PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
February 25, 2019
AGENDA

1. Call to Order.
2. Roll Call.
3. Consider approval of the January 14, January 28 and February 11, 2019 Plan Commission meeting minutes.
4. Correspondence.
5. Citizen Comments.
6. New Business:

   A. **PUBLIC HEARING AND CONSIDERATION OF A PRELIMINARY CONDOMINIUM PLAT** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

   B. **PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #19-06 FOR AN AMENDMENT TO THE VILLAGE COMPREHENSIVE PLAN** for the request of Dan Szczap, agent on behalf of Mills Holdings LLC, owners of the properties (approximately 560 acres) generally located between 91st and 104th Streets and west of Sheridan Road for the proposed Barnes Prairie Wetland Mitigation Bank project. Specifically the Village 2035 Land Use Plan Map 9.9 is proposed to be amended by changing the Commercial, Low-Medium Density Residential, Governmental and Institutional, Neighborhood Park and Urban Reserve land use designations to the Park, Recreation and Other Open Space Lands. All other land uses including Primary Environmental Corridor, Isolated Natural Resources and wetland and floodplain areas will remain unchanged. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

   C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AMENDMENTS** for the request of Dan Szczap, agent on behalf of Mills Holdings LLC, owners of the properties (approximately 560 acres) generally located between 91st and 104th Streets and west of Sheridan Road for the proposed Barnes Prairie Wetland Mitigation Bank project. Specifically, to rezone the properties from the R-5 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District, R-4 (AGO), Urban Single Family Residential District with a General Agricultural Overlay District; R-5 (UHO), Urban Single Family Residential District with a Urban Landholding Overlay District; B-2, Community Commercial District; and C-2, Upland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District. The lands currently zoned C-1, Lowland Resource Conservancy District and FPO, Floodplain Overlay District will remain unchanged.

7. Adjourn.

It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except the governing body noticed above. **The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 39th Avenue, Pleasant Prairie, WI (262) 694-1400.**

PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
January 14, 2019

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on January 14, 2019. Those in attendance were Michael Serpe; Mike Pollocoff; Wayne Koessl; Deb Skarda; Jim Bandura; Judy Juliana; and Brock Williamson (Alternate #2). Bill Stoebig and John Skalbeck (Alternative #1) were excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Peggy Herrick, Assistant Village Planner and Zoning Administrator; and Aaron Kramer, Deputy Planner and Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CONSIDER APPROVAL OF THE DECEMBER 10, 2018 PLAN COMMISSION MEETING MINUTES.

Jim Bandura:

So moved.

Wayne Koessl:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECOND BY WAYNE KOESSL FOR APPROVAL OF THE DECEMBER 10TH MINUTES. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

4. CORRESPONDENCE.

5. CITIZEN COMMENTS.

Michael Serpe:

Every item on the agenda tonight with the exception of one is a public hearing. So if there is something that you wish to comment on one of the items that's a public hearing you can hold your comments until that item is called. If there's anything else that anybody wishes to address this Commission on now would be your time to talk. And we'd ask that you give your name and address for the record. Yes, sir?

Ken Harju:

My name is Ken Harju. I live in Pleasant Prairie, 9249 64th Court. It's the Creekside Crossing community, and I may not be here on the 28th. So moved in about three years ago. When I did move in half the development was every done because of bankruptcy by the builder as you know. I came to this building and they said don't worry, what will be built there will be just like the housing that there is now, single family homes, two unit condominium, four unit condominiums, eight unit condominiums.

Bear Development is a very shrewd company, and I use shrewd as a positive word. I'd like to be as shrewd in my business dealings, that means I'm getting ahead. They bought all this property in 2008 and have had it a long time. They're now proposing to come in and get rezoned, put in 185 units, 140 units would be apartment buildings. This is a great community. I live in a downstairs condo which many older people do, and it's taken them ten years just to get equal in the market. And now they have this in front of them.

So please don't allow Bear to do the zoning. Please don't let them change this. The density is way too high. It's all zoned R-8 and R-10 for eight units buildings, two unit, owner occupied condos. Developers in the community have proven that you can make money by not having to do this. My son just purchased a home in Village Green, right behind him is the Cottages of Village Green, two and three unit condo buildings. They're making money. That developer can do it.

Tonight you're going to address Harpe Development, another beautiful development going up at Old Green Bay Road and 165. Again, condo units, two and three, very good, very good building. They're going to make money. Why does Bear have to have this density? Then on top of that it's subsidized apartment units. And they can call it what they want to, living wage, whatever, it's subsidized units, 140 of them. Would you want that 200 yards from your house? So please on the 28th I may not be here. Please consider all the people that live there and have not been subsidized. And I appreciate your time. Thank you very much.

Michael Serpe:

Thank you. Anybody else wishing to speak? Anybody else wishing to speak? We'll close the citizen comments.

6. NEW BUSINESS

A. PUBLIC HEARING AND CONSIDERATION PLAN COMMISSION RESOLUTION #19-01 TO AMEND THE VILLAGE 2035 COMPREHENSIVE PLAN, to consider adopting the Village of Pleasant Prairie Park and Open Space Plan 2018-2023, as a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan and amending Section 395-6 B of the Village Municipal Code to reference this new plan as a component of the 2035 Comprehensive Plan.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, I'll begin my presentation just to give you a general overview of the Park and Open Space Plan and the purpose for Resolution 19-01. And then I'll introduce John and Ayres and Associates to make the presentation on the Park Plan.

The Village Park Commission has been working with Ayres Associates to update the Village of Pleasant Prairie Park and Open Space Plan which is the 2013 to 2018 which is being updated. The new plan is for the years 2018 to 2023. It was approved by the Village Park Commission at their November 7, 2018 meeting.

The Wisconsin Department of Administration requires that the Village update its Comprehensive Outdoor Recreation Plan, also known as the Park and Open Space Plan, every five years to maintain eligibility for grant funding and for the acquisition and development of park and recreational facilities through the State Stewardship and Federal LAWCON Programs and to ensure that the Village's park planning goals, objectives, and policies are current.

Park land, recreation trails and natural areas are key components of the high quality living environments. Such open spaces provide a community with many benefits. These include helping to meet human needs for outdoor recreation, promoting and accommodating a healthy lifestyle for its residents, enhancing the aesthetic quality of a community, increasing property values, attracting visitors and tourists, shaping development patterns, and protecting the natural environment.

Over the years the Village has planned for and developed a park and recreational system that is designed to meet the needs of the people who live in, travel to or vacation in our community. Along the way the Village has not only accounted for its own park and open space needs, but has also maintained a regional perspective, taking measures to preserve critical ecosystems and watersheds, and providing parks and recreational facilities that serve the surrounding communities in Wisconsin and northern Illinois. The Park and Open Space Plan update was prepared to further this tradition of park and recreation planning in Pleasant Prairie.

The primary purpose of the Park and Open Space Plan then is to proactively plan for the Village's future park and recreation needs. Furthermore, the policy recommendations and programs presented in the plan will guide the acquisition, preservation and development of land for parks, recreational trails and other open spaces in the Village to meet the needs of a growing and changing population including those with special needs and handicapped accessibility needs.

Such recommendations will also serve to protect and enhance the community's natural resource base into our future.

Although the Park and Open Space Plan addresses long-range park and open space needs of the community through the year 2035, it also focuses on policy recommendations and programs to be implemented over the next five year period. So with that I would like to introduce a representative from Ayres to go through and make a presentation. And we'll have some PowerPoint slides that will go through that process for you.

John Steinbrink, Jr.:

Thank you, Jean. In the spirit of a long agenda I'm not going to repeat anything that Jean had said. But I will say the staff has worked very hard. We've gotten a lot of input from the residents. We did surveys, we had some public information meetings, gone through a couple iterations of the Park Commission. Staff spent a lot of time reviewing on the back end of it all. So to make sure that it's a plan that represents the wants of the Village and the needs of what the community would like to have moving forward. As development is turning around we do plan on having this be a very useful tool as it was about eight, ten years ago before the recession.

There were quite a few parks that we actually pulled right out of the Park and Open Space Plan, took those concepts and actually had the developers construct them, dedicate the land, and now those residents are enjoying those recreation facilities. Some are active and some are passive, but it's been a great document to have. I'm going to turn it over to Blake Theisen. He's our consultant with Ayres and Associates. And he'll do a brief presentation and we can entertain any questions that you may have.

Blake Theisen:

Great, so I will try and keep this brief for you tonight. I want to kind of talk through our process and give you a brief summary of the format of the report. We'll get into some of the recommendations and findings. We'll cover some of the main mapping elements in the plan, and then finish up with two of the major park concept plans that came out of the process.

So a comprehensive outdoor rec plan or a Park and Open Space Master Plan, again, is a document you want to update very five years to remain eligible for certain grant funding sources. It's also a very useful took, as John said, as they move forward with their capital budgeting process and interface with developers. As they come into the community it gives you a backbone of what you need to get out of them as they develop residential areas.

So we started back in April with a kickoff meeting, interfaced with public, and we spent some time in the field. We tried to choose very wet days so we could see drainage issues within the parks. We like to really understand how people use them and where some of the issues are. We had a public survey in the early part of the summer and got a nice feedback. We came back to the Village staff in June with our preliminary recommendations, and had some back and forth throughout the summer months. And then developed our five year CIP outlook. The draft came back to the Village in October, and then we had our Park Board review meeting in December. So here we are in January ready for final approval hopefully.

So there are four chapters in the report. Chapter 1 goes over the goals and objectives. So it sets forth your hopes for accomplishing some of these tasks over the next five years and expectations of the community for the open space system. We review all of the pertinent planning documents, so the bike ped plan, the comp plan, adjacent municipal park and open space plans to see how they interface with your system. We also do an analysis and summary of what we heard from the public survey. So there are quite a few graphs and a summary page of all that data. The raw data is then included in the appendix. If you're into the hard numbers and raw data it's all there. And we also look at the demographics of the community. I'm very interested in where people are living, what those age groups are and how those specific age groups use your rec facilities.

Chapter 2 gets into the analysis of your facilities. So as I mentioned we looked at every single one of your properties. We photo documented all the issues. We photo documented things that were going right. So I like to show both the pros and cons of every site. And we classify all of those sites in keeping with the National Park and Rec Association, and I'll get into that here in a minute. And that ties into what we call a service area which basically the distance we could reasonably expect someone to travel from home or work to that park. I'll show you how that works here on a map. We also looked at the bike and ped connections, pulled data from your bike ped plan, from recent capital projects. The bike lanes that are getting added to the streets are very important connections.

Chapter 3 is where we dig into our recommendations. That's where we tell you what we think needs to happen in all these sites. So those recommendations are driven from our field observations, our professional knowledge and what we hear from residents of the community. So we break that into several sections. Some are general or systemwide recommendations. For example, wayfinding to your parks is a systemwide recommendation. And then we look at all the individual parks themselves.

The survey as I mentioned we had just over 100 people respond which I thought was a fairly decent response rate. The number one or the top elements that were requested were more trails and pedestrian facilities, access to restrooms, ADA facilities, and community gardens actually ranked quite high. So these are some of the images that were tied to the physical recommendations. So we like images so I like to try and characterize some of those main elements that were requested with imagery throughout the plan.

So I mentioned the park service area. The National Park and Rec Association classifies all parks into several main categories, mini park, neighborhood, community, conservancy and special use. And those are based on size and level of amenity offered. So each one of those classifications comes with that service area I mentioned, the distance we could reasonably expect someone to travel to those facilities. So this graphic shows the service area is overlaid with a map of the community and how much coverage we have across the Village.

So in a perfect world we would have those circles overlapping all of the community. But there are many areas of the Village that are not dense residential, right? We have areas that are undeveloped, areas that are industrial. So those areas really aren't required to have the coverage that we might have in an otherwise residential area. Does that all make sense?

So as I mentioned the population density is an interesting thing for us. We like to compare the age groups of where everyone is living compared with the types of amenities we have in our

parks. For example, my six year old twins have a different recreational need than my 72 year old parents. So I'm very interested in how people are using the facilities and where they're traveling to do so. So this map compares those age groups with the types of facilities, right? So I can go through and say, all right, well I know I have a recreational trail in this park and I have a toddler swing in this park. And then I start to look at are we adequately serving those different age groups based on those types of facilities? So that's what these graphics show. I've broken it into four different age groups that prefer age specific rec facilities. Does that make sense?

This graphic we've developed as a useful took for residents as well as realtors. That was not my initial intent when we developed this tool. But it turns out we get a lot of realtors calling me in communities that I work for this map because they want to show potential buyers where different recreational amenities are located when they're out shopping for new homes. So it's a nice little tool. A lot of communities will put this on their website, and it shows you exactly where all the basketball courts are in one easy image, where are all the tennis courts, where are all the playgrounds. So it's a very easy way to digest that information.

So the general recommendations as I mentioned, ADA compliance through all your parks. There are some issues that we identified and so those are all catalogued. A safety surfacing on playgrounds is very common with the mulch surfacing under swings that always gets kicked out. Unless you're getting in there and refreshing that on a regular basis you have less safety surfacing than you would otherwise require. So here are a couple of examples. When you have shelters or playgrounds that do not have some sort of hard access to them technically they are noncompliant. So we always like to have asphalt or concrete walks up to those facilities so that you're in compliance in case you have users with special needs, and they should be able to use your facilities just like anyone else.

One of the things we noticed a lot of the play equipment in your parks are aging out, and that's very common. Most play equipment has a 20 to 25 year life span. So many of them are at or beyond the reasonable age. So you can see some of the examples, as the paint starts to chip off, the slides get worn down, the plastics degrade. So what I've recommended you do is get into a regular rotation so you're not having to replace four or five in a go. Start doing them on a regular basis so that you're not faced with a multiple purchase in one year.

So each site gets its own asset inventory sheet. So on these sheets we tell you, A, where the park is physically in the community. What amenities are in that park, right? Do we have seven benches, three basketball courts, 57 parking stalls, whatever it may be we list out all your assets. We list out the issues that we've perceived and the issues that we've heard from community members. And then at the bottom of that slide we show you what our recommendations are and the dollars tied to those recommendations. So in that cost table those dollars all get rolled back into our CIP Excel document which John will get as a working tool moving forward. So as you start to budget for '19 and '20 and '21 and so forth you can start to check off some of those projects that you get done. Or if you decide to chase grant money, there again you can figure out what are the highest priority project and in what year and what they might cost.

The back side of that sheet usually has a catalog of imagery from that park. Again, I like to highlight both the good and the bad. Please don't take offense to some of the bad pictures. I'm not trying to say your park system is terrible. I like to view these documents as a way to beg for

money to help improve it. Some communities like to brag about how great their system is. I take a different approach so don't take it personally.

I wanted to highlight this site in particular. In 2013 there were some concept plans developed for the development of the beach. And throughout this process we heard a lot of input from the community members saying it's probably not the way we want to treat this site any longer. And so we have come back with a very different recommendation. At this point in our plan we're recommending shoreline stabilization, some regarding, just trying to make sure that we can maintain the real estate that we have on that property and not develop it into a more intense active use park. So I just wanted to make sure that everyone is aware of that change from the last five years.

Okay, so Chapter 4 is where we tell you how to get all this done, right? We walked through the approval and amendment process because plans change over time so we need to have a mechanism to do that. We talk about how acquisition and development can occur and should occur with expanding residential areas, commercial areas. We need to make sure that adequate green space is allocated for those expanded areas. And at the end here I'll show you two of the concepts for the properties across the street. Chapter 4 also talks about strategies to leverage your money. So not only do we look at your CIP dollars, but there are a whole list of grant opportunities that we might be able to chase to try and leverage some of those tax dollars.

Okay, so one final map here. This map is a real quick way -- if you don't want to read through the whole 400 and some page document you can look at this map and say, okay, I see where the major recommendations are and what they are in what park. So this is a graphic depiction of all the big elements, and the legend off to the right shows you what they are. All right, so this slide is the property directly across the street. We took a look at a concept layout as that property all gets built out over the next X number of years. We need to make sure we have some central community green space, and this is what we came up with. It also serves as a regional detention facility. Right now there's a very large culvert going through the sites. We've accounted for all that stormwater modeling in this property.

And this property is just to the west of what would be a little downtown street connecting that first park and this park. This is a neighborhood common site. It serves more as a fringe neighborhood, open space with an element of stormwater detention as well. So these would be two pretty large chunks of park space to add to your system as that whole area come onto development in the near future. There's a whole lot of words in a very short time frame. So I will stop talking and take questions.

Michael Serpe:

This is a matter for public hearing so we'll open it up. Jean, do you have anything else to ask? This is a matter for public hearing. Anybody wishing to speak? We just ask that you give your name and address for the record.

Rosalie Villano:

I'm Rosalie Villano. I'm at 8630 Lakeshore Drive. And firstly I just wanted to thank the Parks Commission for listening, for careful listening to the residents of Carol Beach. Complementing

the survey that was done by the Village, we also did an online survey of 120 residents. And over 90 percent of the people came back and said please don't put these structures on our beach, and please do protect our beach. So it lifts my heart telling you that this plan is in line with the thinking that we as residents of Carol Beach have. And we hope to look forward with John and his team in helping to implement this plan. So thank you all for this great job.

Michael Serpe:

Thank you. Anybody else wishing to speak? Anybody else? We'll close the public hearing and open it up to comments and questions from the Commission. Mike?

Mike Pollocoff:

Mr. Chairman, to John, a couple years ago we were looking at having a study done of the oak savannahs that we have in the park, whether it was Prairie Ridge or Village Green or Momper Woods or whatever to come up with a plan to provide some level of maintenance, and I'm sure it was different in all cases, to enhance the likelihood that those oaks are going to survive for a longer period of time than letting the invasive species get after them. And I was kind of scanning through this, and I didn't see that in there, or I didn't see a plan for implementation in the CIP to either finish that study or try to get some grant money to take and clean some of those areas out.

John Steinbrink, Jr.:

Yeah, we do have some other plans that we do plan on having as an appendix in there once they're finally approved. The one that was approved it was the Prairie Springs Park, I forgot the exact name of it, but the area just to the west of the park that was done by Lori Artiomo. So I'm actually working with a couple of private businesses to gather funds to implement that. So it probably is great to have that as an appendix to this Park and Open Space Plan just to make sure we have a holding for it. The couple of woodland studies you talked about with the savannahs I'll also include that.

And the final one we did an erosion study of Lake Michigan. And it would probably be appropriate to have those documents in there also. There was a bike and ped plan that used to be an appendix of the Park and Open Space Plan. The engineering department is looking at creating a transportation plan possibly in 2019. So we would transfer that bike and ped plan as part of the transportation plan because much of that plan would be on the road system. So we'll definitely take those three that you had mentioned, we'll include those as appendixes when they go to the Board. They are all final documents. The erosion control should be done hopefully this week so we can have that before it hits the Board.

Michael Serpe:

Any other comments or questions?

Deb Skarda:

Just a question. So on one of the picture is the kind of the aging playground equipment. The picture on the far left potentially I don't know what slide that is but it's kind of got the green

boards, it looks potentially like that could be real risk to the Village. How do we prioritize so we can be sure we've eliminated any risks?

John Steinbrink, Jr.:

Obviously, Ms. Skarda, anything that is a danger we'll have crews get out this winter and replace, obviously the boards and stuff like that. We do an inspection, but obviously as things age or as a board breaks off after a summer inspection we don't get out there as often. And a lot of times we'll rely on residents to let us know. So I do appreciate Blake and his team getting out there. And we will get out and we'll make sure this is repaired quickly.

Deb Skarda:

Okay, thank you.

Blake Theisen:

Just to follow up on that in our recommendations priority table we always look at safety first followed by function followed by aesthetic. So items like that would be high on the list.

Deb Skarda:

Okay, that's what I wondered, too. Thanks.

Michael Serpe:

Anybody else? My compliments to the Park Commission and to Ayres for a pretty aggressive plan. Again, it's going to enhance the Village that much more. What's your pleasure?

Mike Pollocoff:

I move to approve.

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY MIKE POLLOCOFF AND SECONDED BY JUDY JULIANA FOR APPROVAL OF RESOLUTION 19-01. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you. Thank you very much. Item B and C will be taken together, separate action on both.

B. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #19-02 FOR A COMPREHENSIVE PLAN AMENDMENT to amend a portion of the Lakewood Neighborhood Plan, for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit condominium buildings and 14-2 unit condominium buildings development to be known as Green Bay Trail Condominiums.

C. PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit condominium buildings and 14-2 unit condominium buildings development to be known as Green Bay Trail Condominiums.

Jean Werbie-Harris:

As indicated, consideration of the Plan Commission Resolution 19-02, and this is for a Comprehensive Plan Amendment. And this is to amend a portion of the Lakewood Neighborhood Plan at the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street or 165 for the proposed 6 3-unit condominium buildings and 14 2-unit condominium buildings for a development to be known as Green Bay Trail Condominiums.

The second item, Item C, is consideration of a Conceptual Plan at the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties also located at that southeast corner of Old Green Bay Road and 104th Street for the proposed 6 3-unit condominium buildings and 14 2-unit condominium buildings. And this development, again, is the Green Bay Trail Condominiums.

These items are related and will be discussed at the same time, however separate actions will be required.

To give you background information, on June 18, 2007, the Village Board approved the Final Condominium Plat, Development Agreement and related exhibits for the Vintage Parc Condominium development which included 3 6-unit and 12 4-unit condominium buildings for a total of 66 units, and this was at that southeast corner of Old Green Bay Road and 104th Street.

Infrastructure construction began and some public improvements were installed including the mass grading and installation of the retention basin, underground utilities, utilities and binder course of the roadway including curb and gutter. However, due to the downturn in the economy all of the required public improvements were not completed and no condominium buildings were

built. The existing Development Agreement remains in effect, and the Village has letter credit funds to finish the required public improvements per that agreement.

In November of 2018, the Village Board approved an assignment of the existing 2007 Development Agreement to Harpe Development LLC, the now developer. Harpe Development LLC has agreed to assume all obligations under the Development Agreement including being financially responsible for the completion of the required public and private improvements in the development. Harpe Development LLC has provided the Village with the required financial security. As of right now the letter of credit based on a 2018 Village Engineer's cost estimate identifying the currently known outstanding construction-related costs for the development.

Additional financial security will be required to be secured by a supplemental letter of credit based upon the new final engineering plans for the new development that are presented by his development team. It is intended that a new Development Agreement will be entered into with the developer based on these new development plans and costs.

The Conceptual Plan: At this time, the petitioner also referred to as the developer is requesting approval of a Conceptual Plan for the redevelopment of this property. The existing Vintage Parc Final Plat is proposed to be vacated along with some easements, and the property is proposed to be redeveloped with 6 3-unit and 14 2- unit condominium buildings or a total of 46 units. Again, this development now will be referred to as Green Bay Trail Condominiums. The development proposes to utilize as much of the existing infrastructure that was installed as possible. However, the stormwater pond is being reshaped and some utilities would need to be relocated to allow for this new development layout.

The 2-unit buildings will be ranch-style condominiums with an attached 2-car garage and full basements. Each building will have a 2 bedroom with a 2 bath unit that is 1,626 square feet and a 3 bedroom with a 2 bath that's 1,691 square feet. The 3-unit buildings will be two stories. Two of the units will be ranch style with a 3-car attached garage, full basements with 2 bedrooms and 2 baths. One unit will be 1,617 square feet and the other will be 1,629. The upper unit will have 2,276 square feet of living space on the second floor with an entry foyer with extra storage space on the first floor that is 244 square feet. This upper unit will have a 2 car attached garage which is extra deep, 3 bedrooms, 2 bathrooms, an office, and a covered deck.

The developer anticipates starting construction this spring 2019 and projects that the development will be completed within two to three years. In addition, the developer has submitted draft Deed Restrictions, Covenants and Easements, along with conceptual elevations and floor plans for the proposed condominium buildings.

Under the Comprehensive Plan compliance and density, the proposed development is consistent with the Village's Comprehensive Land Use Plan. However, the Lakewood Neighborhood Plan is being amended to reflect the new layout as you can see on the slide and the reduced number of units, again, a reduction from 66 units down to 46 units.

The zoning of the property is currently R-10 (PUD), Multiple-family Residential District with the Planned Unit Development Overlay District. At the same time that the Final Condominium Plat is considered, a new PUD zoning overlay ordinance will be created for this development while the Vintage Parc PUD Ordinance will be repealed by the Village.

Developing this site with a PUD overlay will allow for a modification of a few of the Village Zoning Ordinance requirements provided there is a defined benefit to the community. The PUD will allow for more than one building per property, slightly reduced street setbacks, and those would be:

- 60 feet from STH 165
- 50 feet from Old Green Bay Road
- 25 feet from 105th Street and 65th Avenue provided that from the edge of the garage to the sidewalk that there is at least 20 feet to allow for a car to be parked in the driveway without encroaching into the sidewalk
- 20 feet from the back of curb to the private drive cul-de-sac for units 13 through 17

There shall be a minimum separation distance between buildings including desks and porches a minimum of 20 feet. These reductions would be supported by staff in the PUD ordinance provided that all units have individual entries, no common hallways, exterior materials are maintenance free and include elements of natural stone or brick. And we've been working with them with respect to the exterior appearance and the architectural materials. Other community benefits include increased landscaping, and improved quality of architectural materials standards.

The Village staff will begin preparing a detailed PUD ordinance for review by the developer and the Village Plan Commission and Village Board when the Preliminary Plat is proposed. These developments do require a Preliminary Condominium Plat and a Final Condominium Plat. The required public hearing for the PUD ordinance will be held at the same time that the Plan Commission and Board consider the Final Condominium Plat and related documents.

Under municipal improvements, municipal sanitary sewer and water will need to be provided to serve all of the condominium units in the development. Sanitary sewer and water were installed by the previous developer; however, due to the reconfiguration of some of the buildings, some of the sewer and water mains and laterals may need to be relocated and/or extended.

The storm water retention basin facility that's located at the northwest corner of the site as well as storm sewers for this development have already been constructed and installed. The developer has indicated that the basin and a few storm sewers proposed to be slightly reconfigured to accommodate, again, their new building layout.

Sidewalks are now required in all developments in the Village and will be required in this development pursuant to the engineer's comments. The public roadways will be constructed pursuant to the Village specifications as noted in Chapter 405 of the municipal code with some slight adjustment since a portion of the improvements are installed.

With respect to platting and Certified Survey Map, in addition to the required Preliminary and Final Condominium Plat, a Certified Survey Map will be required to be approved to dedicate any new easements and to set forth additional restrictive covenant language. As part of the Final Condominium Plat and CSM approval, the developer shall execute a Development Agreement, provide all exhibits and provide a supplemental letter of credit as financial security to the Village as a guarantee for the installation, inspection and warranty of the remaining public improvements.

There is an existing letter of credit that was provided to the Village in December of 2018 when he took over the development, and that is currently in the amount of $229,900. Required modifications and additions to the engineering plans will require an additional or supplemental letter of credit to, again, finish the remaining improvements for the project. In addition, the existing vacation documents for the existing Vintage Parc Condominium Plat and any existing easements will need to be submitted and reviewed by staff. Once they're reviewed and they're approved by the Village and executed, they will need to be recorded prior to the new plat, the CSM and any other associated documents.

Under transportation improvement fees for the future widening and reconstruction of the Old Green Bay Road and Highway 165 intersection, there were funds that were put and deposited on account of $187,453.11, and they had been deposited by the previous developer. And those funds will be used for the intersection improvements that are anticipated to be completed later this spring/summer of 2019. And this work would be done as part of the Main Street Mark Development.

With that I would like to introduce the developer to see if they'd like to make any additional comments and then as always continue the public hearing.

Michael Serpe:

Welcome back, Nancy. It's been a lot of years.

Nancy Washburn:

Good evening, Nancy Washburn of Land Development Administration, a consultant for the developer. I'm very happy to be here tonight as well. Thank you, Mr. Chairman. I will tell you I feel a little silly. You can tell how long it's been. I've been sitting up wondering why no one was turning on the lights upstairs. This is a beautiful room and I'm really embarrassed. But it's great to be back in your new room, it's beautiful.

I'm very happy to be here tonight. Dustin Harpe is here, the developer of the site as well as Phil Anderson his general manager. I've had the privilege of working with Dustin now on a couple of other projects that he has completed in other areas. And he is very excited to be bringing to you the Green Bay Trail Condominiums. They are a replica of a very successful project that I helped him complete in the Village of Rochester. Very similar in nature, similar in style, similar in building.

He also has assembled a team of Razal [phonetic] from JSW Engineering. So between Razal and myself we have some experience in working with the Village. And I think that's of great comfort to all. We have gone over, we've had several meetings with Jean and Peggy and Aaron and the staff, Matt included, and so I think we have a very good idea of the path in front of us. We've reviewed the conditions that Jean has presented to us. And other than a few questions we can work out at staff level. We welcome your questions tonight if you have any and look forward to your approval of the Comp. Plan Amendment as well as our Conceptual Site Plan.

Michael Serpe:

Thank you, Nancy. We'll call you back up if anybody has any questions of you during their public comments. Thank you. Open it up, Jean? This is a matter for public hearing, Item B and C. Anybody wishing to speak? Anybody wishing to speak? Hearing none we'll close the public hearing and open it up to comments and questions from the Commission.

Jim Bandura:

Nancy, just a quick question. What's the homeowner's association fees going to include? Are they going to include the sewer, the water, and garbage pickup?

Nancy Washburn:

Those are questions that we have to I think fine tune. Dustin and Phil and I have talked about that. And based on the way the previous projects have worked they would be individually metered. I think in a condominium area like this it's preferential to have the individual homeowner paying each fee. They use them differently. But certainly we're going to be looking at garbage collection as part of the overall monthly fee, whether that be the Village's utility picking it up or we have to -- that's one of our conditions we need to iron out. It may be a private collection service, but that would be paid through the fees. There will be reserves in there as well for future road maintenance as well as, of course, all of the building reserves and repair reserves as well.

Jim Bandura:

Lawn maintenance?

Nancy Washburn:

Of course, yes, yes. It will be collectively maintained, collectively designed, and lawn maintenance will definitely be part of the association.

Michael Serpe:

Nancy, do you have an idea of the amount of homeowner association fees what they're going to be?

Nancy Washburn:

Not at this time.

Michael Serpe:

Any other questions? Mike?

Mike Pollocoff:

The Village collected $187,000 from the previous developer solely for the intersection improvements? Have we progressed? Do we have a plan for what that's going to entail? Is that widening Old Green Bay Road down to 105th?

Matt Fineour:

The road improvements that Main Street Market is working on has -- 165 is being improved from Green Bay Road past the intersection of Old Green Bay Road, and then eventually it tapers down. So it goes probably through half their property then tapers back down to the Green Bay Road intersection. Old Green Bay Road honestly on the Main Street Market side is being improved. And then the intersection is being improved. Then when you go south after that intersection it will start tapering down. There will be a curb and gutter on their side all the way to that intersection. Then we start working and tapering it back down after that intersection.

Mike Pollocoff:

How much of that is gong to be covered by the -- will the $187,000 cover that work on Old Green Bay Road?

Nathan Thiel:

No, short answer. I know that we are applying for a T-grant. We've submitted for a T-grant application, too, as well to assist with that intersection. So it's going to good use, but it won't cover the whole complete project.

Michael Serpe:

Anybody else? What's your pleasure, gentlemen?

Wayne Koessl:

Mr. Chairman, if there are no further questions that property has been dormant for quite a while. I'm glad to see it's going to be developed. And I move the Plan Commission adopt Resolution 19-02 and recommend to the Village Board that the Lakewood Neighborhood Plan be amended as presented.

Brock Williamson:

I'll second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECONDED BY BROCK WILLIAMSON FOR ADOPTION OF RESOLUTION 19-92. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. What's your pleasure on item C?

Jim Bandura:

Move for approval for a Conceptual Plan.

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECONDED BY JUDY JULIANA FOR THE APPROVAL OF THE CONCEPTUAL PLAN. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you, Nancy.

Nancy Washburn:

Thank you very much. It was good to see you. We'll be back again.

Michael Serpe:

Looking forward to it. Item D, E and F will be taken as one -- I mean will be heard as one with separate motions on all three items.

D. Consider PLAN COMMISSION RESOLUTION #19-03 to support the vacation of a portion of the Schmidt's First Addition to Pleasant Prairie Subdivision rights-of-way generally located north of 128th Street and east of Sheridan Road.

E. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #19-04 FOR COMPREHENSIVE PLAN AMENDMENTS for the request of Stephanie Judge, agent on behalf of The Nature Conservancy, owners of the properties generally located between 116th and 128th Streets east of Sheridan Road. The Nature Conservancy has acquired the 150 acres for the restoration of the site to a mix of dry prairies, wetland swales and oak savannas; therefore, the

Village 2035 Land Use Plan Map 9.9 is proposed to be amended to change the Low-Medium Density Residential and Mixed Use Lands (CT) with an Urban Reserve Area to the Park, Recreational and Other Open Space lands designation. The Isolated Natural Resource Area and the field verified wetland land use designations will remain unchanged. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

F. PUBLIC HEARING AND CONSIDERATION OF ZONING MAP AMENDMENTS for the request of Stephanie Judge, agent, on behalf of The Nature Conservancy, owners of the properties generally located between 116th and 128th Streets east of Sheridan Road to be rezoned from the A-2, General Agricultural District and C-2, Upland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District. The lands currently zoned C-1, Lowland Resource Conservancy District would remain unchanged.

Jean Werbie-Harris:

Trustee Serpe and members of the Plan Commission and the audience, we have three items, D, E and F that will be taken at the same time with the presentation with separate actions required. The first Item D, is consider Plan Commission Resolution #19-03 to support the vacation of a portion of the Schmidt's First Addition to Pleasant Prairie Subdivision, the rights-of-way generally located north of 128th Street and east of Sheridan Road.

Item E is consideration of Plan Commission Resolution #19-04 for Comprehensive Plan Amendments, and this is at the request of Stephanie Judge, agent on behalf of The Nature Conservancy, owners of the properties generally located between 116th and 128th Streets east of Sheridan Road. The Nature Conservancy has acquired the 150 acres for the restoration of the site to a mix of dry prairies, wetland swales and oak savannas. Therefore, the Village's 2035 Land Use Plan Map 9.9 is proposed to be amended to change the Low-Medium Density Residential and Mixed Use Lands with an Urban Reserve Area to the Park, Recreational and Other Open Space lands designation. The Isolated Natural Resource Area and the field verified wetland land use designations will remain unchanged. In addition, Appendix 10-3 of the Village of Pleasant Prairie 2035 Comprehensive Plan is proposed to be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

And then Item F also public hearing and consideration of Zoning Map Amendments, and this is for the request of Stephanie Judge, agent, on behalf of The Nature Conservancy, owners of the properties generally located between 116th and 128th Streets east of Sheridan Road to be rezoned from the A-2, General Agricultural District and C-2, Upland Resource Conservancy District, to the C-3, Natural and Scientific Area Resource Conservancy District. The lands currently zoned C-1, Lowland Resource Conservancy District would remain unchanged.

So as part of that presentation, The Nature Conservancy known as TNC has purchased 150 acres of land generally located between 116th and 128th Streets, east of Sheridan Road. This is for a wetland restoration project to be known as Chiwaukee West Restoration Plan. The land area is west of the Chiwaukee Prairie State Natural Area which is west of the railroad tracks.

This area has been ditched, drained and is degraded agricultural land that the TNC intends to restore the natural hydrology and vegetation to host a mix of dry prairie, wetland swales and oak savannas. The TNC plans to work with the Village in the future to plan public access opportunities for this site, including walking trails. The site will feature a mix of grassy habitats intermixed with shallow wetlands providing additional habitat for shorebirds including greater yellow legs, sandpipers, plovers, dowagers and godwits. Blanding's turtles have already been documented successfully nesting in the site's sandy agricultural fields, but restoration will enhance opportunities and enhance viability.

Beyond providing a new wildlife habitat, improving degraded habitat and offering the public opportunities for nature-based outdoor recreation on this site, the planned restoration will also stop the excess flow of stormwater runoff from this site through its ditch and drain tile network. By restoring the site's hydrology to hold back storm water, the project will decrease downstream flooding and increase infiltration of clean groundwater follow to benefit drinking water supplies and feed springs that upwell to the adjoining State Natural Area.

The site currently hosts about 67 acres of undesirable woody brush and trees interspersed with oak and hickory trees, 74.9 acres of agricultural fields, and approximately 5.8 acres emergent low-prairie, and a few acres of remnant native vegetation along the railroad right-of-way on the east side of the site. These areas are more particularly described below and as presented in the Restoration Plan that they have provided to us.

The existing woody zones, 67 acres: The property's woody zones are primarily in areas of ditched and degraded wetland with some areas of woody upland along Sheridan Road. The largest block of wooded upland occurs immediately south of the adjoining Buoy Storage property and consists almost entirely of invasive black locust trees. The balance of the site's degraded woodlands primarily grow on wetter soils and include a mix of undesirable cottonwood, aspen, box elder, green ash, silver maple, Norway maple, willow, black cherry, pine, spruce and fir trees. All wooded areas include an understory mix of invasive, non-native shrubs like European buckthorn, Japanese honeysuckle, multi-flora rose, and autumn olive, as well as a significant population of invasive Oriental bittersweet vines. Some native shrubs such as red dogwood, gray dogwood and hazelnut are found at woodland edges.

A variety of native oak species which is the burr oak, swamp white oak, black oak, etc., as well as shagbark hickory are scattered in the property's woodlands, but these classic savanna trees have been severely suppressed by the surrounding invasive growth. Similarly, many ground surfaces in the woodland areas are stripped of native grasses and flowers that were present historically before the invasive trees and shrubs shaded them out and invasive weeds like garlic mustard outcompeted for the limited remaining light, water and space. One three acre woodland area near the site's south border includes a small ravine and does have a diverse array of ground vegetation remaining, including classic woodland species such as the large-flowered trillium, jack-in-the-pulpit, large-flowered bellwort, wild leeks and mayapples. However, even this site has been invaded by garlic mustard, dame's rocket, burdock and other problem species.

With respect to the agriculture fields which is 74.9 acres, judging by the age of some drain tiles located on the property, the site's agriculture fields have likely been in tillable production for at least a century. A recent investigation has found many eras of drain tile installed, with some of the oldest dating to the early 1900's. Subsequent tile installations date back to the 1930s, ‘40's

and ‘50s. The site's ditch network was created in the 1970s, and the most recent drain tile was installed in the 1980s. Despite these efforts to dewater the property, the frequently wet soils tend to offer low crop yields. In 2018, the site was so wet that the farm tenant was unable to plant soybeans as planned in the spring, and similarly unable to plant a cover crop of winter wheat ahead of frost in the fall. The property was sprayed with herbicide in early July to combat weeds during this fallow year.

Emergent low-prairie and border with railroad right-of-way: A diverse array of residual native vegetation still exists in a few pockets on this property. A 5.8 acre emergent low prairie in the central part of the site hosts the most native species with over 70 documented in 2004 when surveyed by SEWRPC. Unfortunately, this pocket still suffers from invasion by at least 11 exotic plant species including reed canary grass, phragmites, purple loosestrife, Canada thistle and buckthorn. The narrow, untilled acreage along the railroad right-of-way similarly hosts a variety of native species but suffers from invasive species like reed canary grass, burdock, Canada thistle and garlic mustard.

So a restoration plan is intended to be completed in phases. TNC envisions executing this restoration in four primary phases. Phase 1 includes ongoing planning, permitting and neighbor notifications. Phase 2 covers site preparation between now and mid-2019 including removal of all undesirable woody trees, shrubs and vines this coming winter. A Stipulated Conservancy Permit and Erosion Control Permits have already been applied for and have been issued by the Village for these phases. Phase 3 covers restoration of the site's hydrology and replanting of native the vegetation in late summer or early fall 2019. Phase 4 covers intensive monitoring and follow-up for at least three years thereafter to assure restoration success before transitioning to a long-term maintenance plan. These plans are provided in more detail in our conservancy permit application provided.

Vacation of rights-of-way in the Schmidt's First Addition to Pleasant Prairie Subdivision: Since TNC now owns all of the lots involved and it's been more than 40 years since the plat was recorded, and the public streets were not built and have not been used by anyone, a court procedure to vacate the portion of the plat is recommended by the Village and the Village attorney. Wisconsin Statutes Section 236.40 states that the owner of the subdivision or any lot in the subdivision may apply to the Circuit Court for vacation or alteration of all or any part of the recorded plat. The owner must give notice at least three weeks before the application by posting, publication, service on the Village and mailing a copy to the owners of record of all lots in the subdivision or the part of the subdivision to be vacated or altered.

Wisconsin Statutes Section 236.42 provides that after requiring proof that all of the necessary notices have been given, and after hearing all interested parties, the court may at its discretion grant an order vacating or altering a part of the plat. This does not include vacating or altering areas dedicated to the public use such as streets which are subject to Statutes Section 236.43. Section 236.43 says the court may vacate part of a subdivision dedicated and accepted by the public for public use if the plat was recorded more than 40 years prior to the filing of the application, the areas to be vacated were not improved as public streets, roads or other public ways, the areas to be vacated are not necessary to reach other platted property, and all of the owners of the land in the plat or part thereof being vacated and the Village have joined in the application for vacation.

Wisconsin Statutes Section 236.43(4) provides that if the plat area being vacated includes a street, road, alley or public walkway, it can be vacated by the court if there is a resolution passed by the Village Board approving and requesting such vacation and the owners of all frontage of the lots and lands abutting the area sought to be vacated request in writing that the action be taken.

The TNC has decided to follow the court procedures and will be responsible for petitioning the court to vacate a portion of the plat. The Village can assist in the vacation of the area which includes a street by passing a resolution requesting the vacation of the area. Therefore, since the properties meet these requirements and that this area is zoned C-1, Lowland Resource Conservancy District, and has been determined to be wetlands by Plan Commission Resolution #19-04 which supports the vacation and further recommends that the Board adopt a resolution approving and requesting this vacation. Only portions of the right-of-way that do not abut any other lands not owned by TNC can be vacated. In addition, vacating a portion of the plat does not vacate any existing utility easements that may have been dedicated. So they'll need to just verify that there have not been any easements that have been recorded on the property, for example, by We Energies or by any other agency.

TNC's restoration project will transform a degraded vacant site into an attractive natural area with excellent wildlife habitat that enhances groundwater recharge by stemming the otherwise ongoing discharge of water from the property. Increased groundwater recharge means less flooding downstream and cleaner drinking water. The project will also provide new opportunities for public outdoor recreation including hiking, birdwatching and cross-country skiing. To accommodate these activities and engage and educate the public, they are installing informational signage at three trailheads along the site's perimeter.

In addition to these benefits, they envision that with community support, continued funding from those who have provided financial support and with participation from the other conservation partners at Chiwaukee, mowed trails will meander through the prairies and past restored wetlands. Educational interpretive signs detailing a variety of subjects including the site's natural area and the cultural history, plants and animals may be staged along trail routes.

Beyond these initial public amenities, TNC hopes that funding and partner support may be secured to provide additional nature-based outdoor educational opportunities at the site, and they are actively exploring the feasibility of potential features like an ADA-accessible bird-watching platform and an outdoor classroom area that could provide a destination for area school groups.

If support from the Village and other partners continues or expands in the years ahead, even more public amenities could be associated with this site. For example, Village staff have advocated acquisition of an abandoned gas station property along Sheridan Road. If acquired by the Village, this property or others like it could offer opportunities for school bus parking, a picnic area, bathrooms and even special, unique amenities like a natural playground or children's garden or nature center.

With respect to the Comprehensive Plan Amendment, as a result of the forgoing, the Comprehensive Land Use Plan Map 9.9 is proposed to be amended to change the Low-Medium Density Residential, Mixed Use Lands, CT with an Urban Reserve Area on the properties to the Park, Recreational and Other Open Space lands. The Isolated Natural Resource Area and the field verified wetland land use designations on the properties will remain unchanged. In addition,

Appendix 10-3 of the Comprehensive Plan is proposed to be updated to reflect the noted changes to the Land Use Plan Map 9.9.

Under the Zoning Map Amendment, the Land Use Map and the Zoning Map are required to be consistent. Therefore the petitioner is requesting to rezone the properties from the A-2, General Agricultural District and the C-2, Upland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District. The lands zoned C-1, Lowland Resource Conservancy District would remain unchanged.

And an update on TNC land in the Chiwaukee Prairie, so we thought we should just provide some additional update on what is happening on the previous lands owned by TNC. And this is south of 116th Street east the railway. TNC continues to acquire land as identified in The Carol Beach Chiwaukee Prairie Land Use Management Plan for preservation when there is a willing seller. As of 2015 when TNC transferred their own property to the Wisconsin DNR, 56 lots still needed to be acquired. Since that time, the Chiwaukee Prairie Preservation Fund, an all-volunteer, charitable organization dedicated to acquiring, managing and preserving Chiwaukee Prairie, especially in this area, has acquired 14 additional lots within this zone, and three more lots further north.

The lots that remain in private ownership are shown on the attached map. The platted roads east of the railroad are intended to be vacated when all of the adjacent land is in common ownership. These include 116th Street, Lakeshore Drive, 1st Court, parts of 121st Street and 122nd Street to 2nd Avenue, part of 2nd Avenue from 121st Street to 122nd Street are all driveable. The rest of the platted roads are mostly grown prairie; a few have heavily rutted gravel.

So future plans for the restoration area/ TNC's restoration for this project will transform a degraded vacant site into an attractive natural area with excellent wildlife habitat that enhances groundwater recharge by stemming the otherwise ongoing discharge of water from the property. Increased groundwater recharge means less flooding downstream and cleaner drinking water. The project will also provide new opportunities for public outdoor recreation including hiking, birdwatching and cross-country skiing. To accommodate these activities and engage and educate the public, TNC will be installing informational signage at three trail heads at the site's perimeter.

In addition to these benefits, they really hope and envision that community support and continued funding from those who have provided financial support and with participation from the other conservation partners at Chiwaukee, that work will be undertaken to create mowed trails that will meander through prairies and past restored wetlands. Educational interpretive signs detailing a variety of subjects including the site's natural and cultural history, plants and animals will be staged along trail routes.

And beyond this TNC hopes that they will secure funding for nature-based outdoor educational opportunities at the site and actively explore the feasibility of potential features like ADA-accessible bird-watching platforms and outdoor classroom area that could provide a destination for area school groups. With additional funding they could offer opportunities for school bus parking, picnic areas, bathrooms and special unique amenities like a natural playgrounds, children's garden or nature center.

With that I would like to introduce Stephanie Judge from The Nature Conservancy to continue providing additional comments as part of the public hearing.

Stephanie Judge:

Hi, I'm Stephanie Judge. I'm a Land Protection Specialist and Restoration Project Manager for The Nature Conservancy. Our office is located at 633 West Main Street in Madison, Wisconsin, 53703. So I will try to not be redundant to what Jean said, but thanks to you all for taking the time out of your evening to consider the topics that she just presented. Although our discussion tonight pertains to TNC's new restoration area, we're having this conversation because of the very special nature of Chiwaukee Prairie, a natural area that's truly on par with legendary sites like the Everglades.

Although this prairie is the namesake of the Village, the Village of Pleasant Prairie, it's not very well known even locally. And so I'm going to take a little bit to talk about why this site is so special. I'm also going to touch on the history of the development threats, the undergoing acquisition efforts. And if I have some time some of the plans for our site that Jean also touched on.

So first let's look at the focal area for some context. The topics at hand focus on land immediately west of Chiwaukee Prairie State Natural Area. It's visible in darker green. And you can see Chiwaukee Prairie itself in light green stretching north from the Wisconsin State Line. Although not shown in this slide Chiwaukee extends all the way up to the Kenosha Dunes. Chiwaukee is largely in public conservancy ownership, but it remains interspersed with small in-holdings which I'll touch on shortly. And on this map those in-holdings are generally that gray color.

Before I discuss what TNC is planning for the western site in dark green and why, I'm first going to talk about Chiwaukee's planned acquisition history including the ongoing efforts. So Chiwaukee has been long threatened by development. The area was first subdivided into hundreds of lots in the 1920s, but the Great Depression halted the effort to make this area an exclusive lakeside residential retreat.

The 1940s brought additional subdivisions with a central golf course shown in this image being scrapped and sold into many, many more lots. I believe there were more than 500 separate parcels south of 116th Street and at least as many more to the north. Each of these tiny properties, many just small fractions of acres, were sold off to individuals across the globe. These folks generally bought the land sight unseen and didn't realize that they were buying wet marshland that wasn't conducive to development.

So local people first recognized the site's ecological importance, and it worked for more than 50 years to help ensure this special site was saved. TNC got involved in 1965 when we purchased the first tract of land for conservation. It was $5,500, and local folks gave us the money to pay for it. Since that time TNC and partners have purchased hundreds of lots covering hundreds of acres east of the tracks.

This is a good time to further introduce the Chiwaukee Prairie Preservation Fund. For those of you who don't know CPPF is a fantastic, all volunteer local charity dedicated to acquiring,

managing and preserving Chiwaukee. Pam Holy is President of CPPF, and if anyone is interested in learning more about this great local organization please chat with Pam or Ingrid Verhulst, their Land Chair after the meeting.

So we were just discussing this map, I'm going to discuss it a little further. Like TNC, CPPF has focused its efforts over the years on the areas east of the tracks and south of 116th. This map shows TNC's restoration area on the left with Chiwaukee Prairie to the east. All of the land in brown is owned by the State. The land in red is owned by CPPF. Land in orange are tax delinquent lots taken by the County. And land in tan is owned by the Village. And our focus, land in yellow, is what remains to be purchased for conservation.

We can only buy from willing sellers, and so we can't buy if someone doesn't want to sell. That hasn't stopped us from trying. My predecessor reached out repeatedly to every private landowner east of the tracks and had great success. But some properties have just remained out of reach. All in all our efforts east of the tracks cost nearly $2 million over the years. And while some money came from state and federal programs, most of the cash came from private individuals through the fundraising efforts of TNC and CPPF.

In 2015 TNC transferred our remaining landholdings east of the tracks [inaudible] DNR and stopped directly buying land there. But CPPF has grown to fill to our shoes with 17 lots purchased in the last three years and this is really fantastic. I think it's really positive for the remaining landowners to hear from and do deals with a local group of folks who are literally their neighbors. I can honestly say, though, that if we or CPPF ever could simply buy the rest of the privately held lots here just to finish the project we would jump at the opportunity. But it just doesn't work like that. And that's why it was really so devastating when the whole prairie was subdivided in the first place because it made it so much more complicated and expensive to conserve it.

So I'm just going to zoom out a bit to discuss the context of this whole effort and why people care so much about Chiwaukee. Chiwaukee Prairie sits at the heart of the Chiwaukee Prairie Illinois Beach lake plain which is an area that stretches from the Kenosha Dunes in the north down to Waukegan Harbor in the south. And the lake plan connects over 4,500 acres of coastal wetlands, prairie, savannahs, beaches and creeks. And this nearly contiguous conservation area is the largest expanse of undeveloped land along the shore of southern Lake Michigan. And this site is protected by numerous agencies, organizations, municipalities and individual volunteers.

Here's the lake plain by the numbers, and I personally think these numbers are really impressive. The lake plain provides habitat for over 1,230 plant and animal species, and its internationally recognized wetlands improve water quality for Lake Michigan, protect drinking water and attract over two million visitors annually. In 2015 over 3,900 acres of the site were dedicated Ramsar wetlands of international importance. Ramsar designation recognizes an international network of wetlands for their role in maintaining global biological diversity and for sustaining human life.

The prairie is one of only five designated Ramsar sites in the State of Wisconsin and is only the 38th such site named in the U.S. The special status comes as a result of more than 50 years of effort in purchasing thousands of acres from thousands of individual landowners, often one tiny fraction of an acre at a time.

And that story, more than a half century of cooperation to save this important area, epitomizes the history of Chiwaukee Prairie and the Village of Pleasant Prairie. And this slide is a photo break and shows some of the really excellent plants and animals and pollinators that you can see at Chiwaukee. As we've discussed, Chiwaukee runs from the State Line to Kenosha Dunes, but its richest section sits between 116th Street and the State Line. Chiwaukee is a series of undulating sandy ridges and wet swales that developed at water levels in Lake Michigan dropped after the last glacier retreated form Wisconsin.

This mix of wet and dry habitats with groundwater fed wetlands gives Chiwaukee its botanical diversity with over 400 species of flowers, grasses and other plants. And as such Chiwaukee represents the most botanically diverse natural area in all of Wisconsin and was designated a national natural landmark in 1967. Chiwaukee like the rest of the lake plain is a high priority stopover site for migratory birds that move up and down the shore of Lake Michigan through the densely populated areas from Milwaukee to Chicago. This is the largest, as I said, near contiguous tract of land in all of southern Lake Michigan. And migratory birds have fewer and fewer open areas to land, rest and recover along their journeys. So this site offers millions of birds rich areas to rest and feed.

So I've been talking a lot about Chiwaukee Prairie and how special it is, and you may be wondering why TNC became interested in some degraded farmland west of the site. And this slide speaks to that. Groundwater modeling by the U.S. Geological Survey predicted that development of land west of Chiwaukee could have dropped groundwater levels in the fens and wet prairies by as much as several feet. The images on this slide show an excerpt of that work. And the red rectangle at left is the bluff area between the Union Pacific Railroad tracks and Sheridan Road.

I've placed an arrow pointing out our site where it sits within that bluff. The scale shows the levels of potential groundwater drawn down in feet that could be expected in Chiwaukee to the east if the area was developed. So why would development have caused this drop? A combination of factors. Paved roads and rooftops as well as standard turf grass lawns leaves most rain to run off into ditches and drains rather than infiltrating into the soil. And dewatering systems like sump pumps in each basement would have been required, but that would have also pulled more water out of the ground and shunted it away from Chiwaukee.

So in 2004 after reviewing the SEWRPC report that published this drawn down scenario, TNC came to truly understand that consistent flows of groundwater that sustain Chiwaukee's diversity couldn't necessarily be ensured. So this meant that protecting Chiwaukee didn't just mean buying the prairie itself, it also meant protecting the system within which that prairie had evolved. Rain falling on the dry sandy lands west of the tracks infiltrates through the soil into the water table and eventually flows east of the prairie. Proposed development of these higher, drier areas to the west threaten the groundwater supply and thus the prairie.

So we had been concerned about development west of the site, but we had also been focused on protecting the actual footprint on the east side. New information made us more aware of the importance of groundwater recharge and where that water was coming from. As it turned out another economic downturn, the Great Recession, stalled development plans west of the tracks. As I said we can only buy from willing sellers. When the northernmost landowner listed their

property for sale in 2013 we decided to buy it. We didn't know if we would ever be able to buy additional land west of the tracks, but it was worth considering.

Two years later we bought a second tract after one of the developers passed away and his family decided to sell. And at that point we had two large non-contiguous pieces, and it made sense for us to pursue a few remaining properties to join the site together. So that's how TNC now owns 150 acres between 116th Street and 128th Street. And, of course, that's the area of focus this evening.

So we're calling our new property the Chiwaukee West Restoration Area. And Jean has touched on what's wrong with it, but let me touch on a few more details. Why does it need restoration? The fact is that this site like so much of our landscape is heavily degraded. The entire area used to be covered with a vast prairie and oak savannah complex. Today we've lost almost all of our original prairies. Less than one tenth of one percent remains, and the loss of the prairie ecosystem has meant that thousands of animal and insect species are declining.

Wildlife relies on habitat, and different species require different combinations of habitat features. But in large part our landscape has become a set of [inaudible] cultures with certain standard crops and fields and dense thickets of low diversity invasive shrubs, trees and weeds in other areas that offer limited opportunities for food and shelter. It's easy to look at a scene like that in the photo at left and assume that this is how it's supposed to be and that our land always looked like this, but this isn't a healthy woodland.

So these aerial photos of our restoration site illustrate the really stark difference in the landscape over a short time. The image at left was taken in 1950, while the image at right was taken in the early '90s, so just a little over 40 years brought significant encroachment by brush and trees to the site because natural disturbance like grazing and fire ceased.

So many of us have come to assume that dense thickets of shrubs and trees are normal. While prairies and oak savannahs were naturally very open, even our woodlands and forests were much more open historically, and as such they hosted a lot more diversity, more plants, more animals and more beneficial insects like those that pollinate our food and less fire danger. We hear a lot about that in the news, but it's really important to consider in this context because the absence of regular low intensity fires has led to overcrowded woodlands that are now at risk of dangerous high intensity fires. Please note the burr oak tree in this photo. It's choked by an understory of invasive brush. Historically numerous species of flowers and grasses would have thrived under and around that tree, but now just a few species grow and most of them are nonnative.

