and her husband in the Rec Plex parking lot. Labelle stated they were driving e/b on 165 passing the Rec Plex in the State of Wisconsin, County of Kenosha, Village of Pleasant Prairie. They observed an object come from their left to right skipping low to the ground as they

Incident Report Number:

16-007544

Vehicle Information: (Year, Make, Model, Style, Color)

License Number: State: Expiration Year: Vin: Insurance Company:

Other Vehicle Information: NCIC#

Reporting Officer(s): Beaumier, Scott M. Payroll Number: 176 Payroll Number: Report Date: 05/11/2016

Time Received: 21:17:43 Time Cleared: 21:59:14 Unit(s) Assigned: 176 Pages: 1 Of 2

Reviewed by: Jung, Peter J. Payroll Number 159 Copy To

Pleasant Prairie Police Department

Continuation

Incident Report Number 16-007544	Incident Location: 9900 Terwall Ter, RECPLEX, Pleasant Prairie, WI, 53	Incident Date: 05/09/2016
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passed. The object made contact with the front end of their vehicle and they heard a loud thump. They looked to the left and saw the outfielders from a softball game at the Rec Plex looking at them. Labelle was able to locate the soft ball on the side of Hwy 165. I took photo's of the damaged front bumper as well as the yellow softball with scuffs on it, they were attached to the case. Labelle stated she made contact with the on site manager who gave her additional Rec Plex management numbers for follow up. He stated the Rec Plex insurance does not cover vehicles in their parking lot getting hit by softballs therefore he does not believe it will cover a ball hitting a vehicle on HWY 165. I provided Labelle and the Rec Plex with case cards. Labelle is aware this is a civil issue but wanted a report documenting the event.

Beaumier #176

Reporting Officer(s): Beaumier, Scott M.	ID Number 176	ID Number	Pages: 2 Of 2
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To Whom It May Concern:

On Monday May 9, 2016 we were driving east on Hwy 165 passing the Rec Plex about 8:30pm when a soft ball came flying across the road and hit the front end of the van. We commented was that a softball, we turned and looked at the Rec Plex. The men softball players were looking at us. When we got home looked at the car we discovered that the ball had cracked the front part of the car. We called the Rec Plex to inform them of what happened. Then had the police meet us there to make report. We then found the ball on 165 on the side of the road. We would like any visible and non visible damage done by the softball paid for. It will need to be assessed by our mechanic, then an estimate repair bill will be given to appropriate party at the Rec Plex to be paid in full.

Thank you  
Darrin and Sarah LaBelle  
6569 125th Street  
Pleasant Prairie, WI 53158  
262 748 8465

**RECEIVED**  
**MAY 20 2016**  
**Village of**  
**Pleasant Prairie**