So now that TNC owns this site we plan to remove the many acres of invasive and undesirable woody vegetation as a first step in restoring habitat for less common species that have been in decline. And during this process we'll be particularly careful to save certain native trees and especially oaks and hickories that have substantial wildlife value and which really belong on a site like this but that can't regenerate under dense brush.

So you heard me say a little earlier that the lands to the west are really important for the eastern prairie's groundwater supply, and they are even in their current state. But alterations to our site's hydrology over the last century have meant substantially more runoff and less recharge than once occurred. The restoration site has a network of ditches and drain tile lines that pull property off

the water surface and out of its ground. The water then dumps into a ditch along the railroad tracks rather than infiltrating into the ground and over to the eastern prairie.

When water runs off the land it picks up sediment and nutrients and road salt. And when that contaminated stormwater reaches our lakes and rivers we get algae blooms and other problems as well as flooding. So we plant to restore the site's hydrology by filling the ditches involving the drain tile. That will allow rain water to infiltrate into the ground rather than running off. And that will mean less flooding, less algae and other related problems and, as Jean said, more clean drinking water.

So following the work of filling ditches and recontouring them in the natural wetland swales, we'll be replanting prairies across the site. Prairies are a mix of flowers and grasses. Some prairies will be high and dry and other will be low and wet. Prairies are really special ecosystems, and I love this illustration because it shows how deep prairie plant roots penetrate into the ground compared to standard long grass. You can see that in the circle at left. It doesn't really look red in here, but it's really a stark comparison. So deep prairie roots help recharge groundwater, decrease flooding, build soil and sequester carbon. Because of their deep roots prairies take some time to mature. And so this restoration will be an ongoing process, but it should yield a really attractive natural area with great habitat that offers excellent opportunities for outdoor recreation.

So this slide shows a conceptual site plan for what I generally anticipate our site may look like in a few years. This will continue to evolve, but we expect that it will be a visible and accessible site that can welcome visitors to this fantastic and exceptionally rare natural area. As Jean indicted we expect that a loop trail will meander from 116th down to 128th Street. And we think the public will enjoy using the property for a variety of different activities like bird watching and cross-country skiing and hiking and so forth.

So this has been a step-wise process. And at each step we're asking what would make the site better going forward. And if the community is interested in having certain features then we can cooperatively explore what those features should be, whether they're feasible for the site, how they're funded and maintained. So right now I'm focused on restoring the site. And throughout that process we'll continue to look ahead with the Village and other partners and think big about what's possible here. So I hope you'll move ahead with the individual steps Jean laid out tonight so that we can continue moving this project forward as smoothly and effectively as possible. Thanks for your time.

And I will say that this is the lovely ravine at the south end of the site. The stream bank is somewhat eroded from the pulses of water coming off our property through the ditches, but it is a nice site. And it's one of the most open areas -- the most open area. There's a lot of nice spring wild flowers down there. Does anyone have any immediate questions?

Michael Serpe:

What we'll do is we'll open it up to public comments. And if they have any questions we'll call you back up. Jean, you have anything else from you? Even though Item D is not a public hearing, we'll allow comments on D, E and F. This is a matter for public hearing. Anybody

wishing to speak? Anybody wishing to speak? Nobody? Yes, sir. We'll need your name and address for the record.

Anthony Kajfez:

My name is Anthony Kajfez. My address is 714 128th Street in Pleasant Prairie. As you look at the map my partner and I are the southeastern most portion of the 150 acres. We have a parcel about three acres. And obviously all of this kind of came as sudden news to us, and so we're still trying to take it all in. Needless to say we've been thinking a lot about it, and we obviously would like to thank you for this opportunity to share our thoughts. We'd also like to welcome The Nature Conservancy to the neighborhood. We are neighborly and look forward to working with them.

Most of our exchanges between ourselves and The Nature Conservancy have focused on our property to the north and to the west. To the north is the area that Stephanie made reference to that has a lot of natural wildlife. And it sounds from conversations with her that they will be largely preserved, and we're very pleased about that. We are all about conservation, but we're also about habitat preservation.

I hate to admit it but I go through about 1,700 pounds of bird food a year. And as I watch the comings and goings of birds most of the interesting unique birds are actually coming from the west, not from the east. The east we're getting cow birds, we're getting red winged blackbirds and such which are good birds, don't get me wrong, but they're the ones eating most of the food I could say. And it obviously speaks to the uniqueness of the habitat that is to the west of us. Yes, it looks overgrown and, yes, there are invasive species there, nonnative ones that I do believe need to be removed and the area brought to a point where there can be a cohabitation of environments that sustain existing wildlife with environments that foster new wildlife.

And so I guess the thrust of our desire is to have that nice mixture take place. And in talks with Stephanie it sounds like there can be some accommodation, and we look forward to the implementation of that. I guess obviously there will be some loss of woodlands in the process. And our concern is that there will be an intensification of animals living in and along the fringes of these wooded areas which will only bring I think hunters closer in, and we're a little bit concerned for our subsequent safety. We're not anti-hunting, but I've seen muzzle blasts, firearms very close to the house. And we've actually had an arrow land 30 feet from our back deck. So we just wonder if perhaps taking a look at the current statutes governing hunting setbacks from residential property can be revisited and perhaps expanded to reflect the increased potential risk to residents on this front.

I think that pretty much covers what I had to say. I obviously brought some things that I didn't really adhere to. But I guess to reiterate we would like to express our appreciation for The Nature Conservancy's efforts at conservation. They do great work. And we kind of look forward to an implementation of new plans while also seeing the preservation of habitats that currently serve existing populations of animals and people for that matter. So that's all I have to say. If you have any questions of me, otherwise thank you very much.

Michael Serpe:

Thank you. Anybody else wishing to speak?

Pam Holy:

Pam Holy, 204 102nd. The reason the birds don't come from the east is they don't eat seed in the summer. They are eating insects along the prairie. We have documented 124 species of birds in the prairie to the east of the railroad. So they're not seed eaters in the summer. We are incredibly supportive of this effort by TNC. I'm the President of the volunteer organization, the Chiwaukee Prairie Preservation Fund. They're doing a terrific job up there. And it is only a great benefit to the prairie itself, to the original prairie.

This is one of the best natural features in southeastern Wisconsin for its diversity, etc. It beats Bong, it beats a number of other places that are bigger. You have a gem. I mean there's good reason why Pleasant Prairie is named prairie. It's a terrific feature. We have dozens of groups and dozens of school who visit the prairie every year to take in nature. This is only going to help that effort, and we need to preserve it and we need to expand it. Thank you.

Michael Serpe:

Thank you. Anybody else wishing to speak?

Ingrid Verhulst:

I just want to add a few words. Ingrid Verhulst, also 204 102nd Street. Obviously we support this effort without question, that's obvious. The one thing as land chair I want to assure you it our goal to buy every last privately held parcel in that entire Chiwaukee State Natural area, Chiwaukee Prairie State Natural area. We're going to keep trying. It doesn't always work, but in case you have any question about our dedication let me put that to rest. We are determined. So thank you. I hope you will support this.

Michael Serpe:

Thank you. Anybody else wishing to speak? Anybody else? We'll close the public hearings and open it up to comments and questions from the Commission. Mike?

Mike Pollocoff:

Jean, do you have a number for how many outstanding sewer and water assessments on Sheridan Road there are for this property?

Jean Werbie-Harris:

I don't think that there are any, but maybe Stephanie could respond. Because for all the properties that they have acquired, I mean it's been more than ten years since that property was -- that those special assessments were levied. And my understanding is that at least of them for

Buoy Storage and Big [inaudible] and Hansche and Mark Bourqe, I think almost all of those have been all paid off and paid for.

Stephanie Judge:

That's my understanding that all the special assessments were concluded.

Mike Pollocoff:

Okay. Can you just check with finance before the item goes to the Board meeting? And, secondly, how is this going to interface with the hunting issue? It was nice to see a plan that was going to provide for bird watching and for trails. And on the other TNC land that was acquired they worked with the State to allow hunting on that property. And I know we were concerned about that. Not so much that we have -- I don't have a problem with hunting, but at the time the issue is how do you transition an area that's not completely been acquired and have hunting there? And even though there's a law in the statutes that regulates the distance, it ends up becoming -- the guy in the field is trying to relate to this map on here and it doesn't always follow true.

And I'm not sure with any change in administration if we think that's going to be the case. I'd personally like to request that TNC deed restrict that so that it not be used for hunting especially if the Village is going to be dedicating right of way to that parcel until all parcels are acquired. And there's parcels to the south, there's parcels to the west, and it just doesn't seem to be an easily manageable area for hunting given the broad range of uses. I think when we dealt with it before I think TNC pretty much washed their hands of it and said, well, the State wanted it so they didn't want to deed restrict that for hunting. It's been a while since I heard about this so I don't know what the current status is of hunting on the TNC property.

Stephanie Judge:

So this property is subject to all State and local ordinance and laws. So my understanding is the Village of Pleasant Prairie, for example, has an ordinance so that such that there's no use of a single projectile, firearm, single projectile used with a firearm east of Sheridan Road. So that would apply to this property. That would mean that really the only way that one could hunt deer legally on this property would be with bow and arrow or a cross bow so bow hunting. And I think many of us agree that deer need to be harvested, that there are a lot of deer that cause problems. We hit them with our cars, there's not enough food for them, and they starve because there's no natural predators for them. So we hope that hunters are responsible and safe and follow State and local ordinances and rules.

The hunters I know are supposed to stay at least 300 feet away or 100 yards from occupied structures, and that should certainly be this case. So Anthony shouldn't be seeing muzzle flashes after dark, and they should be hunting after dark with a firearm anyway so it's just straight illegal. And I suppose we're like any private landowner in that regard that we want to follow the rules and the laws when they are using our property. Our property is open to the public for a variety of reasons. We want the public to be able to come out on our property. But also some of the funding sources that we use, namely the Noel Stelsons [phonetic] program which is a State program that I understand the Village also draws on sometimes mandates that we open the

property for all five nature-based outdoor activities assuming the property is conducive to those. Namely hiking, cross-country skiing, bird watching, fishing, hunting. So hunting is in there. And it's just one of those things that we do have to open it to that. That said the local ordinance sort of backs off what's allowed for hunting.

So someone I suppose could go out there with a shotgun for birds. That would be legal according to the State and local ordinance I believe. But it's an issue that we've I think tried to work with the Village on as much as possible, and we'll continue to work with the Village and our neighbors as they express problems if there are any. I think the best thing we can do is put up good signage and ask hunters that use our properties to follow the laws.

Mike Pollocoff:

Has the staff position changed on this since we went through the issue in the Chiwaukee Prairie?

Jean Werbie-Harris:

No, it hasn't. But in speaking with the Police Chief I thought that we had passed an ordinance locally that prohibited gun hunting east of Sheridan Road. And so it was only bow hunting, and the Chief was okay with the bow hunting east of Sheridan Road. So that was my understanding as to how this was left that bow hunting was allowed east of Sheridan Road but no gun hunting.

Stephanie Judge:

That would be great.

Jean Werbie-Harris:

And I can confirm that, but I thought that's how we had left it two or three years ago. But I can follow up.

Jim Bandura:

Jean, Mike mentioned deed restrictions. How would that affect -- I mean can it override the State say so?

Jean Werbie-Harris:

The deed restriction would have to be placed voluntarily by the landowner on the property, not by the Village.

Jim Bandura:

But it could be done, though, right?

Jean Werbie-Harris:

Well, I think Stephanie was saying she legally can't do that through her organization because of where her contributions and donations and things come from.

Stephanie Judge:

[Inaudible] are grant contracts.

Jean Werbie-Harris:

But the Village can do it with respect to where we prohibit gun hunting and that, in fact, is what I thought we did. And I can confirm that with the Police Chief.

Jim Bandura:

Okay.

Michael Serpe:

Any other comments or questions? Okay, we'll take Item D first. That's the Plan Commission recommendation of 19-03.

Jim Bandura:

Recommend approval.

Deb Skarda:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECOND BY DEB SKARDA FOR APPROVAL OF RESOLUTION 19-03. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. And Item E is the consideration of Plan Commission Resolution 19-04. What's your pleasure?

Wayne Koessl:

Move approval, Chairman.

Jim Bandura:

Second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECOND BY JIM BANDURA FOR APPROVAL OF 19-04. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

Mike Pollocoff:

No.

Michael Serpe:

You're against?

Mike Pollocoff:

Yeah.

Michael Serpe:

One against.

Michael Serpe:

MOTION MADE BY DEB SKARDA AND SECOND BY WAYNE KOESSL FOR APPROVAL OF ZONING MAP AMENDMENTS. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

7. ADJOURN.

Deb Skarda:

So moved.

Wayne Koessl:

Second.

Michael Serpe:

Motion made and seconded to adjourn. All those in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

Meeting Adjourned: 7:35 p.m.

PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
January 28, 2019

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on January 28, 2019. Those in attendance were Michael Serpe; Deb Skarda; Jim Bandura; Judy Juliana; Bill Stoebig; John Skalbeck (Alternative #1); and Brock Williamson (Alternate #2). Mike Pollocoff and Wayne Koessl were excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Peggy Herrick, Assistant Village Planner and Zoning Administrator; and Aaron Kramer, Deputy Planner and Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CORRESPONDENCE.

4. CITIZEN COMMENTS.

Michael Serpe:

Every item on the agenda tonight is a public hearing. So if there's something that you wish to address this Commission on you can wait until that item is called. But if there's anything else that anyone wishes to speak that's not on the agenda now would be your time to address this Commission. We'd ask that you give your name and address when you approach the microphone. And whoever talks tonight please talk close to the microphone so everybody can be heard with their comments so we can properly record it. Anybody wishing to speak? Anybody wishing to speak? We'll close citizen comments.

5. NEW BUSINESS:

A. PUBLIC HEARING AND CONSIDERATION OF A MASTER CONCEPTUAL PLAN for the request of Mark D. Eberle, P.E. with Nielsen & Barber on the behalf of Branko Tupanjac, owner of the vacant properties at 7821 120th Avenue for the development of two commercial buildings and associated site improvements. The northern lot is proposed to be developed as a Hyatt Place hotel with a banquet hall and restaurant. The southern property is proposed to be developed as the Kings and Convicts brewery with a restaurant; brew house, cellar tanks and packaging area; game rooms; private lounges; and meeting areas.

Jean Werbie-Harris:

Trustee Serpe and members of the Plan Commission and the audience, Item A is public hearing and consideration of a Master Conceptual Plan, and this is at the request of Mark Eberle, P.E., with Nielsen Madsen & Barber on the behalf of Branko Tupanjac, owner of the vacant properties

at 7821 120th Avenue for the development of two commercial buildings and associated site improvements. The northern lot is proposed to be developed as a Hyatt Place Hotel or other similar franchise with a banquet hall and restaurant. The southern property is proposed to be developed as the Kings & Convicts Brewery with a restaurant, brew house, cellar tanks and packaging area, game rooms, private lounges, and meeting areas.

The developer is requesting then approval of a Master Conceptual Plan, and this is for the development of the 7.4 acres of vacant land south of State Trunk Highway 50 on the east side of 120th Avenue known as the East Frontage Road. This is for a commercial and manufacturing development of a hotel/conference facility and a brewery. The 5.7 acre site combined with the adjacent 1.7 acre site, which is currently being purchased from the Wisconsin DOT, is proposed to be developed with a Hyatt Place Hotel or similar franchise and a Kings & Convicts Brewing Company.

With respect to the hotel, the hotel is planned to have 124 rooms with an 8,214 square foot private suite area with three rooms on the fifth floor. The main floor of the hotel will include a lobby and reception area, restaurant and bar area, banquet and meeting rooms, kitchen and pool area. Additional banquet facilities with a terrace area will also be located on the fifth floor. Pursuant to the application it is anticipated that the hotel will employ I think he said about 20 employees, but that does not include the restaurant, the banquet facilities or any other additional employees that may be needed. Again, it's important to note that we are presenting a concept plan that's showing both the hotel complex and the brewery, but at this time we are focusing more on the Kings & Convicts Brewery with respect to the details for the project.

So the Kings & Convicts Brewery, the name Kings & Convicts derives from the two founder's heritage, an Englishman the King and an Australian the Convict who reside on the shores of Lake Michigan with access to some of the best brewing water in the world, in a town that has a rich immigrant history with an undercurrent of anti-authority and the love of the scoundrel. The foundation for the brand's personality is the love of great beer, a fun anti-authority approach to marketing and the rich immigrant tapestry of the U.S., England and Australia. Great liquid and a great story with beers that appeal to the growing craft beer market.

The brand name represents who they are, it is memorable and it is different. This brand name enables growth outside of local markets with the ultimate goal to expand the brand regionally, then ultimately nationwide and internationally. The history and the beer styles translate across the U.S. and will flourish in Australia, the U.K., New Zealand and Asia. The beer names capture a sense of American, English and Australian history that provides a deep well from which to draw in terms of marketing and beer styles.

The new brewery, taproom and patio, event center and brig will ensure that the essence of the brand is enhanced and carried throughout the customer experience. The exterior building will highlight the rich history of Kings sending Convicts to Australia. The exterior landscape at the back of the building will incorporate natural prairie grasslands of the region. The interior design will ensure that the brewery is always on display, that the experience is real and that the space is appealing and comfortable, yet rugged. The brew house and cellar tanks will be visible from the I-94 on the west side of the property through the large arched windows and the taproom, restaurant and event space which will face east and overlook the natural areas of the Kilbourn ditch and association wetlands and Des Plaines floodplain.

For the brewery, the automated brew house will be the focal point situated behind the taproom bar with the towering fermenters standing immediately behind holding the attention of patrons. The fermentation tanks will be on display internally and externally, glazed walls and lights highlighting the stainless steel. Kings & Convicts Brewing Company is investing in a brand new state of the art brew house and cellar. This $2 million system is being designed and manufactured in Wisconsin by QTS Tanks. They will be brewing a range of ales, lagers and pilsners for sale in the taproom and via distribution into Wisconsin and the Midwest.

The taproom, the taproom will have several key sections, including a bar area with high tops and bar seating, dining area with classic table seating, communal picnic table seating, a lounge area with more relaxed comfortable seating, and a patio with fire pits, outdoor seating and family seating area. The food, class American fare served by the kitchen including burgers, tacos and pizza. An outdoor BBQ and smoke pit will be on the patio, adjacent to the taproom. Aussie Meat Pies and English Fish and Chips will be available periodically.

The event center, a 250 capacity event center on the second floor overlooking the Des Plaines River and adjoining the taproom. The brig is a 50 person capacity room adjacent to the taproom that has access to the fermentation area with a brewing focused feel will be a feature of the brig aimed at the corporate and smaller events. This room will be capable of holding smaller gatherings that is more private yet retains the essence of the brewing experience. Hours, brewery operations will be will approximately be from 5:00 a.m. to 5:00 p.m. Monday through Friday. The taproom will be open from 11:00 a.m. to 12:00 a.m. seven days a week.

Estimated daily truck trips, brewery operations will require the delivery of goods and ingredients and the removal of finished product and waste products. The taproom and event space will require food deliveries. In total it is anticipated that truck trips will average about four or six per day under their full operation. Under employment, in the production area they will have between 13 and 25 full and part time staff. The taproom, kitchen and event space will generate 70 to 90 full and part-time jobs for a total of 83 to 115 jobs on site.

Type of materials and equipment to be stored on site, raw materials for the production and packaging of their beers includes:

- Ingredients: hops, grains and yeasts
- Packaging materials: cans, trays and kegs
- Cleaning materials for their equipment
- Productions materials such carbon dioxide tanks and oxygen tanks.

On site equipment includes:

- Brewing equipment,
- Cellar tanks for fermentation,
- Canning and kegging lines for packaging our finished goods,
- CO2 and O2 tanks,
- Forklifts.

The taproom will have a kitchen with ingredients dedicated to cold and dry storage areas. The primary solid waste from the production of beer is spent grain. They will be installing a spent grain silo to capture 100 percent of the grain used in production. This grain will be physically removed from site and used as feed for local farms. Yeast and hops are the two solid waste products and will both be disposed of offsite again with local farmers and organic recycling providers. Their primary objective with water is reuse and recycling. They will have several systems in place to capture water used in the brewing and cleaning of their tanks. The remaining water waste will be routed into the sewer system.

Village liquor licenses for selling or consuming alcohol will be required for each use. In addition, State of Wisconsin Department of Revenue permits for the brewery and wholesale sales of the beer will also be required.

Now with respect to site access and parking as seen on the slide, although the hotel and brewery sites may be subdivided into two parcels, they will share common access, parking and will be developed as a unified development. Two access points will be provided to the development from 120th Avenue or the East Frontage Road as allowed and permitted by the Wisconsin DOT. A Transportation Impact Analysis or TIA is in process. And they actually as of yesterday they just agreed on trip generation formulas with the DOT, and the formal submittal of the TIA is going into the DOT tomorrow. All required off-site improvements to 120th Avenue will be outlined in a Memorandum of Understanding known as an MOU between Wisconsin DOT and the Village. The developer will have a corresponding agreement with the Village to financially guarantee the construction of the 120th Avenue improvements.

Cross-access will be provided between and through the properties. The entire site provides for 492 parking spaces including 16 handicapped accessible parking spaces. Parking allocated to the brewery building is 114 parking spaces including 8 handicapped accessible spaces, and the parking allocated to the hotel is 376 parking spaces. The amount of parking is still being further evaluated to make sure that there is adequate on-site parking. If for some reason we have a final determination as we get through the final and site and operational planning that any additional parking is needed, the staff will be working with them to evaluate whether or not any underground parking is available or visible or possible I should say for the hotel.

For municipal services, public sanitary sewer and water will be required to be extended to serve this development in 120th Avenue. The developer will be responsible to pay for their fair share to utilize the Chateau Lift Station in the amount of $23,546.26. There's a Village engineer memo that addresses this. This will be required to be paid prior to issuance of building permits. In addition, the Wisconsin DOT will require additional roadway improvements within the frontage road. The Village will draft the required Development Agreement to be entered into that sets forth the required public and private improvements and outlines the financial security including the above noted lift station fee to ensure that all the work is completed.

A Certified Survey Map will be required to show any land division, any additional right-of-way and any easements, dedications and restrictive covenants. The CSM shall be a minimum showing all of the following easements and other noted items. And, again, as you know I typically draft that language once we get a little bit further with respect to the detailed engineering and CSM plans. And that includes stormwater drainage, retention basin, access and maintenance easement areas, signage, access and maintenance areas, dedicated ingress-egress, cross-access, cross-

parking maintenance areas, dedicated wetland preservation and protection areas, as well as dedicated general utility areas.

A Comprehensive Land Use Map Amendment will be required to correctly show the location of any wetlands on the properties. Zoning Map and Text Amendments will be required to create the required Planned Development or PD ordinance and to rezone any wetlands into the C-1, Lowland Resource Conservancy District. All of the wetlands have been delineated on the properties already. The PD Ordinance will allow the Village to create an ordinance that outlines the specific uses and requirements for the development.

Under their Site and Operational Plans they will be required for each individual building that includes the site plans, drainage and grading plans, building plans, landscape plans, industrial waste survey, signage and any other plans and documents pursuant to the Site and Operational Plan requirements of the Village Ordinance.

Each building will also be required to comply with the Village's Digital Security Imaging System or DSIS system pursuant to Chapter 410 of our ordinance. Site and Operational Plans will need to be identical to the State approved plans when we get to that point. Further discussion is warranted to determine whether or not they are going to do a preliminary site and operational plan then a final in order to begin mass grading earlier than obtaining their building permit for the site. In addition, prior to issuance of any permits an Airport Overlay Site Plan Review approval from the City of Kenosha is required because of their proximity or distance to the Kenosha Regional Airport.

So with that are we doing the video first? I could introduce the guys from Kings and Convicts to add some addition flare for their presentation regarding the brewery and the concept. We also have a video that they would like to show you. So maybe we'll start with the video.

Michael Serpe:

We have a representative? Please. Just name and address for the record.

Brendan Watters:

Brendan Watters, address 1071 Valley Road in Lake Forest.

Chris Bradley:

Chris Bradley, 688 Buena Road, Lake Forest.

Brendan Watters:

So part of what we wanted to do here was have a building that represented from the roadway you can see all the tanks. So when you're driving by, you come up it makes a statement. It makes a statement about the brand, but it also has some design aspects in this that are reflective also of the old gunpowder factory. So when you're going to be inside this it will be an industrial feel but a warm feel, somewhere that you can come and stay and enjoy having a beer and having something to eat. But we wanted to make an impact from the exterior so that it's a destination.

I think the other part to this for us also is having access, great access of the interstate but also off of State Highway 50, somewhere that it's easy in and out and it's easy for locals to get to. But also when people drive by when you're going up and down I-94 people will understand that this is Pleasant Prairie's brewery. And while there are other good breweries around, and we know a lot of them around Kenosha and up from Milwaukee down to Chicago, we wanted to do things a little bit differently. So there's not a lot like this around, and this is not something new. We've based a lot of the design elements of this from some of the really good breweries that we've seen out in California, in Minnesota and in Texas. And we decided that if we're going to do this we're going to do it big.

Michael Serpe:

A very unique design. Can a convict get a job there?

Brendan Watters:

We'll have to think about that one. So the convicts elements, I'll bring in some convicts, but we'll make sure they're all under control. So this is just some of the conceptual drawings and some of what we'll see in the taproom itself. Part of this that what we wanted to do is have separate areas that people can come and enjoy it and some of the local community can come and have someplace that's separate. But one of the things that's driven us nuts about the small place we have at the moment at some of the other breweries is we never want to have the taproom shut down for people to come and have time to sit down and enjoy a beer. Sometimes when you have these events you lock down the whole taproom, and that means it's only for private events.

Everything that we've done here in trying to design this is to have separate areas that through all seasons locals and guests can come in and enjoy some good barbeque and a good beer and watch things that are going on. But that doesn't preclude from renting out some of the space and having some corporate events or whatever we want to do in there. So it's going to be a multi-use facility. But what we really wanted to do is make sure that the brewing is always on display so that it is a true destination to come and see how beer is made.

Michael Serpe:

What is your comparison food to beverage, what is it, do you have an idea?

Brendan Watters:

You mean split in terms of revenue?

Michael Serpe:

Yeah, more food than beverage?

Brendan Watters:

It will be more food than beverage. Again, this is a brewery that we'll distribute outside of. People can take to go so there will be a retail area there. But there will likely be more food than beverage.

Michael Serpe:

Okay. Anything else?

Brendan Watters:

No, unless there are other questions?

Bill Stoebig:

Is this the first in your development of Kings & Convicts, or is this a part of a chain?

Brendan Watters:

We have a small one. Our first one is actually in Highwood, Illinois so just on the lake down there with access to the water. So the water is a big deal for us having access to Lake Michigan water. And so we have the first one, and it's a production brewery but smaller and a very tiny taproom. And so that was always one of our first goals is to get it up and going, start developing the brand, developing the recipes, getting it out there into the market. And then we've spent the better part of the last 9 months, 12 months trying to find the right spot. And the right spot found us.

Jim Bandura:

You mentioned the powder plant. What are you going to do to highlight that on the interior?

Brendan Watters:

So inside there's going to be stories. So a little bit with Kings & Convicts we believe that every beer tells a story. Every single one of our beers tells a story about English sending convicts to Australia or some of the undercurrent of anti-authority thugs that are here in the United States. We plan on also telling stories on the wall with murals as well as tours. So we're going to have tours all the time that go and tell the story of beer, of Kings & Convicts and our location. It just so happens that the powder plant also has some design elements of all wood and all industrial looks. So we plan on telling the story of the powder plant in this as well.

Deb Skarda:

Will your private events be able to hold a wedding reception?

Brendan Watters:

Yes, yes.

Michael Serpe:

Jean, do you have anything else?

Jean Werbie-Harris:

I don't think so at this point. I mean we're at the Conceptual Plan stage at this point. So we are working through lots of details with them at this point. So they are looking for a positive direction from the Plan Commission and the Board that everyone agrees that this is a good use for this location. Again, if you look at the drawing that Peggy just put up, all of the land to the east of this facility basically is part of the Des Planes River Conservancy. And you can see the curve in the road as that turns into 118th Avenue as it goes north towards Highway 50. And there is a single family home currently immediately to the south. And then after that it's conservancy land as well. Again, this is all part of the original powder plant land area. And a lot of the land that's immediately adjacent was donated to the Village of Pleasant Prairie, 200 or 300 acres that were donated several years ago. And so there's a large conservancy between here and then the nearest subdivision which are Chateau and River Oaks to the east.

Jim Bandura:

Jean, just a quick question. The parcel that's on the north side of the curve is that going with this?

Jean Werbie-Harris:

So where their parking lot is located?

Jim Bandura:

Right, the north side of the curve.

Jean Werbie-Harris:

No, that's going to be owned and retained by the Wisconsin DOT. It's primarily all floodplain/wetland.

Jim Bandura:

Okay.

Michael Serpe:

You want to open this up, Jean, you ready? Okay, this is a matter for public hearing. Anybody wishing to speak? Anybody wishing to speak? We'll close the public hearing and open it up to comments and questions if you have any others from the Commission.

Jim Bandura:

I've got a question to Matt. Isn't that the lift station -- from there to the lift station how far is that? Is that really going to work?

Matt Fineour:

Actually the lift station that this sewage will go through is the lift station in Chateau right there. There's a sanitary sewer that goes across that environmental corridor, so it goes across the creek and out to the frontage road kind of I'd say just south of the development by Highway 50. And they will be taking that south as much as they can. And actually it looks like a conflict with the pipes. They will be taking their sewage with either a grinder pump or sanitary sewer and taking to that existing sanitary sewer line that goes to the lift station.

Jim Bandura:

So you are going to cross the creek there then?

Matt Fineour:

There is a sanitary sewer that already crosses the creek.

Michael Serpe:

Anybody else? What's your pleasure?

Jim Bandura:

If there aren't any questions from the Commission I recommend approval.

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECONDED BY JUDY JULIANA FOR APPROVAL OF THE MASTER CONCEPTUAL PLAN. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Looking forward to this, a very interesting project. Thank you.

B. PUBLIC HEARING AND CONSIDERATION OF A MASTER CONCEPTUAL PLAN for the request of Kevin Risch with Clark Dietz, Inc. agent, on behalf of Prairie Holdings LLC, owner of the vacant property east of 9201 Wilmot Road. The property is located within the M-1, Limited Manufacturing District and is proposed to be subdivided for the development of three limited use industrial related buildings and associated site improvements. Lot 2 is proposed to be developed as Extra Space Storage building, the other two properties have no proposed users at this time, but are shown as potential building sites.

Jean Werbie-Harris:

Item B is the consideration of a Master Conceptual Plan for the request of Kevin Risch with Clark Dietz, agent, on behalf of Prairie Holdings, LLC, owner of the vacant property east of 9201 Wilmot Road. The property is located within the M-1, Limited Manufacturing District, and is proposed to be subdivided for the development of three limited use industrial related buildings and associated site improvements. Lot 2 is proposed to be developed as Extra Space Storage building. The other two properties have no proposed users at this time but are shown as potential building sites. And as you can see the large building on the site that is 9201 Wilmot Road, so this is actually to the north/northeast. And that is at the intersection of Highway C and Highway H on the west side of the Village.

The developer is requesting approval of a Master Conceptual Plan for the development of the vacant 17.6 acres of land located east of 9201 Wilmot Road at the southwest corner of H and C for a limited manufacturing development. The property is zoned M-1, Limited Manufacturing, and is proposed to be subdivided into three parcels for limited use industrial buildings and associated improvements. Lot 2 is proposed to be developed, and that is the secondary purpose of the request this evening is to show you the Extra Space Storage building which is an indoor climate controlled building. The two other properties have no proposed users at this time, but are shown as potential building site areas.

On October 2, 2017, the Village approved a Certified Survey Map and associated Memorandum of Understanding, an MOU, for the owner to subdivide the property so that the existing 9201 Wilmot Road building would remain on one property and the vacant land to the east could be located on a separate property. The owner has removed a large unused parking lot to the east of the building and installed the required storm water retention system and other site improvements for the existing industrial development. It was the intent of the developer that the remaining vacant land with a private driveway access to Fire Station #2 would be further developed for light industrial purposes.

So if you're looking at the Master Conceptual Plan now it's kind of turned a little bit. So on the very north end is the 9201 Wilmot building, the Lot 2 is what we're going to be getting into a little bit more detail about tonight, and that's the extra space storage. And then Lot 1, Lot 3 are the proposed new buildings. And then Fire Station #2 exists adjacent to 88th Avenue.

To the west of the vacant building is an existing 22.34 acre property with a 385,000 square foot industrial building being used primarily for warehousing and storage. To the east is Fire Station #2. On the east side of 88th Avenue is the southern entrance to Westwood Mobile Home Park, a few scattered single family homes and the Hidden Oak Apartments. To the north along C are single family residential homes and the Pleasant Prairie Elementary School, and to the south is Kenosha Grounds Care.

This vacant land is proposed to be further subdivided as indicated into three parcels, and these would be zoned M-1, Limited Manufacturing Zoning District.

- Lot 1 is proposed to be 3.7 acres and could be developed with a 14,112 square building. At this time no proposed user has been identified, but the property has been laid out for this potential type of light industrial development, again, to give everyone an idea of what could develop if it does develop on the property.

- Lot 2 is proposed to be 6.2 acres for the development of a 127,000 square foot warehouse building proposed to be occupied by Extra Space Storage. Again, it's a climate controlled basically mini-storage building.

- Lot 3 is proposed to be 7.7 acres and could be developed with a 43,500 square building. No user has been identified for this property but, again, it's been laid out for light industrial development.

The lots will not have any direct driveway access to Highway or Highway C. They will have direct through private access -- they will have access through private roadways that will connect to H and C. The primary access will be through an existing north/south private drive that currently services the needs of the fire station. So you can see on the arrows that there's one access off of Wilmot Road, and then the other access is off of 88th Avenue which is Highway H. So that which Peggy just highlighted in yellow that is like the main private roadway that connects everyone and gets access to all the lots including the fire station as a secondary access.

The private roadway will connect with an east/west private road that will connect to the existing access on the property to the west which has an access to C as well. So what Peggy's just outlined is that there is a western access in yellow, and then again that connects up to C. And then privately there is a drive that connects to the east as well that goes to the Village's water tower that's on that location as well. All the private roadways on this vacant land area will be reconstructed with curb and gutter, paving, storm sewer drainage systems, roadway lighting all to service the three lots while continuing to service the fire station.

All buildings will be required to connect to municipal water and sewer within the adjacent private streets. The development of the property will also require the installation of two additional retention basins to ensure that adequate stormwater management is being provided for the development. The developer intends to grade the properties, construct the stormwater basins and

install all stormwater improvements and sewer and water improvements associated with the private roadways. So he's trying to get these sites all pad ready.

The Village will draft an addendum to the existing MOU for the remaining site improvements which, again, includes private roads, street lights, grading and storm basins and will require additional financial security be provided to ensure that these improvements are completed. Upon approval of the Master Conceptual Plan, detailed site development plans, a revised CSM and documents to vacate any existing easements that are no longer needed will need to be submitted for review and approval so an addendum can be drafted and the CSM can be finalized. The Certified Survey Map, easement vacation documents and the MOU addendum will be considered by the Plan Commission and the Village Board at the same time at a subsequent meeting.

There are some wetlands within Lot 3 that have been determined by the Wisconsin DNR to be artificial wetlands pursuant to their letter that's attached dated August 8, 2018. The petitioner is waiting for confirmation from the Army Corps of Engineers to determine whether or not they'll be taking jurisdiction. Or they could also apply for fill permits from the Army Corps of Engineers. Prior to any grading of the site all required approvals from the Army Corps shall be obtained and submitted to the Village. A Comprehensive Land Use Map Amendment and Zoning Map Amendment will be required to correctly show the location of any wetlands that will remain on the properties.

So on Lot 2 the proposed use for conceptual purposes will be identified as Extra Space Storage. And Lot 2 is proposed to be sold and the Extra Space Storage facility is proposed to be constructed. The storage building will be approximately a 127,000 square foot building. Within the building will be a 1,000 square foot office area and climate controlled storage units. And their variety in size is shown on the screen. It might be a little hard to read, but they will be from 5 by 5 feet to the largest which is 30 by 10. So 25 feet to 300 square feet in area.

All storage units are located inside the climate controlled building. All persons and businesses that may rent a storage unit would access the building in their vehicle through an overhead door on the north side of the building. Upon entering, the overhead garage door will close, and the customer would continue to drive through the large center aisle to the appropriate storage aisle to unload or retrieve items from their units and exit the building on the south. So what this means is that there's no access to the storage units from the outside of the building.

The building and the site is monitored with camera systems, and the exterior of the site will be monitored pursuant to the Village's Security Ordinance with a DSIS or the Digital Security Imaging System pursuant to Chapter 410 of the Municipal Code. The pre-cast panel building will provide for windows and a metal entry feature at the main office entry and by the required exterior man door fire exits from the building. Additional architectural details have been provided. I'm not sure if they're all included on these photos, but they've started to provide some additional details for us for the building. The facility will employ one to two full-time employees and would expect about ten trips from their customers a day. A total of 11 parking spaces including one accessible parking space will be provided adjacent to the office area of the building which is adjacent to Highway C.

With respect to Site and Operational Plans, they will be required for each individual building that includes site plans, drainage, grading, building, landscape, signage plans and all other plans as

required by the Site and Operational Plan provisions. Further discussion is also warranted with this development. I'm not sure if they're going to do it in two steps bringing a Preliminary Site and Operational Plan first and then a final. Again, oftentimes businesses bring the preliminary along with the details civil plans, grading plans, building footprint plans in order to begin mass grading to take advantage of a spring start and installation of underground site utilities and footing and foundation. But that's going to be up to the petitioner to determine whether or not they want to complete the improvements -- some of the improvements completed prior to submitting for building permits.

Either way, an addendum to the MOU does need to be prepared, needs to be detailed. We do need to have financial security, and we need to have all those details in place along with the schedule of when the work is going to be completed so that the Village can determine exactly how far Extra Space Storage can go prior to work being developed on their site. Because we need to have municipal sanitary sewer and water connections and roadway connections to their site for them to be able to adequately construct on the site.

So with that this is a public hearing. I'd like to introduce the Extra Space Storage or the developer of the property or the engineer, whoever would like to come up to make a further presentation with respect to the site. Again, the staff has vetted this out from a overreaching large scale conceptual standpoint because there are potentials for three other lots to be created. We have been in constant communication with the fire department and the Fire Chief to make sure that anything that is done here will not compromise anything that we have going on with respect to being able to provide fire protection. So we will be working continually with them to make sure that there's always adequate access in and out of the fire station from that private road. So with that I'm not sure who of the petitioner would like to come up to make part of a presentation or answer any questions first.

Michael Serpe:

And we'll need your name and address for the record as well.

Kevin Risch:

Good evening. My name is Kevin Risch. I reside at 8308 47th Avenue here in Pleasant Prairie.

Bruno Haney:

And I am Bruno Haney. My wife and I Lori she's in the audience here. We reside at 12138 North River road in Mequon, Wisconsin. We're the owners and developers.

Rich Pipek [phonetic]:

Rich Pipek, 4423 North Morris Boulevard in Shorewood, Wisconsin. I'm the architect working with the developer for the Extra Space Storage.

Kevin Risch:

I am the engineer on record for the facility at hand. All three sites are planned to be mass graded at the same time. Clark Dietz prepared the grading and roadway plans for all three of the sites as well as the site to the west, the large facility where we incorporated two retention ponds as part of that site. Where the existing site is right now, Lot 2, that was a ginormous parking lot that was dilapidated. The owner at the wish of the staff removed it and then replaced it with engineered fill for the expectation that this was going to be further developed. So most of the material that we took out for the retention ponds was retained onsite. We re-utilized the material for future years.

And the same thing is going to be done with this facility. The pond that's at the corner by the roundabout as well as the pond by Lot 3 both those ponds will be dug at the same time. At least that's the intent. And then all material that's being removed from there is going to remain onsite. We have very little haul material that's going to come offsite if we mass grade it all together.

At the same time as Jean already alluded to we plan on putting all the stormwater required pipe in the roadways in advance of Lot 3, Lot 1 and Lot 2. Overall the intent is to try to coincide the mass grading submittal with probably preliminary or maybe 60 percent plans for the Extra Space Storage so that the owner can take advantage of the mass grading contractor to do his underground work, put his underground pipes in at the same time for cost savings.

The unique thing about the Lot 2 Extra Space Storage you'll probably take note there are no retention ponds on that facility. The way we designed that facility is we took all the stormwater off of that property via roof drains into stormwater through, and that will reach the Lot 1 retention pond. We needed two lots of retention ponds because of the site topography and elevations. So primarily the south pond by Lot 3 will be used primary by that site. The other two are going to be utilizing the one that's near the roundabout. So that is the intent is to get approval for this Master Conceptual Plan so that we can develop final plans for the roadway and mass grading at the same time that the owner of Lot 2 moves through his renderings and required plans for city development.

Michael Serpe:

Jean, anything else before we open it up? This is a matter for public hearing. Anybody wishing to speak? Anybody wishing to speak? We'll close the public -- Jean?

Jean Werbie-Harris:

I do have a letter that I received that they would like to have me read into the public record as part of the public hearing comments. And it was received by the staff on January 23, 2019. Dear members of the Pleasant Prairie Plan Commission, my name is Andrew Yule, and I live at 9100 Wilmot Road. I am unable to attend tonight's meeting regarding the proposed self-storage warehouse across from my house on Highway C. I was informed that letters will be read at the meeting, and I would like to express my concerns with the proposed warehouse. I've been a resident of Pleasant Prairie since 1996, and my wife has been living in this house for the past 42 years. We purchased her parents' home 17 years ago when they purchased it in 1970.

When we bought the house it was farmland and residential all the way down Highway C, then Tri- Clover building was built in 1973. I know the current Planning Commission did not have anything to do with it being there, but they do have some control and guidance with respect to development around it. All will admit the Tri-Clover building is out of place with the Village's master plan. And I remember of all the talks of wanting it torn down for residential development. It is residential on both sides of Highway H and all the way down Wilmot Road to the interstate.

The Village has tried to keep this a similar residential county road and has banned semi traffic from the Tri-Clover building west on C. With the renovation of the Tri-Clover building semi traffic has greatly expanded allowed to be used from the east, but they still sneak down Wilmot from the interstate occasionally. There has been much done to the property by the new owners, and the landscaping does look better but now they are proposing a warehouse. One was bad enough so now let's build three more.

If you look at the proposal of Lot 2 which is supposed to be developed first, the square footage of the building takes almost the entire property. Very little grass and landscaping and no retention pond for runoff and closer to the road than its warehouse neighbor to the west. Lots 1 and 3 have much smaller building footprint compared to the lot with more landscaping and retention areas. These buildings at this time are only proposals.

I'm asking the Commission to please understand while a building like this may be a good addition to the Village, it's not across from your house, and it's not that you will see your property value decrease. It's not you will get to look out at a 127,000 square foot green trimmed storage warehouse. And it's not that you have to put up with the difficulties in leaving your driveway due to increased traffic. It's already dangerous to walk out and get your mail.

If this proposal was across from River Oaks or Prairie Ridge it wouldn't probably be approved. Please consider a smaller building, more landscaping and a bigger berm with no green neon trim. Please consider the residents of the Village that have to live across from the warehouse. Thank you for your time, Andrew Yule and family.

So I'd like to have the petitioner respond to this. A couple of things that I do need to make the Plan Commissioners aware of and I think most of you know that at one point this area was supposed to be Pleasant Prairie's industrial park. So when Tri-Clover went in in '73 and expansions in '78, really this area back in '84 was all put into a manufacturing district. So we did not take that manufacturing zoning away in 2010 with the Comprehensive Plan because it was vested to that property. So it is a limited or light manufacturing area.

But what I can say is this is a min-storage facility. It's not an exterior accessed facility, it's an inside facility. They will have very, very, very little traffic, very little truck traffic because unless you're moving -- I mean you could rent a 300 square foot unit, but you actually have to come in through a garage door, the door shuts behind you. So it's not like there will be a lot of traffic generated because storage units typically are not visited every day, every week, every month, and sometimes not every year I mean depending on what people are storing there.

And so when the staff saw this particular use there are a lot of residents in this area, a lot of businesses, there are people who live in apartments in this area, so a lot of people could use some extra storage. And out of all the other mini-storage products that we have seen recently with

respect to having all the doors on the outside and having to do a lot of additional fencing and so on and so forth, we welcomed an opportunity to work with one that was a little bit more considerate to the abutting neighborhood and the amount of traffic that could be coming to a particular site.

So I don't know if the owners -- we are still working with them with respect so some design elements and things like that for this particular site. But, again, it's not intended to be a high truck traffic, traffic generating use with a lot of bright lights or anything like that. Inside the facility it will be very bright, but not on the exterior of the facility. And it's a service that could be used by the local residents and businesses.

Michael Serpe:

Anything to add on that?

Kevin Risch:

I think Jean is right. The building has very, very little traffic. There's a manager and an assistant manager that are there during the day. If somebody wants a unit they typically reserve it on their smart phone or by their computer, come in, they get a pass code to enter the building. You do enter the building with high speed doors that go up very, very quickly. You drive in and they shut very quickly. And there's LED in motion lighting in there. Typically it's not when people vacate the building all of the lights go off as you exit the building. There's jazz music playing inside there. The floors are polished daily.

So this is a very, very clean business that we operated, and there is very little traffic. Typically there's the manager's car that's parked outside and that's it. Once the building is sustained it's kind of like watching grass grow, there's just not much that happens there. People come in, doors shut, they exit out the back and that's it. It's a very, very professionally run business, very quiet and very, very clean.

Michael Serpe:

Thank you.

Jim Bandura:

Just a quick one. Are you set on the lime green color?

Kevin Risch:

Yes, that's Extra Space is our third party management company, and they have just under 2,000 locations nationwide. And when people first see that they said, wow, when you look at it on the computer screen. But this will be our third facility that we've developed and are running. And actually a lot of the public and even coming back for conditional uses into some of the municipalities now that they're up and they have just raved about how nice and how nice they look. They were actually pleasantly surprised from a conceptual to an actual piece of property

developed, and they actually raved about how nice it looked in their community. And that was the Town of Grafton.

Michael Serpe:

Let me ask anybody wishing to speak? Anybody wishing to speak on this? We'll close the public hearing.

Brock Williamson:

What are your hours of operation?

Kevin Risch:

Typically -- the manager arrives at 9:30 to 7 p.m. But typically people can come in I believe at about 6 or 7 a.m., and then we're closed at 10 p.m. So we don't have any traffic at night. Everything is lowly lit. It's actually a hotel feel is the best way to describe the product.

Brock Williamson:

That's what I was going to ask so you'll go mostly dark at night? I mean safety-wise, but not like showing it off as a [inaudible].

Kevin Risch:

We are not showing off the property. It is very low lit, very soft lighting. It doesn't stand out. We're not there to advertise and get the big pops. It's their business, too, the renters, so everybody takes pride in this. The best way to describe it is really just a soft hotel feel without the traffic.

Brock Williamson:

And then how do you restrict what's stored there?

Kevin Risch:

There's contracts that the customers have to sign. So there's no motor vehicles, no paints, no hazardous material. So it's typically household goods. Or a lot of the businesses, some of the hospitals utilize our facilities also. They store some of their bedding and that type of thing in there because it is climate controlled so it's heated and air conditioned. So it's a really -- like today is a perfect day for it.

Jim Bandura:

It's going to be sprinklered, too, right?

Kevin Risch:

Yes, correct.

Deb Skarda:

What's the rent range per unit?

Kevin Risch:

It really depends for the area. Corporate sets all the prices, but for like a smaller 5 by 5 they can be as low as $29 a month up to a 10 by 30 can be several hundred dollars a month.

Deb Skarda:

I want to go back to Brock's question. I don't know, maybe Jim asked this, but the neon green is like a corporate color that you have to stay with, or can there be subtle changes in that color scheme?

Kevin Risch:

It's a standard. It's a standard across the country and, in fact, across the world. [Inaudible] that rendering probably shows it a little bit more [inaudible] than it truly is. We'll have [inaudible] show you the true color versus the [inaudible].

Deb Skarda:

I mean I'm just looking at the Pleasant Prairie sign and figure out if it's closer to the green on that or is it like --

Kevin Risch:

That's a very good example. It would be closer to the Pleasant Prairie sign. So it's very welcoming especially with the color [inaudible] almost an LED look that I'm seeing [inaudible] very bright, very choppy. Once the building is up with the colors, the tones that we have it actually is, wow, this is a beautiful building. It's not what is that? It's a gorgeous building. We have a trend so it's not a new concept. Again, I believe there's 1,700 to 2,000 locations nationwide.

Deb Skarda:

Just trying to avoid the Mr. Yuk colored theme.

Michael Serpe:

Is there another exit other than the overhead door?

Kevin Risch:

The entry would be the big high speed door, and you drive right down through the center. And you can pull off to the side so people can pass you on the inside and then you exit out the back.

Michael Serpe:

Is there any other --

Jean Werbie-Harris:

Man doors.

Michael Serpe:

-- foot traffic door that people can enter, or if the doors don't work are they able to get out?

--:

Oh, yeah, certainly there's several versions as the exits of the building. And then at the front door in the office you can go through into the office and then transition right into the warehouse from there.

Jim Bandura:

The entry doors, the roll up doors what size are they going to be?

Kevin Risch:

We're looking between like a 16 to 20 foot wide door by 14 high I believe.

Kevin Risch:

And they're high speed. So what's really interesting until you see one of these doors it's probably one of the coolest. What I like to show off is when you hit a button it's almost they're air driven so they don't go like a standard garage door and you have to sit there and wait. When you hit the button, punch in your code, the doors actually fly up as fast as you can blink. The doors go up, you drive in and the doors come right down behind you. So they're not open. There's nothing to look at inside other than polished and clean. Inside the interiors are all stark white. It's a very, very clean atmosphere that we have [inaudible].

Jim Bandura:

Where's the closest one of these facilities?

--:

I believe the closest facility might be Franklin. We don't own that one now. Gurnee.

Michael Serpe:

Anything else.

Deb Skarda:

I'm just kind of curious what you're planning as far as the landscaping. I want to take into account Mr. Yule's comments about the landscaping.

--:

I think it's kind of conceptual now, right?

Jean Werbie-Harris:

It is, in fact, conceptual. Because I've got a lot of comments in my staff comments on the color, the height variations, some painting elements, the landscaping. And they've assured me when we get to the next level, the preliminary site and operational and the final, that we will see all of those details, and hopefully we'll address a lot of the concerns with respect to the appearance. They've indicated to us that they like to over-landscape the building, and so that's what we're going to be looking for is over-landscaping.

This is going to be developed as part of a unified business development. And in doing so that's why the stormwater basin for this site -- there's three stormwater basins that are servicing these three lots. There isn't one specifically on Lot 2 because basins have a tendency to want to be in the lowest areas. So this is being developed as a unified development. But in answer to your question about the green, yes, I have some reservations and concerns. And so we have some discussions to go through with them in order to maybe tone down a little bit of that facing to the west as well as to add some additional elements knowing the proximity of where this building is located.

Deb Skarda:

Okay, thanks, Jean.

Jim Bandura:

Jean, question to the staff, the Fire Chief is okay with the circulation around the station? I know this is conceptual but --

Jean Werbie-Harris:

So it exists that way today. So when the fire department goes out on a call they go out and then they come around to the back, and then they can come down Highway C, they can come right in the back of the station. And so all the rigs are then facing east. So they use that circulation. And so that private roadway which is, again, from Wilmot Road to 88th Avenue that's the way it exists. It's been that way since the early '70s, and it works just fine for the fire department. The

key is during construction it has to be able to continue to function so they can get in and then get their rigs facing to the east on 88th Avenue.

Jim Bandura:

And he doesn't see any conflicts there?

Jean Werbie-Harris:

No, not at all. That's the way it's been operating for 40 or 50 years, and they really like the way it works especially with the bigger rigs --

Jim Bandura:

I'm just thinking of the increased traffic or whatever.

Jean Werbie-Harris:

Again, there's really not going to be much traffic at this point with the Extra Space Storage. I mean he does not feel that there's going to be any conflict.

Jim Bandura:

Without Lot 3 and 1 I see that there's some semi parking shown on outlot 3 proposed.

Jean Werbie-Harris:

He's not concerned at this point.

--:

In fact I met with him on two occasions, him and the Assistant Chief and we talked about it. He does not have any concerns. Only that the road is still maintained for their use and that we work through the construction around their emergencies.

Michael Serpe:

Any other questions? What's your pleasure?

Judy Juliana:

Move to send a favorable recommendation to the Village Board pursuant to all of the comments and questions that have been raised tonight.

Bill Stoebig:

I'll second.

Michael Serpe:

MOTION MADE BY JUDY JULIANA AND SECONDED BY BILL STOEBIG FOR APPROVAL OF THE MASTER CONCEPTUAL PLAN. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you. Items C and D will be taken together but separate action on each one.

C. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #19-05 FOR AN AMENDMENT TO THE VILLAGE COMPREHENSIVE PLAN to amend the southwest portion of the Whittier Creek Neighborhood Plan generally located north of 93rd Street and east of Old Green Bay Road.

D. PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN for the request of Dan Szczap of Bear Development LLC, agent for Creekside PP, LLC, the owner of the vacant properties north of the Creekside Crossing development and adjacent vacant properties to the west to be known as The Vista at Creekside. The development proposes 43 single family lots, one (1) two family lot, 7-20 unit apartment buildings and a clubhouse.

Jean Werbie-Harris:

As you indicated, Trustee Serpe, Items C and D will be discussed at the same time, however, separate actions are going to be required. The two items are Resolution 19-05 for an amendment to the Village's Comprehensive Plan related to an amendment to the Whittier Creek Neighborhood Plan which is north of 93rd Street and east of Old Green Bay Road. And the second is consideration of a Conceptual Plan, and these are the request of Dan Szczap of Bear Development, LLC, agent for Creekside PP, LLC. And they're the owners of the vacant properties north of the Creekside Crossing. And this area is to be known as The Vista at Creekside. The developer is proposing 43 single family lots, one two family lot and seven 20-unit apartment buildings and a clubhouse.

Specifically, the petitioner then is proposing this development. It is to be known as The Vista at Creekside which includes Tax Parcel Numbers 92-4-122-153-0070, 92-4-122-153-0080, 92-4-122-153-0090; 92-4-122-153-0092, 92-4-122-153-0727, 92-4-122-153-0728 and parcel 92-4-122-153-0729. The items are being considered for approval which include an amendment to the Comprehensive Plan which is the Whittier Creek Neighborhood Plan and a Conceptual Plan for the development.

As some background information, the Creekside Crossing condominium including 8 unit, 4 unit and 2 unit buildings and single family residential development were initially developed in several phases by Mastercraft Builders from 2005 through 2010. Portions of the development were then sold to other contractors, and units were constructed from 2010 to 2014. The original development anticipated 24 single family lots, 36 2-unit condominium buildings, 16 4-unit condominium buildings and 19 8-unit condominium buildings. All of the single family lots have since been developed and all of the condominium units with the exception of two 8-unit buildings have been built within the existing platted condominium area. The undeveloped land proposed to be developed for condominium purposes would have included a total of 158 additional condominium units. Or in this case they would have built an additional 11 8-unit buildings, 5 4-unit buildings and 25 2-unit buildings.

Due to the recession, this area had remained vacant for several years until its purchase by Creekside PP, LLC who intended to develop the vacant properties. On August 17, 2015, the Village Board conditionally approved a Conceptual Plan to develop the remaining vacant land north and west of the Creekside Subdivision and the Creekside Crossing Subdivision and the condominium development adjacent to 89th, 90th and 91st Streets, 90th Place, 62nd Avenue, and Creekside Circle. At that time they were proposing 64 single family lots and one two family lot. The developers after re-evaluation could not move forward with this single family/two family proposal due to the extreme high cost of constructing Creekside Circle and the bridge and all the public improvements, thus the plan never moved forward.

At this time a new development plan is being proposed for the remaining Creekside vacant properties which is about 58 acres and additional vacant properties, four acres on the south side of 91st Street east of Old Green Bay Road. The proposed development includes 43 single family lots, one 2 family lot and 7 20-unit apartment buildings and a clubhouse with about 31 acres of the 62 acre development site. Because of the large amount of green space and floodplain and wetland to the north and the central portion of the development there will be a large area that still remains as conservancy.

Under the Comprehensive Plan Amendment, the petitioner is requesting an amendment of a portion of the Whittier Creek Neighborhood Plan in Appendix 9-3 as a result of the development of the remainder of the Creekside Crossing development. The project now is being referred to as The Vista at Creekside. The entire Whittier Creek Neighborhood is bounded by Highway 31 or Green Bay Road on the west, 85th Street on the north, Cooper Road on the east and 93rd Street on the south. This amendment is only for a portion of the southwest corner of that neighborhood.

As a reminder, 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 an area proposed for land development, evaluating access to the land development and the feasibility of developing certain uses, lot layouts, roadways and parkways, open green spaces and preservation areas, schools, municipal facilities and municipal services to serve a neighborhood area. Again, oftentimes neighborhoods area bout a one mile to one and a half mile square area. It’s not coming down to just that particular subdivision, but it does encompass a much larger area typically bounded by public streets. The neighborhood plan sets forth a guide for future development when a willing landowner wishes to develop his land or her land.

In accordance with the Village Comprehensive Plan, the Whittier Creek Neighborhood is classified as being within a Low-Medium Density Residential land use category having lot areas that range from 12,000 to 19,000 square feet or more per dwelling unit. This range allows for some areas of the neighborhood to have larger lots while other areas to have smaller lots, and it's designed to accommodate a variety of housing types.

As land continues to be developed, the Village evaluates proposals and amendments to neighborhood plans based on other elements of the Comprehensive Plans as well. For primarily residential neighborhoods like the Whittier Creek Neighborhood, the Housing Element of the Village Comprehensive Plan is used for guidance. And, again, this Comprehensive Plan was adopted by the community in December 2009 pursuant to the State's Smart Growth Plan and initiatives at that time.

The Village's housing goal is to provide a diverse housing supply that meets the Village's future population needs. This includes homes for new residents without prejudice as well as for long-time residents whose housing requirements might have changed because of age, household growth or decline, income or disability. To meet this comprehensive planning goal several objectives are set forth in our Comprehensive Plan. I'll just go through a couple of them for you.

- Promote the provision of an adequate number of housing units and allocate sufficient land area for housing demands to accommodate current and future populations.

- To encourage a full range of housing structure types and sizes, including single-family, two-family, and multi-family in sewer service areas to provide affordable housing options for households of all income levels, ages, and special needs projected for the Village in 2035.

- Allocate sufficient land for residential development to accommodate future populations.

- To encourage new residential areas to be located in neighborhoods served by public sanitary sewer and water and contain reasonable areas for walking or biking necessary for supporting things like parks, schools and shopping. Residents should have reasonable access to employment centers, community and major shopping centers, government centers and secondary schools and higher education.

- To encourage the flexible zoning techniques to accommodate a variety of housing options. Such techniques may include, live-work units, planned unit developments known as PUDs, planned development districts known as PDDs, cluster development and conservation developments.

- To the extent practicable, residential and employment-generating land uses should be located so as to provide opportunities for living closer to work.

- Promote a range of affordable housing choices for Village residents.

- Encourage the development of life-cycle housing for Village residents.

- Promote a safe and attractive built environment within the Village.

- Residential development should be located and designed to minimize impacts to the natural resource base.

- To prevent the encroachment of incompatible land uses and minimizing adverse impacts on the environment.

The Comprehensive Plan sets forth recommendations to achieve our housing goals and objectives. Some of our recommendations include:

- To develop land use plan maps that accommodate the projected growth in population, households and employment through the design year of 2035.

- Provide sufficient housing options so all income levels in the Village can afford housing using a maximum of 30 percent of their gross household income.

- To continue to support a variety of housing types and sizes and to designate areas for single, two-family and multi-family housing and through detailed neighborhood plans.

- The Village Zoning Ordinance should continue to allow for a full range of housing types and sizes to ensure the provision of units that are affordable for households of all income levels in the Village.

- And to continue to administer and enforce the Zoning Ordinances, land division and other ordinances of the Village to implement our plan.

The proposed amendments to the Neighborhood Plan provided in the attached Plan Commission Resolution continue to support the Village's goals, objectives and recommendations to provide for a variety of affordable housing types for all residents that chose to live and work in our Village.

Under residential development in the Village, the amendments add about five acres to the residential land area in the neighborhood. Therefore approximately 350 acres of land within this particular neighborhood are proposed to be developed for residential uses.

In looking at this screen you can see that those areas that are designated in the yellow and the light brown and the dark brown those are the areas that are identified for residential purposes. Everything else in the neighborhood that is identified in light green is a conservancy area for the most part whether it's wetland or floodplain or some type of conservancy area. And the dark green areas are either woodland conservancy areas, or in this case in the south corner that's shown on this particular plan it's the Ingram Community Park that's being developed by the Village.

Within the entire neighborhood based on this amendment there is approximately 392 existing dwelling units; 258 are single family lots, and 134 are existing platted multi-family condominium units in the neighborhood as part of the Creekside Crossing Condominiums. There are also six existing multi-family condominium units on Old Green Bay Road south of Jerome Creek, and eight two-unit buildings located on Old Green Bay Road north of the Jerome Creek. There are 396 proposed dwelling units; 254 would be single family lots, one proposed duplex which is a 2-

unit, and 140 proposed multi-family rental units. This would be 7 20-unit apartment buildings, and this would provide for affordable workforce housing for those employed within the Village.

In accordance with the Village's Comprehensive Plan, the overall net density for the neighborhood is recommended to be within that Lower-Medium Density Residential land use category with the average lot area, again, between 12,000 and 18,999 square feet per dwelling unit. The variety of housing types and the sizing within this neighborhood provides a net density of 19,348 square feet per dwelling unit. So the net density with the amendment falls outside the higher range of the density. So the overall density is lower than what is required by our Comprehensive Plan.

Population projections for the neighborhood, the vacant portions of this neighborhood will not develop until the property owners wish to develop their land which makes neighborhood planning essential for the orderly growth of the community, and establishes a framework as to how development should occur, if and when it does occur. The neighborhood plan is a guide for property owners and developers; therefore, the population will increase on a very incremental basis as the neighborhood develops over time.

Population calculations at this time are based on numbers from the 2010 census information for the Village. In the Village the average number of persons per household is 2.71, and school age children between the ages of 5 and 19 make up about 22.6 percent of the population. The Village provides copies of these developments to the KUSD to assist in their long-range planning, and this is with every residential development in the Village. Pursuant to the information provided by the KUSD to the Village, 42 percent of the new dwelling units will have new students that will attend public schools.

Again, we've got quite a few single family homes that are being proposed as part of this development, and that is where a large part of the new population for students will be coming from. Current population within the neighborhood based on the current 392 dwelling units, and approximately 240 school age children with 164 children attending public school could expect to come from the development with respect to the current population. Projected population at788 dwelling units there's a potential of 483 school age children with 331 children attending public school. Again, we've been doing this now for about 30 years, and it has really come to prove to be true with respect to the percentage of children. And, again, because the growth has been incremental it's not like a big hit at one time with respect to the growth of students within the district.

The Vista at Creekside Conceptual Plan, the petitioner is requesting approval of a Conceptual Plan for The Vista at Creekside development which would include 43 single family lots which is primarily in the north central part of the development, one two family lot which is in the very northeast corner which Peggy is going to be identifying with red or yellow, with red. And then there will be 7 20-unit apartment buildings, five of which are located in the Creekside development that we have been talking about that pre-existed. And then two of them will be outside adjacent to 91st Street closer to Old Green Bay Road. In addition, there will be a clubhouse that you would pass as you enter off of Old Green Bay Road on 91st Street into the development. In addition, 31 acres of the 61 acres of the development site will remain as open space.

For the single family lots, the 43 single family lots range in size from 12,721 square feet to 25,694 square feet per lot. The average lot size is greater than a third of an acre. It's at 16,475 square feet. All lots would be a minimum of 12,500, they'll have a minimum of 80 feet of frontage which could be reduced on a cul-de-sac or curve. All lots will have the minimum depth of 125 feet. A majority of the lots for single family abut up to open space, retention basins, wetlands or floodplains. It's proposed that the homes will range from about $400,000 to $525,000 and would be comparable to the Arbor Ridge Subdivision that's currently under construction by the petitioner in Prairie Ridge. That new development is just south of the Froedtert South main hospital which is adjacent to apartment buildings and senior apartment buildings.

The two family lot, the petitioner is proposing to create one additional two family lot, and that would be as Peggy noted and as shown in white, one two family lot that would be right at the end of where the other existing two family condominiums are located. This duplex will include two ranch-style units that are similar to the existing adjacent two unit buildings.

With respect to the multi-family buildings, again, this Conceptual Plan provides for two different apartment building areas with a clubhouse for a total of 140 units. Each of the apartment buildings provides for 8 units on the first floor and 12 units on the second floor, and they will range in size from 713 square feet which is one bedroom to 1,325 square feet with 8 units in each building having an attached garage.

All units are considered condominium-style in that all units will have individual entries, no common hallways. They'll have their entries from the exterior of the building, no shared entrances. Revised elevations have been submitted and are attached in your packets, and Peggy is showing them up on the front that show a variety of building materials but primarily stone, brick and Hardie Board with a variety of grey and blue tone colors. When the developer makes his presentation he will have the materials and other documents to show you.

Each building provides a variety of options including one bedroom with one bath, there will be 11 of those, one two bedroom with one bath, six two bedroom two bath, and two three bedroom with two bath options. So, again, there's a lot of different options and varieties of unit sizes within the building. The entire multi-family development will include 77 one bedroom units, 49 two bedroom units and 14 three bedroom units. The rents, again, go from the one bedrooms will range from $700 to $970, the two bedrooms between $840 to $1,175, and the three bedrooms between $970 and $1,425.

Pursuant to the applicant, these rental rates are in-line with market rate rents. The petitioner has submitted and has successfully received an award of Housing Tax Credits to fund a portion of the development for Workforce Housing. There are many types of tax credits used to construct a variety of housing types. The Housing Tax Credits awarded to this project are not for low income housing. These are for Workforce Housing, and there is a difference. Low income housing typically serves area median incomes at or about the 30 percent area median income. The housing development being proposed is not low income. It is income restricted as Workforce Housing that provides for rental rates that are very similar to the current market rate area rents.

Workforce Housing is designed for active individuals and families with working parents or single working professionals. These units are dedicated to those not typically understood to be the

targets of affordable housing. The Workforce Housing requirements mandate a maximum rental rate as well as the maximum income of residents so that they can pay the rent. All tenants must have at a minimum three-times their total monthly rent in income to qualify for any unit within any of the proposed development areas. Therefore, if you are in a $700 one bedroom unit, the tenant must have a monthly income of at least $2,100, but that does not include their utilities. They still have to be able to afford gas and electric utilities and cable that are not included in the rent.

The goal of these units is to offer efficient and sustainable housing solutions that enable individuals in moderate income vocations and emerging professionals such police officers, firefighters, teachers, health professionals, and service workers to live in the communities that they work in.

As a result of a neighborhood meeting the developer had with the property owners in November with the existing residents within the Creekside development, they acquired additional land to the west and moved a total of 40 apartments to the west, and they added the clubhouse at that area as well in order to provide a main entrance for the development. The new main entrance to the development will be from Old Green Bay Road and 91st Street. At this entrance there is a clubhouse with 28 parking spaces. The clubhouse will have a leasing and management office, community gathering space and an exercise room.

Adjacent to the club house on the south side of 91st Street it will be two 20-unit buildings with eight attached garages in each building, and also a detached garage with an additional 28 garage spaces and a total of eight surface parking spaces. Further east on the north side of Creekside Circle there will be five 20-unit buildings with eight attached garages in each building and three detached garage buildings with 24 garage spaces.

And then there will be some additional surface parking. The parking space calculations by ordinance don't necessarily count a parking space behind each of the attached garages. So there is additional parking behind each of the attached garages as well. And in reality that allows for additional parking. The Village requires that there will be a minimum of one enclosed space per unit to be provided, and that is what they've shown.

Population projections, again, based on the 2010 Census information for the Village the average number of persons per household is 2.71 and school age children between the ages of 5 and 19 make up 22.6 percent of the population. So within this development with their proposal with 43 single family lots and the one two unit and then the 140 units there will be a total of 185 dwelling units. It's projected that 502 persons will be added to the population upon full buildout of the development, and 77 school age children are likely to come from this development at full buildout.

With respect to the floodplain boundary adjustment, again, this takes us back. On October 20, 2003, originally the Village Board adopted Resolution #03-42 to approve the Floodplain Boundary Adjustment for the Creekside development. In January 2005, the developer of Creekside Crossing obtained all the required permits from FEMA to begin the floodplain adjustment work. The floodplain boundary adjustment work had begun in this area and done in the area that's already developed, but it had not been completed for the entire project for the area

to the north. FEMA approval is still valid and will be completed by the petitioner as originally designed and approved by the Village, DNR and FEMA.

With respect to wetlands, the wetlands shown within the outlots will remain undisturbed and protected during construction. Two small wetland areas totaling 9,321.84 square feet are proposed to be filled within Creekside Circle and 91st Street to finish those public improvements. Fill permits will be required to be obtained by the DNR and the Corps prior to approval of the Final Plat. A portion of Wetland 5 is located within a future right-of-way that will be dedicated but not constructed, and that's at the very northeast corner of the development site. In the future if adjacent property owners want to develop that area to the north or east, those developers will be required to obtain fill permits from the DNR and the Corps to extend the public improvements.

So site access, the primary access for The Vista development will be from Old Green Bay Road at 91st Street; however, Creekside Circle will be completed, the bridge will be completed, the roadway pavement and the infrastructure, and that will connect to 93rd Street at 63rd and 66th Avenues as originally proposed. 91st Street via Old Green Bay Road will be its primary building construction access and haul road access for the primary development of the subdivision infrastructure in the residential development. Temporary no construction access signs will be required at the entrance of 93rd Street during the development of the construction of the primary public improvements as well as the construction.

However, in the next few months the developer is requesting approval to allow approximately 9,000 -- in the next few months the developer is requesting approval to allow for approximately 9,500 cubic yards of clay fill material from a nearby residential site be hauled into the development site and placed in the northeast portion of the site to provide for additional fill material needed for the development because of the analysis and the balancing of the site. If this approved the Village Public Works Department would closely monitor the activities and any damage to roadways would be the responsibility of Bear Development.

The developer has explored several ways to get the material that will be available shortly using the future 91st Street from Old Green Bay Road, but the path from Old Green Bay Road to the site's low area would require a permit from the DNR, and would require the immediate installation of stone. The developer would request that this come from the south as opposed from 91st, but that will be for further discussion by the Plan Commission and the Board.

With respect to 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. Specifically, municipal roadways, public roadways shall be extended throughout the development pursuant to the new development standard which means that these will be concrete roads.

Sidewalks and pedestrian ways, public sidewalks shall be extended on Creekside Circle, 90th Street, 62nd Avenue and 91st Street, and private pedestrian paths connecting public sidewalks on 62nd Avenue and Creekside Circle will be provided as shown on the attached drawings and as shown on the slide at this time. The sidewalks and pedestrian pathways will be installed by the developer at the developer's cost and will not be assessed to the existing property owners or condominium association. However, once the sidewalks are installed, sidewalk maintenance and snow removal on the sidewalks would be the responsibility of the abutting land owners.

Municipal water and sanitary sewer, municipal water will need to be extended throughout the development and shall connect to the existing municipal water in Creekside Crossing and extended in 91st Street to Old Green Bay Road. Sanitary sewer will need to be extended from the existing sewer mains in the Creekside Crossing development to service the entire remaining balance of the development site.

Zoning Map and Text Amendments will be required. The development site will need to be rezoned as follows: The single family lots would need to be rezoned into the R-4, Urban Single Family Residential District; the two family lots will need to be rezoned into the R-8, Two Family District; and the lots with the apartment buildings and clubhouse would need to be rezoned into the R-11, Multi-Family Residential District Wetland areas will be placed into the C-1, Lowland Resource Conservancy District. Outlots would be placed into the PR-1, Neighborhood Park and Recreational District. And any floodplains would be placed into the FPO District.

The entire development would be in a Planned Unit Development Overlay. The PUD would allow for some dimensional flexibility provided that there's defined community benefit. Some of the PUD variations would include to allow for more than one multi-family building per parcel, to provide for minimum lot sizes of 12,500 square feet and 80 feet of frontage for the single family lots as long as they all average at least 15,000 square feet; to provide for a minimum lot size of 17,500 for the two family lot.

Part of the community benefit is the requirement that all of the apartment buildings would be provided with residential sprinkler systems; that sidewalk interconnections would be placed in the right-of-way extending to the existing par on the south side of the Creekside development. They would be adding some additional park equipment in the public park. They are providing enhanced architectural details for the building and additional landscaping as well as additional plantings in the development areas. And, in addition, the multi-family areas will be required to be equipped with the DSIS system, so that is that Digital Security Imaging System that as you know we require in many other areas of the Village. And the DSIS agreement will require that those cameras are live fed back to the PD.

So with that that's the staff's presentation at this point for the Creekside Conceptual Plan and the Comprehensive Plan for the Neighborhood Plan Amendment. The developer is here and would like to present some additional details, building materials, and I'm sure they'd be happy to answer some additional questions as well as the staff.

S.R. Mills:

Thank you. S.R. Mills, 4011 80th Street, Kenosha, Wisconsin. I appreciate the time and the detail that staff has gone into the proposal here and all the specifics. I certainly won't look to reiterate all of those, but I will try and piece out a few of the highlights, a few of the concerns that we heard to date and provide some commentary and some thoughts as to how we're attempting to address them and ensure that it's a win-win economically for the community and for the neighborhood.

As mentioned, the 58 acre site previously Mastercraft and a condominium development there, approximately 172 units, it's 58 acres in total. We acquired it about six years from a lender and

we went back. It's a very tough site to develop. Part of the reason for that is it was mid-construction so we weren't entirely sure what went into the ground, what didn't go into the ground as far as pipe, grading. So it required quite a bit of detail and study to continue to make sense of it to ensure that it could be rectified and we didn't have a lot of pipe in the ground that was going to go to waste.

Anytime we look at a development we always break it down to a few basic principles. One, it has to be economically viable. We don't want a similar situation that something is left mid-construction, that it's an issue and problems for everybody later on. It was also very important for us to try and figure out a way to complete Creekside Circle and 91st Street going out to Old Green Bay Road. Life, safety issues, just the neighborhood, felt that would make the most sense for everybody. And also completing the neighborhood from the standpoint of just being aesthetic, to have something that undone going on for decades, wanted to have it completed and, again, have it at an appropriate scale and design for the area.

Forty three single family lots, one two family and 140 multi-family units comprised of 7 20-unit buildings. As mentioned the multi-family is direct access meaning that it's condominium style. Everybody has a front door. You don't go into a common corridor hallway with an elevator. We found that this is desirable. Overall our vacancy rates are less than two percent with the product that we've constructed and operate so we've seen the market respond to that. We think it's something that will stand the test of time from the standpoint that it's somebody's home. It feels more like a traditional home, condominium that you have your front door, you have your own porch area, and you have that sense of space that this affords you.

Also talking about the material, cement board siding, stone, brick, high quality building. I think it would look great. As we continue to build and to develop we try and make it better every time. And we certainly learn something at each development and each building we build. So we like to think this is the culmination of a handful of experiences we've had and think it will be a product that will not only look great in the neighborhood and blend different styles. But from a color standpoint and the palette we think it will also have a great neighborhood feel with the sidewalks. I think, again, it will be a real positive overall.

Total development cost on the multi-family alone would be about $29 million. Large development. From a parking standpoint that's something that we're very hyper concerned over. We can't create parking problems for our tenants or our communities. So I think we're over parked here. I don't think that's necessarily a bad thing. In trying to balance the density issues with the amount of space that we have, to try and find that balance we're almost 2.4 parking stalls per unit. That does include an area behind the garage. But we feel that most communities that we look at we try to use the two ratio so we want to always have two parking stalls per unit. So this exceeds that, so we feel good about that that we won't have pinch points and have problems when it comes to parking.

The 43 single family lots, Arbor Ridge is a great comp because it's something that we recently worked on. Converted a multi-family to 45 single family units, a multi-family site to 45 single family units. Currently we have about half of them sold. We have 12 contracts out there right now. From a construction standpoint average $450,000 to $475,000. I envision that this site will continue to see escalations in the costs and the prices here with the assessed valuations and what

the end product will be. So I think the assumption between $400,000 and $550,000 is pretty spot on.

In the two family, the two family up in the northeast corner up there it's really to stay in line with the balance of the two family so we didn't feel it was appropriate to put a single family home back on that site, but keeping with that same two family so from an aesthetic standpoint it would be very similar to what we have on the east and the west side of that street.

Always appreciate the dialogue with elected officials, staff, neighborhood. We had a neighborhood meeting and we learned a lot. We always think that these projects are better after going through that. And while sometimes there's a lot of back and forth, but it really does make it better. We're never so presumptuous to think that we have all the best ideas and the way we want to do is the best way. We learned a lot during that meeting. It was few months ago at the RecPlex. Based on some of that information we did make some pretty significant changes.

We switched around placement of the multi-family with the single family, the community room, the clubhouse, clubhouse which Jean mentioned is the fitness area, the community room, full-time management office, kitchen area will be located off of Old Green Bay Road. It will be a positive. And it also pushes some of the density further to Green Bay Road as we heard some of the traffic concerns and issues that not wanting traffic to go back through to the southeast which I can appreciate. Trying to push that further to the northwest seems to make some sense, and I think it continues to hopefully alleviate many of the concerns here.

Some of the other concerns we heard was the density. I think it is important to remember what was there, too. This was a fully platted multi-family development from 172 units. We acquired an additional four acres to the west. So if you look just by the circumference of the map with what we have we're actually proposing less density with single family on this 58 acres. Again, it's maybe not what everybody wants, but it is something that we think is economically viable and it's doable, and we can get it done and it will be great once it's all completed.

Some of the other feedback that we've heard is the rental rates and the Workforce Housing. So I want to address that head on and what that really means and what it doesn't mean. Because there can be a lot of fear and a lot of unknown with that so we try and be as direct as we can at what it really is. So we received Workforce Housing credits. What those credits do is they allow us to build a $29 development that we never could before because you just couldn't afford to do it. With the rental rates the way that they are we could never build something that looks this great, that has the kind of site work, cost and infrastructure without getting those credits.

What those credits do is they mandate that we keep rents at a reasonable level. We cannot increase them five percent per year, ten percent per year. We have to keep them within these tolerances. Now, those tolerances today are $700 to $970 for a one bedroom, $840 to $1,175 for a two, and $970 to $1,425 for a three. As Jean mentioned that's not low income here. Everybody has to have a lawful source of income that we have to -- our tenants they have to pay the rent, they have to make sure they're there. We will only have great citizens. We have significant background checks, and everybody has to be great or we're quick to evict when we have bad situations because we have to -- we have a very big vested interested here.

Who will live here are people who make between $22,000 to $25,000 a year and $70,000 a year. And it's people of all different spots in their life from people that are out of high school and college and first and second jobs in their 20s to young families starting off to retirees. And we've seen this in a lot of the developments that we do, it's a broad spectrum. And in reality the rental rates here are not that different from the market rate. There's maybe some small fluctuations, but it's pretty spot on with what we see.

So this is not -- the Workforce piece of it should not be scary. It is comparable to market rate developments that are done in Pleasant Prairie and throughout southeastern Wisconsin. And it's something that we're locals, we're not going anywhere, it's something that we stand by and we're going to ensure it's a great product. Part of that, too, is we have 43 single family lots that we need to sell for about an average about $110,000 a lot, $450,000 to $525,000 which is that total value of that single family product at the end of the day right across the street. So we very much have a vested interest to ensure it's great, and we would not cut off our nose here to spite our face with this product. And we're very confident that it will high quality, and it will be something that we can all be proud of at the end of the day.

Again, some of the feedback that we heard at the meeting and throughout the process here is that it's going to be impossible to sell single family lots across from the multi-family. Again, we just don't believe that to be true. A great example is Arbor Ridge where we actually have a four story development, a final development that's a rental product. We weren't involved in it, but we made the commitment after that product was up to create 45 single family lots just to the southwest of it. And happy to report that the sales are doing well and the neighborhood is looking more and more complete every day. So, again, I'm here to answer any questions you might have and I appreciate the time. Thank you.

Michael Serpe:

Thank you, S.R. Jean, do you have anything else? Before I open it up to public comments I think what we'll do is ask staff to kind of jot down the concerns and questions that the public may have. And at the end we'll address those rather than address each one as each person comes up. So with that, again, we'll need your name and address. And please speak into the microphone so everybody can hear your comments. This is a public hearing. Anybody wishing to speak? Anybody wishing to speak? Yes, ma'am?

Karen Denhartog:

Good evening, I'm Karen Denhartog at 9203 62nd Court in Creekside Crossing Subdivision. First I'd like to say thank you for the time to give us a chance to be heard. I also want to thank the developers. We do recognize some really positive changes you've made in your plans. I particularly like the movement of the clubhouse to the west of the property. I think that's very positive. The sidewalks is a nice touch, but I'm not clear on what our ultimate responsibility will be as far as those new sidewalks right across from the single family homes. I live in the first cul-de-sac just to the south of the property right across from the park that is currently existing as a tot lot.

One of my concerns that I want to bring up is the original plan for development of the community was another park in the northern section of the property, and that's no longer there. But we have

the addition of more than double of the homes and people that are going to be living in this community without the additional park space for the kids and the community members. So I'm wondering if there's any plan to reintroduce a park in this particular community.

I also want to oppose the use of the main entrance to our community for any movement of the fill clay that is intended to start the build. Because I live in that first cul-de-sac on the corner every headlight that comes in our community hits our front window. And I read earlier on the planning that it can be up to about 30 truck loads a day which is I think quite excessive for an existing community. We also have a lot of children in our community, and I'm really concerned about that extra traffic affecting their ability to cross the street to go to the park.

Currently the Creekside Crossing street that we live on there are some concerns with the traffic. We've had quite a number of cars over the years that speed down that side right past our houses. It's a long straight shot. I'm concerned with the additional residential housing that's going in there that's going to increase the traffic flow, and I'm very concerned about that. I did see on the planning also that there's a road intended in the future to the northeast part of the property that's going to meet up with Cooper Road eventually. And I would like to know when that's going to happen. That's all I have. Thank you.

Michael Serpe:

Thank you. Anybody else? Anybody else? Yes, sir?

Bill Demo:

Bill Demo, 9285 66th Avenue. I'm also President of the Creekside Crossing Condo Association. So clearly we're concerned about long-term value of our property. Most of us have been homeowners before the big dip in 2008, and we finally realized a positive increase in the value of our property. And I understand from a density point of view they don't seem to be increasing it or they have less density with the population with the new design and the original plans for the Creekside Crossing.

Michael Serpe:

We're not picking up every word you say.

Bill Demo:

So I need to look at you? Okay.

Michael Serpe:

Bill, get as close to the microphone as you can. There you go, that will work, too.

Bill Demo:

I typically don't have a hard time being heard. Density, I know that they've made adjustments to the way that they've developed these buildings. But originally we have 19 buildings that are on

the south side of the circle, and that 19 buildings would have been mirrored with further construction had the Creekside Crossing plan been executed. So they've really taken these, and they've packed them into the corner. The other thing that they've done is they've moved a lot of the buildings into that far northeast corner which now really is concentrated to the ten buildings that we have in the back side. We have the maintenance responsibility for that pond in the northeast corner and the two other ponds in the development. So I'm concerned about any additional burden financially that might be incurred now that we have those buildings there.

We presently don't have sidewalks in the neighborhood. We're opposed to the sidewalks. All that additional sidewalks once it was turned over to the owners would now be an additional financial impact on the 114 homeowners that we have inside the association. That's a shared responsibility now to take care of snow removal. I had a question on the DSIS. What is that specifically? Digital --

Jean Werbie-Harris:

So about 12 years ago the Village decided to come up with an activity or procedure of installing Digital Security Imaging System, camera systems if you will, cameras on light posts, buildings, so on and so forth. So many, many of the commercial buildings as well as the multi-family buildings, anything built since about 2007 is required to have live cameras placed on areas throughout the site with images live back through web connections back to the PD.

And so at any point in time if there's an incident, an accident, if there is information needed because of an investigation, the individual company or in this case Bear Development will need to archive video for up to 30 days through a secured DVR system so that the PD can get access to that in order to do further investigation. You probably don't realize it, but there's literally thousands of cameras throughout the Village that are helping our PD as well as our fire department before they get to an incident or accident or to investigate.

Bill Demo:

That's good to know.

Jean Werbie-Harris:

And not many people know that, but it has been invaluable for our department.

Bill Demo:

It's come up in every conversation and every project up to this point so I just wanted to make sure I understood that. I have questions for Bear. Are they the leasing agent going forward?

Michael Serpe:

They'll answer those after.

Bill Demo:

All right, another question I have is we're saying $700 is now the low end of the rent. Can that be lowered if there's any particular case that anybody chose a need so that now we're down to a lower income threshold? And at the 30 percent level that $700 has an annual income of about $25,000 which would be low for the Village and where we're at. We're also concerned that there's not this type of development in the whole south end of the Village. I mean I don't know of any other examples of this that exist south of 85th Street coming down to the south or east to the lake. So it would seem that we're forcing in this unusual concept for this rounding neighborhood into this area. I understand the financial end for Bear and what they're trying to do. I just don't see where it meshes with the rest of the things that have been built and done at that end of the Village.

So I'm assuming that the additional buildings don't result in any additional cost to the taxpayers for fire protection, police protection. That's all accounted for and doesn't put an additional burden on those resources. That would be a question for later. I think that's all I have.

Michael Serpe:

Thank, Bill. Anybody else? Yes, ma'am?

Tish Tippet:

Hi, I'm Tish Tippet, and I live on 62nd Avenue, 8966. I am one of the two unit condos, the ranch styled. It's a 2,900 square foot ranch. In reality it's just split with one wall so there's two units. We have a large lot. We have a really large lot. But when I purchased here, when you pull into the main entrance you got a T, you have to go left or right. If you look on there you'll see that to the west are two story, four-unit, eight-unit condo buildings. And if you go to the right on the circle those are all homes. We're a two unit condo, but yet in reality we're really a large house.

So the subdivision is split. You have two units, two story and then you have homes. When I bought the developer Mastercraft assured me that along that pond because my backyard is with that pond there were going to be additional units just like what I have there. And their main [inaudible] would be homeowners single family. So I was really shocked when we went to the meeting at RecPlex to find out what they proposed originally, his proposal is to have 80 apartments right behind us. And now at that meeting I suggested first off we're all homeowners, why are we bringing rentals into our subdivision?

So then when they went on and talked some more and I said, okay, instead of putting these 80 apartments by us why aren't they all going on the west section where you have the two story multiple condos? And that road they're putting into 91st why didn't they put them all over there? Why don't they have houses down where they want to put the 80 which now turns into 100? We now have 100 apartments they want to put behind us. How many garage buildings with how many parking spots? And I really wonder if Bear intends to when they sell these lots off are they going to sell it without letting the people know these apartments they plan on putting into the subdivision.

Lastly, I guess my frustration is between my neighbor Bob who lives on the other side in the unit with me. Between him and I we have a large lot, a large home in reality, and we pay over $8,000 in property taxes. I think that Bear when they said they wanted to put the houses more toward where the other houses were they were trying to show respect to those homeowners. I think we deserve just as much respect as those homeowners because in reality we are one large house. So my request is that they build them all into the west section if we have to have these apartments which I still think is just ridiculous. I don't think the Village would do this to -- I know this is an exaggeration, but Meadowdale Estates I don't think you'd ever put something like this in their subdivision, let alone I don't think those people would let you, they'd sue you. So I am totally opposed to this proposal.

Michael Serpe:

Thank you. Anybody else wishing to speak? Yes, sir?

Bob Hannes:

Yes, my name is Bob Hannes. I live at 8980 62nd Avenue. When I get up in the morning I can look out my window, it's beautiful. I got the pond behind me. Now I get up and I'm going to have to look at five 20-unit apartment buildings. I don't think that's a good idea. If they can't make money without them 20-unit apartment buildings they shouldn't have bought that land to develop. I didn't buy that place I live in now to look at 20-unit apartment buildings.

Another thing I don't understand is why do you want to put sidewalks in by us? Nobody is going to use them. All you're going to do is drive up our association fee to shovel. But that's a bad plan. We asked them at the meeting if they could take then apartment buildings, them 20 units and move them west to Green Bay Road. And at the time there was only four of them. So now they come back and they added another one and they didn't move them. I mean you people think it's a good idea but I don't. Thank you.

Michael Serpe:

Thank you.

Ken Harju:

My name is Ken Harju. I live at 9249 64th Court, Unit 162. Thanks for talking to me today and I'm going to take some time. We're going to go over a little history about Bear Development in a minute. I've been there about three years now. When I was going to purchase my condo I came to your window in the south end of this building, I said what's going to happen to me? They said don't worry, Ken, you're going to have comparable housing there. Thanks a lot, and I made an offer on my house. I had about ten hours to do that because it was a hot property at the time. I don't think it's going to be too hot any longer.

Like Bill said many of my neighbors, especially the older folk that live on the first floors have barely made it above water in the last year, and this is what they get to hear about when they finally break even, subsidized housing. We can call it whatever you want to call it, it's subsidized housing. I'll get to that in a little while, though.

Let's go to a little history lesson, Bear Development. There's seven property numbers in this development they purchased. The first two are on that west side where their one garage is, just to the right of that, one of them was .31 acres, one of them was 2.5 acres, a total of 2.88 acres they bought for $50,000. That's shrewd. I admire shrewd. I wish I were shrewd with all my stocks. Shrewd is a good thing. That's from the transfer deed number 1827977 on the Kenosha County site just so you know where I'm getting my information.

The other five PIN numbers which are all listed here, a total of 59.14 acres they bought for a half million dollars. Another shrewd investment. At that time they knew what was zoned there. It was zoned R-8 and R-10 and R-4. Right now where they have all the five unit apartment buildings is R-8. That's supposed to be all two unit multi, two unit buildings just like the other side of the pond. That's what you're supposed to be looking at.

The middle circle is all zoned R-10 and R-8 which would be eight units and four units which is on the south end. Where the yellow buildings are on Old Green Bay Road is R-4, single family. So Bear knows all this when they buy it. I take a risk when I buy my condo not knowing what's there. Now they come and say, well, we can't be viable. You can't be viable? You only spent $9,000 an acre, folks, $9,000 an acre. And Mr. Mills is crying poor? Please. So, anyway, this is ridiculous.

Next, how can it be viable? The home lots at Arbor Vista let's say average $85,000 a lot. That's pretty close, right, $85,000. Let's say it takes $30,000 to improve the lot. So at 40 lots we'll take off three of them for the map times $30,000 that's $1.2 million it's going to cost them to put the lots in, $5,000 purchase price, $1.7 million. Wow, big outlay, correct? Average price for the 40 house $485,000, right in their range. We'll take off the $85,000 per lot so now they get $400,000 per house. The average profit by the general contractor in the house countrywide 25 percent so they make $100,000 per house times 40 is $4 million, $4 million. Plus the $50,000 they're making per lot above their cost. So we're about at four and a half million dollars profit before we even start looking at the apartments.

Then let's read from the November *Kenosha Newspaper*, this is in the legal sections, sorry about my fumbling around here, I'm a little nervous, I have copies for you when you want them, they went before the Wisconsin Housing Authority and petitioned for, as I'm going to read this, an amount not to exceed $225 million to acquire, construct and rehabilitate for low and moderate housing. It doesn't say anything about living wage in this legal notice. For the Creekside Crossing 140 unit multi-family rental housing they acquired $24,498,000.

Now, when I look at this I see the 1960s, I see the 1970s, I see the 1980s, dense cluster of subsidized housing. Where has that worked? Nowhere. In fact, everywhere from Milwaukee, Waukegan, Zion, Chicago they're all trying to figure out what to do. Many communities have knocked them down. So it's all brand new and nice today, but what about 25 years from now when we have subsidized housing in a dense cluster. This is the antiquated approach to our housing issue.

Let me read what Item 2 is when Bear Development went to the Wisconsin Housing Authority December 6th, 120-unit multi-family rental housing development in and around Milwaukee. And it lists nine different addresses, 100th Road, Mill Road, Milwaukee, Kenosha 101st Street, Martin

Luther King Drive, sprinkled out in the community. That's the new model. It isn't a dense cluster. So the Village really needs to look at how do we want to approach this concept.

Now, you're sitting there going how can you vote against affordable housing? It's going to look bad in the paper tomorrow. But why do we want to backwards? Why do we want to be antiquated? The Village is better than this. You professionals are great. They've helped me a lot when I've come to your window. We don't want to go this route. This is going to lead somewhere where we don't need to be. So please why don't we form a committee just like we're doing for downtown and study this problem and figure out which is correct. Like Bill said where else do we have it? We shouldn't develop policy based on a developer's wish.

Now, there's two other developments that have been approved within two miles of here that prove condominiums can be built and be profitable. The Cottages of Village Green, the Kent [phonetic] Development putting up beautiful condominiums, one and two units, they're viable, they're profitable. At your last meeting you approved the Harpe Development right at 165 and Old Green Bay Road for 46 condominium units, two and three units. That's viable. By the way, Harpe on the original plan when they bought the land it was supposed to be for 66 units, they even dropped it down to 46 and they're going to make a profit. We welcome that.

So I don't know what we can do but this isn't the way to go. There's one other Bear Development in the city that we haven't talked about. It's where Springbrook Road turns into 22nd Ave. And they came before the Village Board and Plan Commission last year and say, hey, we need senior housing, we need senior housing. And we need senior housing. But you know what, we've got to put a bunch of condos right next to them because or else it isn't going to work. Has anybody turned down Springbrook Road and turned the corner? How does that work, buys, how does it look? That's how we're going to shoehorn these things in here, and we're going to be done with it and say the same thing. What did we do here? Why did we do it?

We even questioned at the Village Board meeting last year does it really need a fourth floor on that building? And, of course, it did. We have to make money. So I appreciate your time but this is unacceptable. And we have a Master Plan, and I heard all about it. I didn't realize there was a 100 page pdf that I needed to study before I came tonight. That just hit the internet a couple days ago. Thanks whoever sent it to me. I didn't have time to study it or else we'd be here all night, folks. But if you vote yes on this you're voting against all these residents who took the risk to live here. It's a great community, don't ruin it. Thank you.

Michael Serpe:

Thank you. Anybody else wishing to speak?

Scott Hightower:

Scott Hightower, 9099 62nd Avenue. Just a question of what gets built first, if it's the apartment and then we sit on empty lots like we have in the past. Or if we're actually putting up homes and then the apartments get built. Definitely afraid if this gets approved the apartments will get built first. Of course, you get the credits and we'll sit on a half finished subdivision just with apartments that are what's earning [inaudible].

Michael Serpe:

Thank you. Anybody else wishing to speak?

Elaine Harju:

I'm Elaine Harju. I live at 9249 64th Court. And I have a letter here that on behalf of Ronald and Elsie Hale who couldn't be here tonight, so they asked if I could read this letter. This is to the Village of Pleasant Prairie regarding their Comprehensive Plan Amendment and Conceptual Plan for Whittier Creek and Creekside Crossing. I would like to address the issue above. Having recently received the correspondence dated December 28, 2018 from the Community Development Director regarding the upcoming meetings, I realized I would not be available to attend the meetings. However, I believe my comments should b presented.

First let me state that my wife and I love Pleasant Prairie and the Creekside Crossing community. When we began to look in the area in preparation of my retiring from federal service we happened upon this gem in Southeastern Wisconsin. Our son lives in the Kenosha area, however we had never been in Pleasant Prairie prior to 2011 when searching areas to build. Creekside Crossing was the community we really desired once we drove through the area. It's well maintained, tranquil and family friendly. The smokestack from the We Energy plant didn't even bother us. After doing some research and contacting the association point of contact we made the decision to build. The decision was based on the size of the community, the proposed growth as the housing market was rebounding, and the current development plan. One key factor was the nice condominium community at the entrance to the community and the ranch-style condos along 67th Avenue.

When I heard of Bear purchasing the vacant lots I spoke with one of their representatives. I was told it would be a few years before they started building due to some challenges they had to resolve with the Village. But the plan was to continue to build primarily single family homes as the plan was changed and approved in late 2015 with the change to add one two-family unit at the corner of 67th Avenue and 90th Street.

Now to be informed during the meeting at the RecPlex that Bear wants to make further changes is alarming, and to learn the change now is proposed to be primarily multi-family and income restrictions is defeating. I've already discussed relocating due to what I perceive the downward spiral of Creekside Crossing if the plan is approved. I for one as a current resident don't appreciate an attempt to change the plan now and apparently for financial gain by Bear. I question the entire process as they have been awarded $1.03 million tax credits from WHEDA for low income housing.

But as I researched that process those credits are awarded after the developer agrees to make a large portion of the units low income. How can Bear agree to that when they haven't proposed and gained approval from the Village unless they are confident it will pass through without delay or challenge? That's alarming and speaks volumes. That aside, personally I don't want the tranquility of the community disrupted by 140 apartments, the increased traffic and associated risk to children and the potential for decreased property values due to low income and income restricted housing. I have many reservations to this proposal despite the assurances from Bear representatives that this will work.

In addition, they stated that other similar projects were working. One such area near St. Catherine's is a very different setting. While there may be similarities to what is proposed, the location, openness of the terrain, road layout, proximity to shopping, hospital and dining make that location better suited. Creekside Crossing is a closed loop community. I realize the proposed plan is to build an entrance road off of Old Green Bay Road. And as stated during the meeting at RecPlex, this new road and its significant expense is one of the reasons for changing the concept. The apartments and the WHEDA credits make it more lucrative to Bear. However, the current residents are the ones facing all the risks.

Therefore, I am vehemently opposed to any change from the existing plan. I sincerely hope that all Village representative stake the input from the residents into consideration. I know that opposition was voiced at the RecPlex and within the community since receiving the meeting notice referenced above. Respectfully, Ronald Hale.

Michael Serpe:

Thank you. Anybody else? Yes, ma'am.

Ellen Synder:

Bill, can you hear me? I'm Ellen Snyder. I live at 9284 66th Avenue, Creekside Condominiums. My husband and I bought a condo and moved in in 2015. We had looked at several locations in Illinois, and we always felt they were all too crowded, too crowded we kept saying. And then we discovered kind of by chance Creekside Condominiums. And the minute we drove in there they were spread out. When we sit on our porch we can't see anybody else on their porch because the plan is so excellent, and the way the buildings are located on the property it's private. And we love it there. We love it there.

So when I saw the proposal and I saw the proposed 140 units I've got to tell you I was pretty sick to my stomach. Because to me that is a lot of people in an area. And I know that you don't live there but we live here, and we moved there because we loved the openness and we love the privacy. And we love living in a Pleasant Prairie. And so I don't know what else we can say. I don't how better to say it than what Bill has said and Ken has said and Elaine and all these people. And I have nothing against you personally, but this is where we live. This is our money that we've spent, that we invested in a piece of property in a gorgeous location.

So I am pleading, begging that you would reconsider. Is there a way to make the numbers less? Do we have to have 140 units that are subsidized? Do we have to have that many units in a small area? I guess that's my challenge to you when you go to vote. Think about us. We live there. This is our hard earned money. That's all I can say. Thank you for listening.

Michael Serpe:

Thank you. Yes, ma'am?

Rita Hagen:

Hello, my name is Rita Hagen. My husband Todd at I live at 9228 66th Avenue. We're fairly new to Creekside Crossing. And we did our research as well. We've owned a home for over 34 years in the City of Kenosha. And we downsized and wanted to move into Pleasant Prairie. We love the community. And it would be wrong if I said you don't realize that Pleasant Prairie is a place of growth. You see it, I've seen it all the years I've lived in the city. So you know that your neighborhood is going to change. You just know that. It happens everywhere.

But I do have a couple questions because I think everyone agrees that what we object to the most is the apartments. If we made those all condo units like we have now we'd probably all be happy. Moving them east, moving them west you're still going to upset somebody. But it's really the apartments we're concerned about. And no matter what you call them they change a neighborhood. I live over in what was [inaudible] Park Vista.

There was the Cranberry Apartments. They added additional apartments. They started out as charging a lot, and then when you can't rent them out they lower them. So I guess one of my questions would be this Workforce is that, what, five years? Is that until everything's built and then you can rent it to everybody? How long is that? And really $26,000 that's $12 an hour. That's not a lot of money. And people work really hard for that, and they deserve to have a place to live but you can't call it Workforce. That's still not a lot of money.

The other question is if any studies have been done about aging in place. Because we have an aging population people are living longer than ever. And older people don't live in apartments. They can't do it. They can't get up to the second or third floor. Ranch condos like they're doing at the Village Green that's a great idea because then you can live with the amenities of having a condo association, but you also can maybe live in that place until you're older. So that's another idea that I wanted to just bring up.

And then I think finally my last comment is there was a really great article, if you guys didn't see it, on the Village Green Center in Biz Times which was wonderful and exciting about all the things happening in Pleasant Prairie. And it says in here that there's 120 acres available for development, multi-family, commercial, blah, blah, blah. So I guess my question to you is would you let him build those apartments in the Village Green space? Thank you.

Michael Serpe:

Thank you. Anybody else wishing to speak?

Curt Decker:

Good evening. My name is Curt Decker, and I live at 6218 92nd Place. I want to thank that one gentleman, he really touched on a lot of the points I was going to bring up. The most I initially want to just talk about the purchase of the property. When Bear bought the property the plan was in place. It had a circle drive. The bridge was part of the plan. So it should have been part of their due diligence to come back and [inaudible] we have to get apartments in here because we can't afford to build a bridge. The bridge was part of the plan. That maybe goes to their due diligence before purchasing the property.

When everybody, I was one of the first home builders, my wife and I, a lot of the condo people. When we were presented a plan by Mastercraft and we were out there looking for places to build, we were given that community plan that was single family homes, condos. But all of it was home owners or owner occupied. There was no rentals in the neighborhood. So in some ways I feel for this to be even moved on from this body to the Board is somewhat of a betrayal of what the community plan was at the time when the community was put together.

I brought a couple of studies, and these weren't just hacks from the internet. This is something from realtor.com, and it's dated March 18, 2016. And it talks about the ten worst draws on home values in the neighborhood. The first or worst we'll say, the worst draw was bad school at 22 percent. Number nine was a strip club at 14.7 percent. The number eight was high renter concentration. and that was at 13.8 percent. Then it moves on to homeless shelters, cemeteries, funeral homes and power plants, what a coincidence. So that was that.

I pulled up some more research, and this came from the Harvard Kennedy School, and this is on media politics and public policy. And their study was done from 1976 up until current time. This study was in 2015 when it was finalized. And it specifically talks about low income housing tax credits and its effects on neighborhoods. They've seen adverse effects on neighborhoods in cities like Charlotte, North Carolina. They've seen positive effects on property tax values in places like Cleveland. What the study mostly talks about is where do you start at with these type of plans?

I would hand it to Bear they're redoing that factory between 60th and 52nd along 22nd Avenue, that old factory there. So that's an example of where this type of they don't want to call it subsidized but it is rent controlled. The very definition of rent controlled is a government body dictating the amount of rent that you can charge. So if a person is making $2,100 a month we know it's $2,500 a year, that is just slightly above the poverty level in Kenosha County, just slightly above what's deemed as the poverty level. So when you do developments like on 22nd Avenue that's in a neighborhood that the city has always had trouble with. There's a lot of landlord homes there. The homes that were single family homes or duplex at one time, and now they're landlord homes. And you can drive through that neighborhood and you can tell which one are landlords. Garbage in the yards, unkept, plywood on the windows. So that development right there has a positive effect on that neighborhood. It's going to bring up that neighborhood. It's going to give housing for people that are probably living in some of those poor houses there.

Where have the adverse effects were in developed neighborhoods like I said. The one study was Charlotte, North Carolina. It reduced their property values by 5.4 percent when they stuck these in those neighborhoods. So nobody wants to come out here and say, hey, I'm against the guy who only makes $12 an hour. Nobody wants to say that. I made $12 an hour, and when I did I lived in a $12 an hour apartment in a neighborhood, an apartment community I would say. So what really is happening with this plan is they're just forcing an apartment community within owner occupied community is what they're doing.

So we were a bit excited that in 2015, I brought the meeting minutes before this community, August 10, 2015, when a proposal as to not do the condos or the duplexes, which actually those are very nice. I have to say I work in construction, we do a lot of work in condo communities and stuff, and I have to say that the people at the Creekside Crossing Condo Association do a fantastic job of taking care of their neighborhood, probably more so than some single family homeowners

do. So there was some excitement when Bear was proposing to finish it up and just put single family homes in there.

Now, the homes that were being proposed then and are being proposed now don't match up with the size that were in our homeowners association when we built our house there. There were much stringent rules. If you had a ranch it was 1,800 square feet on the first floor. If you had a two story it was, again, a 1,200 square foot footprint but 1,800 square foot for the home. So even with these homes they've deviated from that. They're much smaller in square footage.

So I'm just going to pull up a few things from that meeting on October 10, 2015. One of the citizens had concerns about drainage. And drainage is a big deal. I'm a landowner to the north. Bear did come to me to purchase some of our property to extend this into it, but just like with some of the other ones I want to comment that was a steal, $500,000 was a steal. No development is a slam dunk, but they certainly started at the free throw line. They got a piece of property well under market rate, it already had a footprint in place. It isn't like the Village Green project where it's a cornfield now. There's a lot of infrastructure that goes into that.

To make this thing work I almost have to laugh when I hear to make this a win-win they need the subsidies and they need the apartments. I'm in construction. We're working on apartment complexes like this within the Village that they're paying full freight. They're not subsidizing them. They paid for the land, full value of the land, and they're doing the same type of development, but they're doing them in an apartment community. They're all apartments that are going into those communities. And we have plenty of zoning within Pleasant Prairie for apartments, too. All that development on Highway H there's apartments going in everywhere. I don't know and we've, again, done a lot of construction work over there, I don't know that those got subsidies or needed subsidies. They didn't need them. They just built them. They're getting market rate. They're saying that these apartments are going to be somewhere at market rate. Then what do they need the subsidies for if they're going t rent them out at market rent.

But going to the drainage issues, and this is one of the things that I think -- and this is from Mr. Pollocoff. He says, okay, we all know that Mastercraft went underwater. And this was for the single family homes now. But as this change and development occurs the significantly downsizing and the number of units that are going to be taking place versus original design which we'll have in turn a significant impact on stormwater. There will be more green areas and the developer is proposing no more than the original development. So I guess what he's saying in there is that when they switch from having all the condos in there and they went to single family homes the footprint there was gong to be more green space, there was going to be less issues with stormwater.

And then it goes further on in here which is a big concern, Tom Terwall was on the Commission I think at the time. He says as a condo owner myself I share your concerns with owner occupancy. Some citizen had spoke about owner occupancy, and that's the best way to go ahead, just don't have rentals, period. And then somewhere in her he mentions to Mrs. Werbie-Harris, Jean, can you make sure that that happens? And what he's asking her to make sure that happens is that if they do build condos in there to make sure that they can't go rental. And that is an ordinance, and that's in the condo association's bylaws, too.

So if somebody has a condo, they did well, they want to move to Florida but they don't want to lose their investment they can't rent that out. It's right in there for any kind, not for cash, not for favors, not for trips, they can't do it. So this really flies in the face of all the investors in the neighborhood to put this in our neighborhood. And I only bring up the Commission meeting from 2015 because I want to remind the Commission that at that time they were making sure to be opposed to having any rental units in this neighborhood. And that they enjoy the idea of a smaller footprint, more green spaces. And, Karen, there was going to be a park on that end of the subdivision. That's that.

I just want to bring a few things that came out of the recent *Kenosha News*. On Friday's newspaper, and there's not much left of the *Kenosha News* to be honest anymore so you really got to look hard to find some news in it, it says 2018 a boom for county job seekers. To attract some of the talent they need an increasing number of employers have begun offering bonuses and even increased wages and benefits. Last year ended with many cities and counties reporting near record unemployment rates. Kenosha as among nine cities that set a record for the lowest unemployment rates. We're lucky here in Pleasant Prairie everybody knows it. A sweet spot. That's exactly why a lot of us are here. I can tell you that's why I'm here.

Healthcare will be hot. They've got a new hospital being built out there with Aurora. We see Froedtert doing the addition on the St. Catherine's Hospital. We see Froedtert doing the four story MOB over here, and there's plenty of other, maybe not within our community but around Kenosha where you get a lot of the Zoomy Clinics. Healthcare is crazy. Okay, it says the healthcare industry is expected to be hot. Healthcare professionals top the list of most in demand jobs in 2019. The Bureau of Labor Statistics expects there will be a 47 percent growth in home healthcare jobs through 2024. And it just goes on about all the hot jobs. And we've got a great base for those hot jobs. So that was Friday's newspaper.

Saturday's newspaper comes out and says local real estate market is a tale of two realities. Real estate sales professionals sold 2,240 homes in Kenosha County last year, 25 more than they sold in 2017. But just moving further down this is the third strongest market since 2007. A lot of us were around in 2007, the housing market was hot especially across the border in Illinois. I mean these things were flying off the wall. Sluggish sales he noted are one of the byproducts of a diminishing inventory of houses to sell in Kenosha County. The shortage of single family homes in Kenosha County is the biggest draw in our real estate market. We could fill this neighborhood with owner occupied single family homes and meet the demand. There's plenty of apartments. They're all over the place. So that's that.

One last thing, I just want to talk about -- as soon as I seen it the estimated values of these homes when they're built, what I did is I simply used the Kenosha County site. I went to very -- now, I'm a single family homeowner so I didn't do anything with the condos, but I hit every tab on every single family home in this neighborhood. I'm going to back up. When we did our preconstruction with our bank before we built our house, and I'll just be honest, our house has the most square footage of any single family home in the neighborhood. Our preconstruction dollars were $450,000. We said great. We bought the lot for $85,000. We had exclusively used Mastercraft. I could have saved some money if I didn't have to use them as a builder. So that was $450,000.

We built that house, we paid $85,000 for the land, we paid $300,000 for the construction. We were $60,000 upside down. We were never anywhere near the $450,000. Even with the large increase in my property assessment from this last reassessment period, I mean it went up $40,000, but I'm still only at $345,000. I have the largest house, 25,000 square feet on one floor and 25,000 on the second floor, and I work in construction so I know a lot about construction. Where do you come up with $400,000 to $525,000 for each single family house when they're not anywhere near the size of the houses that were built when we had the homeowners association, and they drove the size of the houses, the type of shingles, the colors, all that to it. So that's just bad information. And maybe they are selling them over there by St. Cat's but I doubt that, I doubt that.

Community plans, due diligence and rent control. So now we're proposing to fill our neighborhood with rent control. That's an old term from the '70s, isn't it? That's an old term from the '70s. Nobody wants to use the word subsidized so now we use different words to candy coat what the proposal is. And I think that's it for me. But I would ask the Commission to not let it go a step further than tonight. There's just no need. There's too much opposition to it. When Mr. Mills talks about a win-win situation there's only going to be one winner in this room. It's not going to be the homeowners. Our investment is going to go backwards again. We finally are gaining some ground.

And if when we first built our house and we were shopping around and they didn't have a master plan that said this is what we're going to do, if they would have laid on the table and said, hey, but in ten years from now we're going to put rent controlled, low subsidized housing your back yard, I doubt a lot of us would have built houses there. Thank you for your time.

Michael Serpe:

Thank you.

Jeff Sorensen:

Jeff Sorensen, 6299 92nd Place. Jean, if I say anything that's not correct interrupt me. When Creekside Crossing initially began it was required of Mastercraft that this was owner occupied, no rentals. Mastercraft then went out of business. The Creekside Crossing Condominium Association is now in charge. In the documents no rentals. This is not a place for rentals. This is owner occupied. I don't think there would be a person in this crowd that would be against condos or single family, owner occupied. Another thing to take into consideration if you look at the plan there is no other apartment location in the Village that you drive through a single family neighborhood to get to an apartment complex. You should be coming off of a main road such as Highway H, Highway 50. There's a big plot of land on the south side of 93rd Street that would be a perfect place for apartments. They don't have to worry about bridges. Just put your apartments in the big tract of land.

Another thing that you need to consider when you look at this plan, if you've driven down Old Green Bay Road because now this is going to be a main access, picture yourself coming out of the complex and turning south to get to 31. You know how Old Green Bay Road makes a hook before it gets to Dabbs Farm Road. I'm on Dabbs Farm Road Monday through Friday which are work days at approximately 7:15 to 7:30. The traffic is backed up at the stoplight at Green Bay

Road. How is anybody going to get onto there to get onto Green Bay Road. They'll be backed up. If there's four cars that go straight across Green Bay Road to go to the RecPlex you're in the right hand lane. Four cars you can't get into the right hand turn lane. There's a left hand turn lane. How you going to get out of there?

If you go north on Old Green Bay Road and you hook to get to 85th Street, if you've ever noticed the traffic coming off of Green Bay Road onto 85th Street how you going to get out of there? Especially if you want to go west. It's not going to happen. It's a bad layout. It's not appropriate for apartments. And like I said owner occupied. We were always told that. At the last Plan Commission meeting when the iteration was all single family I spoke and said owner occupied, no apartments. That's correct, no apartments. Here we have apartments. Don't let it happen. I highly suggest you table this until it's further reviewed. Thank you.

Madelyn Wirch:

I'm Madelyn Wirch. My husband and I live in Creekside Condos on 8934 62nd Avenue. Our backyard is on that beautiful pond in the northeast corner, the upper left corner of your map. I am very disappointed in Bear Realty, not unexpectedly so. Because three or four years ago when we met with them we were told that opposite that pond would be single family homes, and that would be fine. Then in October we had a meeting, and we were told that there would be four apartment buildings and two garages on that pond. And that's a concern. And it's more concerning now because they moved three apartment buildings that were supposed to be in the southwest corner, and they moved the two by Old Green Bay Road, and then they gave us a fifth apartment building with a third garage building.

And it's so beautiful out there, and to have to look at these large buildings it's really -- it's unacceptable. But I have a concern because on the map that we were sent we were told that Bear was going to make sure that water runoff would go to new retention ponds because we have to maintain that large pond. And on the map it's a very small pond which is now going to have to serve an extra apartment, five apartment buildings. And I ask you to consider that. And also because they're adding one more -- I have a question about the duplex, the side-by-side which will be on the cul-de-sac at the end of 62nd Avenue. And it will look supposedly like our condos. And is this going to be owner -- is this going to be part of our condo association or not? That's another concern I have. And all these other people brought up so many things that we all are concerned about. Than you so much for listening to us.

Michael Serpe:

Thank you. Anybody else wishing to speak? Yes, sir?

Warren Denhartog:

My name is Warren Denhartog. I live at 9203 62nd Court. So why did I move to Pleasant Prairie? I worked for the City of Kenosha at the time. I wasn't allowed to live outside of the county. My wife worked in Illinois so we landed a place here in Pleasant Prairie. We had money down at the Strawberry Creek area, we chose Pleasant Prairie. I don't like to shovel stone. Please don't add sidewalks to my neighborhood. That's the reason. I want to be able to have an outside fire. That's a reason. I want to have the best, and I work for a different police agency,

the best police agency around, Pleasant Prairie, award winning. Best fire around. Sorry, Chief, about the police thing but it's the truth. Those are the things why I moved here. And I moved here with the intent of what was supposed to be.

But now all of a sudden we're adding apartments. And like Jeff and the other gentleman said apartments are what we do not want. Doing the job that I do I know that apartments bring a lot of crime. They bring a lot of people in a small area which leads to a lot of crime. And while we're speaking of crime, nobody has talked about what's called, SCPTED, crime prevention through environmental design. There's no talk about lighting. There's been no talk about police and fire access. There's been no talk about traffic control. There's been no talk about Americans With Disabilities Act, how someone who is disabled is going to get to a second floor apartment. There's been no talk about crime statistics. Those are the things that I'd like to hear before apartments come into my neighborhood.

And while it looks so far away on the map, I walk my dog to the corner and back, and obviously it's not that far if you look at my stomach. It's really not that far. So why do we want sidewalks? People have said to me, geez, Mr. Denhartog, it sounds like a nimby guy, not in my backyard. You know what, as Pleasant Prairie people ask do we want strip clubs in our backyard? No. Do we want crime in our backyard? No. Do we want things that can lead to that in our backyard? No. So I believe what the other people have said here is true, we'd be more than happy to have owner occupied residences. We'd be more than happy to have homes that are $500,000 plus. And, by the way, if that's the case mine will be up for sale for that amount June 30th when the kids get out of school.

I don't know, this isn't what I bought into. I feel like I'm kind of taking it in the short end. No different than -- well, I won't get into politics, but no different than what happened to different people when different administrations came in. So, again, I just ask you guys to reconsider that. And I do thank you for what you do because this is an environment that I chose to live in, and I can choose to live somewhere else if it doesn't work out. Thank you.

Michael Serpe:

Thank you. Anybody else wishing to speak? Anybody else wishing to speak? We'll close the public hearing. Let me just make a comment. I appreciate how everybody approached that podium with professionalism and respect. And it's not always the case from us sitting up here that we get that. So I appreciate that. It shows that you care. And, believe me, this Commission cares, the staff cares, this Village cares. So we'll try whatever we have to do to make this thing work. So with that who wants to answer some of the questions? S.R., Jean, who wants to lead it off?

Jean Werbie-Harris:

Well, I'll start off by introducing S.R., but I just want to comment on a couple of things. First of all, every development in Pleasant Prairie when it's brought to us we look at it from an accessibility standpoint, from a police and fire perspective. We would require any of the buildings in this particular development to have full fire sprinklers. I mean these are all different things for community benefit such as the camera system for security. So we really spend a lot of time in looking at building layouts, turning radius, width of fire lanes, we look at all of those

things. And we have for many, many years to make sure that these aren't developments that are not going to be able to be serviced by Pleasant Prairie and our police and fire department. So that's one thing that we do look at very, very closely whether it's this development or any of the other developments in the Village.

A couple other things I wanted to point out, and then I'd like to like I said introduce S.R. up here. One of the things that we had talked about is that, yes, there is no northern park as we had originally identified. So there were two different things that we looked at as a staff. Number one, at the very northeastern corner we had identified and worked with Bear to create a green space, and they were going to create a dog park up in that area. Again, it's not a traditional park as you'd see with children, but it would be for animals, dogs, to be able to run around and do their thing up there. So that was one element that we had looked at for park and open space.

And then the second thing that we had mentioned to them is that we wanted to see them put some additional playground equipment in the existing park. And then a third element related to all of this was to try to interconnect Creekside existing as well as the new Creekside with basically sidewalks. It's something that as a Village we've looked at over the years. But in the last two to three years we've been looking at it a lot more closely. I don't know that we've made final decisions on anything with respect to sidewalks. But we know that, for example, in our Village Green, our downtown, even just the minimal sidewalks that we've put in up to this point throughout the Village they have been used very much by a lot of the residents who live here as well as anybody who comes to the area that wants to do some walking.

So I think that we have not made any final decisions on the sidewalks, but I think we do need to make some strong policy decisions on this development and any other development as we move forward with respect to the sidewalks. Again, just like the few sidewalk areas that we do have it would require that the abutting landowners or association would be required to maintain them. The Village isn't going to be maintaining sidewalks or snow plowing them. So it's something that we have to look at very seriously if we were going to require them in this development or any other development in the Village to bring people around the community.

Again, we don't want to see any dead ended sidewalks, but we want to make sure that sidewalks interconnect. So that's why we're actually showing this interconnection along Creekside Circle because we feel that having dead ended sidewalks doesn't make as much sense as continuing a loop around a community or a subdivision or a development. So that question has not been resolved yet.

With respect to traffic, whether this is apartments or condos or single family it's still going to generate traffic. And we've looked at the interconnections of the roadways and so on and so forth. It doesn't warrant or justify any type of signals in this area. Depending what happens with the Dabbs Farm property and some of the property south, then a TIA would have to be done to re-examine those areas. But whether the housing type of the occupancy type is not going to determine whether or not additional apartments or condos are going to need signalization or people are going to wait longer to get in or out of their development. So I mean we've looked at that, we have looked at that since the '90s in this area. And I really don't know that that is something that is of grave concern. Again, as we continue the area to the south I think that that is a concern. We do need to take a look at transportation and whether or not there needs to be any additional lane movements or turning movements, but it wouldn't warrant a signal in this case.

With respect to why the developer needs to have this multi-family interjected into this particular development I'm going to let S.R. answer those questions. With respect to the trucking of fill I think that that's another issue we do have to resolve so sidewalks and the trucking of fill. The viability of the development, again, that's an S.R. question. With respect to the cost of the development, costs for new construction costs and costs for infrastructure construction, and our engineer can respond to this, but it's pretty close to $1,000 a foot for infrastructure construction.

And in this case there is a bridge which is probably three quarters of a million dollars. So just so that everyone understands, to put in new single family homes right now that cost is nowhere near $30,000. That's what it was 30 years ago. Now it closer to $70,000, $80,000, $90,000 a lot. Just so that everyone understands that to do this as just single family would probably not -- there wouldn't be enough funding from the developer in order to complete Creekside Circle and 91st to do it as single family. That's why he stopped three years ago because of the costs involved.

So I just want to make everyone aware I know what they would like to see, but just so that we know maybe the market's not strong enough yet because of the fact that single family lots are going for $110,000, $120,000, $130,000, and that is just the land, nothing else. So the costs are significant. And then, again, Matt can probably back me up on a lot of this based on what we're seeing for infrastructure costs. It's not inexpensive to do single family. If it were we'd have a lot more single family developments under construction in the Village.

Because we now require concrete roads. We've changed our standards. They're not a traditional asphalt road. They're concrete roads with asphalt overlay. And, again, we're trying to do it to be a little bit more sustainable and to bring the overall costs to the Village down for maintenance of public roads. So there have been a number of things that have changed from the Village's perspective for infrastructure going in, and those costs we pass all that onto the developers. Because we want these roads and the infrastructure to last that much longer with less maintenance cost to the Village overall.

A couple other questions that I'd like S.R. to answer is what gets built first? Would he build the apartments first or the single family housing, and why does he need to do it that way? Could or would there ever be any changes with respect to rents? Could those rents go down? Would the rents only go up? How long would they stay with these rent restrictions. And so that's something I think that I need to have him address.

It is true that the initial phases, everything that was planned and constructed as part of the initial phases for the condominiums, the single family and the two family condominiums those were always all intended to be owner occupied. I don't know what the ultimate goal, if that would ever change from Mastercraft. The original plan was all the expansion areas would be owner occupied, but we never got that far when the economy tanked. So I don't know what their ultimate goals were, if they were every going to change that or not. But the initial plan did show this all as owner occupied.

We don't have any other developments -- someone had asked if we had any other developments where you go through a single family to get to the back area or to another area where it's multi-family. No. We only have about six multi-family projects in the Village right now.

Cobblestone, Fountain Ridge, Hidden Oak, those are all on Highway H. Skyline, Cobblestone are also in the Prairie Ridge areas. So we really just started to explore multi-family in Pleasant Prairie, and we've been pretty successful with some very nice multi-family and very high end multi-family in Pleasant Prairie.

But we've had so many people also ask if there were any lesser price points to live in Pleasant Prairie in an apartment. If all the apartments rent at $1,200 or above we are minimizing the amount of residents that could come to our community that are making a lesser wage. So we need to decide is this the right location for them, or would there be another location in Pleasant Prairie that would be more suitable? And we are investigating all of those possibilities.

What I can say is that the apartment, the look, the feel, the design, the architecture, the building materials, the use of sprinklers, the use of cameras, all of those things are on par with the other apartments in Pleasant Prairie just so that you know. We're not scaling back on any of the architecture, the design or the materials with the construction. So from that perspective they would be the same as all the other units in Pleasant Prairie, the new ones under construction.

But I think what we need to do is bring S.R. up. And I guess I would like to hear more of a case as why here, why now, why clustered in these locations, could those rents change and the cost that -- he actually knows his costs. We haven't seen all of that yet. Eventually we would get all of that cost information. Because letters of credit and all the financial security and the contract documents and everything has to be presented to us so that we can draft development agreements and so on and so forth so that everything happens exactly the way he says that it's going to as part of the approval process. But I'll let him start answering some of the other questions.

S.R. Mills:

I took some good notes here. [Inaudible] topics first in relation to traffic. As Jean mentioned early on I think it's comparable. I believe what we're looking at now versus the original plan traffic is really on par. The park improvements also eluded to we have some flexibility there. We don't want to have parks for the sake of having parks where they're not used. We want to ensure that we have the right kind of parks and the right kind of open space. That is something as we talk about this plan and why we think it's a good fit. We do have a lot of open space. We have a lot of green space. We're trying to create high quality space that people can use. Oftentimes people just don't want necessarily a small, whether it's a neighborhood park or a smaller area that really doesn't get utilized.

Sidewalks we think are a good idea. I fully appreciate everybody's comments here. Paying for it might be a different thought process as it relates to the ongoing maintenance. But we try and make it as livable as possible in incorporating neat spaces. The pond areas and the stormwater that is something as we talk about the financial burden back to the association we don't have water draining to the northeast to the pond that I believe was referenced behind the duplex product. The general stormwater flow goes to the southwest, and so it connects through hard pipe and swales. We might have to lean on our engineers, and Matt can maybe even comment to it. And we have some gentlemen in the crowd. But it works well from a stormwater -- if there are any stormwater issues typically when we have the pipe in the ground and we finish a

development off we alleviate those. We don't create more stormwater problems. We typically solve them. So that's something that I'm very confident that at the end of the day this would do.

One of the questions was back to property management and ownership. There's a mandate that we have to actually own this for 15 years with a lot of the things that we obligate ourselves to from a debt and equity standpoint. In reality we don't sell our multi-family development. Anything can happen and I understand that. But much like all of the product that we do we're accountable for. We're here for numerous developments so we know you're only as good as your last deal. So we're accountable for who moves in, who stays in and the upkeep from a look and a feel standpoint.

Can the rents be lowered? So the lower threshold on this is imposed by us. Because much like any market rate development, the newest one that was done by the hospital could they lower their rent? They could, but that could also cause a default with their lender, and there's no benefit to lowering the rents. Now, why do people lower rents? If you're in a down time and you can't lease them those rents start to fluctuate. Right now we're certainly in a boom. I think that is one thing that we think this type of product is somewhat insulated against. Any significant downturns while we might see them at the higher end, $1,800, $2,000, $2,500, if there's a dip in the market we start to see some softness there. The product here between the $700 and $1,300 a month we feel very good about that. We don't see the softness in this type of product.

Specifically when we have waiting lists that does a couple of things. One, it ensures that if we get into tough times we don't have to reduce our rents. The other thing it ensures is with waiting lists we always have somebody that's willing to take that next unit. So if we have a bad actor, a bad citizen, if we have an issue with somebody, again, we are the first to evict them and get them out. Now, there's always problems. I mean there's problems with condominium associations, there's problems in single family subdivisions. There's problems in all kind of communities, and it's really management and how you address it. I think we pay close attention to that and the Village certainly does, too, with a lot of the policies and procedures. And nothing is ever perfect, but we're here and we're accountable to make sure it's really nice. Again, we stand by what we do.

One of the questions goes back to the aging in place. This isn't an age restricted development. As it goes back to the aging in place we see a large percentage of seniors, retirees, widowers, etc., move into a rental product. By 100 year old uncle in Peoria, Illinois just moved in about two years ago to the first floor flat of a rental product. And while that's a bit of an extreme example given the age, that is absolutely indicative of who we see here. And so it will be a mix of people in their 20s and people in their 70s and everything in between. And that's part of what makes a good community at different socioeconomic points.

I'm not big on the fearmongering as we talk about low income. This isn't low income. People can say it is but it's not. And when we talk about strip clubs and crime and things like that it's not this. And things like that can happen everywhere. You can always have crime. And certainly we have a large enough footprint that crime happens. We do everything we can to mitigate it. We work really hard, we have all the security systems. Again, we're very, very diligent. But I do take exception to saying that whether it's a two bedroom that's owned as a condominium or as a rental that we're going to have criminals in there. That's not the case.

Again, I think it will be a high quality development. As we go back to the bricks and the sticks and the look and the feel the staff does an exceptional job. We look forward to having a great, great development that fits in well.

One of the other questions goes back to the duplex, that one unit in the northeast corner. Currently we could not have that product be part of the existing association given the State of Wisconsin condominium laws. So that would actually be a fee simple unit. So it would be two sides that would be whether it's owned individually or owned by the same person, but it would not be part of the existing association. So we can't do that unfortunately with Wisconsin State Law. But we would have it as a for sale product.

Relative to the ADA and all of the other programs, the Americans With Disabilities Act, we comply with all of that. We're diligent on it. There's a lot of details that still go into the construction documents and working with the Fire Chief, the Police Chief. We've had a lot of those preliminary discussions to make sure that we flush out as many of those issues as we can on the front end, but certainly there's further work to do in going through that. Jean, did I miss anything?

Oh, yeah, so a far as the timing the multi-family -- so all of the infrastructure will go in at once. So it's $6 to $7 million worth of infrastructure that has to go in out of the box. And then the multi-family would start immediately. So there would not be a phasing with the 140 units. And the single family going down from the southwest making the loop, the only part of the single family that potentially would be phased would be the two cul-de-sacs coming in the east going to the west. But all of the infrastructure to get the traffic circulation, etc., would be completed.

As far as the actual construction and going vertical with the single family homes, right now as eluded that's really not a concern. We don't have too many vacant single family subdivisions, but there's a lot of available lot product. I think it's probably a three year absorption period, three to four year. We used those same numbers at Arbor Ridge, and we're probably going to exceed that. It will be done quicker, but that's what we're anticipating right now.

One of the other points was brought up just on the sale prices, and I do have some information here as to where we're at at Arbor Ridge. Custom contracts, $424,000, $555,000, $540,000, $395,000, $494,000, $489,000, $457,000. So these are deals that have been inked, and I do think it's very indicative of what we're going to have here from a single family standpoint.

Michael Serpe:

Thank you, S.R. Jean, anything else?

Jean Werbie-Harris:

There were a couple of other questions regarding someone's concern about speeding on Creekside Circle. Any concerns with respect to speeding or traffic control those really should be addressed directly to the Police Chief. And then he would take the appropriate actions. Whether or not there's some type of speed control advice or monitoring advice that gets put out there, or there's an officer that gets stationed out there to do something, but that should really be addressed

directly with the police department. And whether it's currently or in the future that's how we address it in all the new subdivisions and all the existing subdivisions in the Village.

Someone else asked a question about an 89th Street connection to the east in the neighborhood plan. It showed that there is a potential to connect 89th Street at the very northeast corner of Creekside, and then it would go all the way to the east towards 89th and then towards Cooper Road. Again, there's no immediate plans for that. Again, it's just at this point we have a neighborhood plan that outlines where it could possibly go and where possibly a connection could be made on the north side of the park to make that east/west connection from Cooper Road to this development. Again, it's based on willing property owners wanting to develop their land. The Village isn't going to go in and put in each segment of that roadway. It's when and if those areas develop then those connected pieces get put in. No different that Main Street going from Village Green all the way out to Old Green Bay Road. It's when those specific areas start to develop that's when that infrastructure starts to be put in.

Nathan Thiel:

S.R., there was a question regarding a point or comment that was brought up with duplexes along the pond and the change in landscape that they originally had identified that they'd be seeing single family lots. Can you just talk briefly kind of how you're addressing the back side of that pond?

S.R. Mills:

Certainly, back to the site plan, so I think it's important to look at the proximity of where we're at with multi-family buildings west of the pond and also in relation back to the duplexes to the east. So certainly sensitive to obstructing view or having something that isn't -- no matter what the situation is we don't want back yards facing each other where somebody is looking in at somebody else's living room. So one of the ways that we're -- regardless of the product what we've tried to do is have a large berm that will extend on the west side of the pond. It will be heavily landscaped. So we don't want -- just like the duplexes don't want to have anybody looking in, we want to create that separation there.

And so we would look to have a four to five foot tall berm but with significant greenery that would run up the balance of that side of the pond. Then we would actually have a walking path west of the berm that would lead back to the dog park up there to the north. So that's a feature that we think should alleviate any real concerns once it's up and constructed that it would block any of those views and also any lights. Headlights coming in into the development we want to ensure that those do not shine into the back of anybody's windows or would be a hindrance.

Jean Werbie-Harris:

So, S.R., why 140 units? Why did you look at that?

S.R. Mills:

So we tried to -- the main reason was to stay in line with the density that was already there. So when we looked at the 172 units that it was entitled for we went back and said, okay, we don't want to do anything that's anymore dense. So when we think about the number of bedrooms and the product and how is that going to work we don't have any additional traffic issues that weren't contemplated originally, we want to try and make it better. We think that going from the 140 units acquiring the land to west so it's not quite and apples to apples comparison because we do have additional land, but when we look at the 172 units on the 58 acres now I believe we have just over 150 units with the inclusion of some single family.

So trying to balance that out, the 140 we felt it fit well, but we could, again, keep that density comparable. Where from a look and feel standpoint when we look at the eight unit building versus the 20 unit building here the size is pretty comparable. The 700 square foot one bedroom apartment I believe we have 55 percent of the units are one bedrooms. Only 10 percent are threes, the balance made up in twos. So when we look at the actual fit it's not that different from a larger eight unit condominium-type product. So we wanted to do something that fit well, decrease the density. We wanted to ensure it was walkable, and we created the buffer between the multi-family and the balance of the development.

Jean Werbie-Harris:

So did you look at trying to put some of that multi-family more on the west side and splitting it up into three areas or four areas?

S.R. Mills:

We did. And originally within the first plan as we see the single family that kind of goes from the southwest to the north we had multi-family on that side. And some of the feedback was, well, there was more of a concern about the traffic going through Creekside Circle to the southeast. And so based on that feedback, this was something that came from the meeting at the RecPlex, we thought it was appropriate. And decided let's try and shift those buildings further to the west closer to Old Green Bay Road. That way we could really alleviate any necessity that if somebody is going back to the south there's no reason that they would want to go back through the development to enter and go to the southeast and then further to the east. So trying to lay out it to path of least resistance for homeowners, for anybody that lives there, any resident, we want to make sure we understand those traffic flows as best we can. So that was part of the reason that we shifted and pushed additional multi-family north and west.

Jean Werbie-Harris:

Someone had asked the question, I'm not sure if you answered this, who would be the leasing agents and who would be doing the evaluations and so forth.

S.R. Mills:

We do all of that. So that's within our control, that's our company or the Bear Real Estate group. We have strict criteria. We have all of that. We have to adhere to federal guidelines. There's equal housing just like anybody has to. Certainly we have to be consistent with our restrictions. We are consistent. And so that's all done at our shop.

Michael Serpe:

Thank you, S.R. Okay, comments and questions from the Commission?

Jim Bandura:

S.R., don't go anywhere.

Michael Serpe:

Stick around. Jim?

Jim Bandura:

Just out of curiosity did you look at any other additional properties like for Jean's concerns to split them up, the multi-family units?

S.R. Mills:

You're talking within the site?

Jim Bandura:

Yeah, or even a little bit off the site on Green Bay like say north or south of what's proposed by the clubhouse?

S.R. Mills:

Sure, we did. And that's part of the reason that we actually acquired the additional four acres, too, is to be able to better push the density back and forth, get it to align properly and to be able we think have it work well. We certainly looked at a lot of different sites to the north, to the east, to the west to get it all to align. We felt that this was a pretty good fit given the prior density and some of the traffic patterns. But we did look at a lot of different options. Again, we've been working on this one for about six years to try and find something that fit.

Jim Bandura:

So going to the demographics you're looking at pulling people from -- the people that are working in the park, the industrial park?

S.R. Mills:

The demographic will be when we think about it it's one bedroom, two bedrooms, three bedrooms, smaller amount of threes. We did a bit of a study looking at the school age children in comparable developments that we have. It's about one child for every six units is kind of what we found. And I think it will probably be a little less here because we don't have a lot of two bedrooms and three bedrooms. Primarily what we're going to see we think are seniors. I think we will have quite a few seniors where if somebody wants to age in place, they don't want to leave town after they retire because they can't find something that makes economic sense. We've seen that as a big push. And then we also see somebody that makes between, again, that $25,000 and $55,000, that when they're coming into the area they don't want to maybe purchase a home yet, they don't know exactly where they want to be.

Jim Bandura:

You're basically restricting the seniors to the lower level then, am I correct?

S.R. Mills:

Correct. And that's just part of having the two story.

Jim Bandura:

Hypothetically say my 90 year old grandmother wants the second floor that's not going to happen.

S.R. Mills:

That's not going to happen. And that's all in line with the ADA compliance. We have a great spot down the street where we'll have an elevator to accommodate them. This will not be that type of development that would accommodate somebody with issues walking or stairs living on the second floor.

Deb Skarda:

S.R., how many first floor single bedroom units will you have? Because I'm going the same place. I mean it seems like there's a lot single bedroom units, very disproportionate. And I'm going where Jim was going as far as if you're thinking that your population is going to be elderly how are you managing that?

S.R. Mills:

And I don't think it's going to be elderly either. I think we're going to have a mix. And so I want to make sure I don't overemphasize the fact that we will have seniors. Because I think it's something as we talk about aging in place that is something we will accommodate here, and we will have some of that. But the majority, probably 70 to 80 percent will be from 25 to 60 years old. So when we look at the floor plans the first floor is all the way to the top. We have a

combination of primarily two bedrooms. We've got a couple one bedrooms there, too. So it's a mix between the twos, ones, twos and threes on both the first and the second floor.

And what we've tried to do it's more art than science. We have a big portfolio to choose from to try and figure out those percentages of the one bedrooms, the two bedrooms and three bedrooms. We're always tweaking it, we're always trying to make the product better. We feel very good that this product will lease. We're talking 140 units. And the way that we would look to have this absorption work over time we typically deliver about two buildings a month, one to two buildings a month. So we think it would -- we found the other development that works well, and this is a pretty good mix. There was concern we heard early on about having too many three bedrooms with having too many kids. So we tried to limit that a little bit as well. And so we're trying to find that balance in here.

Bill Stoebig:

So, S.R., I guess there's an HOA in place for the current owners, right? So the apartments, the seven 20-units is that going to have any HOA to it?

S.R. Mills:

No, it would not. So one of the -- again, this really goes back to that State of Wisconsin condo law. Because there was such a gap from when the original development was platted and the association took place, if it's over a decade we could not join that association even if we wanted to. So really it is completely separate and distinct. Now, it was platted going back to the Village process the condominium plat, as far as that association is concerned it's separate.

Bill Stoebig:

And so even the new single families will be a new HOA?

S.R. Mills:

That's correct.

Deb Skarda:

I have another question related to kind of from a Bear management perspective. You were talking a little bit about that if you've got a problem resident or renter, whatever you want to call them, they're quickly dealt with and evicted. What's your eviction rate and how does that compare to other property management companies?

S.R. Mills:

I don't know our eviction rate. From the standpoint, though, that being local and we have developments in other areas and other states as well, and we certainly see outside rates and private equity groups that have developments here, from a management standpoint we have a centralized office platform which means that we have a main office, we're located here in the

Kenosha area. Now, we also have onsite managers at each one of these developments. But it's a little bit different where if we owned a random development in Georgia and we had our property management company down there, it's really one office, one person dealing with that. So we do have some additional backup here because it's part of a central office management.

Deb Skarda:

So for the group that is here managing it do you know how you compare to other organizations?

S.R. Mills:

I know that right now we have a 98.6 occupancy rate. So we have one of the highest occupancy, when you look from southeastern Wisconsin to the state we have significantly higher occupancy. Now, that can mean a couple of different things. One, we could have happier tenants that just want to stay longer and we have less turnover. Or it could mean a variety of things, but it is one of the main barometers that we've looked at that over time if we continue to have higher than average occupancy it means that people are generally happier. We do a lot of surveys.

And we know that it's tough to pull back exact data about our eviction rates. You can get good tenants and you can get bad tenants. And that is definitely more art than science. I can tell you, though, that we fully understand that if you get a bad tenant it is poison in the development because they will drove good tenants away. And unlike a condo association where the rules and regs are individual, we still have a lot of control. Now, we have to follow federal and state guidelines, etc., with how we evict. But we are very, very diligent on that because we've seen developments. We've come in on turnaround deals where others have kind of screwed things up in the past, and we've stepped in to try and rid problem tenants and go through and it's tough. So we want to make sure there's an ounce of prevention and a pound of cure scenario going into it that we do not -- we do our best to make sure that bad tenants don't take root in there and we get them out so we don't lose good tenants.

Michael Serpe:

Anybody else? Brock?

Brock Williamson:

So the density that you're proposing is that the only way to make this work?

S.R. Mills:

It is.

Brock Williamson:

And the same thing with apartments?

S.R. Mills:

Yeah. And it was a bit of a sweet spot where we try to find that balance. We try to look at it from a good land use plan standpoint, too, to say, okay, what's going to fit within the Creekside Circle. How do we get that density to fit to balance with the existing development, to balance with what was platted before to have it work.

Jim Bandura:

Do you have any WHEDA other buildings under your control?

S.R. Mills:

We do, many. We have a considerable -- we've done a lot of developments with various state housing agencies over the years.

Jim Bandura:

Once that restriction of 15 years goes off where do you see the rent amounts going?

S.R. Mills:

Historically they go up, they don't go down.

Michael Serpe:

Anybody else? Well, this is a Conceptual Plan that we're looking at right now. I think the people have brought out good, good concerns, great concerns. Just a little background if I could. Our Community Development Director has been with the Village for 30 years. I've been on the Board for that length of time as John Steinbrink, Mike Pollocoff, they're not here tonight. We've approved a lot of developments for the Village. And I challenge anyone to point out a development that we failed on whether it be commercial, industrial or residential. Whether or not we approve this in the ultimate end, not tonight, whatever we do tonight, whether or not we approve this, the last thing this Commission will want to do or the Board is approve a development that's going to be negative on you. That's not what we're all about. And I think we have 30 years of proof standing behind that. I want somebody to point out where we have failed. We don't do that.

Jean Werbie-Harris is a person that will stand up to big money and big influence, and that's a benefit to any one of us in this room. We can have developers come in here just push us over, it doesn't happen. It just doesn't happen. So have a little faith in our Community Development Director and her staff, this Commission and the Board. There's a lot of things that still have to be resolved as far as I'm concerned on tonight's meeting. Sidewalks is one of them. Maybe we can tweak some other things that people have brought up. But we're a part of this Village as well, and we're not going to give you a bad product. That's not what we're about. With that I look for a motion on Item C as 19-05. What's your pleasure?

Jim Bandura:

Mr. Chairman, I realize that this is a tough, tough thing to go over, and I really have faith in Jean and the staff in working towards a good relationship with everybody and the Village. I don't want to stop this process, and with that I would recommend it moving forward subject to working with Jean and getting everything addressed.

Michael Serpe:

Jean, just for clarification tell the audience how many more meetings will take place before this becomes final.

Jean Werbie-Harris:

So there's multiple steps in the planning process. The initial step would be tonight before the Plan Commission that deals with the Neighborhood Plan and a Conceptual Plan. The next meeting it would go to the Village Board for them to evaluate the same thing, the Conceptual Plan and the Neighborhood Plan. The next step for the developer would be to put together the detailed engineering plans and to bring back a Preliminary Plat, and that would involve a public hearing as well before the Plan Commission and then a meeting before the Village Board. And then the next step after that is the final plat, again, another public hearing before the Plan Commission and then the Village Board.

So traditionally there's at least six meetings, three before Plan Commission and three before the Village Board where all the other details are ironed out, vetted out, concerns are addressed with respect to the legitimacy of the plan. The key is that there needs to be some direction given to the developer by the Plan Commission and by the Board in these initial steps as to whether or not he continues to move forward or are some things that just need to be tweaked or adjusted or removed or added, and this would be the time to kind of address some of those other things as we start to continue to refine the project as we move forward.

Michael Serpe:

I strongly suggest that we work together with S.R. Mills and address some of the concerns that some of the people have here. I think they're legitimate. I think we can probably maybe make some adjustments here and there that will make this a little bit more easy to accept, sidewalks being one of them. It sounds like they don't want them, a couple of things that were brought up. Let's work on this thing and see if we can just make it acceptable to everybody. Is that a motion?

Jim Bandura:

I would make a motion for the resolution of 19-05 to send a favorable recommendation to the Board.

Michael Serpe:

Second?

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECONDED BY JUDY JULIANA FOR APPROVAL OF RESOLUTION 19-05. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Item D, public hearing and consideration of a Conceptual Plan. This is a Conceptual Plan. There's many more steps before this becomes final.

Jim Bandura:

Could be a lot of changes. With that I would recommend approval.

Brock Williamson:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECONDED BY BROCK WILLIAMSON FOR APPROVAL OF THE CONCEPTUAL PLAN. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

Jim Bandura:

Thank you very much.

Michael Serpe:

Okay, let's move on.

E. PUBLIC HEARING AND CONSIDERATION OF A FLOODPLAIN BOUNDARY ADJUSTMENT for the request of Matt Fineour, Village Engineer, on behalf of the Village of Pleasant Prairie for the proposed culvert replacement crossing of a tributary to the Des Plaines River which is located on the access road to the Pleasant Prairie Residential Recycling Center located at 8000 128th Street.

Jean Werbie-Harris:

Item E is public hearing and consideration of a Floodplain Boundary Adjustment for the request of Matt Fineour, Village Engineer, on behalf of the Village of Pleasant Prairie for a proposed culvert replacement crossing of a tributary to the Des Plaines River which is located on an access road to the Pleasant Prairie Residential Recycling Center located at 8000 128th Street.

Michael Serpe:

Excuse me, Rocco, could you go to the back of the room, please. Thank you.

Jean Werbie-Harris:

The Village is proposing to replace culvert under the existing driveway access to the Residential Recycling Center at 8000 128th Street and to add an additional pavement layer to the roadway. These culverts allow for floodplain waters to flow under the access driveway. For information, this access driveway is proposed to be dedicated as a public street known as Greenway Court as a condition of Prairie Produce Farm development.

The culverts replacement and additional pavement layer will not amend the location of the 100-year floodplain boundary, but the hydraulic analysis shows that the modification would increase the one percent annual chance event water surface elevations by 0.20 feet on the downstream side of the culverts, the west side of the roadway, about ten feet west of the culvert on the Village's property within the existing 100-year floodplain as further outlined in the attached Hydraulic Analysis dated November 28, 2018. As a result of this water survey elevation increase a Floodplain Boundary Adjustment is required.

The Floodplain Adjustment is consistent with the purposes of Section 420-131 of the Village Zoning Ordinance and is not in conflict with the applicable rules of the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency. Permits would be obtained from the Wisconsin DNR and FEMA prior to the proposed work commencing, and when the work is required a Letter of Map Revision or a LOMR will need to be obtained. After the LOMR is obtained public hearings to correct the Zoning Map and Zoning Text will be held. This is a matter of public hearing. The Village Engineer is here if you would like to hear any further explanation or comment with respect to the request.

Michael Serpe:

This is a matter for public hearing. Anybody wishing to speak? Anybody wishing to speak? We'll close the public hearing and open it up to comments and questions.

Jim Bandura:

Mr. Chairman, I recommend approval.

Deb Skarda:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECONDED BY DEB SKARDA FOR APPROVAL OF A FLOODPLAIN BOUNDARY ADJUSTMENT. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

F. PUBLIC HEARING AND CONSIDERATION OF AN AMENDMENT TO THE VILLAGE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE to Section 395-72 G related to basement level sewer service for residential developments.

Jean Werbie-Harris:

The Village staff is recommending that Section 395-72 G of the Village's Land Division and Development Control Ordinance be amended to clarify that all public and private sanitary sewer mains shall be designed and constructed to provide gravity basement service. Further, new residential homes and units shall be connected with gravity basement sewer service unless approved by the Village Engineer based on a practical difficulty or unnecessary hardship. This clarification would allow for existing lots that have municipal sanitary sewer within the adjacent street to have hung plumbing or an injector pit if the existing sanitary sewer cannot provide for gravity basement sewer service.

Again, we had a strong provision in the Land Division Ordinance that something shall be this way with respect to the sanitary sewer. In some cases sanitary sewer was put in many years ago, and based on its depth or the soils it made it very problematic and almost financially impossible for connections to be made to that sewer especially on 116th Street where the soils were so poor. So we wanted to work in some flexibility into the Land Division Ordinance and give that flexibility to the Village Engineer so that on a case-by-case basis if, in fact, there is some unique circumstance that would prevent that connection and require hung plumbing or an injector pit or some type of grinder pump if you will that they would be allowed to approve of it as opposed to a

variance being obtained by the resident from the Village Board from the Land Division Ordinance.

Michael Serpe:

This is a matter for public hearing. Anybody wishing to speak? Anybody wishing to speak? We'll close the public hearing and open it up to comments and questions. Don't we already have provisions in place for grinder pumps in areas?

Jean Werbie-Harris:

No.

Michael Serpe:

We don't?

Jean Werbie-Harris:

No, not really, no.

Michael Serpe:

On 47th Avenue we have a couple homes out there that have grinder pumps?

Jean Werbie-Harris:

Right. As Peggy is reminding all of us we had variances that needed to be granted. Special exceptions or variances were needed to be granted by the Village Board. And we want to not have to bring those situations again back to the Village Board each time and hold up the property owners from being able to pull permits and start their construction. We just feel that we have a professional engineering staff that would review each situation on a case-by-case basis, look at the elevations, look at the home and try to work with the property owners. Again, it's not typical because it's not how things are designed in Pleasant Prairie. But it does happen occasionally.

Michael Serpe:

Would this be a good fix for Cooper Road south of 80th?

Jean Werbie-Harris:

Well, that's a little bit different situation because --

Michael Serpe:

John, would that be what we're looking at?

[Inaudible]

Michael Serpe:

Comments or questions?

Jim Bandura:

I would recommend move for approval for the amendment to Section 395-72 G.

Deb Skarda:

Second.

Michael Serpe:

MOTION MADE BY JIM BANDURA AND SECONDED BY DEB SKARDA FOR APPROVAL OF THE AMENDMENT TO THE VILLAGE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

6. ADJOURN.

Judy Juliana:

Move to adjourn.

Brock Williamson:

Second.

Michael Serpe:

Motion made and seconded to adjourn. All those in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you, people. Thank you very much.

Meeting Adjourned: 9:35 p.m.

PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
February 11, 2019

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on February 11, 2019. Those in attendance were Michael Serpe; Mike Pollocoff; Wayne Koessl; Deb Skarda; Jim Bandura; Judy Juliana; Bill Stoebig; John Skalbeck (Alternative #1); and Brock Williamson (Alternate #2). Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Peggy Herrick, Assistant Village Planner and Zoning Administrator; and Aaron Kramer, Deputy Planner and Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CORRESPONDENCE.

Michael Serpe:

Jean, anybody?

Jean Werbie-Harris:

I have no correspondence this evening. But unless you would just like to have me mention the Village Plan Commission meeting schedule I have revised it for April. And so I just wanted to bring to everyone's attention that the second and fifth Mondays of April the Plan Commission will meet, not second and forth due to Easter week and a number of people being on vacation. So just so that you know that April 8th and April 29th is the new schedule, and I just wanted you to be aware of that.

Michael Serpe:

Is that why this is highlighted April 29th?

Jean Werbie-Harris:

That's exactly right.

Michael Serpe:

Okay, thank you. Anything else?

4. CITIZEN COMMENTS.

Michael Serpe:

We have two items on the agenda tonight and neither one are a public hearing so there won't be any comments during those. But if anybody wishes to speak and approach this Commission with something to ask or say now is your time to do that. Anybody wishing to speak? Anybody wishing to speak? We'll close citizens' comments.

5. NEW BUSINESS

A. Consider the request of Doug Houser, agent on behalf of Seefried Properties, for approval of Final Site and Operational Plans for the re-development of the property located at 8500 116th Avenue with a 205,732 square foot speculative industrial building and associated site improvements.

Jean Werbie-Harris:

Trustee Serpe and members of the Plan Commission, this is the request of Doug Houser, agent on behalf of Seefried Properties, for approval of Final Site and Operational Plans for the redevelopment of the property located at 8500 116th Street with a 205,732 square foot speculative industrial building and associated site improvements. Seefried Properties intends to purchase the property located at 8500 116th Street. This is a building that was formerly occupied by Rentsys Recovery Center. What they intend to do is raze the existing 11,488 square foot building that's on the property today and construct a new 205,732 square foot speculative industrial building on 12.78 acres.

The speculative building would allow for the building to be subdivided into multiple tenant spaces that range from 50,000 square feet to that total amount which is 205,732 square feet. The two existing access points on the site will remain. The site will provide for 199 parking spaces including the handicapped accessible spaces. There will be 23 dock doors with an additional 36 truck spaces which could be converted to dock doors on the west side of the building. In addition, 25.03 percent of the site will remain as open space.

Storm water for the development is accommodated through an onsite drainage system which drains to the regional retention facilities in the LakeView Corporate Park which is to the north of the property. It is anticipated that the building will be completed in the fall of 2019, actually maybe winter of 2020. With that at this time they do not have any specific users identified for the site. If there's any questions of staff or the petitioner we'd be happy to answer.

Michael Serpe:

Comments or questions?

Jean Werbie-Harris:

We'll let the petitioner come up just to give a little bit more information about, because Seefried has not done a property development in the Village yet or in the Corporate Park, so maybe we'll let them explain a little about who they are.

Michael Serpe:

Name and address for the record is you would.

Doug Houser:

Yes, sir. My name is Doug Houser with Seefried. I think last time we were here Dave Refee [phonetic] was standing up here and gave you a little presentation on what Seefried does, who we were. But we do about $2 billion worth of development across the U.S. headquartered in Atlanta. Our office, the office that Dave and myself are out of is in Rosemont. As Jean said we haven't don't a project yet in Southeast Wisconsin. We're very excited to get up here, already a well established park, we're excited to put a building up and see who comes.

We do a lot of business with the likes of Amazon, big companies like Amazon, Home Depot, smaller ones as well. So we're making this facility specifically divisible into smaller tenant spaces. As Jean said it's 50,000 square feet so we can bring in the big user, but we're more than welcome to open our arms and our doors to smaller users as well.

Michael Serpe:

Any comments or questions from the Commission?

Wayne Koessl:

Are you going to correct that 116th Street?

Michael Serpe:

Yes. There's a little mistake, on the 116th Avenue it reads on the agenda, it's supposed to be 116th Street.

Jean Werbie-Harris:

And I did read it correctly.

Michael Serpe:

Wayne is correct on that.

Wayne Koessl:

If there aren't any further questions, Mr. Chairman, I would move that the Plan Commission approve the Final Site and Operational Plan subject to the comments and the conditions of the Village staff report of February 11, 2019.

Mike Pollocoff:

Second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECOND BY MIKE POLLOCOFF FOR APPROVAL OF THIS FINAL SITE AND OPERATIONAL PLANS. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you, Doug.

B. Consider the request of Brad Folkert, Director of Construction/Facilities and agent for Uline, for the approval of Site and Operational Plans to occupy 300,000 square feet of the existing building located at 11290 80th Avenue in LakeView Corporate Park for the warehousing and storage of shipping supplies.

Jean Werbie-Harris:

Trustee Serpe and members of the Plan Commission, again, this is the request of Brad Folkert, Director of Construction and Facilities and agent for Uline. They're requesting Site and Operational Plans to occupy about 300,000 square feet of the existing building located at 11290 80th Avenue, and this is in the LakeView Corporate Park. And this will be for the warehousing and storage of shipping supplies.

In January, the Village issued a permit, Permit COM1901-012, to Uline and has granted a verbal to occupy 250,000 square feet of the building located at 11290 80th Avenue owned by CV II Lakeview LLC. However to occupy up to 300,000 square feet of the 505,000 square foot building, which is more than 50 percent, Plan Commission approval is required.

With respect to this project no exterior site modifications are proposed except that new exterior signage is required and will be installed. Permits are being submitted to change the primary monument sign and the onsite directional sign. At this time a temporary sign has been installed identifying Uline as the occupant.

Uline is North America's leading distributor of shipping, package and industrial supplies designed to meet customer needs. Product lines have expanded to include retail, safety and material

handling, industrial and packaged materials. Uline believes that good service means offering the finest quality and best selection of products with the quickest service in the industry. Uline's 600 plus page catalog reaches businesses nationwide, offering thousands of products with quick delivery.

As long term partners they hope to exceed their customers' expectations delivering every order with speed, passion and operational excellence. With over 4,000 North American employees, Uline has distribution centers near Chicago, Minneapolis, Allentown, Los Angeles, Atlanta, Dallas and Seattle. There are also locations in Tijuana and Monterrey Mexico as well as Toronto and Edmonton Canada.
Uline also operates international distributions from Pleasant Prairie and North Chicago. Uline is a very strong economic development catalyst in Pleasant Prairie and for Kenosha County. Uline currently has two corporate headquarters buildings, a conference center and five distribution warehouses within our Village.

This location is proposed to operate in two shifts from 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 6:00 a.m. They intend to employ a total of 15 full-time employees at this location, 8 on first shift and 7 on second shift. There are 365 parking spaces including handicapped accessible spaces on site, and there are currently 98 truck parking spaces on site and 64 dock doors. The parking provided on the site meets and exceeds the number required by the tenant.

As indicated earlier they already occupy 250,000 square feet and with this approval it will allow them to occupy up to 300,000 square feet of the building. Pursuant to the owner, Southwire which was the previous tenant has moved out of the facility, and the pallets/racking stored on the outside of the building within the north fenced truck dock area will be removed later next week. With that there is a representative here, but the staff recommends approval of the Site and Operational Plans for Uline to expand in this facility at 11290 80th Avenue.

Michael Serpe:

Does the representative want to add anything?

Marcia Kester-Sperber:

My name is Marcia Kester-Sperber, and I am [inaudible] real estate with Uline. And so I'm here to answer any questions you guys have. I think you guys know we have over four million square feet just in Pleasant Prairie alone. And this we have a lease that we just signed for 300,000 square feet where we occupy 250,000 square feet, and we just want to be able to occupy the remaining 50,000 square feet.

Michael Serpe:

If there's any questions from anybody we'll direct them to you. Thank you.

Mike Pollocoff:

Is this a Centerpoint property?

Marcia Kester-Sperber:

Yes.

Mike Pollocoff:

You've certainly done an excellent job, Uline has done an excellent job in the community. So it's nice seeing you expand. I know sometimes we're amazed at how finite things get in detail, but the proof is in the pudding for what you guys deliver so congratulations.

Michael Serpe:

Anybody else have any comments or questions? What's your pleasure?

Mike Pollocoff:

Move approval.

Jim Bandura:

Second.

Michael Serpe:

MOTION MADE BY MIKE POLLOCOFF AND SECONDED BY JIM BANDURA FOR APPROVAL OF THE SITE AND OPERATIONAL PLAN. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you, thank you very much.

6. ADJOURN.

Wayne Koessl:

So moved.

Deb Skarda:

Second.

Michael Serpe:

Motion made and seconded for adjournment. All those in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

Meeting Adjourned: 6:11 p.m.

A. **PUBLIC HEARING AND CONSIDERATION OF A PRELIMINARY CONDOMINIUM PLAT** for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to conditionally approve the Preliminary Condominium Plat subject to the comments and conditions of the February 25, 2019 Village Staff Report.

VILLAGE STAFF REPORT OF FEBRUARY 25, 2019

CONSIDERATION OF A PRELIMINARY CONDOMINIUM PLAT for the request of Nancy Washburn, agent on behalf of Harpe Development LLC, owner of the properties at the southeast corner of Old Green Bay Road and 104th Street (STH 165) for the proposed 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

The petitioner is requesting approval of a Preliminary Condominium Plat for the development of 6-3 unit and 14-2 unit condominium buildings to be known as Green Bay Trail Condominiums.

Background: On June 18, 2007, the Village Board approved the Final Condominium Plat, Development Agreement and related Exhibits for the Vintage Parc Condominium development which included 3-6 unit and 12-4-unit condominium buildings (66 units) at the southeast corner of Old Green Bay Road and 104th Street (STH 165). Infrastructure construction began and some public improvements were installed including the mass grading and installation of the retention basin, underground utilities (sanitary sewer, water, storm sewer, electrical distribution system and street lights), and binder course of the roadway including curb and gutter. However, due to the downturn in the economy all of the required public roadway improvements were not completed and no condominium buildings were built. Therefore, the existing Development Agreement remains in effect.

On November 19, 2018 the Village Board approved an Assignment of the existing 2007 Development Agreement to Harpe Development LLC, the new developer. Harpe Development, LLC has agreed to assume all obligations under the Development Agreement, including being financially responsible for the completion of the Required Public/Private Improvements in the Development. Harpe Development, LLC has provided the Village with the required financial security (Letter of Credit), based on a 2018 Village Engineer's cost estimate identifying the currently known outstanding construction-related costs for the Development. Additional financial security will be required to be provided to the Village as a Replacement Letter of Credit or Supplemental Letter of Credit based upon the new final engineering plans and construction costs for the new project. It is intended that a new Development Agreement will be entered into with Harpe based on the revised development plans and costs.

On January 21, 2019 the Village Board approved a **Comprehensive Plan Amendment (Ord. #19-01)** to amend a portion of the Lakewood Neighborhood Plan for the proposed re-development of the site pursuant to the **Conceptual Plan** that was also conditionally approved for the proposed 6-3 unit condominium buildings and 14-2 unit condominium buildings development to be known as Green Bay Trail Condominiums.

Green Bay Trail Condominium Plat: The existing Vintage Parc Final Plat is proposed to be vacated along with some easements and the property is proposed to be re-developed with 6-3 unit and 14-2 unit condominium buildings (46 units) to be known as Green Bay Trail Condominiums. The development proposes to utilize as much of the existing infrastructure that was installed as possible; however, the storm water retention pond is being reshaped, a street light is being relocated and some electrical utilities are being moved to allow for the new development layout.

The 2 unit buildings will be ranch-style condominiums with a 2-car attached garage and a full basement. Each building will have a 2 bedroom with a 2 bath unit that is 1,626 square feet and a 3 bedroom with a 2 bath unit that is 1,691 square feet.

The 3 unit buildings will be two stories. Two of the units will be ranch style with a 3-car attached garage, full basements with 2 bedrooms and 2 baths. One unit will be 1,617

square feet and the other will be 1,629 square feet. The upper unit will have 2,276 square feet of living space on the 2nd floor with an entry foyer with extra storage space on the 1st floor that is 244 square feet. This upper unit will have a 2 car attached garage (extra deep), 3 bedrooms, 2 bathrooms, an office, and a covered deck.

The units will have a variety of color options related to the siding (James Hardie), shake and stone materials. Material sample boards have been provided and reviewed by staff. The siding colors include: Aged Pewter, Cobblestone, Gray Slate, Night Gray, Iron Gray and Rosemary. The shake colors include: Harvest Wheat, Moonrock, Sandalwood, Rustic Cedar, Vintage Taupe, and Vanilla Bean. The stone materials include: Sienna Stack Ledge, Elkwood Weather Ledge, Steinhaus Stack Ledge, and Fallbrook Weather Ledge.

Comprehensive Plan Compliance and Density: The proposed development is consistent with the adopted Village's Comprehensive Land Use Plan and the Lakewood Neighborhood Plan.

Zoning: The property is currently zoned R-10 (PUD), Multi-family Residential District with the Planned Unit Development Overlay District. At the same time that the Final Condominium Plat is considered by the Plan Commission and the Village Board, a new PUD Ordinance will be created for this development (while the Vintage Parc PUD Ordinance will be repealed).

Developing this site with a PUD Overlay will allow for a modification of a few of the Village Zoning Ordinance requirements provided there is a defined benefit to the community. The PUD will allow for more than one (1) building per property and just slightly reduced street setbacks.

- 60 feet from STH 165 right-of-way (instead of the required 65 feet);
- 50 feet from Old Green Bay Road right of way (instead of the required 65 feet);
- 25 feet from 105th Street and 65th Avenue right-of-ways (instead of the required 40 feet) (provided that from the edge of the garage to the sidewalk there is a minimum of 20 feet to allow a car to be parked in the driveway without encroaching into the sidewalk);
- 20 feet from the back of curb to the private drive cul-de-sac for units 13-17 (instead of the required 40 feet);
- 80 feet separation spacing distance between the centerline of condo driveways and the centerline of the adjacent roadway intersections for buildings 9 and 12 (instead of the required 100 feet) and
- 20 feet separation distance between buildings as measured from the building, decks or porches will be required).

These reductions would be supported by staff in the PUD Ordinance provided that all units have individual entries with no common hallways, exterior materials are maintenance free and include elements of natural stone or brick materials (no jumbo brick) as shown in the elevations. Other community benefits include increased installing additional landscaping, required sidewalks, and future street trees and driveway extensions when the cul-de-sac islands are removed.

The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer and the Village Plan Commission and Village Board after the Preliminary Plat is approved. The required public hearing to consider the PUD Ordinance will be held at the same time as the Village Plan Commission and Village Board considers the Final Condominium Plat and related documents.

Municipal Improvements: Municipal sanitary sewer and water laterals will be provided to service all of the condominium units. Sanitary sewer and water were installed by the previous developer; however, due to the reconfiguration of the buildings, some water mains and sewer/water laterals will need to be relocated/extended.

The storm water retention basin facility and storm sewers for this development have already been constructed/installed. However, the retention basin and the storm sewers are proposed to be reconfigured slightly to accommodate the new buildings layout per the plans.

Sidewalks are now required in all developments and will be required on both sides of 105th Street, on both side of 65th Avenue, on the east side of Old Green Bay Road and on the south side of STH 165 within the street rights-of-way. All sidewalks with the exception of the sidewalk on STH 165 are required to be installed as part of this development. A cash deposit in the amount of $28,525 shall be provided to the Village for the future sidewalk/pedestrian path on STH 165 which will be installed at the time that future improvements are completed in STH 165 (excluding the intersection improvements at STH 165 and Old Green Bay Road that will be installed later this year as part of the Main Street Market development to the northwest). The public roadways will be completed pursuant to the Village specifications as noted in Chapter 405 of the municipal code, with some slight adjustments since a portion of the improvements were previously installed.

The temporary cul-de-sacs at the end of 105th Street and 65th Avenue are intended to be removed when land to the east and south develops. These temporary cul-de-sac easements will be vacated and the future land developers to the east and south will remove the temporary cul-de-sac infrastructure and install the new roadway improvements including the extension of the sidewalks at the future land developer's expense. The Developer or Condominium Association will be responsible to connect the existing condominium building driveways for buildings 7, 8 and 9 to the new roadways and to install the required remaining public street trees.

Platting and Certified Survey Map: In addition to the required Preliminary and Final Condominium Plat, a Certified Survey Map (CSM) will be required to be approved to dedicate any new easements and to set forth additional restrictive covenants language. As part of the Final Condominium Plat and CSM approval, the developer shall execute the Development Agreement, provide all Exhibits and provide a replacement or supplemental Letter of Credit as financial security to the Village as a guarantee for the installation, inspection and warranty of the remaining public improvements. There is a Letter of Credit that was provided to the Village in December 2018 by Harpe Development in the amount of $229,900.00. In addition, the existing easement and condo plat vacation documents for the existing Vintage Parc Condominium Plat shall be submitted for staff review, Village approved, executed prior to recording the new Plat, CSM, Memorandum of Development Agreement and other associated documents.

Transportation Improvement Fees for the future widening/reconstruction of the Old Green Bay Road and STH 165 intersection in the amount of $187,453.11 have already been deposited with the Village by the prior Vintage Parc developer. These funds will be utilized for the intersection improvements that are anticipated to be under construction in the late spring/summer of 2019 as part of the Main Street Market development.

The condominium developer anticipates starting construction in later spring 2019 and projects that the constructions of the units will be completed within 2 to 3 years. Prior to issuance of building permits, the storm water pond and other site grading and the public sewer and water laterals/extensions shall be installed, televised, inspected and accepted by the Village and as-built utility and grading plans shall be submitted in accordance with the Development Agreement on file with the Village. The construction timing of the laterals,

sidewalks, road repairs and improvements, televising of storm and sanitary mains, street light relocation, etc. will be addressed in the Development Agreement after the staff reviews the sequencing of building construction.

Village staff recommends conditional approval of the Preliminary Plat subject to the above comments and the following conditions:

1. **The following comments shall be addressed and included with the Final Condominium Plat submittal:**

   a. See *attached* comments from the Village Engineer dated February 18 2019.

   b. See *attached* comments from the Village Fire & Rescue Department dated December 13, 2018.

   c. On page C7.2 - Update the two-family Wye water service detail. See *attached* new detail.

   d. The driveway location for building 12 is too close to the intersection. The southernmost driveway should be a minimum of 100 feet as measured from the centerline of the driveway to the centerline of the intersection. The driveway for building 12 should be relocated onto 105th Street as shown on the Conceptual Plan. The Village staff will support a PUD modification for a minimum separation distance of 80 feet for buildings 9 and 12.

   e. Provide an illustration (Exhibit to the Development Agreement) showing how the driveways, sidewalks and the street trees will be installed by the Developer or Condo Association when the temporary cul-de-sacs are removed for buildings 7, 8 and 9.

   f. Provide two "Dedicated 30′ Storm Water Drainage, Access and Maintenance Easement" areas to allow for the future development to the south to discharge into the storm water swale along the south property line as shown on the *attached*.

   g. On sheet 6 of the Plat correct the first floor unit size for Unit 2. Should be 1,629 sq. ft. rather than 11,629 sq. ft.

   h. On the coversheet of the Civil Plans, correct the title by removing 106th Street and change 106th Street –STH 165 on the map to 104th Street-STH 165.

   i. On the cover sheet use the current Government Contact list. See *attached*.

   j. On Sheet C2.0 label all of the distances between the centerline of the driveways to the centerline of the adjacent public streets.

   k. The vision triangle at the intersection of STH 165 and 65th Avenue shall be increased from 20 feet to 50 feet along STH 165. Show on the Civil Plans, Plat, and Landscape Plan and show as a dedication on the CSM.

   l. Where will snow be stored/pushed for the private cul-de-sac?

   m. Public street trees within 105th Street and 65th Avenue shall be located within easements since they are located outside the dedicated right-of-way. Show on the Civil Plans, Plat, and Landscape Plan and show as a dedication on the CSM the "Dedicated 5′ Street Tree, Access and Maintenance Easement" parallel to public streets in 105th Street and 65th Avenue, immediately adjacent to the rights-of-way.

   n. How is privacy being addressed between patios between buildings 1-2, 3-4, 5-6 and 18-19 (screens, plantings fences)? In addition greater landscaping

and privacy shall be provided on the patios adjacent to the patios on buildings 13 and 17.

o. The following comments relate to the required Landscaping Plan:

i. The Landscaping Plan shall utilize the grading plan as its base map and shall show all easements to verify that there are no conflicts.

ii. The Landscape Plan (as a community benefit) shall provide a significantly greater amount and sizing of trees, bushes, and other plantings adjacent to the pond, south side berm, along the properties outer boundaries and building foundations.

iii. Show the location of the required development entry sign. The sign setback is 15 feet from the right-of-way and shall provide landscaping at the base of the sign.

iv. Identify the common mailbox locations and provide the mailbox details within the development and whether they will be landscaped.

v. Public Street Trees –show types of trees in groupings of three. Revise the Plans.

p. See *attached* changes/corrections/discussion items comments related to the draft of the By-Laws, Declarations and proposed Condominium budget.

q. See *attached* comments on the draft CSM. All easements shall be shown on the CSM, Final Plat, Engineering Plans and Landscaping Plans.

r. The exact location and size of Utility Easements shall be verified with We Energies prior to Final Condominium Plat submittal. Dedication and Easement Provisions and Restrictive Covenants Language as prepared by the Village shall be included on the CSM for these Easements.

s. All Utility, Storm Water, Retention Basin, Vision Triangle, Signage, Landscaping and other required Easements shall be shown on the Final Plats, Engineering Plans and Landscaping Plans. Dedication and Easement Provisions and Restrictive Covenant Language as prepared by the Village shall be included on the CSM for all of these Easements and the Dedicated Public Streets and any other easements yet to be defined. This language shall also be included in the Declaration of Condominium.

2. The Preliminary Condominium Plat shall only be valid for two (2) years from the Village Board's conditional approval, during which all conditions must be satisfied and the Final Condominium Plat and Certified Survey Map shall be submitted. If the property is not final platted within the two (2) years of the Village Board's approval, the Village shall require that the Plat be resubmitted for a new Preliminary Condominium Plat approval along with the appropriate filing fees.

3. **Upon approval of the Preliminary Condominium Plat the following documents shall be submitted for Final approval.**

a. Final Condominium Plat and all required documents noted in the application.

b. Engineering Plans, Landscape Plans, Building Plans and any other documents required for the Development Agreement.

c. Certified Survey Map application and related application fee.

d. Zoning Text application and related application fee.

e. Vacation documents for the Final Condominium Plat and any existing easements.

4. Upon Village approval of the 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).

5. Upon written utility plan approval from the KWU, the Developer shall obtain written approval from the WI DNR.

6. The Village Public Work's Department will prepare a cost estimate to be included in the developer's Letter of Credit for the inspection, field staking and contract administration of the required public improvements.

7. Upon Village approval of the Final Engineering Plans and Specifications, Landscaping Plan and Street Lighting Plan (due to the light modification/relocation) the following **shall be submitted to the Village** for staff review so that the Development Agreement and the recordable Memorandum can be finalized prior to Village Board consideration *(all documents shall also be submitted as a pdf):*

   a. Copies of WI DNR and ACOE permits/non jurisdictional determinations to fill the artificial wetlands on the property.

   b. A copy of the public sanitary sewer and water approval letters from the Kenosha Water Utility, WI DNR, and SEWRPC.

   c. A copy of all 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.

   d. A copy of the signed public street tree/landscaping contract, five (5) paper copies of the Public Street Tree/Landscaping Plan and certificate of insurance (listing the Village as an insured party).

   e. Five (5) paper copies of the private Landscaping Plan.

   f. A copy of the signed We Energies contract and five (5) paper copies of the Street Lighting Plan (1 relocated light) including a copy of the We Energies electrical distribution system plan.

   g. Erosion Control Permit application, plans and related fee including the required Street Sweeping Cash Deposit.

   h. Work in the Right-of-Way application, plans and related fee.

   i. Five (5) paper copies of the Final Engineering Plans, Profiles and Specifications.

   j. Five (5) paper copies of the revised Landscaping Plan.

   k. A "draft" replacement or supplemental LOC shall be provided to the Village for staff review. (See comment below related to the LOC.)

8. At least two weeks prior to Village Board consideration of the Final Plat, Development Agreement and related documents the following final documents shall be submitted:

   a. The Original Final Condominium Plat, 5 full-size copies and the State DOA approval letter.

b. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).

c. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).

d. Filed copy of the Articles of Incorporation for the Condominium Association.

e. Easement and Plat vacation documents.

f. Final Condo Declarations.

g. Final Condominium Association By-Laws.

h. Verification that all taxes and outstanding special assessments have been paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the Village executing and the developer recording the Final Condominium Plat and Memorandum of Development Agreement.

9. 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 light relocation, street signs (if applicable), sidewalks, Public Works 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 replacement or supplemental 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.

10. If any of the condominium units are proposed to be used as a model or marketing office, a Conditional Use Permit application will be required to be submitted for consideration by the Village Plan Commission.

11. The Final Engineering Plans and Final Condominium Plat shall be submitted to the Village in electronic format which satisfies the Village's acceptance criteria. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.

12. Upon Village Board approval of the Final Plat and within seven (7) days of said approval the Village will host a closing to have the Plat, CSM 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 provide proof of recording of all documents to the Village within 72 hours of closing with the Village.

13. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at the Village Hall 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.

14. 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.

15. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal 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. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will required compliance with the Village Design Standards and Construction Specifications.

16. Impact fees are due at the time building permits are issued. Currently, these fees are $1,490 per condominium unit.

17. Prior to issuance of permits, the storm water pond, other site grading and the public sewer and water extensions shall be completed, televised, inspected and accepted by the Village and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village. The timing of the laterals, sidewalks and final lift of pavement will be outlined in the development agreement upon review of the sequencing of building construction.

DEV1901-013

MEMORANDUM

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

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

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

SUBJ: Green Bay Trail Condominiums – Preliminary Plat

DATE: February 18, 2019

Peggy,

The Engineering Department has reviewed the plans for the above referenced project. Based on our review, we have the following comments listed below and as noted on the attached plan mark-up sheets. Refer to both this memo and the plan mark-up sheets for all engineering comments. Additional comments will be provided as the plans are refined and detailed plans are submitted.

See comments on attached mark-up plan sheets.

1. Only plan sheets with comments are included.

2. Comments that apply to multiple locations are not repeated for every occurrence

Comments

3. Provide the following notes / information on the cover sheet:

    a. "Prior to construction, a pre-construction conference must be held at the Village offices. The pre-construction conference shall be scheduled and moderated by the designing Engineer of Record."

    b. "Each Contractor shall have a copy of the Village approved plans, project manual, and Village construction specifications on-site during times of construction. The construction specifications are an integral part of the civil engineering plans."

    c. Identification of horizontal and vertical control and coordinate system used.

4. The Developer shall coordinate with the Public Works Department to have the existing sanitary sewer and storm sewer televised and reviewed along with a field inspection of the site for any corrective work needed. Any required corrective work shall be included in the engineering plans and letter of credit.

5. The existing roadway binder shall be used for building construction. The Developer's agreement shall describe the timing of the binder removal and replacement with the final roadway paving.

6. A separate plan sheet shall be prepared for the items associated with the final roadway paving. This includes binder removal, utility adjustments, and requirements / specifications associated with final paving of the roadways.

7. The sidewalk along Old Green Bay road shall be designed by the Developer in coordination with the STH 165 / Old Green Bay Road design being completed by Main Street Market. The sidewalk shall be installed at the time the roadway improvements are completed.

8. The cost contribution of the future sidewalk / path along STH 165 is calculated as $28,525. A cost estimate is attached for reference.

9. The design engineer shall check all finished yard grades relative to top of foundation elevations and make necessary adjustment in either the top of foundation or grading as may be needed for drainage.

10. Provide the engineers estimate of the amount of import or export of fill needed for the site-grading plan. Offsite borrow areas or surplus disposal sites must be addressed and identified.

11. Are any basement spoils being used for site balance? If so, identify planned grading operations for review. Unless specifically identified, all basement spoils shall be removed from the site as part of the building construction.

12. Provide the planned order of building construction.

13. The water service lateral configuration to buildings shall be adjusted. Individual service valves shall be placed at the right-of-way. (see markup plan sheets for guidance)

14. Water service valves within driveways will be allowed where approved to avoid relaying laterals; however, the Village will not be responsible for future driveway repairs associated with service valve maintenance or replacements. This shall be addressed in the Development covenants.

15. Sump pumps within the buildings shall be identified on the plan along with information regarding the piping configuration for each sump pump too the service lateral at the right-of-way.

16. Provide a copy of the completed and signed WDNR sanitary sewer and water main extension forms with the revised plans for the Village to submit to the Kenosha Water Utility.

17. Provide pond storage calculations for the pond re-configuration with a letter from the design engineer stating that the pond storage meets the original storm water management plan requirements. Also, forward a pdf of the final storm water management plan.

18. A standard roadway cross section still needs to be developed specific to this development with the existing 37-back of curb roadway, sidewalks, street tree placement, etc.

19. The landscaping plan shows street trees placed behind the sidewalk within private property. A street tree landscaping and maintenance easement shall be provided and shown on the plans and in the standard roadway cross section.

20. Future development to the south will need the ability to access and discharge storm water to the drainage ditch located within the 25-foot storm water drainage, access, and management easement. Allowance for this access and rights shall be noted on the plans and the plat.

Plat and Condominium Document

1. Revise the easement for the public sanitary sewer and water main to " Dedicated 30-foot public water main and sanitary sewer access and maintenance easement". It currently only states water main. Include provisions in this easement language that limit the Village restoration responsibilities to the disturbed areas only if maintenance needs to be performed (i.e. the Village will not be responsible for repaving the whole road if repairs occur which require roadway patching).

2. See item 15 above for access rights for future offsite storm water discharge. Address in Condominium Documents.

3. Street tree landscaping easement needs to be provided and restrictive covenants provided.

4. Add wording to the restrictive covenants regarding that the retention pond shall be maintenance to designed grades, storage volumes, and sediment shall be removed as necessary to maintain design depth.

5. Provide section pertaining to the private roadway maintenance and snow plowing. Clearly specify responsibilities.

6. Provide section pertaining to public sidewalk maintenance and snow removal for the public sidewalks along 105th Street , 65th Avenue, the adjacent sidewalk along east side of Old Green Bay Road, and the future sidewalk / path along the south side of STH 165.

7. Provide section related to water laterals / shut off valves located with driveways. The Village will not be responsible for driveway or sidewalk repairs associated with service valve or the lateral repairs that the Village may need to perform.

The plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and as additional information is provided.

***

STH 165 Sidewalk Cost Estimate

Proj Name: STH 165 Sidewalk Cost Contribution

Project No.

Date: 2.18.19

Sidewalk No.	Qty	Units	Item	Unit Price	Total
1	4075	SF	sidewalk	$5	$20,375
				Subtotal:	$20,375
				Contingencies: 20%	$4,075
				Engineering / CRS/ Legal: 20%	$4,075
				PROJECT TOTAL:	**$28,525**

Village of Pleasant Prairie
Engineering Department
Pleasant Prairie, WI

GREEN BAY TRAIL CONDOMINIUMS

106TH STREET

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

JANUARY 25, 2019

ENG REVIEW PLAN MARK UP FEBRUARY 18, 2019

SHEET INDEX

C0.0	TITLE SHEET
CS1.0	EXISTING CONDITION MAP
C1.0	DEMOLITION PLAN
C2.0	PAVEMENT ID AND DIMENSION PLAN
C3.0	EROSION CONTROL PLAN
C4.0	OVERALL GRADING PLAN
C4.1	NORTHWEST GRADING PLAN
C4.2	NORTHEAST GRADING PLAN
C4.3	SOUTHWEST GRADING PLAN
C4.4	SOUTHEAST GRADING PLAN
C5.0	UTILITY PLAN
C5.1	UTILITY PLAN - SANITARY LATERALS
C6.0	PUBLIC UTILITY PLAN AND PROFILES - STORM SEWER
C6.1	PUBLIC UTILITY PLAN AND PROFILES - PRIVATE DRIVE
C7.0	SITE NOTES AND DETAILS
C7.1	SITE NOTES AND DETAILS
C7.2	SITE NOTES AND DETAILS
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C7.4	SITE NOTES AND DETAILS
C7.5	SITE NOTES AND DETAILS
C7.6	SITE NOTES AND DETAILS
C7.7	SITE NOTES AND DETAILS
C7.8	SITE NOTES AND DETAILS
C7.9	SITE NOTES AND DETAILS
C7.10	SITE NOTES AND DETAILS
L1.0	LANDSCAPE OVERALL PLAN
L1.1	NORTHWEST LANDSCAPE PLAN
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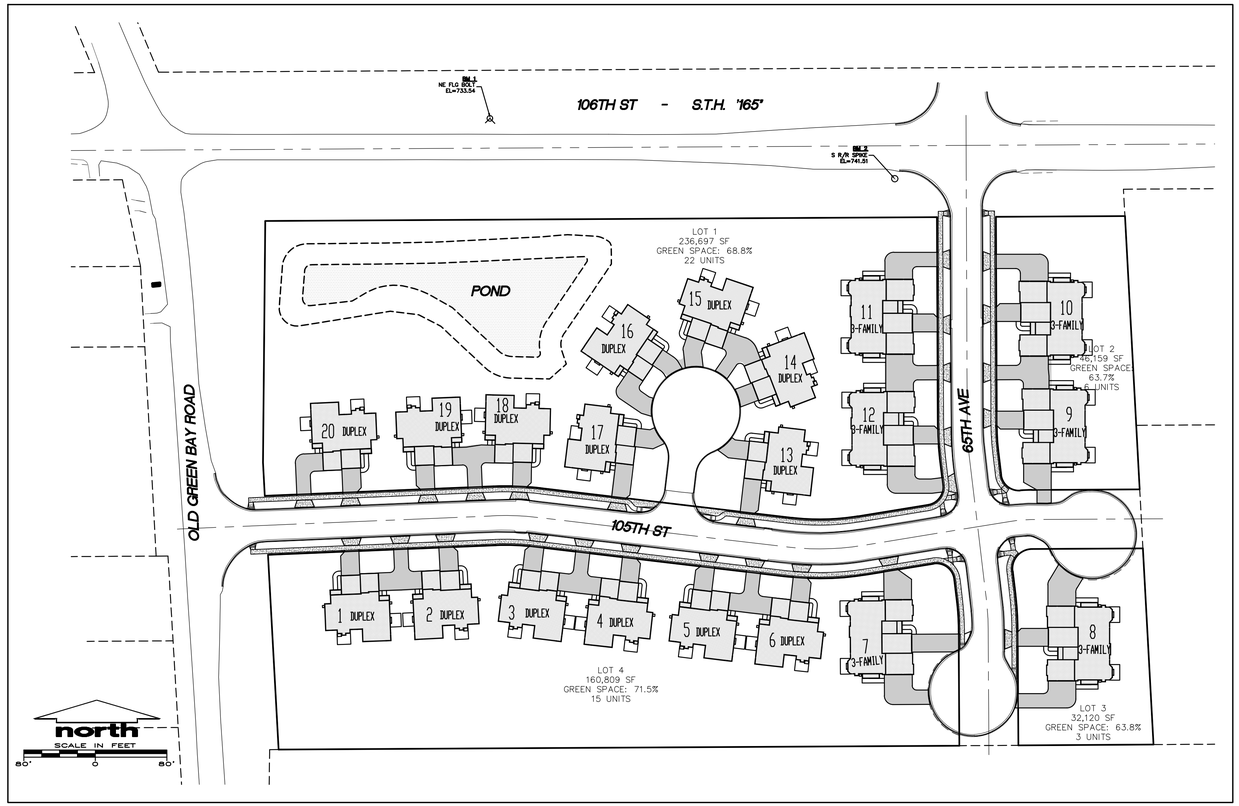
L1.5	2-FAMILY DUPLEX FOUNDATION LANDSCAPE PLAN
L1.6	3-FAMILY TRIPLEX FOUNDATION LANDSCAPE PLAN
L2.0	LANDSCAPE DETAILS, NOTES, & SPECIFICATIONS



SITE DATA

TOTAL LOT AREAS: 475,785 SF
NO. OF UNITS: 46 UNITS

ADD VILLAGE STANDARD NOTES...SEE MEMO

SITE MAP

THIS HYDRANT IS BEING RELOCATED AND AJUSTED AS PART OF OLD GREEN BAY RD / STH 165 IMPROVEMENTS BEING COMPLETED BY THE MAIN STREET MARKET DEVELOPMENT

SITE BENCHMARK:

BM 1 - NE FLANGE BOLT ON FIRST HYDRANT EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165.
ELEVATION = 733.54

BM 2 - RAILROAD SPIKE ON THE SOUTH SIDE OF THE 5TH POWER POLE EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165.
ELEVATION = 741.51

COMMUNITY DEVELOPMENT DEPARTMENT
JEAN WERBIE-HARRIS
COMMUNITY DEVELOPMENT DIRECTOR PLANNING, ZONING ADMINISTRATOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6718
FAX: 262-925-6787
EMAIL: jwerbie-harris@plprairiewi.com

PEGGY HERRICK
ASSISTANT PLANNER & ZONING ADMINISTRATOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6716
FAX: 262-925-6787
EMAIL: pherrick@plprairiewi.com

ENGINEERING DEPARTMENT
MATT FINEOUR, P.E.
VILLAGE ENGINEER
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6778
FAX: 262-925-6786
EMAIL: mfineour@plprairiewi.com

KURT DAVIDSEN, P.E.
ASSISTANT VILLAGE ENGINEER
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6728
FAX: 262-925-6787
EMAIL: kdavidsen@plprairiewi.com

PUBLIC WORKS DEPARTMENT
JOHN STEINBRINK JR., P.E.
DIRECTOR OF PUBLIC WORKS
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6765
FAX: 262-694-2941
EMAIL: jsteinbrink@plprairiewi.com

STEVE WLAHOVICH
RIGHT OF WAY/ EROSION CONTROL INSPECTOR
8044 88TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6767
FAX: 262-697-1901
EMAIL: swlahovich@plprairiewi.com

BUILDING INSPECTION DEPARTMENT
SANDRO PEREZ
BUILDING INSPECTION SUPERINTENDENT
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6722
FAX: 262-694-4734
EMAIL: sperez@plprairie.com

DONALD KOEHNE
BUILDING INSPECTIOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-9304
FAX: 262-694-4734
EMAIL: dkoehne@plprairie.com

MICHAEL KAPRELIAN
BUILDING INSPECTIOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-9304
FAX: 262-694-4734
EMAIL: mkaprelian@plprairie.com

FIRE & RESCUE DEPARTMENT
CRAIG ROEPKE
CHIEF OF FIRE & RESCUE
8044 88TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-8027
FAX: 262-697-1901
EMAIL: croepke@plprairiewi.com

AARON LONGRIE
ASSISTANT FIRE CHIEF
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-8027
FAX: 262-697-1901
EMAIL: alongire@plprairie.com

OWNER
DUSTIN HARPE
HARPE DEVELOPMENT LLC
8501 75TH STREET, SUITE H
KENOSHA WI 53188
PHONE: 262-694-1677
FAX: 262-694-1682
EMAIL: sales@harpedevelopment.com

ARCHITECT
PHIL ANDERSON
HARPE DEVELOPMENT LLC
8501 75TH STREET, SUITE H
KENOSHA WI 53188
PHONE: 262-694-1677
FAX: 262-694-1682
EMAIL: phil@harpedevelopment.com

CIVIL ENGINEER
JSD PROFESSIONAL SERVICES, INC.
W238 N1610 BUSSE RD, SUITE 100
WAUKESHA, WI 53188
PHONE: 262-513-0666
FAX: 262-513-1232
RIZAL ISKANDARSJACH, P.E., P.L.S.
EMAIL: riz@jsdinc.com

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P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT
CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
C0.0

JSD PROJECT NO: 18-8835

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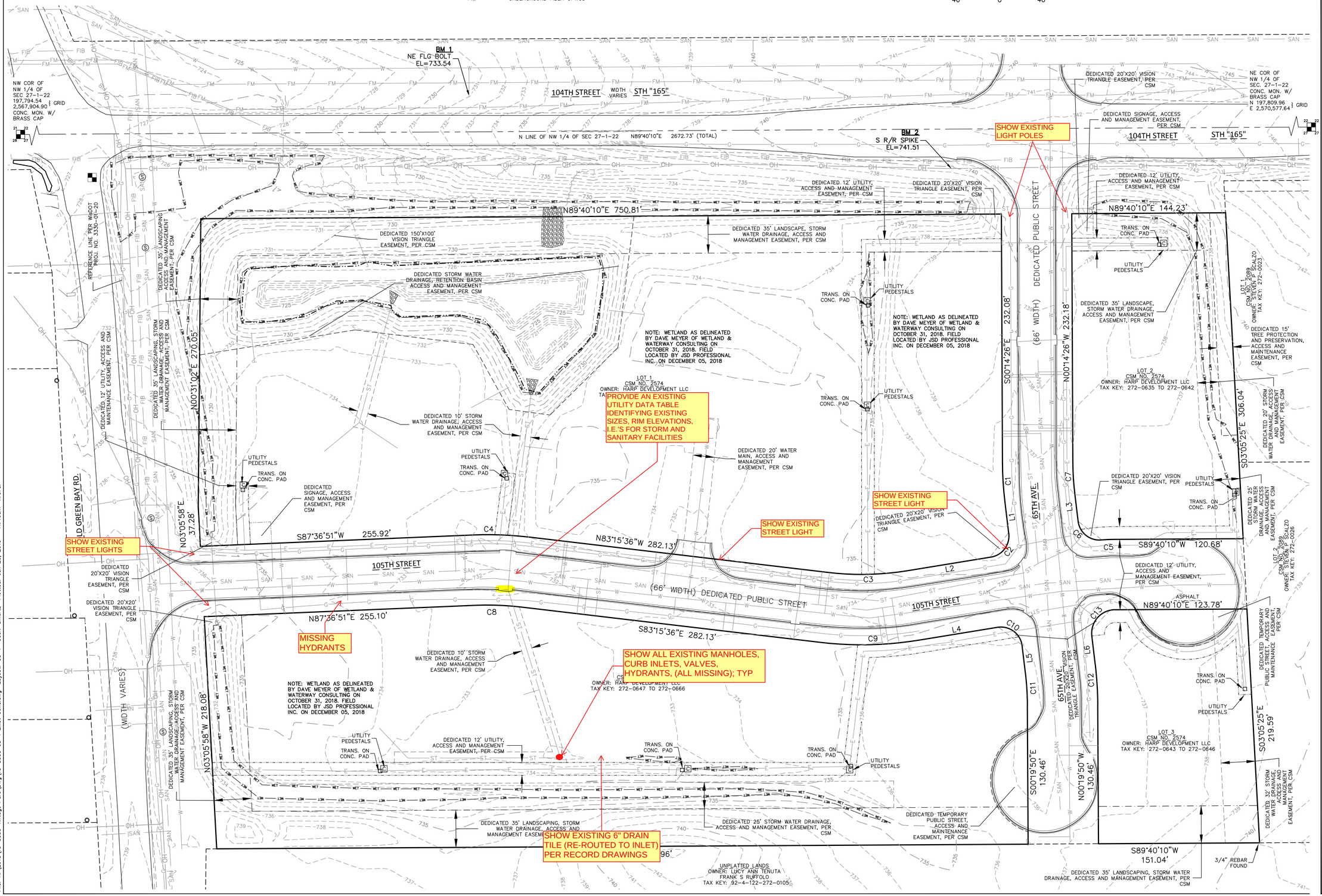
PROPERTY DESCRIPTION:

Lot 1, 2, 3, and 4 of Certified Survey Map 2574, located the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridan, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

LEGEND

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- LIGHT POLE
- SIGN
- SAN — SANITARY SEWER
- W — WATER MAIN
- G — UNDERGROUND GAS
- T — UNDERGROUND TELEPHONE
- E — UNDERGROUND ELECTRIC
- FIB — UNDERGROUND FIBER OPTICS

north
SCALE IN FEET
40' 0 40'



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EXISTING CONDITION MAP

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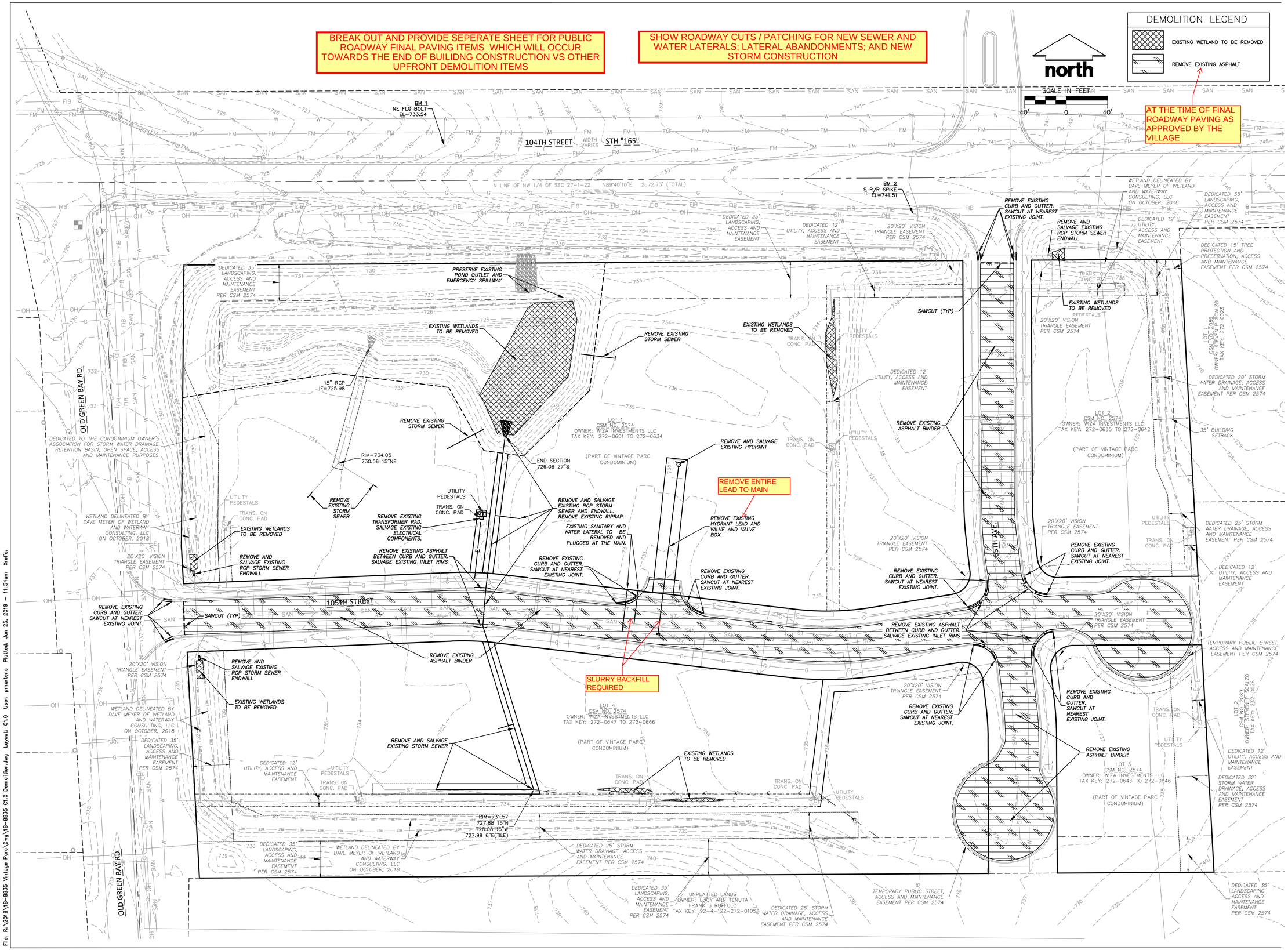
BREAK OUT AND PROVIDE SEPERATE SHEET FOR PUBLIC ROADWAY FINAL PAVING ITEMS WHICH WILL OCCUR TOWARDS THE END OF BUILDNG CONSTRUCTION VS OTHER UPFRONT DEMOLITION ITEMS

SHOW ROADWAY CUTS / PATCHING FOR NEW SEWER AND WATER LATERALS; LATERAL ABANDONMENTS; AND NEW STORM CONSTRUCTION

AT THE TIME OF FINAL ROADWAY PAVING AS APPROVED BY THE VILLAGE

SLURRY BACKFILL REQUIRED

REMOVE ENTIRE LEAD TO MAIN



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SHEET TITLE:
DEMOLITION PLAN

SHEET NUMBER:
C1.0

JSD PROJECT NO: 18-8835

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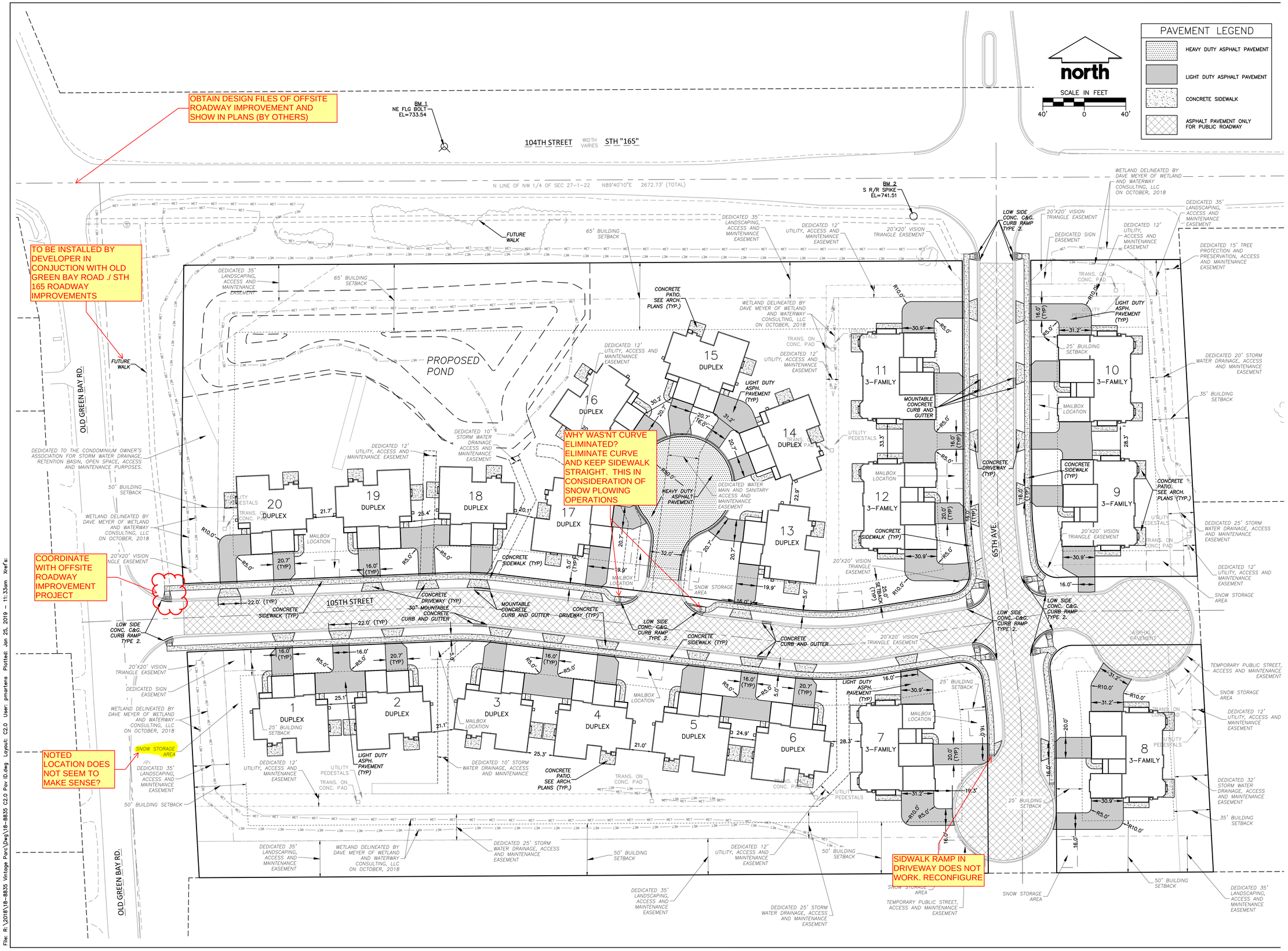

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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
PAVEMENT I.D. AND DIMENSION PLAN

SHEET NUMBER:
C2.0

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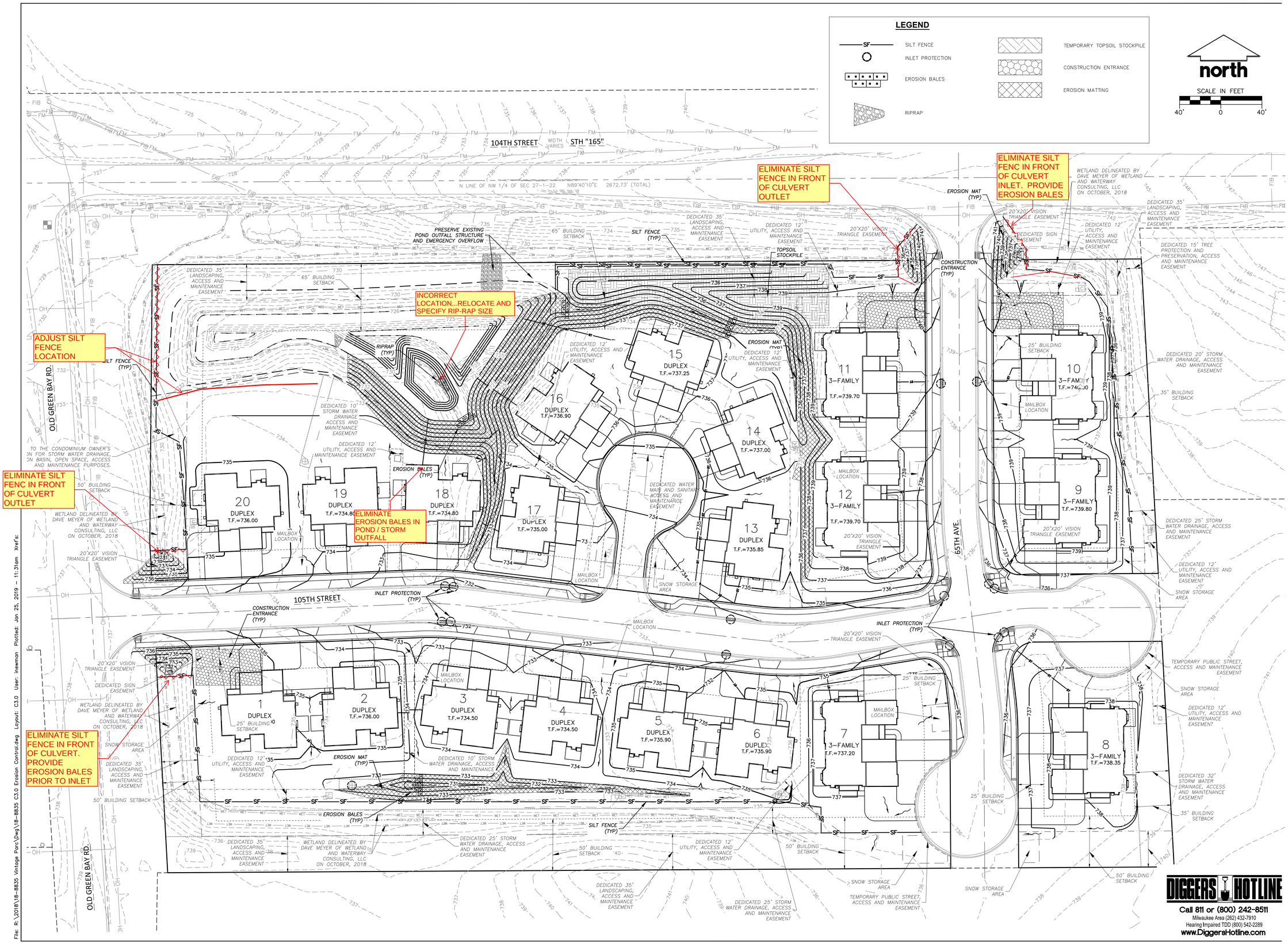

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Approved:	RWI
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SHEET TITLE:
EROSION CONTROL PLAN

SHEET NUMBER:
C3.0

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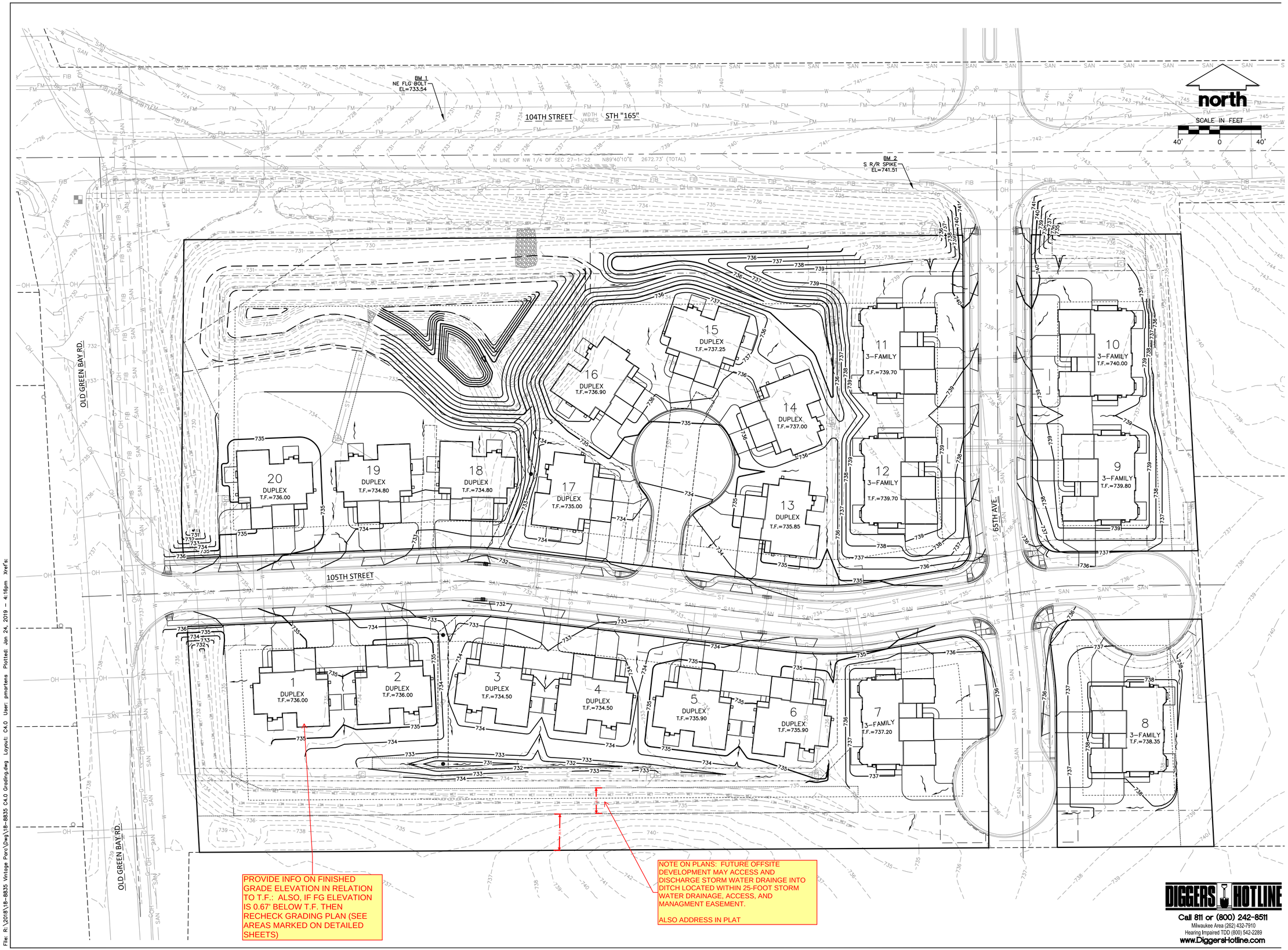

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WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

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#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
OVERALL GRADING PLAN

SHEET NUMBER:
C4.0

JSD PROJECT NO: 18-8835

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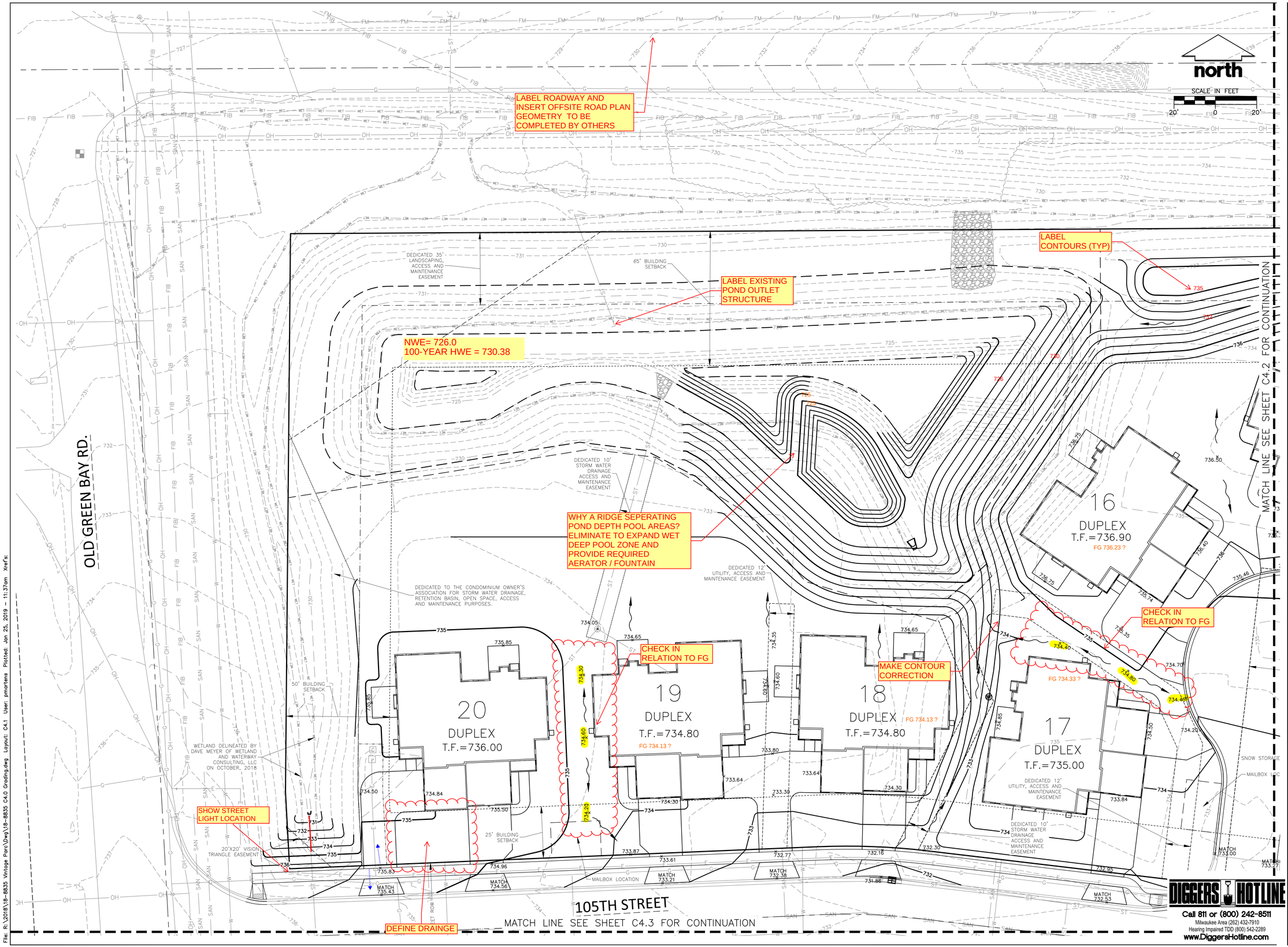

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

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VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
NORTHWEST GRADING PLAN

SHEET NUMBER:
C4.1

JSD PROJECT NO: 18-8835

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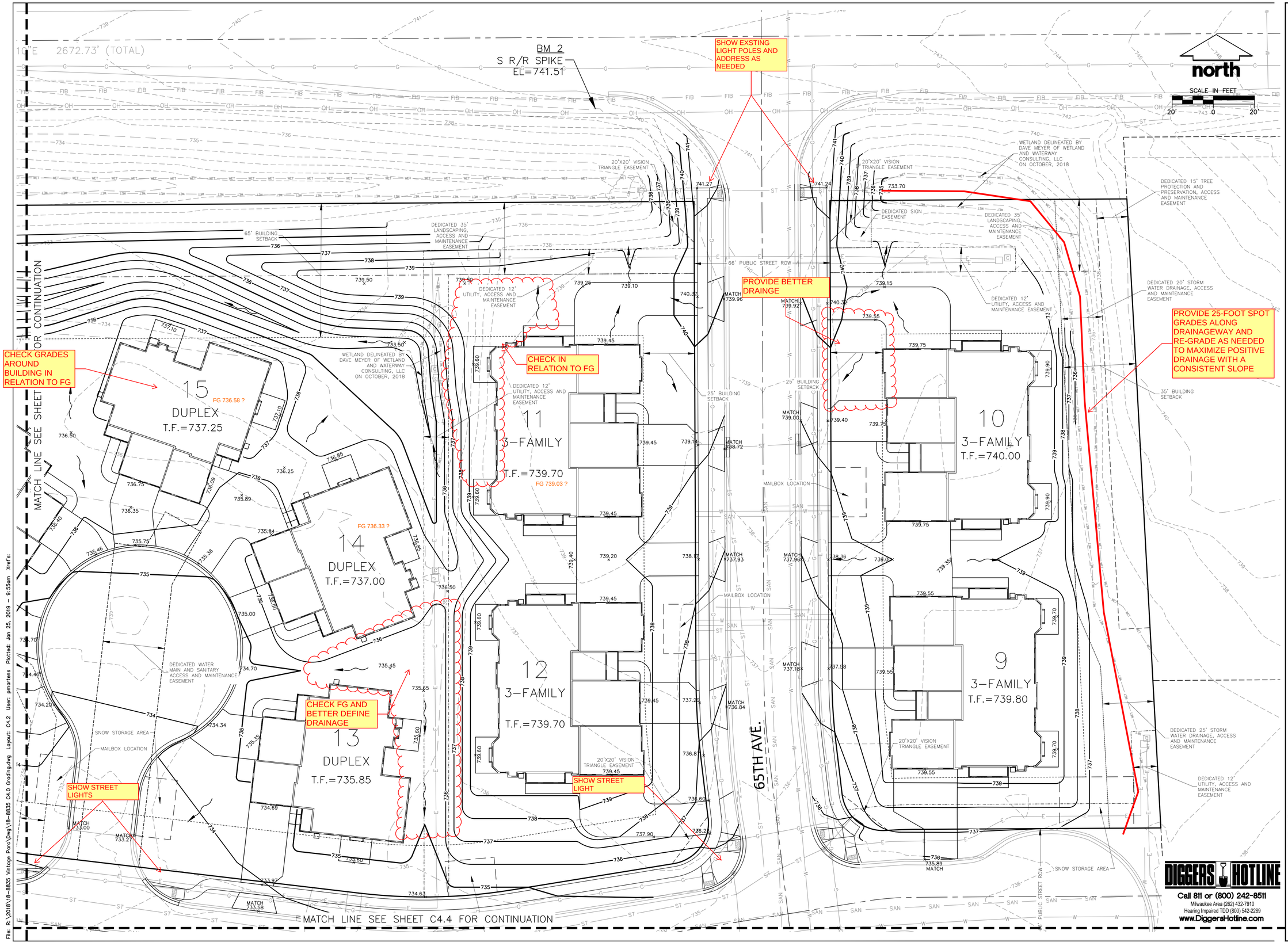

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

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HARPE DEVELOPMENT

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8501 75TH STREET, SUITE H
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#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
NORTHEAST GRADING PLAN

SHEET NUMBER:
C4.2

JSD PROJECT NO: 18-8835

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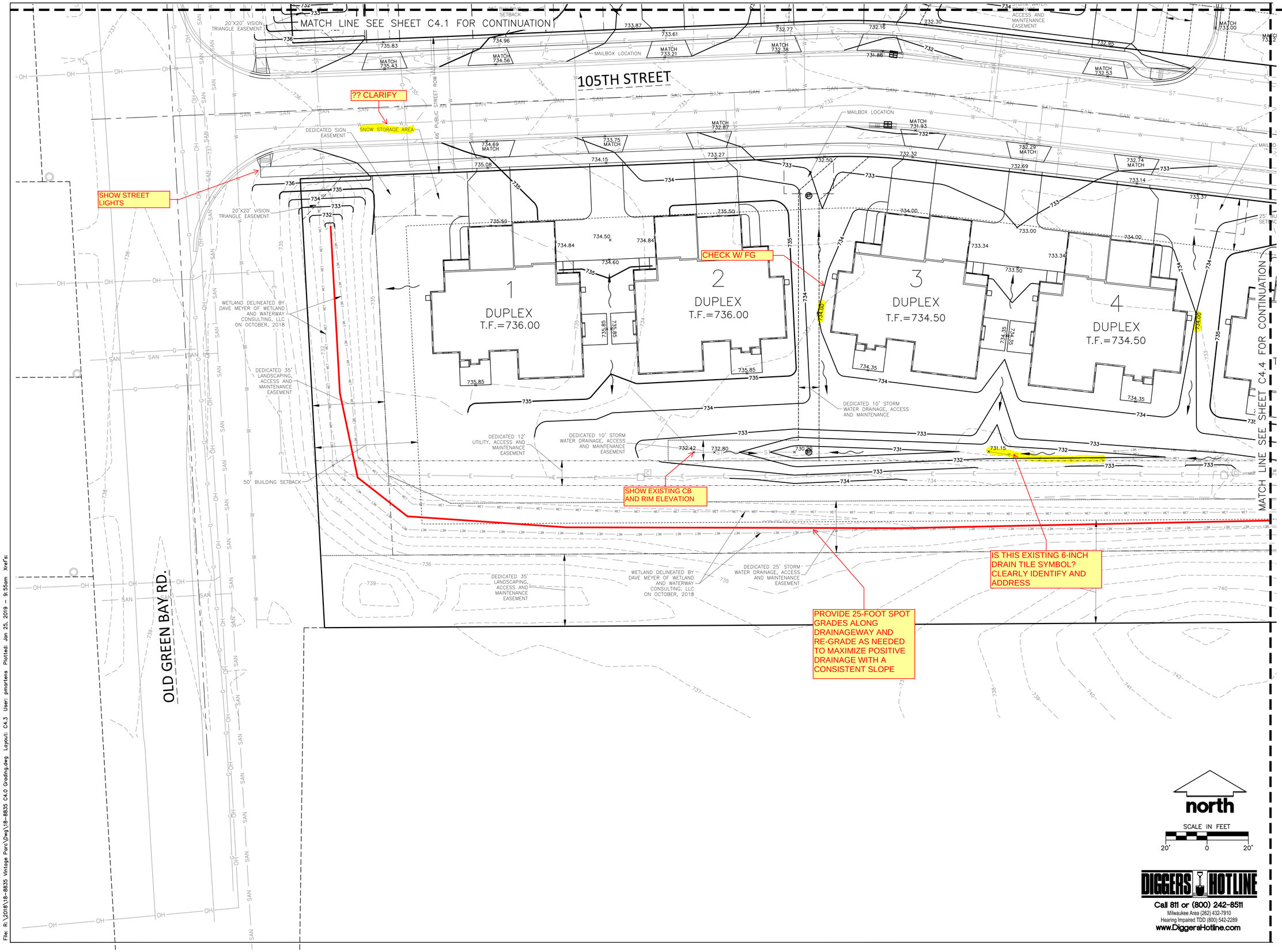

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WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

DIGGERS HOTLINE
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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SOUTHWEST GRADING PLAN

SHEET NUMBER:
C4.3

JSD PROJECT NO: 18-8835

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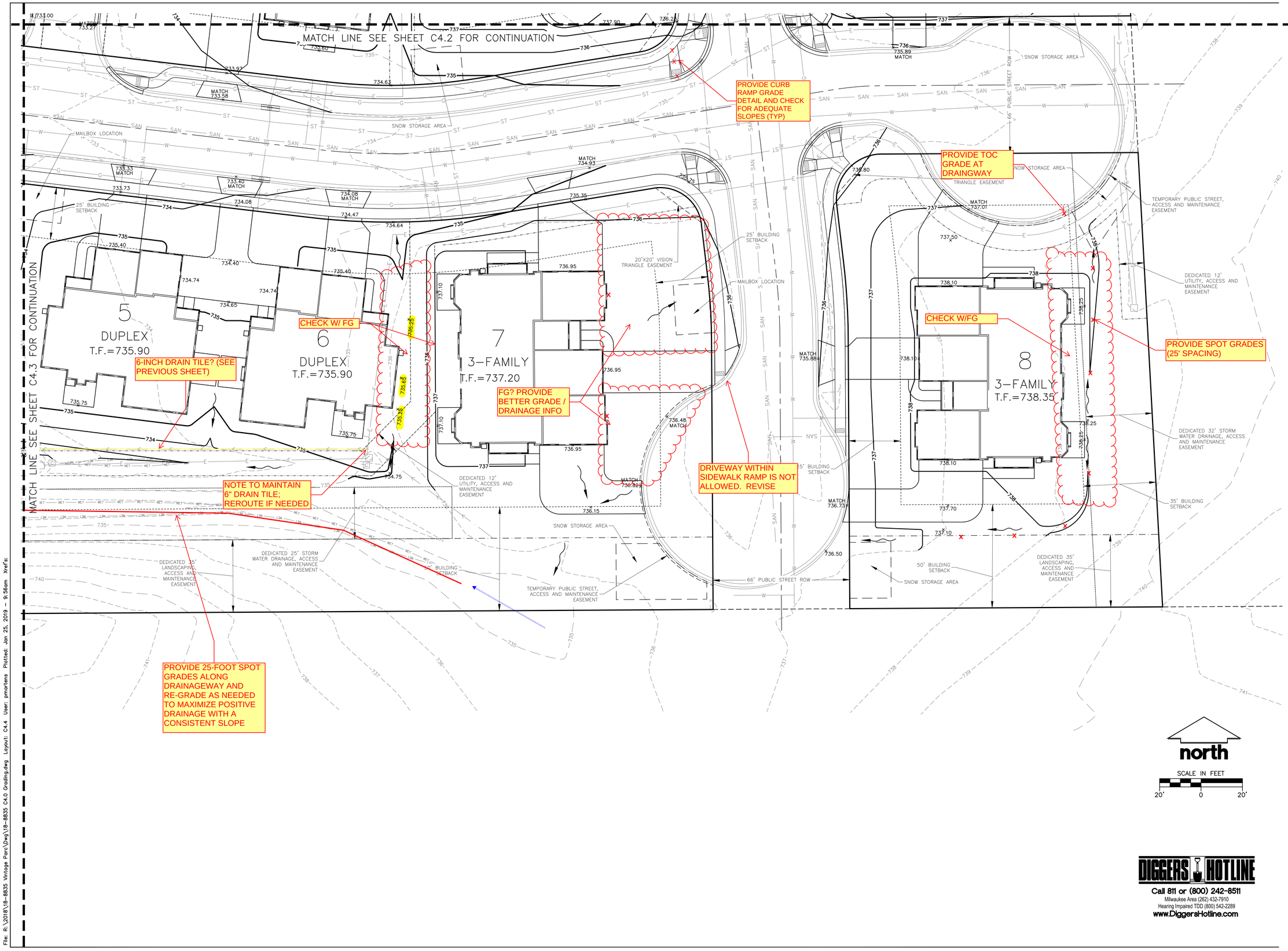

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Design/Drawn:	PSM
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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SOUTHEAST GRADING PLAN

SHEET NUMBER:
C4.4

JSD PROJECT NO: 18-8835

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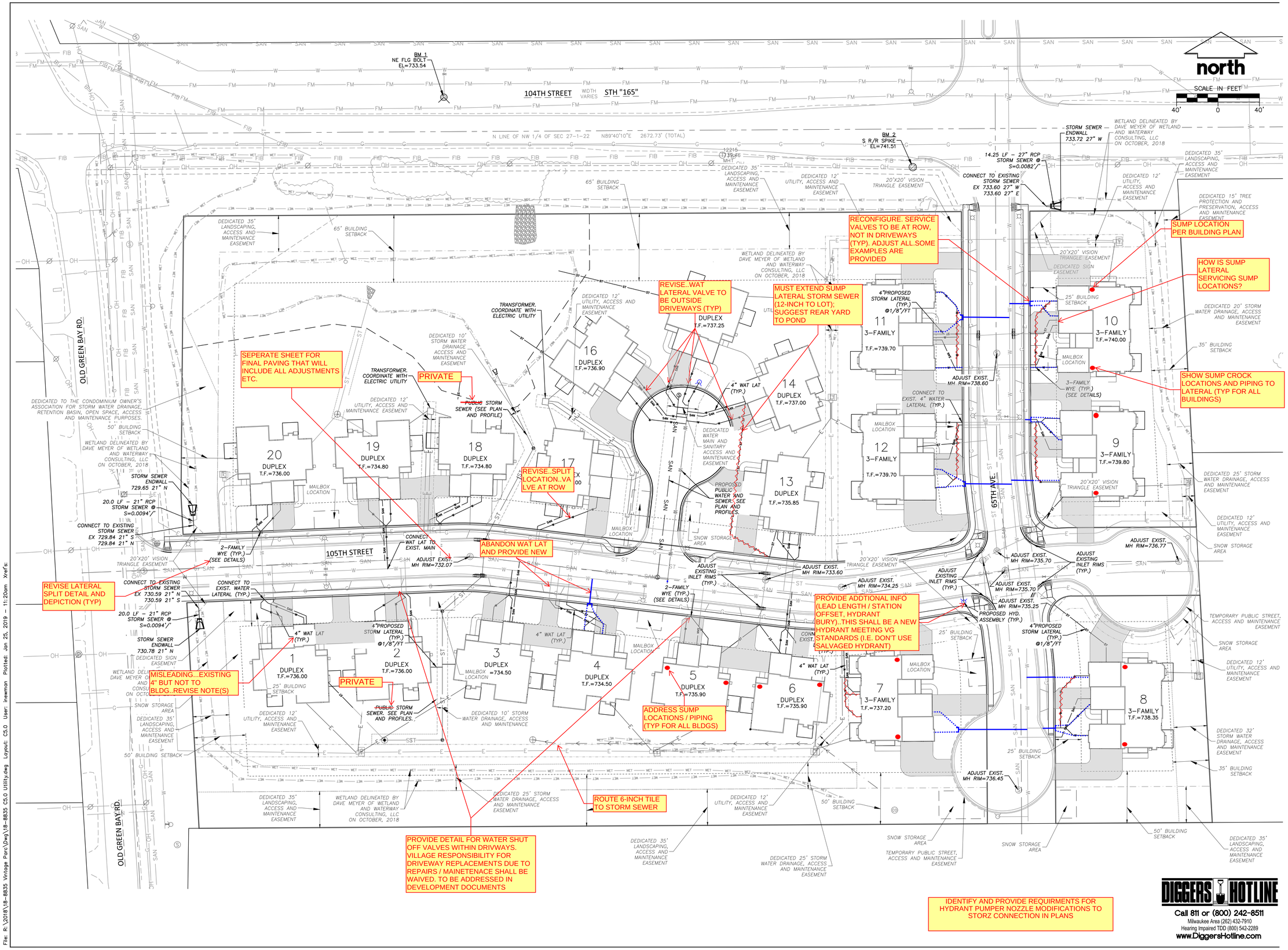

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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
C5.0

JSD PROJECT NO: 18-8835

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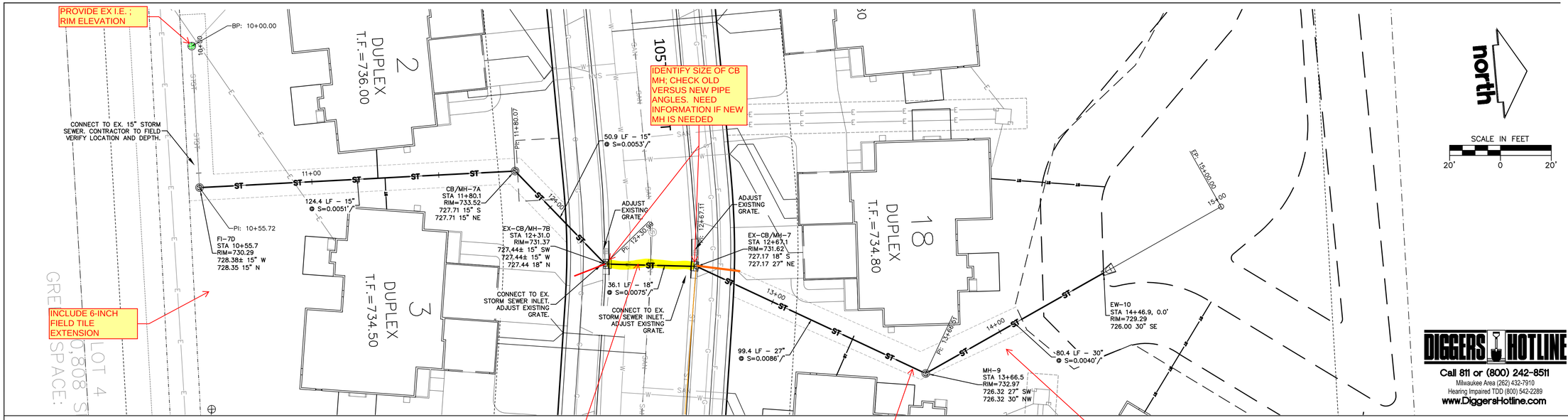

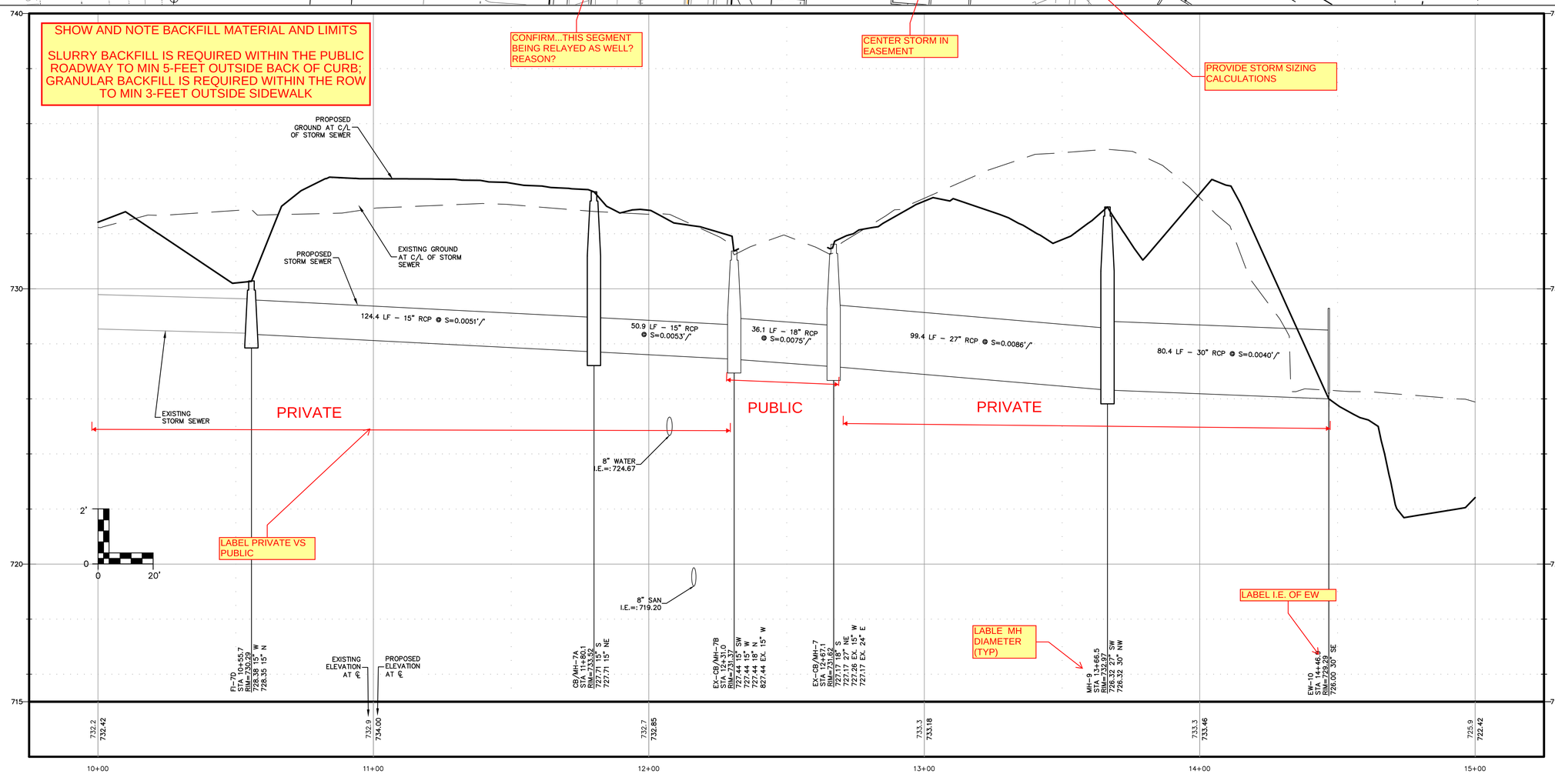

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Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
PUBLIC UTILITY PLAN AND PROFILES STORM SEWER

SHEET NUMBER:
C6.0

JSD PROJECT NO: 18-8835

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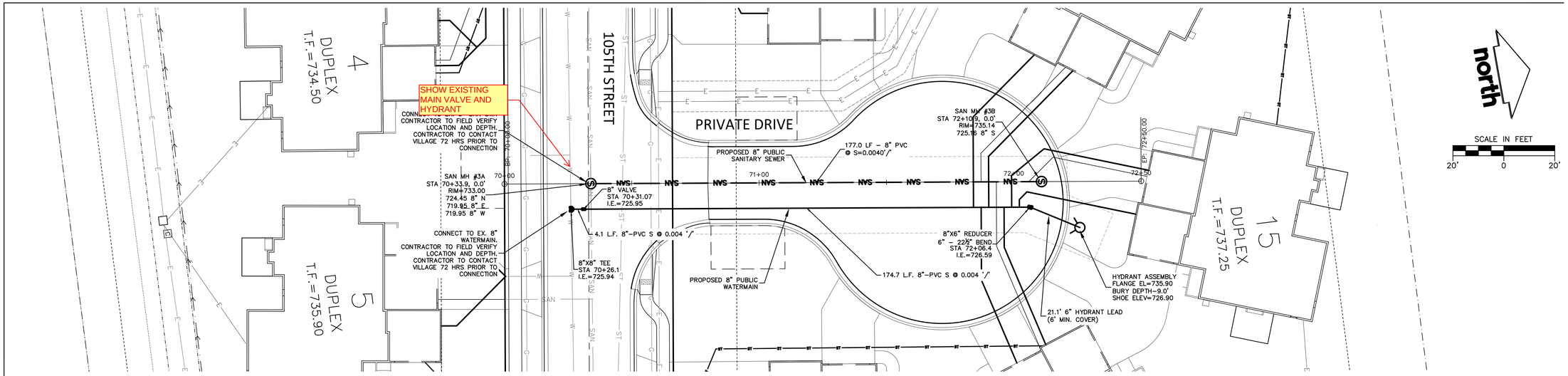
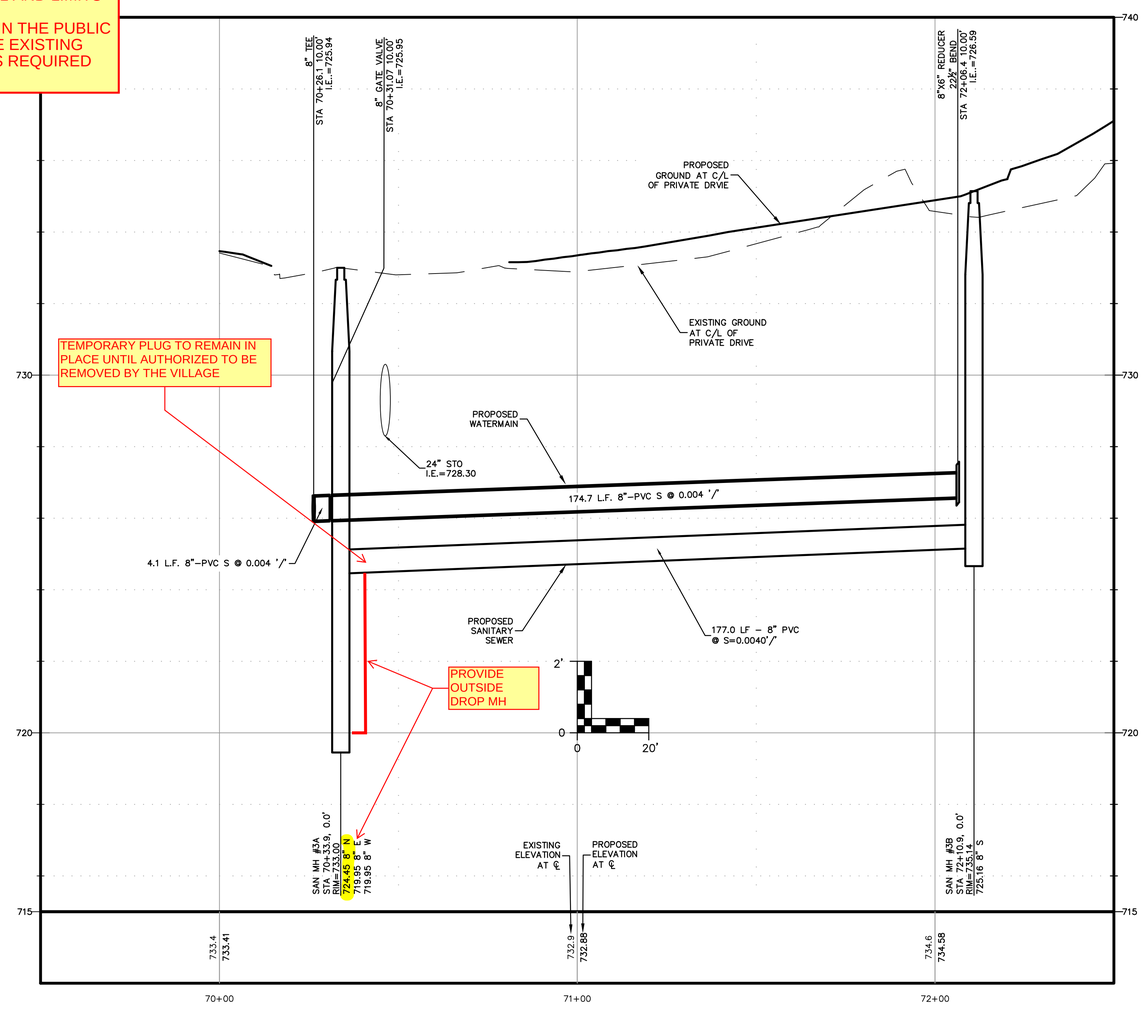


SHOW AND NOTE BACKFILL MATERIAL AND LIMITS

SLURRY BACKFILL IS REQUIRED WITHIN THE PUBLIC ROADWAY TO MIN 5-FEET OUTSIDE EXISTING PAVEMENT; GRANULAR BACKFILL IS REQUIRED WITHIN NEW ROADWAY

PROVIDE COMPLETED WDNR WATER MAIN AND SANITARY SEWER EXTENSION FORMS



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P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
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#	Date:	Description:

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Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
PUBLIC UTILITY PLAN AND PROFILES PRIVATE DRIVE

SHEET NUMBER:
C6.1

JSD PROJECT NO: 18-8835

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GENERAL NOTES AND SPECIFICATIONS

1. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES DISCOVERED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON THEIR OWN COMPUTATIONS AND UNDER NO CIRCUMSTANCES BE BASED ON THE ENGINEER'S ESTIMATE.
6. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
7. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
8. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN THEIR ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
9. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
10. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS IN OBTAINING PERMITS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND "DIGGER'S HOTLINE" IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS. CONTRACTOR IS RESPONSIBLE TO DETERMINE WHICH ORDINANCES/CODES/RULES/ETC. ARE APPLICABLE.
12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL 'GOOD HOUSEKEEPING.'
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
15. ALL FIELD/DRAIN TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPORTED TO ENGINEER/OWNER. TILES ORIGINATING OUTSIDE THE PROJECT LIMITS SHALL BE RECONNECTED OR REROUTED TO MAINTAIN DRAINAGE. ENGINEER/OWNER SHALL DETERMINE THE MOST FAVORABLE METHOD OF RE-ESTABLISHMENT OF OFFSITE DRAINAGE. IF TILE IS ENCOUNTERED DURING TRENCH EXCAVATIONS, RE-ESTABLISHING TILE FUNCTIONALITY SHALL BE CONSIDERED AN INCIDENTAL EXPENSE.

CONSTRUCTION SITE SEQUENCING

1. INSTALL PERIMETER SILT FENCE, EXISTING INLET PROTECTION, AND TEMPORARY CONSTRUCTION ENTRANCE.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONSTRUCT POND AND CONDUCT ROUGH GRADING EFFORTS.
4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
6. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
7. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER THAT MEETS OR EXCEEDS THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES DEFINITION OF 'FINAL STABILIZATION'.

   CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

PAVEMENT STRIPING NOTES

1. STRIPING SHALL BE WHITE.
2. PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL STRIPING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
4. DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
5. LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
6. PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
7. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES. (OR TO MFG. SPECIFICATION)
8. BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
9. ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6

PAVEMENT THICKNESS NOTES

ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION – CURRENT EDITION AND ADDENDUM, APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.

**** FINAL PAVEMENT DESIGN TO BE DETERMINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORDS RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL REPORT.**

RECOMMENDED PAVEMENT STRUCTURE

PROVIDE UPPER AND LOWER LAYER THICKNESSES (TYP)

HEAVY DUTY ASPHALT PAVEMENT
- 5" ASPHALTIC CONCRETE
  - LOWER LAYER (LT 58-28 S: 19.0 mm NOMINAL SIZE)
  - UPPER LAYER (LT 58-28 S: 12.5 mm NOMINAL SIZE)
- 12" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED)

LIGHT DUTY ASPHALT PAVEMENT
- 3" ASPHALTIC CONCRETE
  - LOWER LAYER (LT 58-28 S: 19.0 mm NOMINAL SIZE)
  - UPPER LAYER (LT 58-28 S: 9.5 mm NOMINAL SIZE)
- 8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED)

CONCRETE SIDEWALK — 6-INCH AT DRIVEWAYS
- 5" CONCRETE
- 6" CRUSHED AGGREGATE BASE COURSE

PUBLIC ROADWAY — 3" LOWER LAYER; 2" UPPER LAYER
- 5" ASPHALTIC CONCRETE
  - LOWER LAYER (LT 58-28 S: 19.0 mm NOMINAL SIZE)
  - UPPER LAYER (LT 58-28 S: 9.5 mm NOMINAL SIZE)

PAVING NOTES

1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.
2. CONCRETE PAVING SPECIFICATIONS–

   CODES AND STANDARDS – THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.

   CRUSHED AGGREGATE BASE COURSE – THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.

   SURFACE PREPARATION – NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
3. ASPHALTIC CONCRETE PAVING SPECIFICATIONS–

   CODES AND STANDARDS – THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.

   WEATHER LIMITATIONS – APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (–1° C).

   GRADE CONTROL – ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.

   CRUSHED AGGREGATE BASE COURSE – BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.

   BINDER COURSE AGGREGATE – THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.

   SURFACE COURSE AGGREGATE – THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.

   ASPHALTIC MATERIALS – THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.

   SURFACE PREPARATION – NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
4. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE

GRADING NOTES

1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
   - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE JSD ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
   - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL ENGINEERING SERVICES REPORT FOR SITE COMPACTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/–) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.

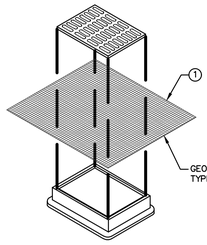
EROSION AND SEDIMENT CONTROL NOTES:

1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF PLEASANT PRAIRIE ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.

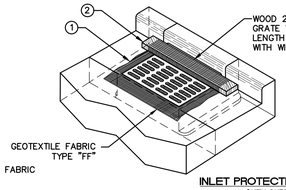
   PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER. ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:
   - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
   - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
   - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.
9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
10. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
11. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
12. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
13. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
14. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS.
15. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
16. ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75BN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C125BN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
17. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
18. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
19. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (a–f). OF THE NPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
20. THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE BELOW.
   - SILT FENCE – REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
   - CONSTRUCTION ENTRANCE – AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.
   - DITCH CHECK (STRAW BALES) – RE-SECURE STAKES; ADJUST OR REPOSITION BALES TO ADDRESS PROPER FLOW OF STORMWATER; AND REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE.
   - EROSION CONTROL MATTING – REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHERE CHANNELIZATION HAS OCCURRED.
   - DIVERSION BERM/SWALE – REPLACE OR RE-COMPACT THE CONSTRUCTION MATERIALS AS NECESSARY.
   - INLET PROTECTION – CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE IS CLOGGED. INLET FILTER BAGS SHALL BE REPLACED ONCE BAG BECOMES ONE-HALF FULL OF SEDIMENT.

   ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.

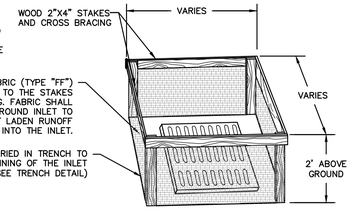
   - CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL, SANITARY WASTE, AND WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARPAULIN TO PREVENT BLOWING DEBRIS.
   - DUST CONTROL SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
     - **A.** COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.
     - **B.** ROUGHENING TH



INLET PROTECTION - TYPE "B"
(WITHOUT CURB BOX)



INLET PROTECTION, TYPE "C"
(WITH CURB BOX)



INLET PROTECTION - TYPE "A"

TYPE "B" INSTALLATION NOTES

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3 INCHES OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHODS TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

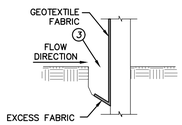
GENERAL NOTES

1. TYPE "FF" GEOTEXTILE FABRIC INLET PROTECTION SHALL BE SELECTED FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION'S PRODUCT ACCEPTABILITY (PAL) LIST. FABRIC INLET PROTECTION AND MANUFACTURED ALTERNATIVES SHALL BE IN COMPLIANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1060.
2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

(1) FINISHED SIZE, INCLUDING FLAP POCKET WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

(2) FOR INLET PROTECTION, TYPE "C" (WITH CURB BOX), AN ADDITIONAL 18 INCHES OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

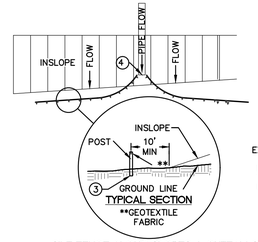
(3) FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.



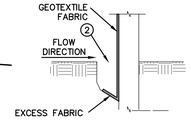
NOTE: ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS

TRENCH DETAIL

INLET PROTECTION
N.T.S.

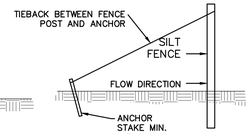


SILT FENCE ALONG SLOPES + OUTFALLS

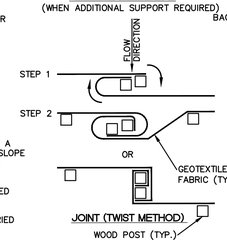


NOTE: ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS

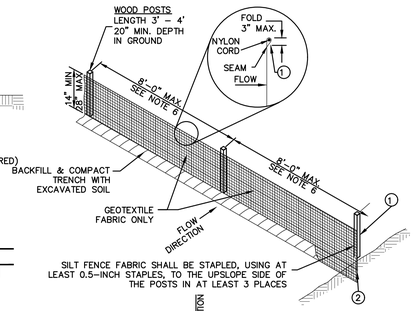
TRENCH DETAIL



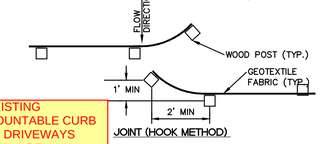
SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



JOINT (TWIST METHOD)



SILT FENCE FABRIC SHALL BE STAPLED, USING AT LEAST 0.5-INCH STAPLES, TO THE UPSLOPE SIDE OF THE POSTS IN AT LEAST 3 PLACES



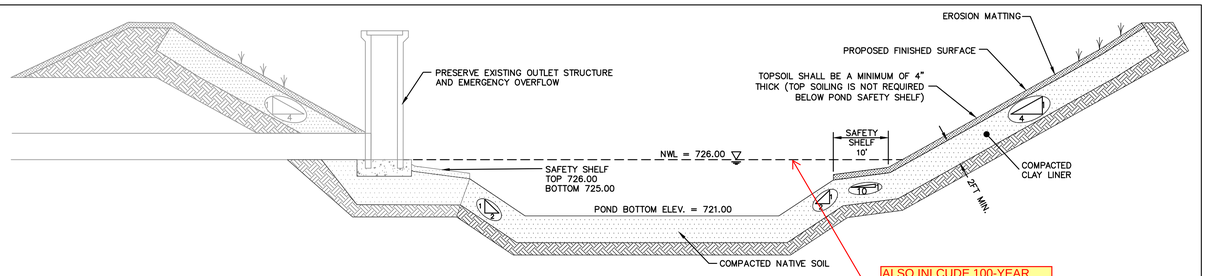
JOINT (HOOK METHOD)

EXISTING MOUNTABLE CURB AT DRIVEWAYS SHALL REMAIN.

GENERAL NOTES

1. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
2. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
4. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE.
5. SILT FENCE CONSTRUCTION AND GEOTEXTILE FABRIC SHALL CONFORM TO WDNR TECHNICAL STANDARD 1056.
6. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8-FEET FOR WOVEN & 3-FEET FOR NON-WOVEN)

SILT FENCE DETAIL
N.T.S.



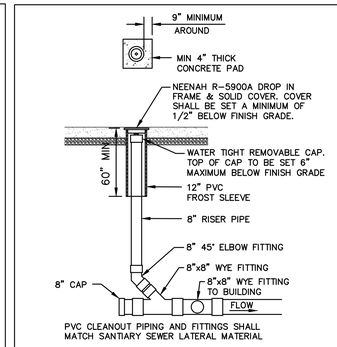
ALSO INLCUDE 100-YEAR HW ELEVATION

CROSS-SECTION
N.T.S.

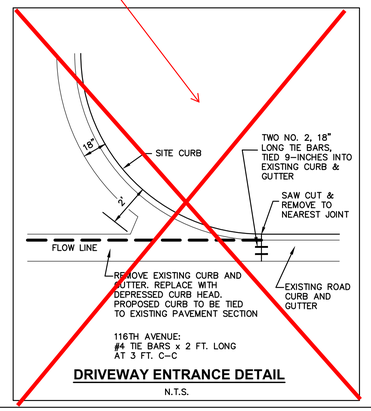
GENERAL NOTES

1. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "WDNR WET DETENTION BASIN TECHNICAL STANDARD 1001".
2. ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORMWATER MANAGEMENT PLAN FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
3. OWNER OR CONTRACTOR MUST CONSULT LANDSCAPE ARCHITECT OR ECOLOGICAL PLANNING AGENCY FOR APPROPRIATE PLANTS AND PLANTING CONFIGURATIONS.
4. CLAY LINER SHALL BE A MINIMUM OF 2-FEET THICK. CLAY SHALL BE COMPACTED AT ±2.0% OPTIMAL MOISTURE CONTENT TO 90% MODIFIED PROCTOR. MEDIUM STIFF TO STIFF CLAYS PRESENT ONSITE MAY BE USED AT THE DISCRETION OF THE GEOTECHNICAL ENGINEER OF RECORD.
5. FOR CONSTRUCTED EMBANKMENTS WHERE THE PERMANENT POOL IS PONDED 3 FT OR MORE AGAINST THE EMBANKMENT, THERE SHALL BE A CORE TRENCH OR KEYWAY ALONG THE CENTERLINE OF THE EMBANKMENT UP TO THE PERMANENT POOL ELEVATION. THE CORE TRENCH OR KEYWAY SHALL BE A MINIMUM OF 2 FT DEEP AND 8 FT WIDE WITH A SIDE SLOPE OF 1:1 OR FLATTER.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER CONSTRUCTION PRACTICES HAVE BEEN UTILIZED AND THAT STORMWATER MANAGEMENT FEATURES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH APPROVED DESIGN PLANS. JSD, INC. SHALL NOT BE LIABLE FOR ANY CONSTRUCTION PRACTICES OR INSTALLATION WHICH DEVIATES FROM THE APPROVED PLAN SET. ONCE THE OWNER HAS PROVIDED FINAL APPROVAL TO THE WORK PERFORMED BY THE CONTRACTOR AND ENSURED COMPLIANCE WITH THE PLAN, IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN STORMWATER MANAGEMENT FEATURES IN ACCORDANCE WITH THE RECORDED MAINTENANCE AGREEMENT. PROPER OPERATION IS DEPENDENT ON A MULTITUDE OF VARIABLES INCLUDING WEATHER. THESE COMPONENTS REQUIRE ONGOING MAINTENANCE FOR WHICH THE OWNER IS RESPONSIBLE. JSD TAKES NO RESPONSIBILITY FOR PROPER OPERATION OF THE WATER QUALITY COMPONENTS.

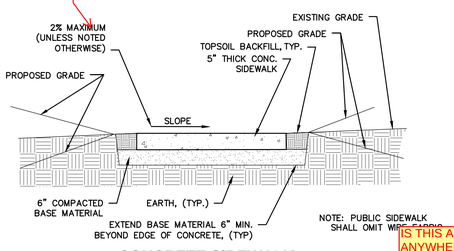


SANITARY SEWER CLEAN OUT DETAIL
N.T.S.



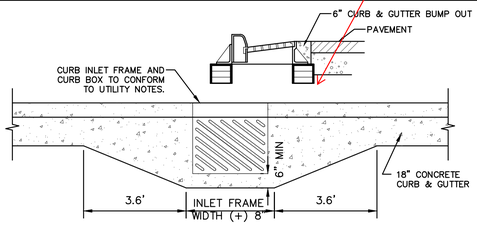
DRIVEWAY ENTRANCE DETAIL
N.T.S.

DESIGN FOR 1.50% TYPICAL ; W 2% MAX ALLOWED

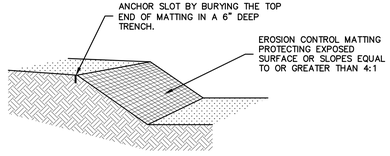


CONCRETE SIDEWALK
N.T.S.

IS THIS APPLICABLE ANYWHERE? ELIMINATE IF NOT OR IDENTIFY WHERE THIS IS USED



CURB INLET/CONCRETE CURB BUMP OUT
N.T.S.



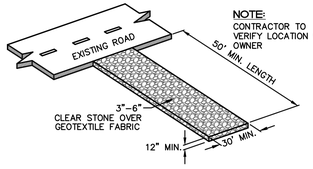
NOTES:

1. PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MATTING, ALL ROCKS, DIRT CLODS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SHALL BE REMOVED.
2. THE MATTING SHALL BE ANCHORED ALONG ITS ENTIRE PERIMETER WITH A 6"x6" ANCHOR TRENCH. AFTER MATTING IS LAID IN TRENCH, BACKFILL, AND COMPACT WITH SOIL OR GRAVEL.
3. THE MATTING SHALL BE ANCHORED TO THE GROUND USING 10 GAUGE WIRE STAPLES, 6" IN LENGTH BY 1" WIDE WITH A COVERAGE NOT LESS THAN 1 STAPLE PER EVERY 4 SQUARE FEET OF MATTING.
4. INSTALLATIONS SHALL ALSO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED GUIDELINES.
5. EROSION CONTROL MATTING SHALL BE ONE OF THE FOLLOWING:

A. JUTE MAT COMPOSED OF A JUTE YARN WEAVED IN A BASIC MANNER AND FREE OF ANY DYE AND HAVING A MINIMUM UNIT WEIGHT OF 2.7 LBS. PER SQ. YARD.
B. WOOD FIBER MAT COMPOSED OF WOOD FIBERS ENCASED IN A NETTING MADE OF NYLON, COTTON OR SIMILAR MATERIAL AND HAVING A MINIMUM UNIT WEIGHT OF 1.0 LBS. PER SQ. YARD.
C. SYNTHETIC WEBBING MAT MADE OF POLYVINYL CHLORIDE POLYPROPYLENE MONOFILAMENTS HAVING A MINIMUM UNIT WEIGHT OF 11 OUNCES PER SQ. YARD AND A MINIMUM TENSILE STRENGTH OF 25 LBS. IN ALL DIRECTIONS. (ASTM D-1682.64)

6. MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL (0.5" OR MORE). BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
7. STAPLES SHALL BE REMOVED FROM THE GROUND ONCE THE THREAT OF EROSION HAS PASSED AND PERMANENT VEGETATION HAS BEEN ESTABLISHED.

EROSION CONTROL MAT
N.T.S.



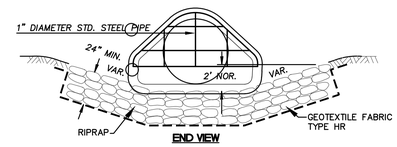
NOTE:
CONTRACTOR TO VERIFY LOCATION WITH OWNER

GENERAL NOTES

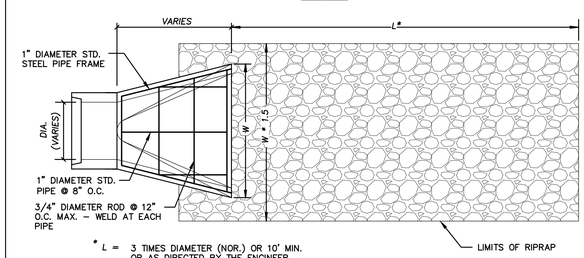
1. TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
2. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6-INCH CLEAR OR WASHED STONE. ALL MATERIAL TO BE RETAINED ON A 3-INCH SIEVE.
3. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK. ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH WisDOT TYPE "R" GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
4. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM 50-FEET LONG.
5. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
6. TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
7. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

CONSTRUCTION ENTRANCE
N.T.S.

USE VILLAGE STANDARD ENDWALL GRATE AND RIP-RAP AT ENDWALL DETAILS

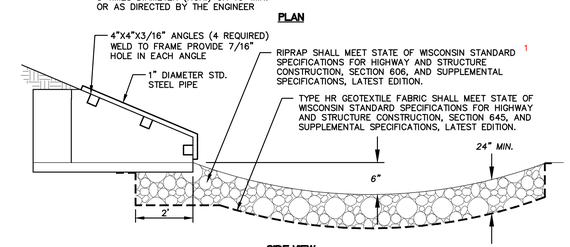


END VIEW



* L = 3 TIMES DIAMETER (NOR.) OR 10' MIN. OR AS DIRECTED BY THE ENGINEER

PLAN



RIPRAP SHALL MEET STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 606, AND SUPPLEMENTAL SPECIFICATIONS, LATEST EDITION. 1

TYPE HR GEOTEXTILE FABRIC SHALL MEET STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 645, AND SUPPLEMENTAL SPECIFICATIONS, LATEST EDITION.

SIDE VIEW

APRON ENDWALL WITH GRATE
N.T.S.

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KENOSHA, WI 53142

PROJECT:
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PROJECT LOCATION:
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#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SITE NOTES AND DETAILS

SHEET NUMBER:
C7.1

JSD PROJECT NO: 18-8835

File: R:\2018\18-8835 Vintage Parc\Dwg\18-8835 C7.0 Details.dwg Layout: C7.1 User: pmartens Plotted: Jan 25, 2019 - 11:48am Xref's:

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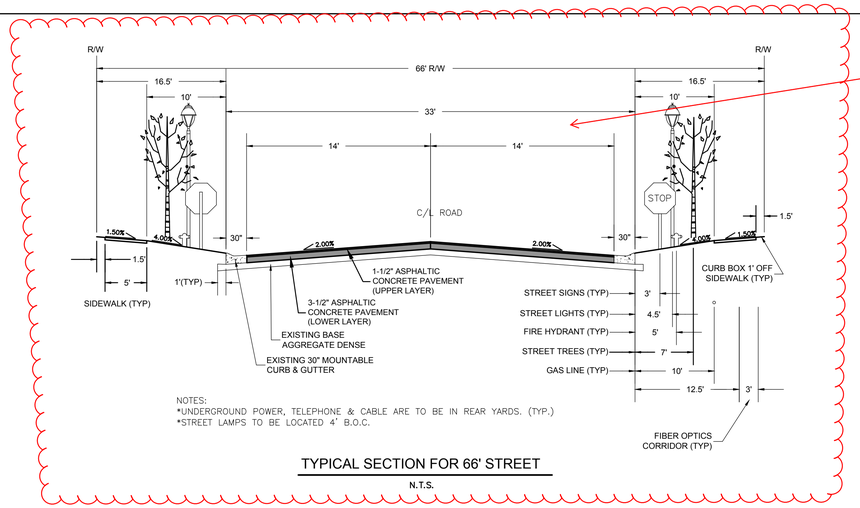
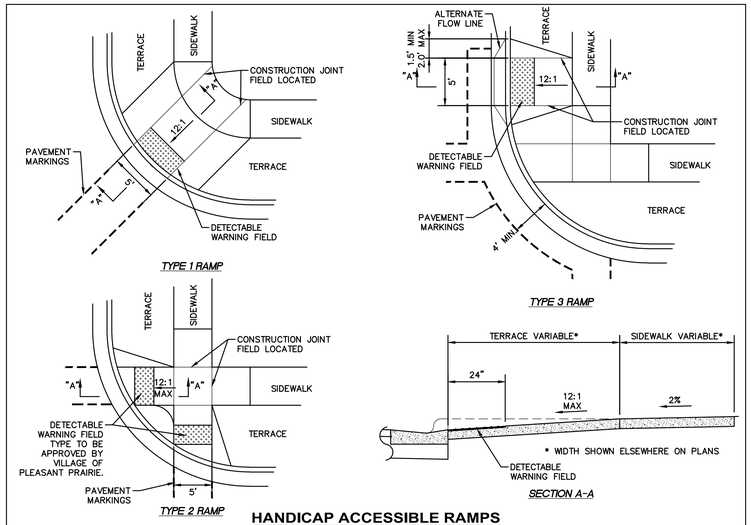


NOTES:
*UNDERGROUND POWER, TELEPHONE & CABLE ARE TO BE IN REAR YARDS. (TYP.)
*STREET LAMPS TO BE LOCATED 4' B.O.C.

TYPICAL SECTION FOR 66' STREET

N.T.S.

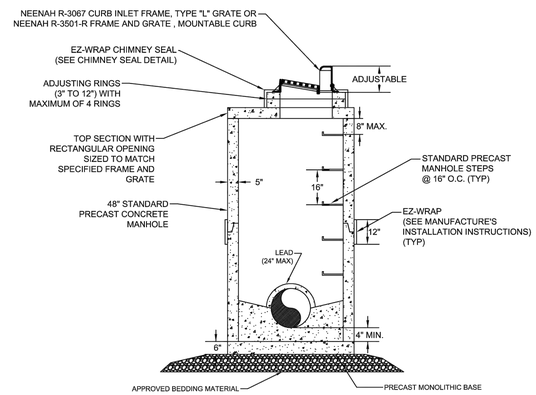
INCORRECT; PROVIDE SPECIAL DETAIL WITH EXISTING 37' BOC ROADWAY, ROW, STREET TREES, SIDEWALK, ETC FOR THIS PROJECT



HANDICAP ACCESSIBLE RAMPS

N.T.S.

REPLACE WITH UPDATED VILLAGE STANDARD DETAIL

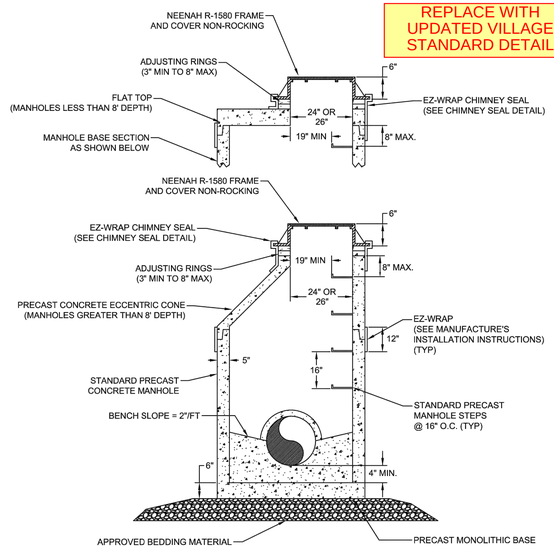


NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS

PLEASANT PRAIRIE	STANDARD STORM MANHOLE WITH CURB INLET	DETAIL: STM - 2
	CREATED: 9-23-04	APPROVED BY: MATT FINEOUR
	REVISED: 10-30-17	

REPLACE WITH UPDATED VILLAGE STANDARD DETAIL

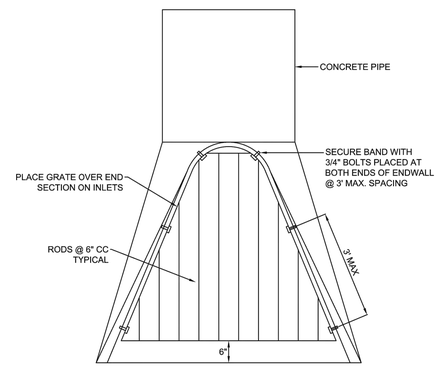


NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.

SCALE: NTS

PLEASANT PRAIRIE	STANDARD STORM MANHOLE	DETAIL: STM - 1
	CREATED: 11-21-12	APPROVED BY: MATT FINEOUR
	REVISED: 10-30-17	

REPLACE WITH UPDATED VILLAGE STANDARD DETAIL

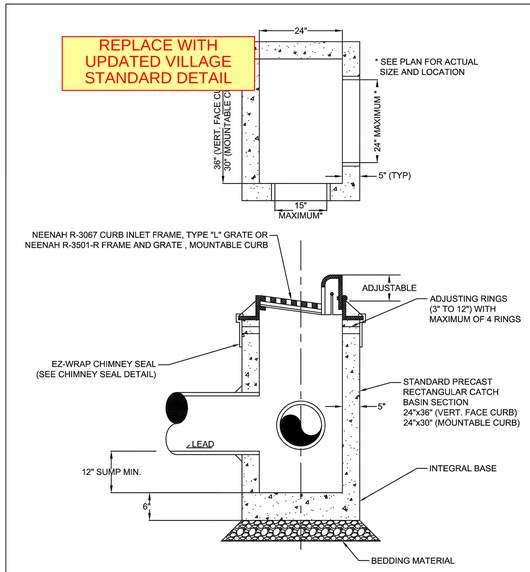


NOTE:
1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER.
2. SECURE THE LAST TWO PIPE SECTIONS, INCLUDING END SECTIONS, USING JOINT TIES.

SCALE: NTS

PLEASANT PRAIRIE	STANDARD ENDWALL GRATE	DETAIL: STM - 5
	CREATED: 11-01-13	APPROVED BY: MATT FINEOUR
	REVISED: 12-2-15	

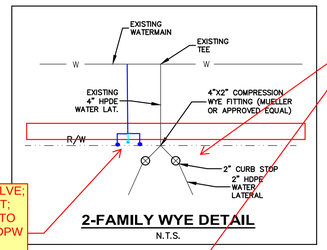
REPLACE WITH UPDATED VILLAGE STANDARD DETAIL



NOTES:
1. NON-SHRINKING MOTAR REQUIRED (TYP)-STORM CONNECTIONS, ADJUSTING RINGS, ECT.
2. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

SCALE: NTS

PLEASANT PRAIRIE	PRECAST RECTANGULAR CATCH BASIN	DETAIL: STM - 3
	CREATED: 12-14-04	APPROVED BY: MATT FINEOUR
	REVISED: 6-23-17	

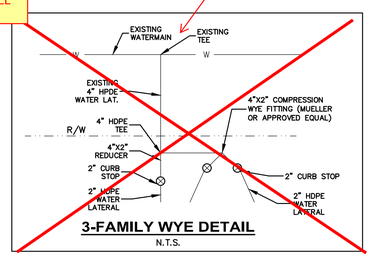


2-FAMILY WYE DETAIL

N.T.S.

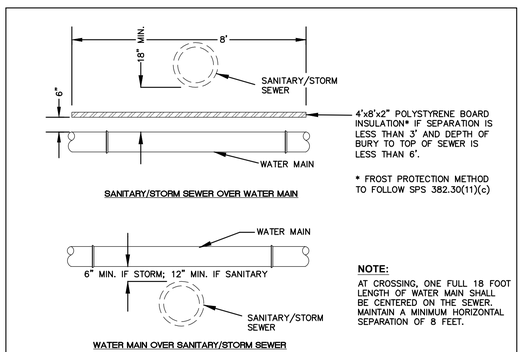
REVISE; ALSO SHOW SIDEWALK

REMOVE EXISTING 4" VALVE; REDUCE TO 2" AND ADD T; NEW SHUT OFF VALVES TO BE AT PROPERTY LINE; DPW IS PROVIDEING T INFORMATION THAT I WILL FOWARD ON



3-FAMILY WYE DETAIL

N.T.S.



NOTE:
AT CROSSING, ONE FULL 18 FOOT LENGTH OF WATER MAIN SHALL BE CENTERED ON THE SEWER. MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 8 FEET.

SEWER - WATER MAIN SEPARATION

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Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SITE NOTES AND DETAILS

SHEET NUMBER:
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JSD PROJECT NO: 18-8835

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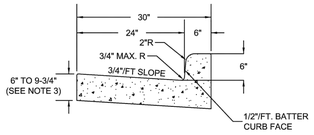
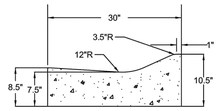
File: R:\2018\18-8835 Vintage Parc\Dwg\18-8835 C7.2 User: pmartens Plotted: Jun 25, 2019 - 11:58am Xref's:

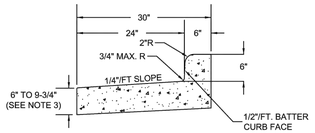
NOTE:
1. DAMAGED CURB / GUTTER SECTIONS SHALL BE REMOVED TO THE NEAREST JOINT.
2. CURB AND GUTTER CONSTRUCTED ADJACENT TO EXISTING CURB AND GUTTER SHALL BE INSTALLED USING TWO (2) NO.4 (1/2-INCH), 18-INCH LONG TIE BARS, EVENLY SPACED, DRIVEN 9-INCHES INTO THE EXISTING CURB AND GUTTER.
3. WHERE ADJACENT PAVEMENT SECTION CONTAINS CONCRETE THE GUTTER THICKNESS SHALL EXTEND TO THE BOTTOM OF THE ADJACENT CONCRETE PAVEMENT.



30" VERTICAL FACE CURB AND GUTTER



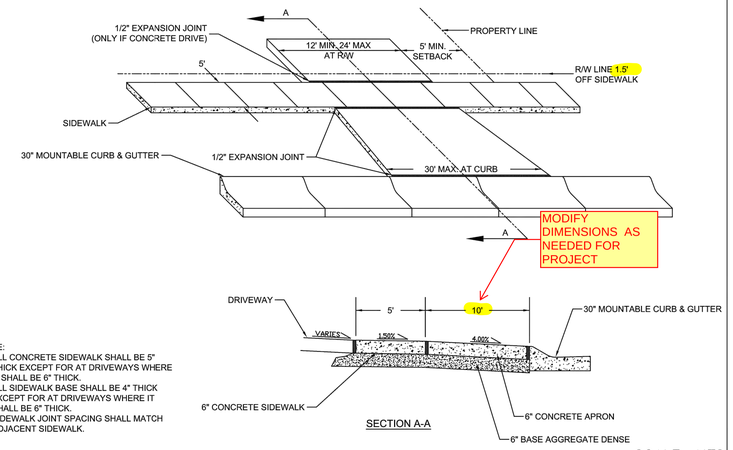
30" MOUNTABLE CURB AND GUTTER



30" VERTICAL FACE CURB AND GUTTER
(REVERSE SLOPE GUTTER)

SCALE: NTS

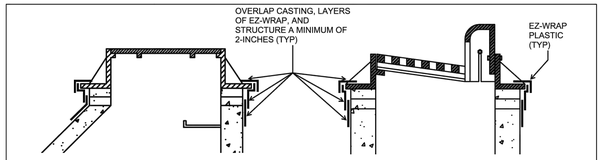
STANDARD CURB & GUTTER DETAILS	DETAIL: RD - 9	
CREATED: 2-7-14	APPROVED BY: MATT FINEOUR	
REVISED: 12-1-15		



NOTE:
1. ALL CONCRETE SIDEWALK SHALL BE 5" THICK EXCEPT FOR AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
2. ALL SIDEWALK BASE SHALL BE 4" THICK EXCEPT FOR AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
3. SIDEWALK JOINT SPACING SHALL MATCH ADJACENT SIDEWALK.

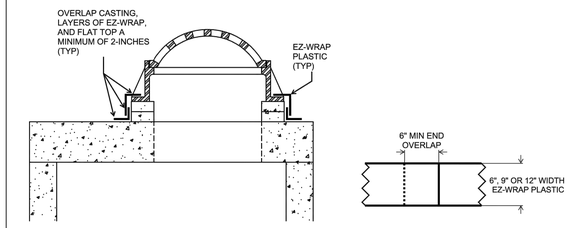
SCALE: NTS

STANDARD CONCRETE DRIVE APPROACH (MOUNTABLE CURB)	DETAIL: RD - 12	
CREATED: 2-12-14	APPROVED BY: MATT FINEOUR	
REVISED: 12-1-15		



CONE SECTION MANHOLE INSTALLATION

CATCH BASIN INSTALLATION



FLAT TOP MANHOLE/INLET INSTALLATION

EZ-WRAP END OVERLAP DETAIL

INSTALLATION INSTRUCTIONS:

1.CLEAN AND DRY THE EXTERIOR SURFACES OF THE CASTING, ADJUSTING RINGS, AND STRUCTURE TO BE WRAPPED. SURFACES AND MATERIALS SHALL BE ABOVE 32 DEGREES.

2.APPLY MANUFACTURER RECOMMENDED AEROSOL ADHESIVE OR EZ-PRIMER #4 TO ALL SURFACES TO BE WRAPPED. EZ-PRIMER SHALL BE APPLIED USING A CLEAN PAINT BRUSH OR ROLLER.

3.WAIT FOR SOLVENTS TO DISPENSE FROM THE TREATED SURFACE. EZ-PRIMER TREATED SURFACE SHALL BE DRY AND APPEAR SMOOTH AND CLEAN. AEROSOL ADHESIVE SHALL BE TACKY. DEPENDING ON THE TEMPERATURE THIS MAY TAKE 10-30 MINUTES FOR EZ-PRIMER OR 1-3 MINUTES FOR AEROSOL ADHESIVE.

4.CUT EZ-WRAP TO LENGTH. CUT ENDS SHALL OVERLAP A MINIMUM OF 6".

5.BEGINNING AT THE BOTTOM OF THE STRUCTURE CAREFULLY INSTALL THE EZ-WRAP TO THE DRY, TREATED SURFACES, REMOVING THE RELEASE PAPER AS YOU APPLY THE EZ-WRAP. DO NOT STRETCH THE EZ-WRAP. PRESS THE EZ-WRAP DOWN FIRMLY AND EVENLY AS YOU COVER THE SURFACES.

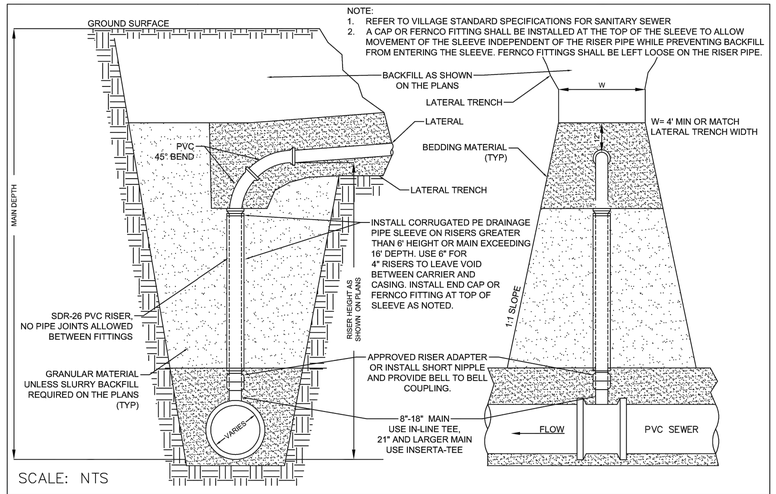
6.INSTALL EZ-PRIMER OR AEROSOL ADHESIVE OVER TOP 2-INCHES OF EZ-WRAP AND CUT END TO BE OVERLAID. ALLOW SURFACE TO DRY AS STATED IN STEP 3.

7.INSTALL NEXT SECTION OF EZ-WRAP. OVERLAP THE EZ-WRAP VERTICALLY A MINIMUM OF 2-INCHES. DO NOT STRETCH THE EZ-WRAP. PRESS THE EZ-WRAP DOWN FIRMLY AND EVENLY AS YOU COVER THE SURFACES.

8.REPEAT STEPS 6 AND 7 UNTIL THE ENTIRE CHIMNEY SECTION IS WRAPPED.

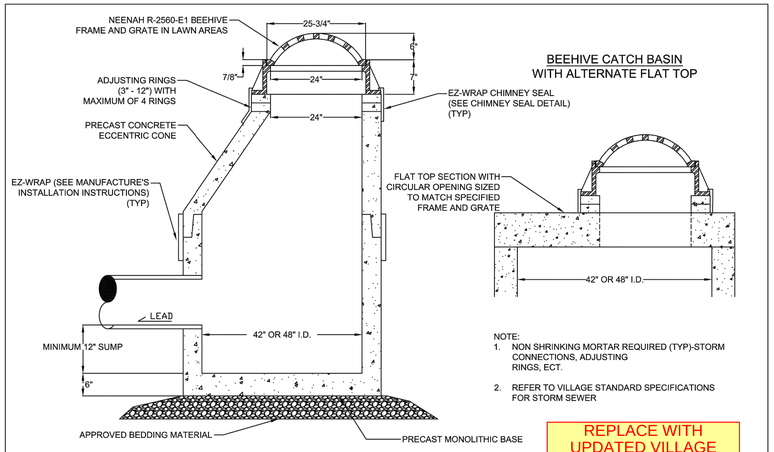
CHIMNEY SEAL DETAIL	DETAIL: CS - 1	
CREATED: 7-11-17	APPROVED BY: MATT FINEOUR	
REVISED:		

NOTE:
1. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY SEWER
2. A CAP OR FERNCO FITTING SHALL BE INSTALLED AT THE TOP OF THE SLEEVE TO ALLOW MOVEMENT OF THE SLEEVE INDEPENDENT OF THE RISER PIPE WHILE PREVENTING BACKFILL FROM ENTERING THE SLEEVE. FERNCO FITTINGS SHALL BE LEFT LOOSE ON THE RISER PIPE.



SCALE: NTS

SANITARY RISER	DETAIL: SAN - 3	
CREATED: 1-30-14	APPROVED BY: MATT FINEOUR	
REVISED: 6-9-17		



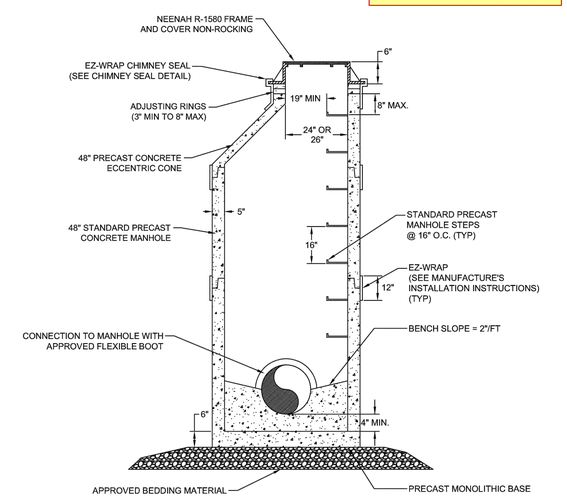
NOTE:
1. NON SHRINKING MORTAR REQUIRED (TYP)-STORM CONNECTIONS, ADJUSTING RINGS, ECT.
2. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR STORM SEWER

REPLACE WITH
UPDATED VILLAGE
STANDARD DETAIL

SCALE: NTS

STANDARD BEEHIVE CATCH BASIN	DETAIL: STM - 4	
CREATED: 12-15-04	APPROVED BY: MATT FINEOUR	
REVISED: 6-23-17		

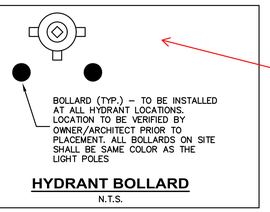
REPLACE WITH
UPDATED VILLAGE
STANDARD DETAIL



NOTE: REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY SEWER.

SCALE: NTS

STANDARD SANITARY MANHOLE	DETAIL: SAN - 1	
CREATED: 11-21-12	APPROVED BY: MATT FINEOUR	
REVISED: 10-30-17		



BOLLARD (TYP.) – TO BE INSTALLED AT ALL HYDRANT LOCATIONS. LOCATION TO BE VERIFIED BY OWNER/ARCHITECT PRIOR TO PLACEMENT. ALL BOLLARDS ON SITE SHALL BE SAME COLOR AS THE LIGHT POLES

HYDRANT BOLLARD
N.T.S.

NOT APPLICABLE;
REMOVE

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Approved:	RWI
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SHEET TITLE:
SITE NOTES AND DETAILS

SHEET NUMBER:
C7.3

JSD PROJECT NO: 18-8835

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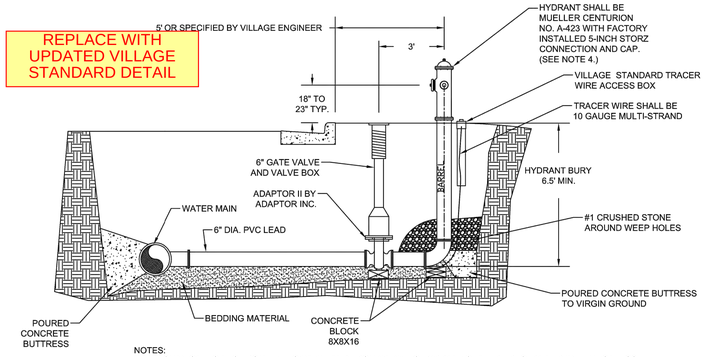
File: R:\2018\18-8835 Vintage Parc\Dwg\18-8835 C7.0 Details.dwg Layout: C7.3 User: pmartens Plotted: Jan 24, 2019 – 5:11pm Xref's:

REPLACE WITH UPDATED VILLAGE STANDARD DETAIL

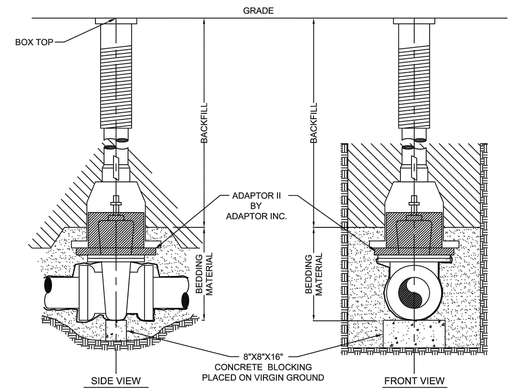


NOTES:

1. MECHANICAL JOINTS FROM TEE TO VALVE AND FROM VALVE TO HYDRANT SHALL BE RESTRAINED WITH MEGALUGS AND STAINLESS STEEL BOLTS.
2. ALL FASTENERS SHALL BE STAINLESS STEEL.
3. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION
4. HYDRANT SPECIFICATIONS - 2 EACH 2-1/2 INCH NST NOZZLE, 1 FACTORY INSTALLED 5-INCH STORZ CONNECTION AND CAP MANUFACTURED BY MUELLER.
5. PAINT SPECIFICATION - PLEASE REFER TO VS-0400 OF THE VILLAGE CONSTRUCTION SPECIFICATIONS.
6. HYDRANT EXTENSIONS ARE NOT PERMITTED.

SCALE: NTS

STANDARD HYDRANT ASSEMBLY	DETAIL: W - 1	
CREATED: 11–26–12	APPROVED BY: MATT FINEOUR	
REVISED: 8–4–16		

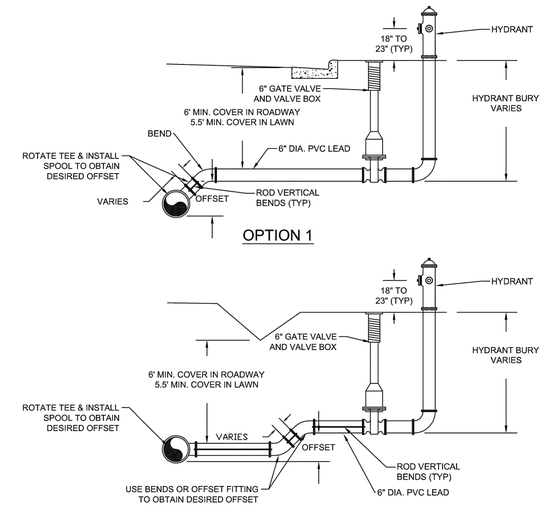


NOTE:

1. VALVE SHALL BE WRAPPED IN BLACK POLYETHYLENE.
2. REFER TO VILLAGE STANDARD SPECIFICATION FOR WATER MAIN

SCALE: NTS

STANDARD GATE VALVE BOX SETTING	DETAIL: W - 3	
CREATED: 12–14–04	APPROVED BY: MATT FINEOUR	
REVISED: 11–16–15		



NOTE:

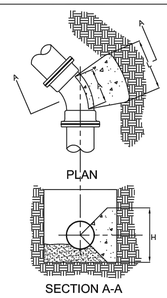
1. HYDRANT ASSEMBLY INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD HYDRANT ASSEMBLY DETAIL.
2. REFER TO THE VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION.
3. ALL VERTICAL BENDS SHALL BE RODDED WITH STAINLESS STEEL HARDWARE.

HYDRANT OFFSETS	DETAIL: W - 6	
CREATED: 11–21–12	APPROVED BY: MATT FINEOUR	
REVISED: 8–4–16		

SCALE: NTS

NOTES:

1. $L_{(WATER)}$ DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 150 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR STANDARD WATER MAINS AND WATER SERVICES.
2. $L_{(FIRE)}$ DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 200 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR FIRE LINES AND COMBINATION FIRE / WATER SERVICES.
3. DIMENSION (A) SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH MECHANICAL JOINT BOLTS.
4. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH AND SURFACE AREA (H x L) MATCHES THAT LISTED IN THE TABLE.
5. IF IN-SITU SOILS HAVE AN EARTH RESISTANCE OF LESS THAN 2 TONS PER SQ. FT. THE BUTTRESS AREA SHALL BE INCREASED PROPORTIONALLY.
6. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.
7. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN.



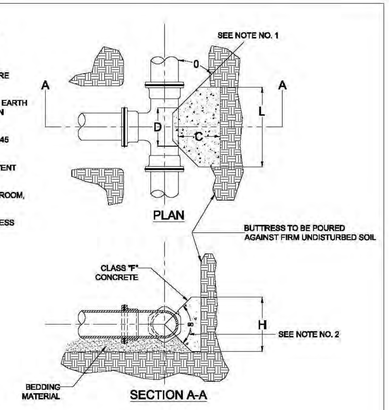
BUTTRESS DIMENSIONS

PIPE	11¼ DEG. BEND			22½ DEG. BEND			45 DEG. BEND			90 DEG. BEND		
SIZE	H	$L_{(WATER)}$	$L_{(FIRE)}$	H	$L_{(WATER)}$	$L_{(FIRE)}$	H	$L_{(WATER)}$	$L_{(FIRE)}$	H	$L_{(WATER)}$	$L_{(FIRE)}$
4"	0'-8"	0'-5"	0'-5"	1'-1"	0'-6"	0'-6"	1'-3"	0'-10"	0'-10"	1'-4"	1'-6"	1'-6"
6"	1'-2"	0'-6"	0'-6"	1'-6"	0'-9"	0'-9"	1'-8"	1'-4"	1'-4"	1'-10"	2'-2"	2'-2"
8"	1'-3"	0'-9"	0'-9"	2'-0"	1'-0"	1'-0"	2'-0"	1'-11"	1'-11"	2'-4"	3'-0"	3'-0"
10"	1'-3"	0'-10"	1'-2"	2'-0"	1'-1"	1'-5"	2'-0"	2'-1"	2'-9"	2'-4"	3'-4"	4'-5"
12"	1'-4"	1'-2"	1'-6"	2'-6"	1'-2"	1'-7"	2'-6"	2'-4"	3'-2"	2'-8"	4'-1"	5'-5"
14"	1'-6"	1'-4"	1'-10"	3'-0"	1'-4"	1'-10"	3'-0"	2'-8"	3'-6"	3'-0"	4'-11"	6'-6"
16"	2'-0"	1'-4"	1'-9"	3'-0"	1'-9"	2'-4"	3'-0"	3'-5"	4'-7"	3'-0"	6'-4"	8'-5"
18"	2'-6"	1'-4"	1'-9"	3'-6"	1'-10"	2'-6"	3'-6"	3'-8"	4'-11"	3'-6"	6'-9"	9'-1"
20"	2'-9"	1'-6"	2'-0"	3'-9"	2'-2"	2'-10"	3'-9"	4'-2"	5'-7"	3'-9"	7'-9"	10'-4"
24"	3'-0"	1'-11"	2'-7"	4'-3"	2'-8"	3'-7"	4'-3"	5'-4"	7'-1"	4'-4"	9'-7"	12'-10"

BUTTRESS FOR BENDS	DETAIL: W - 5	
CREATED: 2–4–14	APPROVED BY: MATT FINEOUR	
REVISED: 8–4–16		

NOTES:

1. $L_{(WATER)}$ DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 150 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR STANDARD WATER MAINS AND WATER SERVICES.
2. $L_{(FIRE)}$ DIMENSIONS IN THE TABLE ARE BASED ON A WATER PRESSURE OF 200 PSI, AN EARTH RESISTANCE OF 2 TONS PER SQ. FT., A FACTOR OF SAFETY OF 1.5 AND IS TO BE USED FOR FIRE LINES AND COMBINATION FIRE / WATER SERVICES.
3. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH AND SURFACE AREA (H x L) MATCHES THAT LISTED IN THE TABLE. CONCRETE SHALL BEAR ON FITTINGS AS SHOWN.
4. DIMENSION "C" SHOULD BE LARGE ENOUGH TO MAKE ANGLE "D" EQUAL TO OR LARGER THAN 45 DEG.
5. DIMENSION "D" EQUALS APPROX. I.D. OF PIPE LESS 2". AN EFFORT SHOULD BE MADE TO PREVENT CONCRETE FROM COVERING THE MECHANICAL JOINT BOLTS.
6. WHERE BUTTRESSES ARE NOT POSSIBLE BECAUSE OF POOR SOIL CONDITIONS OR LACK OF ROOM, STRAPPING SHALL BE PERMITTED IF APPROVED BY THE VILLAGE.
7. IF IN-SITU SOILS HAVE AN EARTH RESISTANCE OF LESS THAN 2 TONS PER SQ. FT. THE BUTTRESS AREA SHALL BE INCREASED PROPORTIONALLY.
8. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.
9. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN.



BUTTRESS DIMENSIONS

PIPE	TEE		
SIZE	H	$L_{(WATER)}$	$L_{(FIRE)}$
4"	1'-6"	1'-0"	1'-0"
6"	1'-8"	1'-0"	1'-0"
8"	2'-4"	2'-0"	2'-1"
10"	2'-4"	2'-4"	3'-1"
12"	2'-7"	3'-0"	4'-0"
14"	2'-10"	3'-6"	4'-10"
16"	2'-10"	4'-9"	6'-4"
18"	3'-6"	4'-10"	6'-5"
20"	3'-10"	5'-5"	7'-2"
24"	4'-8"	6'-2"	8'-3"

SCALE: NTS

BUTTRESS FOR TEES	DETAIL: W - 5A	
CREATED: 2–5–14	APPROVED BY: MATT FINEOUR	
REVISED: 8–4–16		

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P. 262.513.0666

CLIENT:

HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SITE NOTES AND DETAILS

SHEET NUMBER:
C7.4

JSD PROJECT NO: 18-8835

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REPLACE WITH ALL SECTION WITH 2019 EDITION. INCLUDE ALL STANDARD CONSTRUCTION SECTIONS EXCEPT FOR STREET LIGHTS.

VILLAGE STANDARD CONSTRUCTION SPECIFICATIONS
VS-0100 GENERAL TERMS AND CONDITIONS

1.0 Section Description

A. Basic description of general terms and conditions for public improvement project construction.

2.0 Definitions of Parties

A. Village: The "Village" or "Owner" is the Village of Pleasant Prairie also including their representative consulting engineers.

B. Developer: The "Developer" is the company, person, or organization developing the project. The "Developer" shall be the same identification in the Developer's Agreement with the Village.

C. Engineer: The "Design Engineer" is the Engineer of Record for the project consisting of the company or organization who prepared the construction engineering plans.

D. Contractor: The "Contractor" is the company hired by the Developer or Village to construct the improvements as identified in the construction engineering plans and the Developer's Agreement.

3.0 Preliminary Matters

A. Construction plans must be reviewed and approved by the Village prior to construction commencement. Although plans are reviewed by the Village, it does not relieve the Developer from compliance of Village Ordinances or these standard construction specifications. Should there be a discrepancy between plans and these construction standards, the construction standards shall govern unless otherwise approved or specified by the Village.

B. All required easement(s), licenses, and/or local, county, State, and federal permits must be obtained prior to construction commencement.

C. Contractors shall comply with Chapter 150 of the Village Municipal Code "Contractor Qualification Ordinance of the Village of Pleasant Prairie" requiring pre-qualification of Contractors prior to obtaining bidding documents or submitting bids or acting as contractor or subcontractor on any public improvement project.

D. Prior to construction commencement, a pre-construction conference must be held at the Village Offices. The pre-construction conference shall be scheduled and moderated by the Design Engineer.

E. The Contractor shall have a complete set of the village approved plans and specifications at the project site at all times. Specifications shall include:

(1) Village of Pleasant Prairie Standard Construction Specifications.

"If the Contractor wishes to substitute an alternative material as an "equal" to the material specified, he shall first submit a detailed description of such to the Village for their review and approval/disapproval. The Contractor shall not install any alternate materials prior to receiving approval for their use. Only those materials listed in these Village Specifications or approved as alternates shall be used on this project."

6.0 Regulatory Requirements

A. Permits / Licenses

(1) Contractor shall have a copy and be familiar with all permits / licenses and their respective provisions. All work requiring permits or licenses shall abide by the governing permit / license provisions where they exceed the requirements in these specifications.

(2) Contractor shall obtain and provide a copy to the Village all permits that are associated with specific construction methods or circumstances that were not obtained through the plan approval process. These may include but are not limited to WDNR well permits, offsite construction easement agreements made by Contractor or Developer, off-site disposal permits, etc.

(3) Spoil Disposal within Village Boundary

a. The Contractor shall provide the Village with the location(s) of all spoil disposal sites within the Village, prior to construction. No disposal of materials within the Village shall occur unless a Village Land Disturbance Permit and/or other required Village, County, State or Federal approvals have been obtained for the specific disposal site. The Contractor will be responsible for removing spoil and restoring any site(s) that are used for improper disposal of spoil material.

B. Compliance with Laws, Safety, Means and Methods

(1) The Contractor, his subcontractors, agents and employees, shall at all times, observe and comply with all Federal and State Laws, ordinances, codes and regulations which in any manner affect the conduct of the work.

(2) The Contractor shall be responsible for compliance with all Federal, State, and local laws, including OSHA Standards, and with any other applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss. The Contractor shall provide all safeguards, safety devices and protective equipment and shall be responsible for initiating, maintaining and supervising all safety precautions and programs utilized by the Contractor and his sub-contractors in the performance of their work and shall take any other actions necessary to protect the life and health of employees on the job and safety of the public and to protect property in connection with the performance of work on this project.

(2) "Standard Specifications" for Sewer and Water Construction in Wisconsin", if applicable.

(3) "State Specifications"; and

(4) Other documents pertaining to the project.

4.0 Specifications

A. Utility Construction

(1) The "Standard Specifications for Sewer and Water Construction in Wisconsin", current edition and addendums, will govern all utility work performed on this project and hereinafter will be referred to as the "Standard Specifications".

a. Part I, General Conditions, from the "Standard Specifications" are not applicable to Village Construction.

B. Road Construction

(1) The State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", current edition, and all "Interim Supplemental Specifications"; will govern all road work performed on this project and hereinafter will be referred to as the "State Specifications".

a. Part I, General Requirements and Covenants, from the "State Specifications" are not applicable to Village Construction projects, except those sections specifically referenced in these contract documents.

b. All references to the "Department" or "State" (The "Department" of Transportation of the "State" of Wisconsin) shall be interpreted to mean the Owner.

c. All references to metric unit(s) shall be converted to their nearest whole equivalent Standard unit(s) (U.S. Standard) in accordance with the conversion tables shown in the Appendix of the "State Specifications".

C. Village of Pleasant Prairie Standard Construction Specifications

(1) The Village of Pleasant Prairie Standard Construction Specifications will govern all utility and road work performed on this project and hereinafter will be referred to as "Village Specifications". In the event of a discrepancy between these "Village Specifications" and either the "Standard Specifications" or the "State Specifications", these "Village Specifications" shall govern.

5.0 Alternate Materials

A. The Contractor may furnish alternate materials in place of those specified in these Village Specifications where "or equal" is stated and when the following provisions have been complied with.

(3) The contractor shall be responsible for the construction means, methods, techniques or procedures, equipment, and for safety precautions or programs, unless such means and equipment are specified in these Village Specifications.

(4) Protection of Unattended Trenches

a. Unattended trenches shall be secured in a safe manner and suitable for protection of the public. Providing the method of protection, equipment, personal, and materials needed to secure trenches is the sole responsibility of the Contractor. If the Contractor does not have adequate means to protect the trench then the trench shall be backfilled prior to leaving the trench unattended. If the Village determines that the Contractor has failed to adequately protect an unattended trench the Village shall provide the minimum protection necessary, in their opinion, to protect the public. The cost of the Village implementing protective measures shall be charged to the Contractor and/or Developer. Minimum protection requirements are listed below:

i. All trenches shall be either completely covered by a steel plate no less than 3/4" thick or protected by orange plastic snow fencing. Snow fence shall be in good condition with no voids greater than 4-inches, minimum height of 4-feet, no greater than 4-inches off the ground, securely fastened and upright.

ii. Trenches within right of ways or easements open to any public traffic shall be delineated with reflective signs and/or flashing yellow lights and protected by barriers suitable to prevent vehicles from entering the trench. Depending on the location and traffic speed suitable barriers may include construction barrels, barricades, barrier wall, Contractor's equipment, etc.

7.0 Notification of Utilities

A. Utility Location and Coordination.

(1) The locations of utilities shown on the Plans are from existing record(s) and/or field locations and may not be complete or accurate. The Contractor shall contact Digger's Hotline at (800) 242-8511, as well as other utilities not served by Digger's Hotline but having facilities in the work area, at least three (3) full business days prior to construction to notify the utilities to locate their underground facilities.

B. Utility Protection

(1) It shall be the responsibility of the Contractor to protect all utilities that are encountered in his work operations. The Contractor shall contact utilities to determine their procedure and schedule for supporting and/or relocating utilities and shall notify any above ground utility such as electric and telephone companies to relocate or reinforce any poles, ties or anchors which may be on or near the line of the proposed utility or weakened by excavation for the proposed utility or within road construction grading limits.

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P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT
CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SITE NOTES AND DETAILS
VS-0100

SHEET NUMBER:
C7.5

JSD PROJECT NO: 18-8835

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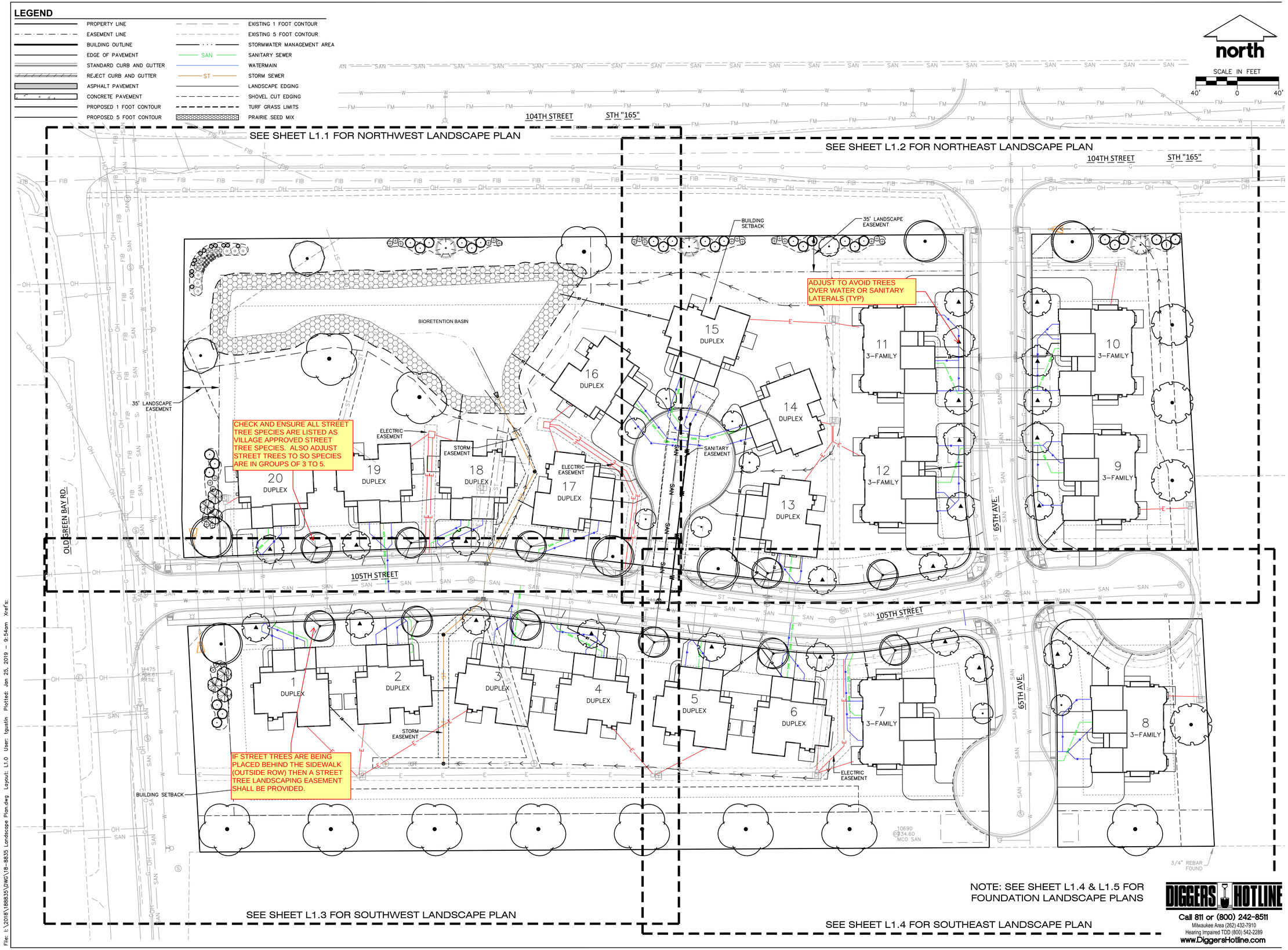
LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SANITARY SEWER
STANDARD CURB AND GUTTER	WATERMAIN
REJECT CURB AND GUTTER	STORM SEWER
ASPHALT PAVEMENT	LANDSCAPE EDGING
CONCRETE PAVEMENT	SHOVEL CUT EDGING
PROPOSED 1 FOOT CONTOUR	TURF GRASS LIMITS
PROPOSED 5 FOOT CONTOUR	PRAIRIE SEED MIX



NOTE: SEE SHEET L1.4 & L1.5 FOR FOUNDATION LANDSCAPE PLANS

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CLIENT ADDRESS:
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KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
OVERALL LANDSCAPE PLAN

SHEET NUMBER:
L1.0

JSD PROJECT NO: 18-8835

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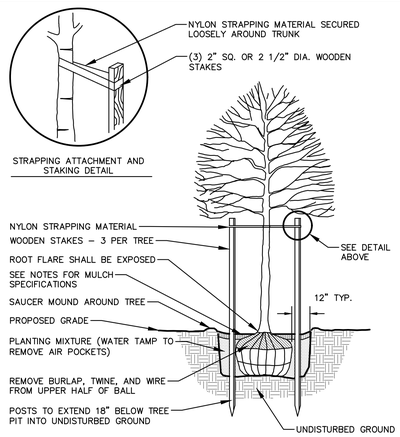
File: I:\2018\188835\DWG\18-8835 Landscape Plan.dwg Layout: L1.0 User: tgustin Plotted: Jan 25, 2019 - 9:54am Xref's:

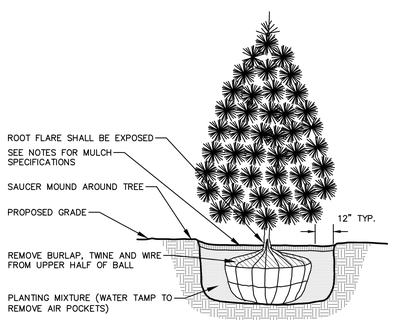


1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED
2. REMOVE NYLON STRAPPING WITHIN 9–18 MONTHS FOLLOWING INSTALLATION

DECIDUOUS TREE PLANTING DETAIL

N.T.S.

REV. 01–04–2019

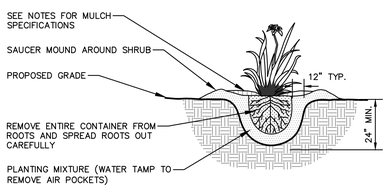


NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED

EVERGREEN TREE PLANTING DETAIL

N.T.S.

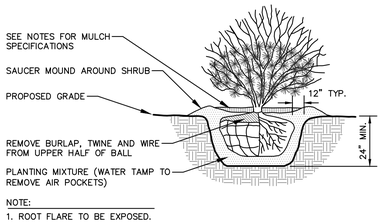
REV. 01–03–2019



PERENNIAL/ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

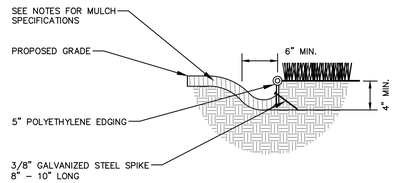
REV. 01–03–2019



SHRUB PLANTING DETAIL

N.T.S.

REV. 01–03–2019



POLYETHYLENE LANDSCAPE EDGING DETAIL

N.T.S.

REV. 01–03–2019

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	Acer x freemanii `Jeffsred` / Autumn Blaze Maple	B & B	2.5"Cal		6
	Betula populifolia `Whitespire` / Whitespire Birch	B & B	1.5"Cal		1
	Ginkgo biloba `Princeton Sentry` / Princeton Sentry Ginkgo	B & B	2.5"Cal		4
	Gleditsia triacanthos `Draves` / Street Keeper Honeylocust	B & B	2.5"Cal		20
	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal		11
	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal		4
	Tilia cordata / Littleleaf Linden	B & B	2.5"Cal		2
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal		11
EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	Picea glauca densata / Black Hills Spruce	B & B	Min. 6` Ht.		3
	Thuja occidentalis 'Nigra' / Dark Green Arborvitae	B & B	Min. 6` Ht.		30
ORNAMENTAL TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	1.5"Cal		8
	Amelanchier x grandiflora `Princess Diana` / Princess Diana Serviceberry	B & B	1.5"Cal		6
DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	Clethra alnifolia `Ruby Spice` / Ruby Spice Clethra	3 gal	Min. 18"-24"		12
	Cornus sericea `Isanti` / Isanti Redosier Dogwood	5 gal	Min. 18"-24"		6
	Physocarpus opulifolius `Seward` / Seward Ninebark	5 gal	Min. 18"-24"		27
EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	Juniperus x pfitzeriana `Sea Green` / Sea Green Juniper	5 gal	Min. 18"-24"		4
ORNAMENTAL GRASSES	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	1 Gal	10-12" Ht.		18

GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
2. ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
4. DRAWING FOR REVIEW – NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
5. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR
6. REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN
7. CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTING OPERATIONS TO LANDSCAPE ARCHITECT
8. DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACENT SITE IMPROVEMENTS, IRRIGATION INSTALLATION, AND FINISH GRADING ARE COMPLETE

GENERAL NOTES

1. GENERAL: ALL WORK IN THE R–O–W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1–800–382–5544 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
2. DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
3. MATERIALS – PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL–DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
4. PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
5. CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
6. ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

LANDSCAPE MATERIAL NOTES

1. MATERIALS – PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
2. MATERIALS – TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
3. MATERIALS – SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3–INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
4. MATERIALS – TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 5' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3–INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE–EMERGENT GRANULAR HERBICIDE WEED–PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
5. MATERIALS – POLYETHYLENE EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING. OWNER'S REPRESENTATIVE SHALL APPROVE PRODUCT SPECIFICATION PROVIDED BY LANDSCAPE CONTRACTOR.

SEEDING & POND VEGETATION NOTES

1. MATERIALS – TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPET'S "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED–FREE
2. MATERIALS – PRAIRIE SEED MIX: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL BE BROADCAST SEEDED WITH "DIVERSE PRAIRIE FOR MEDIUM SOILS" SEED MIX, AS PROVIDED BY PRAIRIE NURSERY, P.O. BOX 306, WESTFIELD, WISCONSIN, 53964, TEL. 608–296–3679 (OR APPROVED EQUIVALENT). INSTALL SEED WITH SUPPLEMENTAL MATERIALS AND AMENDMENTS AS RECOMMENDED BY SEED SUPPLIER AND AT RATES AND OPTIMUM TIMES OF THE YEAR AS RECOMMENDED BY THE SEED SUPPLIER TO ENSURE SUCCESSFUL GERMINATION AND SEED/ROOT ZONE GROWTH DEVELOPMENT. REFER TO PRODUCT SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION.

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

1. GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)–YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
2. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
3. MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS,AND SEEDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
4. MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.

PROVIDE VILLAGE STANDARD STREET TREET DETAIL

DIGGERS HOTLINE
Call 811 or (800) 242-8511
Milwaukee Area (262) 432-7910
Hearing Impaired TDD (800) 542-2289
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P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT
CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
LANDSCAPE NOTES, DETAILS, & SPECIFICATIONS

SHEET NUMBER:
L2.0

JSD PROJECT NO: 18-8835

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File: I:\2018\188835\DWG\18-8835 Landscape Plan.dwg Layout: L2.0 User: tgustin Plotted: Jan 25, 2019 – 9:56am Xref's:

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

ADDRESS MAINTENANCE AND SNOW CLEARING FOR SIDEWALKS ADJACENT TO OLD GREEN BAY ROAD AND FUTURE SIDEWALK / PATH ALONG STH 165 IN COND DOCS

NOTE IN EASEMENT PROVIISIONS THAT ROADWAY REPAIRS DUE TO PUBLIC UTILITY MAINTENANCE ARE LIMITED TO DISTURBANCE AREAS ONLY AND WILL NOT INLCUDE REPAVING THE ENTIRE PRIVATE ROADWAY

ADDRESS ROADWAY MAINTENANCE AND SNOW PLOWING IN CONDO DOCS

REVISE...WATER AND SEWER EASEMENT

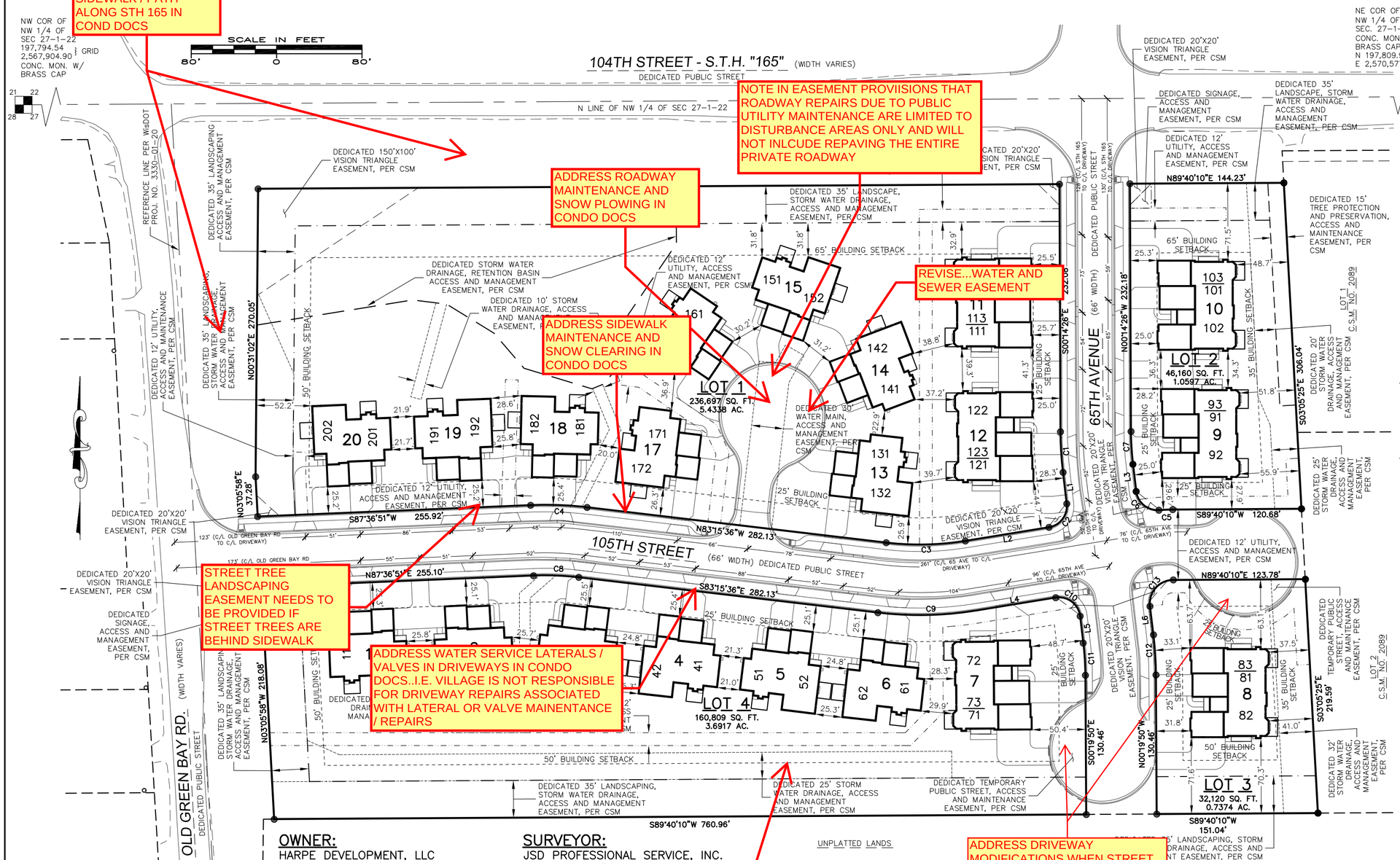
ADDRESS SIDEWALK MAINTENANCE AND SNOW CLEARING IN CONDO DOCS

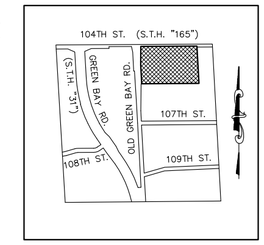
STREET TREE LANDSCAPING EASEMENT NEEDS TO BE PROVIDED IF STREET TREES ARE BEHIND SIDEWALK

ADDRESS WATER SERVICE LATERALS / VALVES IN DRIVEWAYS IN CONDO DOCS..I.E. VILLAGE IS NOT RESPONSIBLE FOR DRIVEWAY REPAIRS ASSOCIATED WITH LATERAL OR VALVE MAINENTANCE / REPAIRS

ADDRESS OFFSITE DEVELOPMENT ACCESS AND STORM WATER DISCHARGE RIGHTS FOR DRAINAGE WAY IN CONDO DOCS

ADDRESS DRIVEWAY MODIFICATIONS WHEN STREET IS EXTENDED IN CONDO DOCS. I.E. DRIVEWAY EXENSION / MODIFICATIONS COSTS ARE RESPONSIBILITY THIS DEVELOPMENT.





LOCATION MAP

NW 1/4 SEC. 27, T1N, R22E

SCALE 1" = 2000'

NOTE:

"CSM" IN ALL EASEMENT ANNOTATION REFERS TO CERTIFIED SURVEY MAP NO. _____.

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27-1-22, WAS USED AS N89°40'10"E

PROJECT CONVERSION FACTOR: GRID/1.0000045 = GROUND

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

SHEET 1 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

Office of the Chief of Fire & Rescue
Craig Roepke

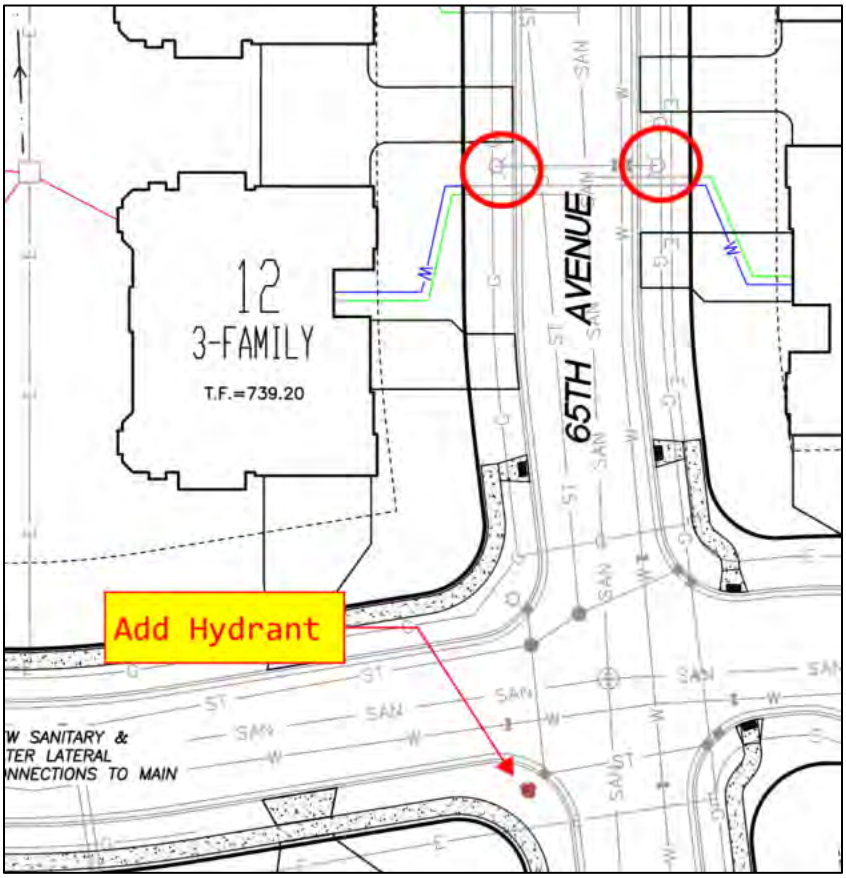
VILLAGE STAFF MEMORANDUM

TO:	Jean Werbie-Harris, Community Development Director
FROM:	Craig Roepke, Chief Fire & Rescue
CC:	Peggy Herrick, Assistant Planner, Community Development
SUBJECT:	Conceptual plan for Green Bay Trail Condos
Trakit/Permit#:	DEV1812-003
DATE:	December 13, 2018

These are initial comments for the Conceptual Plan received for the Green Bay Trail Condos project

The Fire & Rescue Department have the following comments regarding the above project.

1. See attached markup – Add or relocate hydrant to SW corner as shown. May utilize a hydrant from either dual set of hydrants (hydrants across from each other) located in project.
2. Refit all hydrants on project area to the Storz pumper nozzle, replacing the existing 4-1/2" Kenosha standard thread. This is a field changeable operation.



NOTE:

1. REMOVE EXISTING VALVE ASSEMBLY (FIGURE No. 1) ON EXISTING 4" PVC AND REPLACE WITH NEW SERVICE ASSEMBLY (FIGURE No.2).
2. EXISTING 4" VALVES TO BE REMOVED, SALVAGED AND DELIVERED TO VILLAGE OF PLEASANT PRAIRIE PUBLIC WORKS DEPARTMENT
3. REFER TO VILLAGE STANDARD SPECIFICATIONS

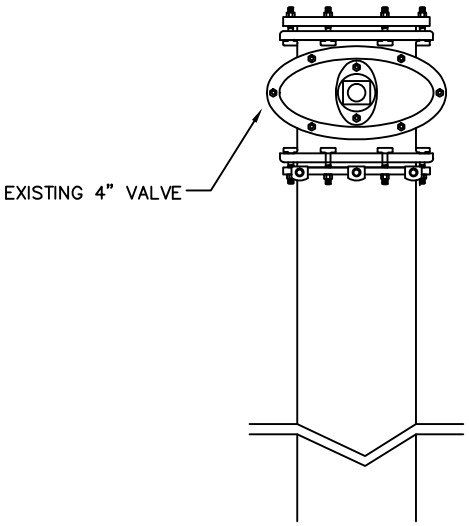


FIGURE No.1

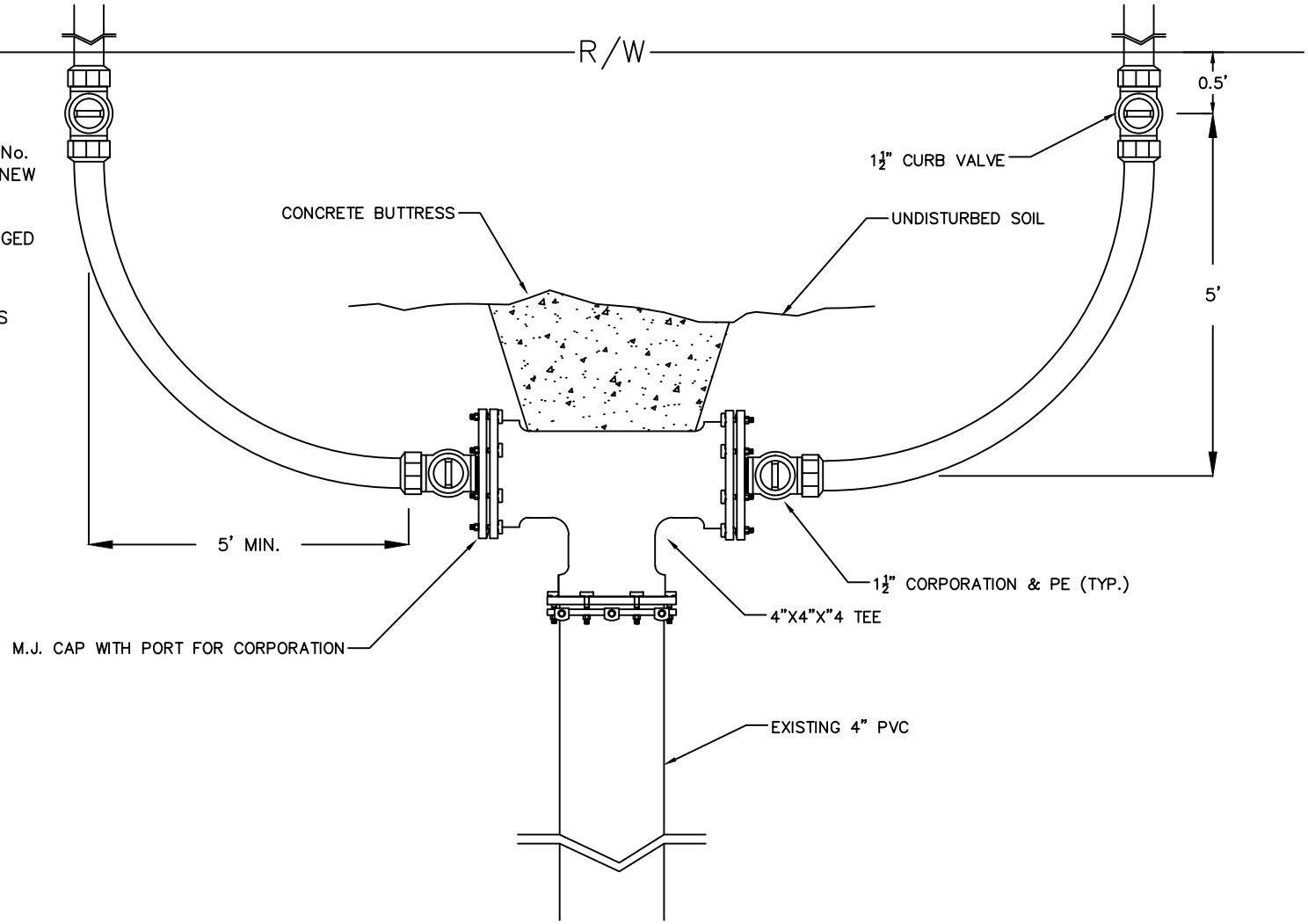


FIGURE No.2

SCALE: NTS

4"X1½"X1½" WATER SERVICE DETAIL (TYP.)

CREATED: 02-11-19

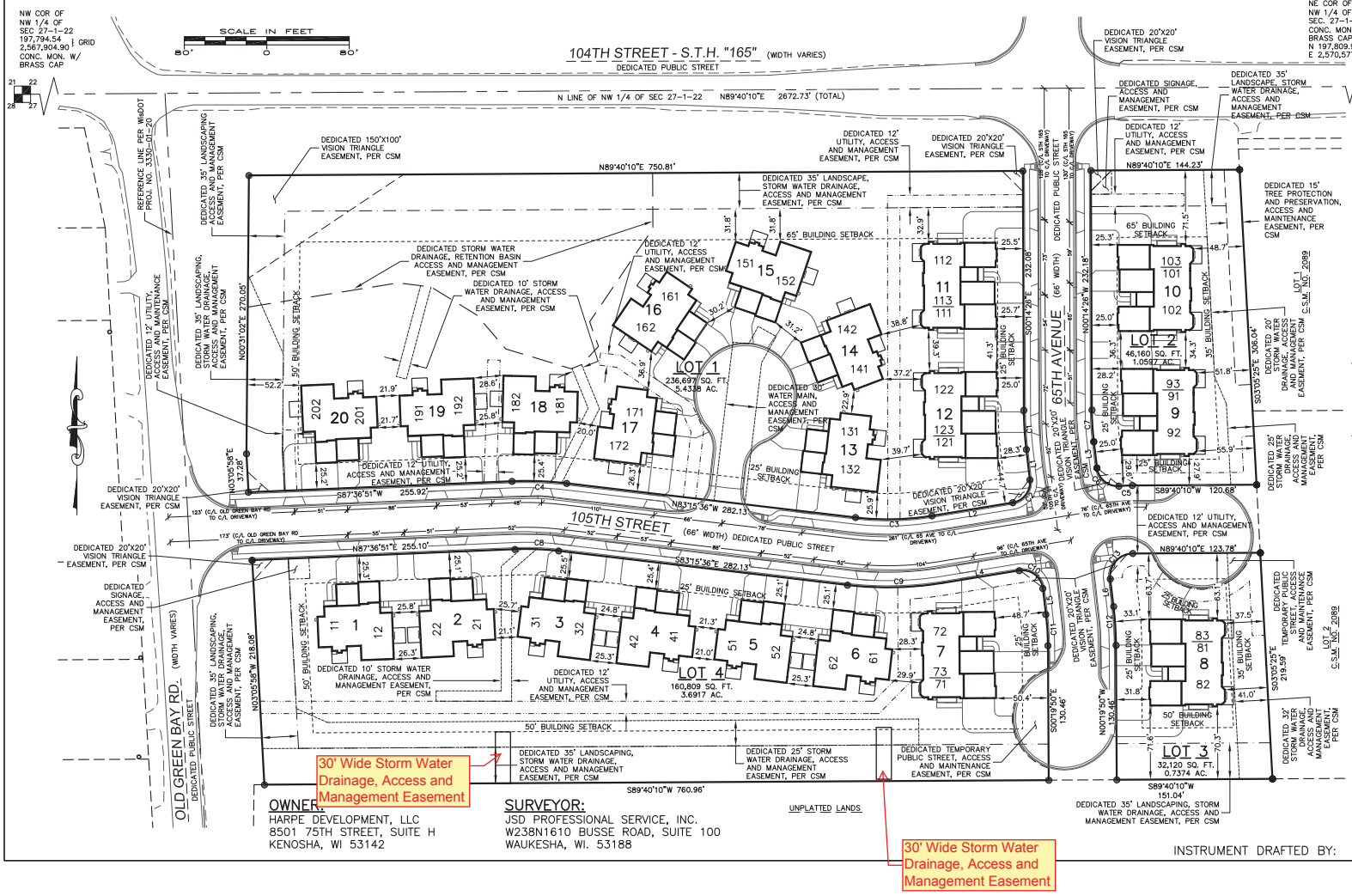
REVISED:

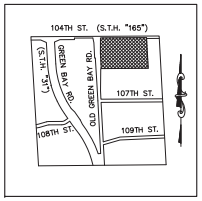
APPROVED BY: KURT DAVIDSEN

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.





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NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

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JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

SHEET 1 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

Governing Agency Contacts

PLEASANT PRAIRIE VILLAGE HALL

9915 39TH STREET
PLEASANT PRAIRIE, WI 53158
OFFICE: (262) 694-1400

COMMUNITY DEVELOPMENT DEPARTMENT

JEAN WERBIE-HARRIS, DIRECTOR PLANNING, ZONING ADMINISTRATOR
OFFICE: (262) 925-6718
EMAIL: jwerbie-harris@pleasantprairiewi.gov

PEGGY HERRICK
ASSISTANT PLANNER & ZONING ADMINISTRATOR
OFFICE: (262) 925-6716
EMAIL: pherrick@pleasantprairiewi.gov

AARON KRAMER
DEPUTY PLANNER & ZONING ADMINISTRATOR
OFFICE: (262) 925-6711
EMAIL: akramer@pleasantprairiewi.gov

ENGINEERING DEPARTMENT

MATT FINEOUR, P.E.
VILLAGE ENGINEER
OFFICE: (262) 925-6778
EMAIL: mfineour@pleasantprairiewi.gov

KURT DAVIDSEN, P.E.
ASSISTANT VILLAGE ENGINEER
OFFICE: (262) 925-6728
EMAIL: kdavidsen@pleasantprairiewi.gov

PUBLIC WORKS DEPARTMENT

JOHN STEINBRINK, JR., P.E.
DIRECTOR OF PUBLIC WORKS
ROGER PRANGE MUNICIPAL BUILDING
8600 GREEN BAY ROAD
OFFICE: (262) 925-6768
EMAIL: jsteinbrink@pleasantprairiewi.gov

STEVE WLAHOVICH
CONSTRUCTION MANAGER
OFFICE: (262) 925-6767
EMAIL: swlahovich@pleasantprairiewi.gov

BUILDING INSPECTION DEPARTMENT

SANDRO PEREZ
BUILDING INSPECTION SUPERINTENDENT
OFFICE: (262) 694-9304
DIRECT: (262) 925-6722
EMAIL: sperez@pleasantprairiewi.gov

DONALD KOEHNE
BUILDING INSPECTOR
OFFICE: (262) 694-9304
EMAIL: dkoehne@pleasantprairiewi.gov

MICHAEL KAPRELIAN
BUILDING INSPECTOR
OFFICE: (262) 694-9304
EMAIL: mkaprelian@pleasantprairiewi.gov

FIRE & RESCUE DEPARTMENT

CRAIG ROEPKE,
CHIEF OF FIRE & RESCUE
8044 88TH AVENUE
OFFICE: (262) 694-8027
EMAIL: croepke@pleasantprairiewi.gov

AARON LONGRIE
ASSISTANT FIRE CHIEF
OFFICE: (262) 694-8027
EMAIL: alongrie@pleasantprairiewi.gov

Public Utility Contacts

AMERICAN TRANSMISSION COMPANY

BRIAN MCGEE
OFFICE: (262) 506-68955
EMAIL: bmcgee@atcllc.com
EMERGENCY NUMBER: (800) 972-5341

WISCONSIN DOT

ART BAUMANN
TRAFFIC OPERATIONS ENGINEER
OFFICE: (262) 548-6707
EMAIL: art.baumann@dot.wi.gov

KEVIN KOEHNKE, P.E.
PERMITS COORDINATOR
OFFICE: (262) 548-5891
EMAIL: kevin.koehnke@dot.wi.gov

AT&T

MIKE TOYEK
OFFICE: (262) 636-0549
EMAIL: mt1734@att.com

TDS TELECOM

SOUTHEAST WISCONSIN
OFFICE: (877) 483-7142

TIME WARNER CABLE/SPECTRUM

STEVE CRAMER
UTILITY COORDINATOR
OFFICE: (414) 277-4045
EMAIL: steve.cramer@twcable.com
EMERGENCY NUMBER: (800) 627-2288

WEC ENERGY GROUP

JOEL BUROW
CEM MANAGER
OFFICE: (414) 221-3192
EMAIL: joel.burrow@wecenergygroup.com

WE-ENERGIES

ALLIE KLAWINSKI
SR. SERVICE MANAGER
OFFICE: (262) 552-3227
EMAIL: allie.klawinski@we-energies.com

MICHAEL BAKER
CUSTOMER SERVICE MANAGER
OFFICE: (262) 886-7041
EMAIL: michael.baker@we-energies.com

HUSSAIN BIYAWERWALA
SENIOR ENGINEER
OFFICE: (262) 886-7074
EMAIL: hussain.biyawerwala@we-energies.com

BRANDON ERTS
GAS ENGINEERING
OFFICE: (414) 221-3654
EMAIL: Brandon.erts@we-energies.com

NATURAL GAS EMERGENCY: (800) 261-5325

ELECTRICAL EMERGENCY: (800) 662-4797

WI Department Of Natural Resources

TRAVIS SCHROEDER
WATER MANAGEMENT SPECIALIST
OFFICE: (262) 574-2171
EMAIL: travis.schroeder@wisconsin.gov

PETER WOOD, P.E.
WATER RESOURCES ENGINEER
OFFICE: (262) 884-2360
EMAIL: peter.wood@wisconsin.gov

2/21/19
rev. JWH

DRAFT 1-25-2019

BYLAWS

OF

GREEN BAY TRAIL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Green Bay Trail Condominium Association, Inc., and the Condominium Declaration of Green Bay Trail Condominium, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, (hereinafter called the "Declaration") by Green Bay Trail, LLC (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Bylaws of Green Bay Trail Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-stock, non-profit corporation formed and organized to serve as an Association of the owners of Units (hereinafter referred to as "Unit Owners") who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration, which is incorporated by reference.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 MEMBERS. The corporation shall have one class of members, and the rights and qualifications of the members are as follows:

1. Defined. Members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Every Unit Owner upon acquiring ownership automatically becomes a member of the Association and remains a member thereof until such time as his ownership of such Unit

ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Membership Per Unit. One membership and one vote shall exist for each Unit. The Declarant shall be entitled to one vote for each Unit owned by Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List. The Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than Declarant, or thirty (30) days after conveyance of Seventy-five percent (75%) of the Common Elements, whichever is earlier.

3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

* along w/ owners mailing address and contact information including email & phone number

4. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed

with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME. PLACE, NOTICE AND CALLING OF MEMBERS'MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, emailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in January of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The initial Board of Directors shall consist of five (5) persons appointed by Declarant, who need not be members of the Association, to serve as hereinafter set forth. Prior to the conveyance of twenty-five percent (25%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors. The remaining members of the Board of Directors shall serve until Declarant no longer owns a Unit or a date not exceeding ten (10) years from the first conveyance of a Unit by a Declarant to any person other than Declarant, whichever shall occur first. Thereafter, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the

Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Declarant no longer owns any Unit, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association.

(b) One (1) director whose term will expire after two (2) years, at the second annual meeting of the Association after his election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 QUORUM OF DIRECTORS – ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units, Common Elements, and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units, Common Elements, and Limited Common Elements by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be allocated among, and assessed against the Units as set forth in the Declaration. The assessment shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 OPERATING BUDGET. The annual operating budget shall set forth all of the following:

(a) All anticipated common expenses and any amounts to be allocated to a reserve fund.

(b) The amount and purpose of any other anticipated Association expenditures.

(c) The amount in any reserve fund or any other funds held for future expenditures.

(d) Any common surpluses.

(e) The amount and source of any income, other than Unit Owner assessments.

(f) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessment.

See revised budget — for additional charges - operational capital + future costs for trees & driveways.

The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses of the Association which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary expenses of the Association, the directors may levy a further assessment against the Units which are subject to assessment equally.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any Unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or Unit Owners responsible for any lien which is paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The Board of Directors shall determine the amount to be assessed Unit Owners for reserve funds after considering all of the following:

(a) The reserve funds currently in the fund.

(b) The estimated cost of repairing or replacing common elements, other than routine maintenance.

(c) The estimated remaining useful life of the common elements.

(d) The approximate proportion of the estimated cost of repairing or replacing common elements that would be covered by the reserve funds and the approximate proportion that will be funded by other means.

(e) Any other factor that the Association considers relevant.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of the assessments payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. If a member of the Association is in default in payment of any assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners a charge sufficient to cover monthly principal an interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the Unit Owners, the

Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of One hundred percent (100%) of Unit Owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the Unit Owners according to their percentage of ownership in Common Elements.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The Units, Common Elements, and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, Condominium Plat and the rules and regulations of the Association, including the following:

a) USE. No Unit to be occupied or used for any purposes other than a single family private residence.

- AirBnB?
- Home-based businesses?
- Model home/ mktng. etc.?

b) OBSTRUCTIONS. There shall be no obstruction of the Common Elements and nothing shall be stored therein without the prior consent of the Association.

c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any Unit, Common Element, or Limited Common Element which will increase the rate of insurance on the Condominium without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or Limited Common Element which will result in the cancellation of insurance on any Unit or any part of the Condominium, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements or Limited Common Elements.

d) SIGNS. No sign of any kind shall be displayed to the public view on or from any Unit, the Common Elements, or the Limited Common Elements without prior consent of the Association except for a sign that supports or opposes a candidate for public office or a sign that supports or opposes a referendum question, pursuant to 2005 Wisconsin Act 303, Display of Political Signs in

For sale/ for rent? signs

Condominiums. The location of political signs shall be approved by the Green Bay Trail Homeowners' Association.

e) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) The pet is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

at full maturity?

(ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Paragraph 6.1.e. or rules promulgated under subparagraph (iv).

(vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars ($500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

f) EASEMENT RESPONSIBILITIES. All unit owners are bound by the dedicated easements and easement responsibilities as identified on the condominium plat ~~and~~ attached as Exhibit "A" ~~attached.~~

and certified survey map ~~and~~ attached as Exhibit "B"

would it be a good idea to list easements here?

f) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any Unit, the Common Elements or the Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

h) CONFLICT. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

i) REMEDIES. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.

6.2 MAINTENANCE AND REPAIR OF UNITS. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium or a portion belonging to other Unit Owners, and such Unit Owners shall be personally liable to the Association for any damages caused by their failure to do so.

need to more clearly define limits of unit & obligations.

define these

6.3 LIMITED COMMON ELEMENTS. Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the Common Elements and Limited Common Elements

may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

ARTICLE VII

GENERAL

7.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 SEAL. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

8.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty-seven percent (67%) or more of the votes.

8.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Bylaws.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present

such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

space

9.2 MORTGAGES. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

A. Any condemnation loss or any casualty loss which affects the material portion of the property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments owed by a Unit Owner subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.

C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

9.4 INDEMNITY OF OFFICERS AND DIRECTORS. The Association shall indemnify a director or officer, to the extent that he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

The Association shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the corporation, unless liability was incurred because the director or officer breached or failed to perform a duty that he or she owes to the Association and the breach or failure to perform constitutes any of the following:

A. A willful failure to deal fairly with the Association or its members in connection with the matter in which the director or officer has a material conflict of interest.

B. A violation of the criminal law, unless the director or officer had reasonable cause to believe that his or her conduct was lawful or know reasonable cause to believe that his or her conduct was unlawful.

C. A transaction from which the director or officer derived an improper personal profit or benefit.

D. Willful misconduct.

Determination of whether indemnification is required shall be made under Wisconsin Statute Section 181.0873. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

A director or officer who seeks indemnification shall make a written request to the Association.

9.5 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

9.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owner.

9.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is 8501 75th Street, Suite H, Kenosha, Wisconsin 53142.

- End of Bylaws –

This Document was Drafted By:

Dustin Harpe

Harpe Development, LLC

address

~~Return Document to:~~

Recording these?

* Need to address owner occupied / rental ownership type —

2/21/19
rev. JWH

See changes/
comments

DRAFT 1-25-2019

RETURN TO:

Harpe Development, LLC
Dustin Harpe
8501 75th Street, Suite H
Kenosha, WI 53142

PARCEL IDENTIFIER NUMBERS:
See Attached Exhibit "A"

CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR GREEN BAY TRAIL CONDOMINIUM

THIS DECLARATION (hereinafter "Declaration") is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act"), this _____ day of _____, 2019, by Harpe Development, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION

1.1 General Statement. The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

phases?

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Legal description of Phase 1, as set forth on the attached Exhibit "A".

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Green Bay Trail Condominium.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be fifteen (15) buildings in Green Bay Trail Condominium which shall contain a total of forty six (46) living units and Ninety Six (96) garage units. Each Unit (hereinafter described) shall have an attached garage. There will be Six (6) 3-family buildings and Fourteen (14) 2-family buildings.

Complete construction details of the Units are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

Subject to Village approval!

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of Forty six (46) Units in Green Bay Trail Condominium.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and

further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of one (1) "Garage Unit" which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The Garage Unit shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and a Garage Unit may not be separated.

The post office addresses of the Units are: ~~Are to be Determined~~

The owner of a Unit shall be known as "Unit Owner".

(Aaron at Village will provide to developer).

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, windows, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

← fence or barrier walls between the patios

Each Unit Owner shall have an easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the Units, and provided further that the Common Elements be restored to their former condition by the Unit Owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners, Declarant and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by Green Bay Trail Condominium Association, Inc., (the "Association"), and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

Submit Green Bay Trail Condominium Association INC.

Articles of Association filed incorporation document

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of patios, balconies and parking immediately in front of a Garage Unit. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

6.2 PARKING. Unit Owners may park automobiles immediately in front of their Garage Unit, provided such parking does not interfere with the access to other Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements, except as provided herein. The Unit Owner may place a satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not effect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be 1.51%. ?

- model units/ marketing centers?
- AIRBNB ?
- home-based businesses?

8. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. The Unit Owners shall have the right to vote on all matters submitted to a vote of the Members and such other additional rights and powers as set forth in the By-Laws. The Declarant shall be entitled to one (1) vote for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than Declarant, or thirty (30) days after the conveyance of Seventy-five percent (75%) of the Common Elements, whichever time is earlier following the creation of an owner operated and responsible Association.

9.3 ASSOCIATION PERSONNEL. The Declarant and Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Declarant and Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

Village of Pl Pr. will pickup

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration,

Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The ~~Homeowners~~ Association shall make an audited financial statement for the preceding fiscal year available to the Holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the ~~Homeowners~~ Association. The cost of the audit shall be at the expense of the ~~Homeowners~~ Association.

9.5 INITIAL WORKING CAPITAL AND RESERVE FUND. At the time of the first conveyance of a Unit from the Declarant, the purchaser of such Unit shall pay to the Association a one-time contribution in effect at the time of sale. The contribution shall be placed into a reserve for future repairs and replacements. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment.

9.6 REMEDIES FOR VIOLATIONS BY UNIT OWNER. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements. Unit owners shall keep their screens in place in their exterior windows and in good repair.

Note in Decs * The Village will not be liable or responsible for any costs associated with the repair or replacement of driveways or sidewalks or landscaping that is located over any public sanitary sewer or water laterals, connections or shut off valves.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for keeping the interior of his/her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, fireplace, chimney, and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition. In addition, the Association shall regulate the use of the Limited Common Elements to ensure proper and attractive conditions.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit including but not limited to painting the exterior or changing or adding different windows or doors or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs to Common Elements and Limited Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.

2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.

3. The improvement will not impair the structural integrity of the Condominium.

4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association

5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Can you prohibit an AirBNB?

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade, except an approved home office, shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion.

Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of one (1) year. No rooms in any Unit may be rented and no transient

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tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

Notwithstanding anything to the contrary herein, at least 80% of the Units shall be owner occupied. In addition, no Unit Owner may have a storage pod or trailer in the parking lot or adjacent to a unit for more than 2 weeks.

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A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) – (e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a) – (d). The notice shall include all of the following:

A. The amount of charges, fines, or assessments for which the tenant is liable.

B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of

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this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units to the extent provided for in the original building specifications, if said coverage is available to the Association by the terms of the blanket casualty insurance policy. The insurance shall be obtained in the name of the Association as

trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlement, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least $1,000,000.00 for bodily injury and personal injury including deaths of persons and property

damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners (except the Declarant, which shall be obligated to pay for common expenses in accordance with the provisions set forth below) as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. With each phase of development, the share shall change accordingly. It being the intent of the Declarant that the share shall initially be, after construction of the initial phase, one/sixteenth (1/16th) per Unit, and upon the conclusion of the total envisioned project, the share shall be one/ninety-sixth (1/96th) per Unit. Any Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

A Unit Owner, except Declarant, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

The Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date the first Unit is sold until the date the last Unit is sold by Declarant. In no event shall Declarant's obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed an owner of a Unit subject to the imposition of assessments from the date a permanent occupancy

* Note when 65th Avenue or 105th Street are extended it shall be the Assn's responsibility (or # from Developer) to ~~pach~~ pay for any driveway extensions for Buildings 7, 8 or 9 and for the installation of public street trees (see Landscape Plan exhibit).

permit was issued for a Unit owned by Declarant. The Declarant shall not be responsible for paying any expenses after the date of conveyance of the last Unit by the Declarant.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed. The Association must serve the Declarant with a notice of dues within thirty (30) days of assessment.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorneys fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanics liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association and the Declarant shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.1 ~~to the Expansion Lands as set forth in Section 2.3.~~ Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns. ~~In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct on, renovate, or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.~~

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Kenosha County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or part of the Condominium may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Kenosha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Kenosha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given pursuant to this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Act.

B. The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

C. If entered into before the officers elected by the Unit Owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with the Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to Unit Owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

24. RESIDENT AGENT

The resident agent shall be John A Warosh, 10105 74th Street, Suite 101, Kenosha, WI 53142, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

25. NUMBER AND GENDER

Whenever used herein unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, Harpe Development, LLC, has caused this Amendment to be executed at _____, Wisconsin, this _____ day of ~~July, 2006.~~ _____, 2019

DRAFT 1-25-2019

Harpe Development, LLC

By:_____
Dustin Harpe, Managing Member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

On this ____ day of _____, 2019, before me personally came Harpe Development, LLC, by Dustin Harpe, Managing Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

_____
Notary Public, State of Wisconsin.
My commission expires:_____

This instrument was drafted by:
Dustin Harpe
Harpe Development, LLC

add address

2/21/19
rev. JWH

Green Bay Trail condominium
Draft Budget

Income	**Annual**
Maintenance Fees	
Contribution to Reserve	

Operating Expenses	
Common area Repairs	
Building Maintenance	
Insurance - Common Elements / Officers Insurance	
Landscape Contract	
Asphalt Maintenance -PVT Road	
Snow Removal	
Exterminating	
Common Electric/Fountain	
Pond Maintenance	
Bank charges	
Legal	
Corporate Income Tax	
Accounting	
License/Permits	
Management Fee	
Office Supplies	
Professional Reserve	
Total Operating Expenses	

Public
+ Clean Water Fees
+ Fire Protection Fees
+ Garbage Collection

Reserve Account Summary	
Transfer to Reserve	
Total	

Maintenance Fee/Month	**Estimated $200 to $250**

Budget Comments

1) We are in the process of collecting bids & contracts for the budget. This monthly estimate is based on current proformance in a similar project.

10

+ add future street tree costs when 65th Ave & 105th street are extended
+ driveway & restoration costs

redraft

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

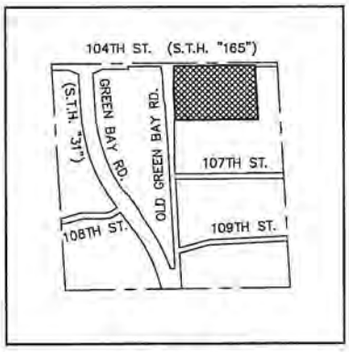
RECORDING STAMP:

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE RD., SUITE 100
WAUKESHA, WISCONSIN 53188
262.513.0666 PHONE | 262.513.1232 FAX

PREPARED FOR:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

NOTE: CERTIFIED SURVEY MAP NO. 2574 WAS RECORDED IN KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON JUNE 22, 2007, AS DOCUMENT NO. 1525025.



LOCATION MAP
NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

LEGEND:

● 3/4" REBAR – FOUND

BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST WAS USED AS NORTH 89°40'10" EAST

PROJECT CONVERSION FACTOR: GRID/1.0000045 = GROUND
SUBJECT TO EASEMENTS OF RECORD.
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

SEE SHEET 2 THRU 8 FOR LOT AND EASEMENT DETAILS

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2018\18-8835 Vintage Parc\Dwg\18-8835 CSM.dwg

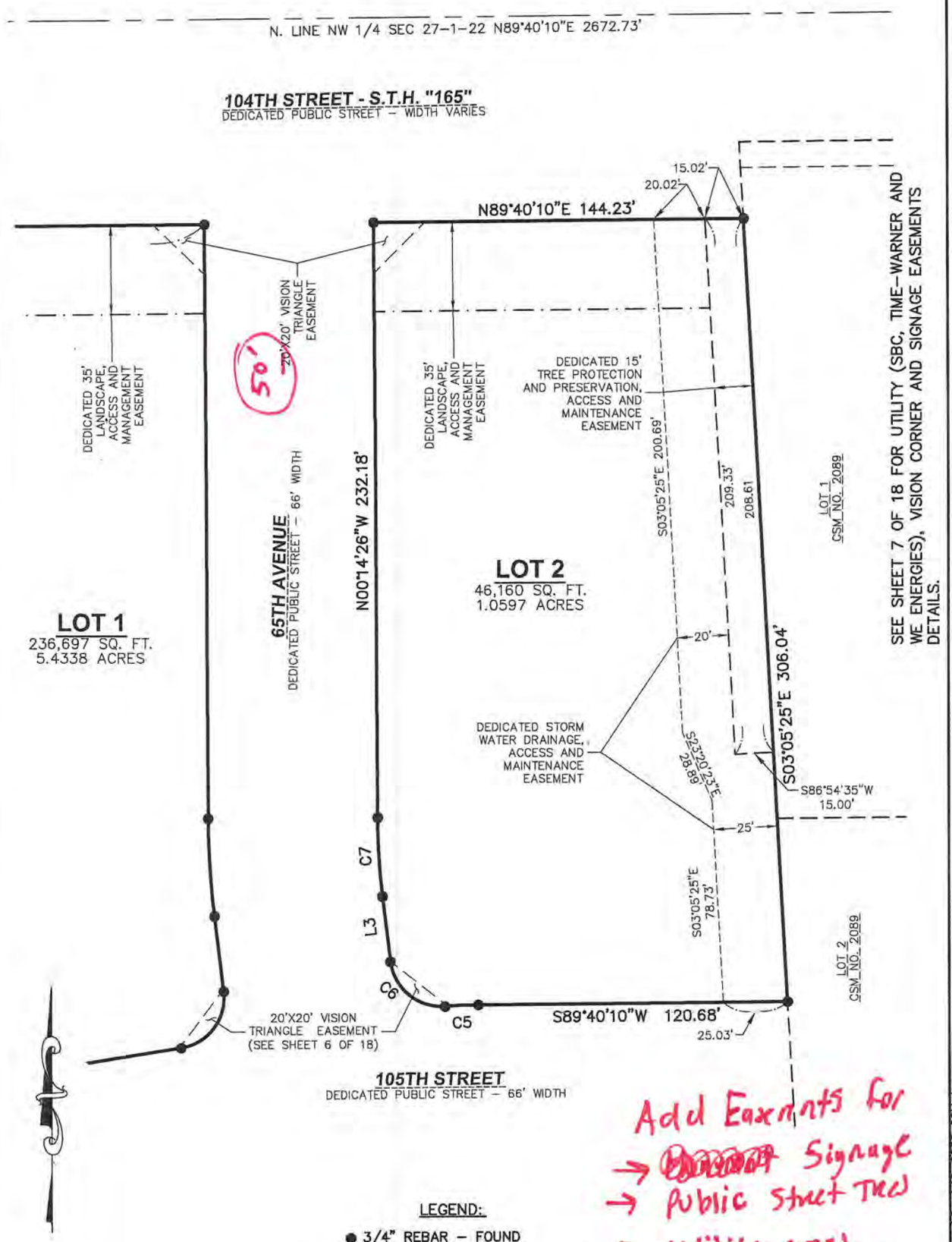
Add → Dedicated Utility Easement

Add → Dedicated Signage, Access and Maintenance Easement

Add → Dedicated 5' Public Sheet Trc, Access and Maintenance Easement

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



Add Easements for
→ Signage
→ Public Street Tree
→ Utility area (We Energies, TWC/ ~~AT&T~~ SBC)

LEGEND:

● 3/4" REBAR – FOUND

SCALE IN FEET

50' 0 50'

SEE SHEET 6 OF 18 FOR CURVE DATA AND LINE TABLE DATA

DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2018\18-8835 Vintage Parc\Dwg\18-8835 CSM.dwg

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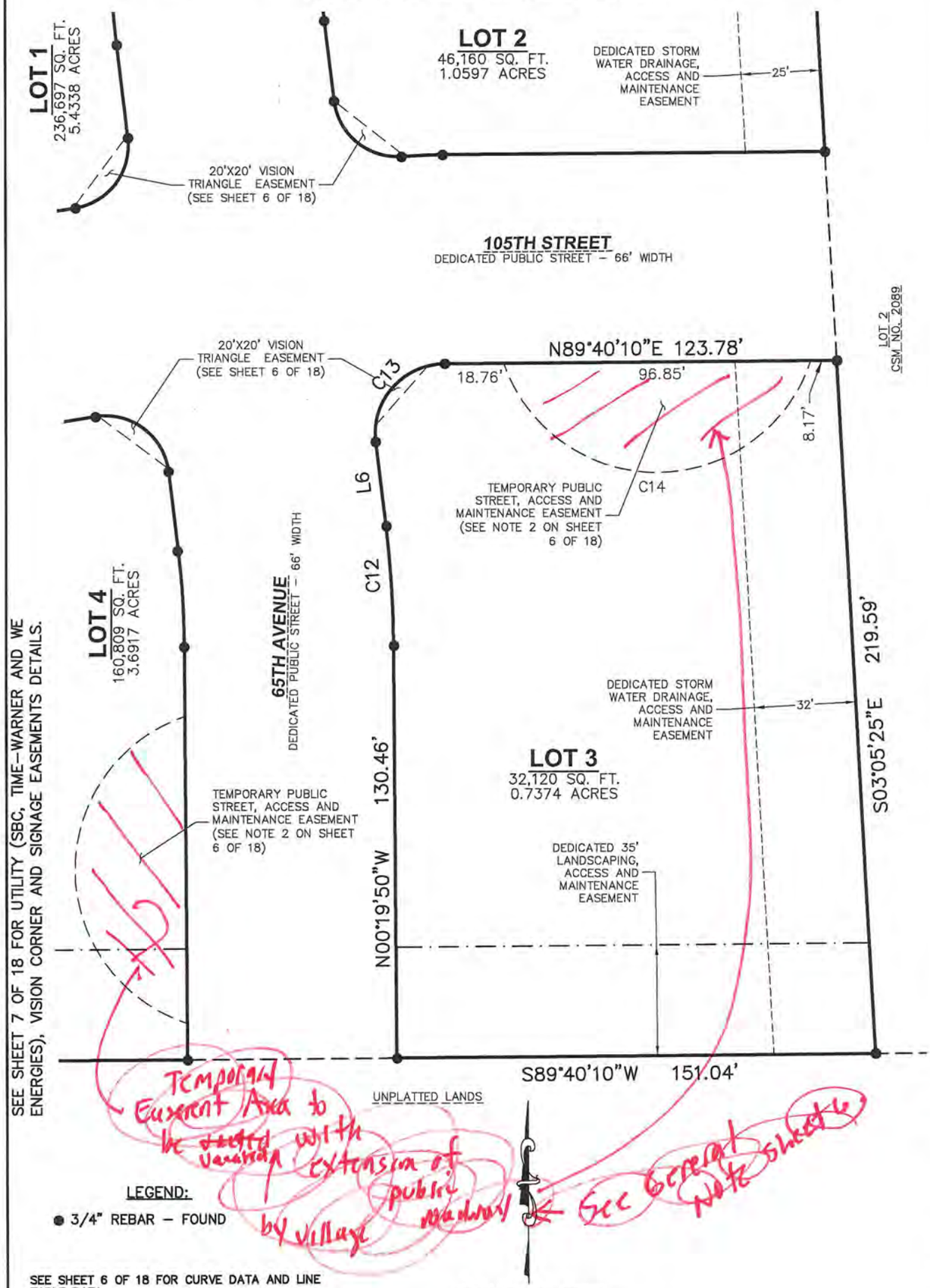

SEE SHEET 6 OF 18 FOR CURVE DATA AND LINE TABLE DATA

DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

DATED THIS _____ DAY OF ~~JANUARY~~, 2019

THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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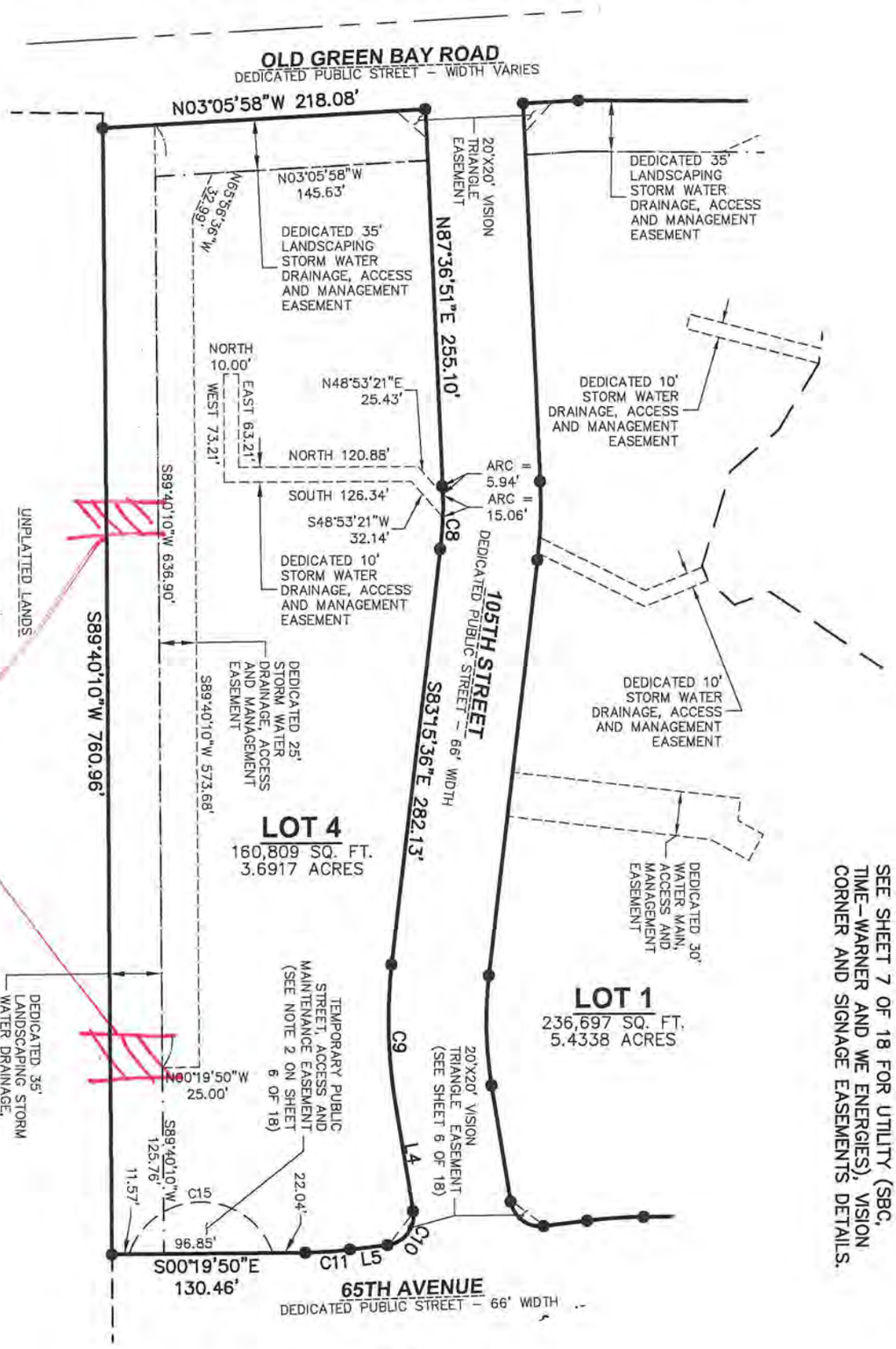

Dedicated 30' Storm Water & Drainage, Access and Maintenance Easement

LEGEND:

● 3/4" REBAR – FOUND

SEE SHEET 6 OF 18 FOR CURVE DATA AND LINE TABLE DATA

DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

SCALE IN FEET

100' 0 100'

DATED THIS _____ DAY OF ~~JANUARY~~, 2019

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CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"
C14	127.67'	51.00'	N89°40'10"E	96.85'	143°25'56"
C15	127.67'	51.00'	S00°19'50"E	96.85'	143°25'56"
C16	31.38'	267.00'	S89°37'35"E	31.36'	6°43'60"
C17	12.00'	267.00'	S88°43'08"W	12.00'	2°34'33"
C18	48.83'	333.00'	S87°27'40"E	48.79'	8°24'07"
C19	44.08'	333.00'	N84°32'44"E	44.05'	7°35'03"
C20	23.19'	20.00'	S66°02'08"E	21.91'	66°25'18"
C21	33.94'	345.00'	S83°34'18"W	33.92'	5°38'09"

GENERAL NOTES:

1. DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER.

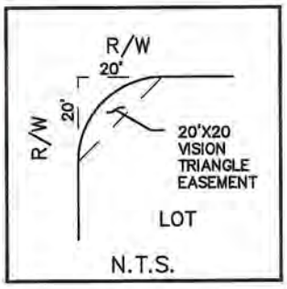
2. TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENTS SHALL BE VACATED AND RELEASED IN WRITING BY THE VILLAGE UPON THE DEVELOPER'S EXTENSION, CONSTRUCTION, DEDICATION AND ACCEPTANCE OF PUBLIC ROADWAYS IMPROVEMENTS.

3. ALL ROAD RIGHTS-OF-WAY WERE PREVIOUSLY DEDICATED TO THE PUBLIC.

4. ALL UTILITIES WITHIN THIS CERTIFIED SURVEY MAP SHALL BE INSTALLED UNDERGROUND.

5. TYPICAL 20'X20' VISION TRIANGLE EASEMENT ON CURVED LOT CORNER:

or 50'X20'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'
L7	N87°36'51"E	35.00'
L8	S87°36'51"W	12.00'
L9	N87°36'51"E	181.70'
L10	S87°36'51"W	12.03'
L11	N83°15'36"W	156.10'
L12	N83°15'36"W	12.00'
L13	N06°42'53"E	63.69'
L14	N24°33'33"W	21.69'
L15	N55°49'59"W	76.41'
L16	N82°43'50"W	17.17'
L17	N07°16'10"E	12.00'
L18	S82°43'50"E	20.04'
L19	S55°49'59"E	82.64'
L20	S24°33'33"E	28.40'
L21	S06°42'53"W	67.05'
L22	S00°14'26"E	23.00'
L23	S00°14'26"E	12.00'
L24	S00°14'26"E	23.00'
L25	N00°14'26"W	12.00'
L26	N80°45'13"E	74.88'
L27	S80°45'13"W	93.21'

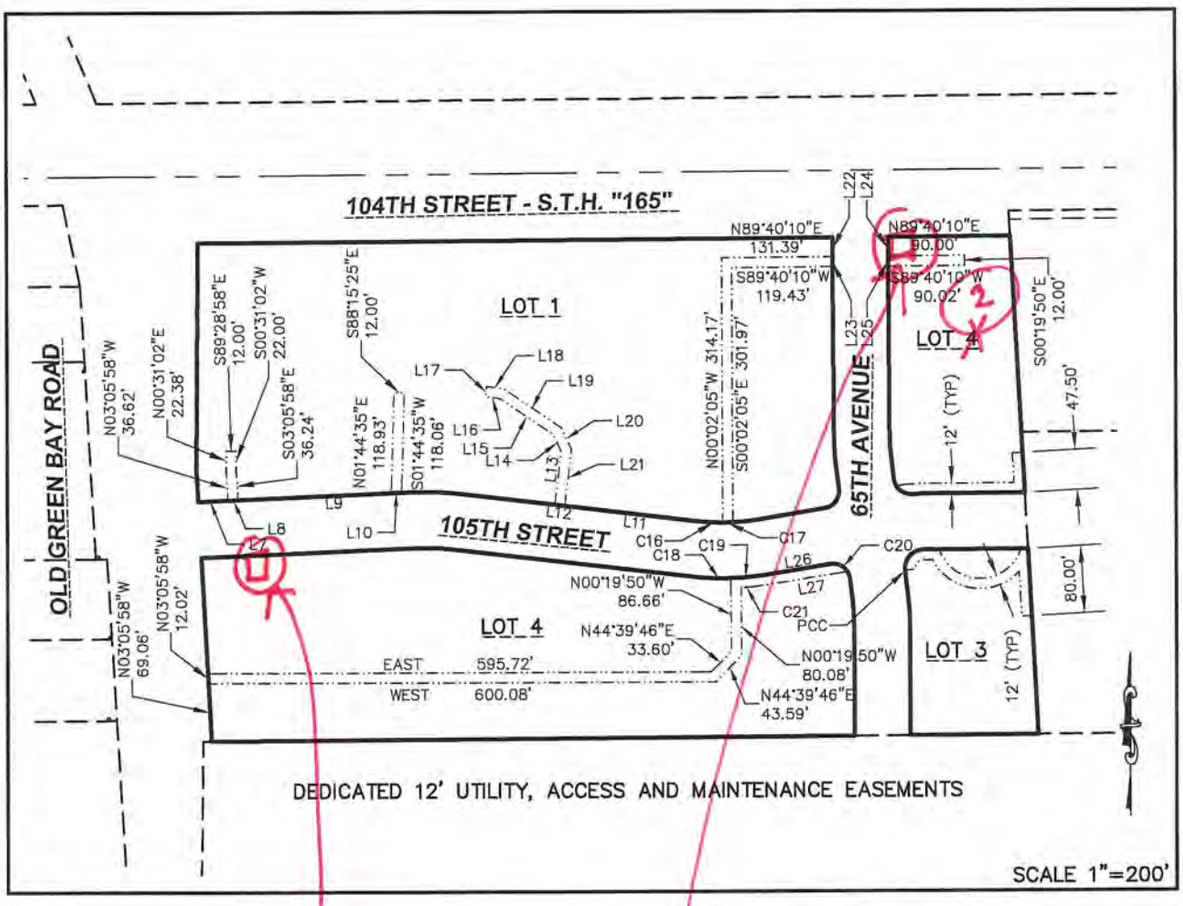
DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2018\18-8835 Vintage Parc\Dwg\18-8835 CSM.dwg

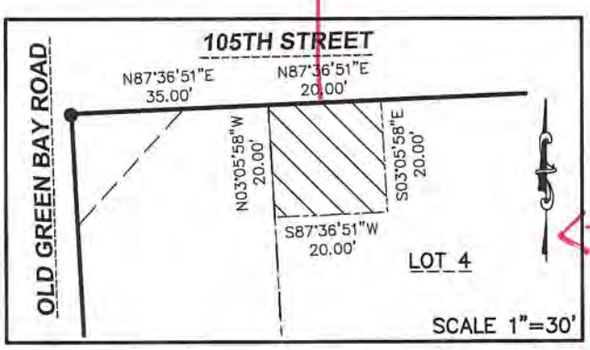
CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

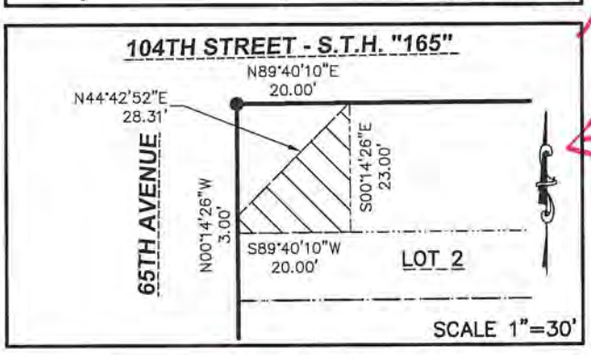
THIS SHEET IS EXCLUSIVELY FOR UTILITY (SBC, TIME-WARNER AND WE ENERGIES), VISION CORNER AND SIGNAGE EASEMENTS DETAILS ONLY.



SEE SHEET 6 OF 18 FOR CURVE DATA AND LINE TABLE DATA



show these easements on civil plat, plans & land scape plans



DEDICATED SIGNAGE, ACCESS AND MAINTENANCE EASEMENTS.

monument

DATED THIS _____ DAY OF ~~JANUARY~~, 2019

THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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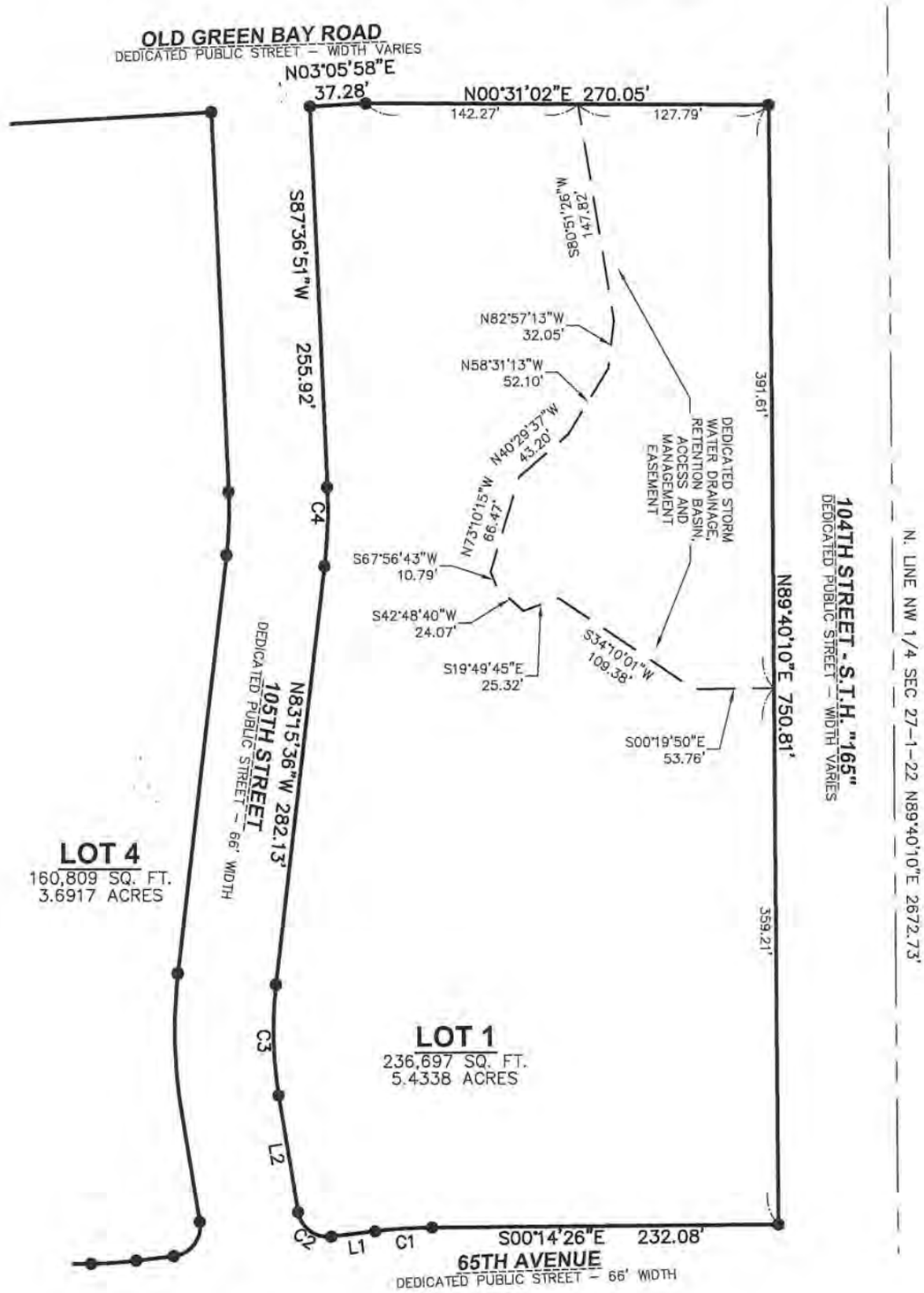
CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND:

● 3/4" REBAR – FOUND

SCALE IN FEET

100' 0 100'

DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

DATED THIS _____ DAY OF ~~JANUARY~~, 2019

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CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this CSM (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the Developer, Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by this Certified Survey Map (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the Village in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots 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). 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 Owners of any of the Lots, or of the Condominium Association 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 and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lands, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, have been constructed by the Developer and inspected by, dedicated to and accepted by the Village.

see 8 1/2 x 11 sheets

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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DEDICATIONS AND EASEMENTS PROVISIONS (con't)

2. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by this CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (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 elevation 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 Utility and Communication 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 utility 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 Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

   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(s). 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.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25, & 32' Public Storm Water Drainage, Access and Maintenance Easement areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated 10', 20', 25' & 32' Public Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

4. A nonexclusive easement coextensive with the area shown as Dedicated to the Condominium Owner's Association for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement on this CSM was dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, 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 all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this CSM or as may be required by applicable Village Ordinances.

5. Easements coextensive with each area shown on this CSM as a Dedicated Signage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for the purpose 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. These Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

6. The fee interest in the Common Areas shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by this CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, woodland protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for woodland protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

7. An easement coextensive with a permanent Dedicated 30' Water Main, Access and Maintenance Easement shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Village by this CSM for water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This water main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the water main improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated 30' Water Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.

8. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village this CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.

9. Nonexclusive easements coextensive within each area shown as Dedicated Woodland Protection and Preservation, Access and Maintenance Easement areas on this CSM were hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for woodland conservancy protection and maintenance purposes and uses and for related ingress and egress.

10. Nonexclusive easements coextensive with Dedicated 20'x20' and 150'x100' Vision Triangle Easement areas shown on this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village. This restriction is for the benefit of the public and shall be enforceable by the Village.

11. Easements coextensive with the areas shown as Dedicated Public Streets on this CSM were dedicated, given, granted and conveyed by the Village to the Developer by this CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement 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 granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on this CSM or other future roadway, street, driveway 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.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water, drainage, or retention basin 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Retention Basin Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

   To the extent that the Village performs any such storm water drainage or retention basin or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

   To the extent that the Village performs any Common Area maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation Easement areas shown on this CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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RESTRICTIVE COVENANTS (con't)

4. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Street along 104th and 105th Streets, 65th Avenue and Old Green Bay Road within this Condominium Development. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions and the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line. No driveways, fences, signage or structures shall be erected which damages the street trees or 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. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

   This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which 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 street yard maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

   These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

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

RESTRICTIVE COVENANTS (con't)

6. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 35 ft. Landscaping, Storm Water Drainage, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance 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 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 property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

   To the extent that the Village performs any such landscaping or storm water drainage maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which nay be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statues or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Developer covenants that the 30 ft. Dedicated Water Main, Access and Maintenance Easement shown on this CSM hereby places a restrictions because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the water main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said parking lots, driveways or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

8. The Developer covenants that the 20 ft. X 20 ft. and 100 ft. X 150 ft. Vision Triangle Easement areas shown on this CSM places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2 ft. and 10 ft. unless approved by the Village and/or the Department of Transportation (WI DOT). This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

State of Wisconsin)
) SS
Kenosha County)

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped all of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

All of Lot 1, Lot 2, Lot 3, and Lot 4 of Certified Survey Map No. 2574, as recoreded in Kenosha County Register of Deeds Office on June 22, 2007 as Document No. 1525025, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

Containing in all 475,785 square feet (10,9225 acres) of lands, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of HARPE DEVELOPMENT, LLC, owners of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS _____ DAY OF ~~JANUARY~~, 2019

_____
Rizal W. Iskandarsjach, P.L.S.
Professional Land Surveyor, S-2738

DATED THIS _____ DAY OF ~~JANUARY~~, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping.

HARPE DEVELOPMENT, LLC

_____ _____
Dustin R. Harpe date
Managing Member

_____ _____
Cory Harpe date
Member

Limited Liability Company

State of Wisconsin) SS
County of Kenosha)

Personally came before me this _____ day of _____, 2019, the above named _____, _____, and _____, _____, of the above named company, to me known to be such _____ and _____ of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said ~~corporation~~ by its authority.

_____

Notary Public, _____ County, _____

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

~~Bank~~ Community State Bank, union grove, a corporation duly organized and existing under and virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, mapping, and dedication of the land described on this CSM, and does hereby consent to the above certificate of dustin r. harpe and cory harpe, members of harpe development, llc.

In witness hereof, the said Bank Community State Bank, Union Grove has caused these presents to be signed this _____ day of _____ 2019.

_____ (signature)
_____ (print name)
_____ (title)

State of Wisconsin) SS
County of Kenosha)

Personally came before me this _____ day of _____, 2019, the above named _____, _____, and _____, _____, of the above named company, to me known to be such _____ and _____ of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said ~~corporation~~ by its authority.

_____

Notary public, _____ County, _____

My Commission Expires _____

CO? or Corp? or LLC?

DATED THIS _____ DAY OF JANUARY, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2019.

_____
MICHAEL J. SERPE
Chairman of Village Plan Commission

VILLAGE BOARD CERTIFICATE

Resolved that this Certified Survey Map being a redivision of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this _____day of _____, 2019.

by: _____
John P. Steinbrink
Village President

Attested to by: _____
Jane C. Snell
Village Clerk

DATED THIS _____ DAY OF ~~JANUARY,~~ 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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Re-draft 2/21/19

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this CSM (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the Developer, Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by this Certified Survey Map (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer, for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the Village in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots 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). 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 Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

Harpe Development LLC (referred to as the Developer)

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lands, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to

landscaping

the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, have been constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by this CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (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 elevation 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 Utility and Communication 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 utility 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 Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

? SBC

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(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course and pavement 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.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25, & 32' Public Storm Water Drainage, Access and Maintenance Easement areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated 10', 20', 25' & 32' Public Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

4. A nonexclusive easement coextensive with the area shown as Dedicated to the Condominium Owner's Association for Storm Water, Drainage, Retention Basin, ~~Open Space~~, Access and Maintenance Easement on this CSM was dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, ~~Open Space~~, 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 all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this CSM or as may be required by applicable Village Ordinances.

5. Easements coextensive with each area shown on this CSM as a Dedicated Signage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for the purpose 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. These Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

6. The fee interest in the Common Areas shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by this CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, woodland protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for woodland protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

7. An easement coextensive with a ~~permanent~~ Dedicated 30' Water Main, Access and Maintenance Easement shown on this CSM was dedicated, given, granted and conveyed by the Developer to the Village by this CSM for water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This water main easement shall be exclusive, except for: (1) the Developer's temporary easement

space

for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the water main improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated 30' Water Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.

8. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village this CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.

9. ~~Nonexclusive easements coextensive within each area shown as Dedicated Woodland Protection and Preservation, Access and Maintenance Easement areas on this CSM were hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for woodland conservancy protection and maintenance purposes and uses and for related ingress and egress.~~

10. Nonexclusive easements coextensive with Dedicated 20'x20', 50'x20' and 150'x100' Vision Triangle Easement areas shown on this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village. This restriction is for the benefit of the public and shall be enforceable by the Village.

11. Easements coextensive with the areas shown as Dedicated Public Streets on this CSM were dedicated, given, granted and conveyed by the Village to the Developer by this CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement 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 granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on this CSM or other future roadway, street, driveway 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.

Nonexclusive easement coextensive within each area shown as a Dedicated Public Street Tree, Access and Maintenance Easement 5' Areas on this CSM were dedicated ...

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water, drainage, or retention basin 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Retention Basin Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

   To the extent that the Village performs any such storm water drainage or retention basin or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications ~~statements~~ on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

   provisions

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area

maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation Easement areas shown on this CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

Separate for Public Street Tree Easement

4. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the ~~street trees and~~ grassy areas planted in the Dedicated Public Street along 104th and 105th Streets, 65th Avenue and Old Green Bay Road and Public Street Tree Easement area within this Condominium Development. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions and the mowing and watering in the grassy terrace areas of the street yard area and easement area located between the street pavement and the right-of-way line. No driveways, fences, signage or structures shall be erected which damages the street trees or 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. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

   This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

Separate public terrace area for some public street trees in private easement

To the extent that the Village performs any such street tree or street yard maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

   These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

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

6. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 35 ft. Landscaping, Storm Water Drainage, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance 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 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 property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium

Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which nay be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statues or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Developer covenants that the ~~30 ft.~~ 30' Dedicated Water Main, Access and Maintenance Easement shown on this CSM hereby places a restrictions because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the water main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said parking lots, driveways or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

8. The Developer covenants that the 20 ft. X 20 ft. and 100 ft. X 150 ft. Vision Triangle Easement areas shown on this CSM places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2 ft. and 10 ft. unless approved by the Village and/or the Department of Transportation (WI DOT). This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

→ Add restrictive covenant that village is not responsible for cost associated with village repairs to driveways / sidewalks damaged due to lateral repairs.

PRELIMINARY PLAT AND PRELIMINARY CONDOMINIUM PLAT APPLICATION

Development Name: Green Bay Trail Condominium

General Location of Development: SE corner of STH 165 & Old Green Bay Road

Tax Parcel Number(s): See Attached Exhibit A

Number of Lots: 4 Number of Outlots: 0

Size of Development: 14 acres. Proposed Zoning District(s): R-10 PUD

Select All that Apply:

- [x] The Development abuts or adjoins State Trunk Highway 165
- [ ] The Development abuts or adjoins County Trunk Highway N/A
- [ ] The Development abuts the Kenosha County Bike Trail

Number of Copies Submitted: 21 (See below for required number)

Plat Copies required	# of Copies	To be Sent by the Village to:
All Plat	3 ✓	Village Staff
All Plats	3 ✓	Kenosha County Planning and Development
All Plats	2 N/A	Kenosha County Division of Highways
All Plats	2 ✓	Wisconsin Department of Commerce* - DOA-??
If Development abuts/adjoins a STH	3 ✓	Wisconsin Department of Transportation
If the Development is within 500 feet of a shoreland/floodplain jurisdictional area or includes wetlands.	1 ✓	Wisconsin Department of Natural Resources
All Plats	1 ✓	U.S. Army Corp of Engineers
All Plats	1 ✓	Southeastern WI Regional Planning Commission
All Plats	1 ✓	WE Energies—Gas Operations
All Plats	1 ✓	WE Energies—Electric Operations
All Plats	2 ✓	AT & T
All Plats	2 ✓	Kenosha Unified School District
All Plats	1 ✓	Time Warner Cable

* Applicant is responsible for sending the Plat and required application and review fee to the State.

In addition the following shall be submitted:

- [ ] 1 PDF copy of the Preliminary Plat
- [ ] Preliminary Plat application fee
- [ ] 3 sets of Preliminary Engineering Plans, Profiles and Specifications and a PDF copy
- [ ] 3 sets of Landscape Plans and a PDF copy
- [ ] Draft of Declarations of Covenant, Restrictions and Easements and a PDF copy
- [ ] Articles of Incorporation for the Neighborhood Association and a PDF copy
- [ ] Draft of By-Laws and a PDF copy
- [ ] WE Energies Application for Natural Gas/Electric for New Development for the Village to forward to We Energies with a PDF of the Engineering Plans
- [ ] PDF color rendering of the Preliminary Plat, Landscape Plans and any other renderings to explain the project
- [ ] Any other information as specified by the Village

Upon receipt of a complete application, the Village will schedule the required Public Hearing. The Village will notify adjacent property owners, within 300 feet of the property, of the public hearing, publish an official notice at least 10 days prior to the hearing in the Kenosha News and post the notice in three public places within the Village. The Village Plan Commission will hold a public hearing and make a recommendation to the Village Board who will make a final determination of the proposal. **The applicant shall appear at the Village Plan Commission meeting for the Public Hearing and shall appear for final action on the application at the Village Board Meeting.**

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

I (We), have submitted a draft Preliminary Plat for an initial review by the Village Community Development Director prior to submitting this application.

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: Harpe Development, LLC

Print Name: Dustin Harpe

Signature: [signature]

Address: 8501 75th St.

Kenosha WI 53142
(City) (State) (Zip)

Phone: 262-694-1677

Fax:

Email: sales@harpedevelopment.com

Date 1/25/2019

APPLICANT/AGENT:

Print Name: Nancy Washburn

Signature: Nancy Washburn

Address: 7450 County Line Rd

Mt. Pleasant, WI 53403
(City) (State) (Zip)

Phone: 262-818-1836

Fax:

Email: NancyLynnWashburn@gmail.com

Date: 1/24/2019

DEVELOPER: – same

Print Name:

Signature:

Address:

(City) (State) (Zip)

Phone:

Fax:

Email:

Date

EXHIBIT "A"

Legal Description

Units 11 through 16 in Building 1, Units 21 through 26 in Building 2, Units 31 through 34 in Building 3, Units 41 through 46 in Building 4, Units 51 through 54 in Building 5,.Units 61 through 64 in Building 6, Units 71 through 74 in Building 7, Units 81 through 84 in Building 8, Units 91 through 94 in Building 9, Units 101 through 104 in Building 10, Units 111 through 114 in Building 11, Units 121 through 124 in Building 12, Units 131 through 134 in Building 13, Units 141 through 144 in Building 14, Units 151 through 154 in Building 15, together with said units' undivided interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit) all in Vintage Parc Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Kenosha County, Wisconsin, on June 22, 2007, as Document No. 1525029, said condominium being located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No.'s: 92-4-122-272-0601 (Unit 11), 92-4-122-272-0602 (Unit 12), 92-4-122-272- 0603 (Unit 13), 92-4-122-272-0604 (Unit 14}, 92-4-122-272-0605 (Unit 15), 92-4-122-272-0606 (Unit 16), 92-4-122-272-0607 (Unit 21), 92-4-122-272-0608 (Unit 22), 92-4-122-272-0609 (Unit 23), 92-4-122-272-0610 (Unit 24), 92-4-122-272-0611 (Unit 25), 92-4-122-272-0612 (Unit 26), 92-4-122-272-0613 (Unit 31), 92-4-122-272-0614 (Unit 32), 92-4-122-272-0615 (Unit 33), 92-4-122-272-0616 (Unit 34), 92-4-122-272-0617 (Unit 41), 92-4-122-272-0618 (Unit 42), 92-4-122-272-0619 (Unit 43), 92-4-122,.272-0620 (Unit 44), 92-4-122-272-0621 (Unit 45), 92-4-122-272- 0622 (Unit 46), 92-4-122-272,.0623 (Unit 51), 92-4-122-272-0624 (Unit 52), 92-4-122-272-0625 (Unit 53), 92-4-122-272-0626 (Unit 54), 92-4-122-272-0627 (Unit 61), 92-4-122-272-0628 (Unit 62), 92-4-122-272-0629 (Unit 63), 92-4-122-272-0630 (Unit 64), 92-4-122-272-0631 (Unit 71), 92-4-122-272-0632 (Unit 72), 92-4-122-272-0633 (Unit 73), 92-4-122-272-0634 (Unit 74), 92-4-122-272-0635 (Unit 81), 92-4-122-272-0636 (Unit 82), 92-4-122-272-0637 (Unit 83), 92-4-122-272-0638 (Unit 84), 92-4-122-272-0639 (Unit 91), 92-4-122-272-0640 (Unit 92), 92-4-122-272-0641 (Unit 93), 92-4-122-272-0642 (Unit 94), 92-4-122-272-0643 (Unit 101), 92-4-122-272-0644 (Unit 102), 92-4-122-272-0645 (Unit 103), 92-4-122-272-0646 (Unit 104), 92-4-122-272-0647 (Unit 111), 92-4-122-272-0648 (Unit 112), 92-4-122-272-0649 (Unit 113), 92-4-122-272-0650 (Unit 114), 92-4-122-272-0651 (Unit 121), 92-4-122-272-0652 (Unit 122), 92-4-122-272-0653 (Unit 123), 92-4-122-272-0654 (Unit 124), 92-4-122-272-0655 (Unit 131), 92-4-122-272-0656 (Unit 132), 92-4-122-272-0657 (Unit 133), 92-4-122-272-0658 (Unit 134), 92-4-122-2720659 (Unit 141), 92-4-122-272-0660 (Unit 142), 92-4-122-272-0661 (Unit 143), 92-4-122-272-0662 (Unit 144), 92-4-122-272-0663 (Unit 151), 92-4-122-272-0664 (Unit 152), 92-4-122-272-0665 (Unit 153), 92-4-122-272-0666 (Unit 154).

Address: Situated on 105th St.

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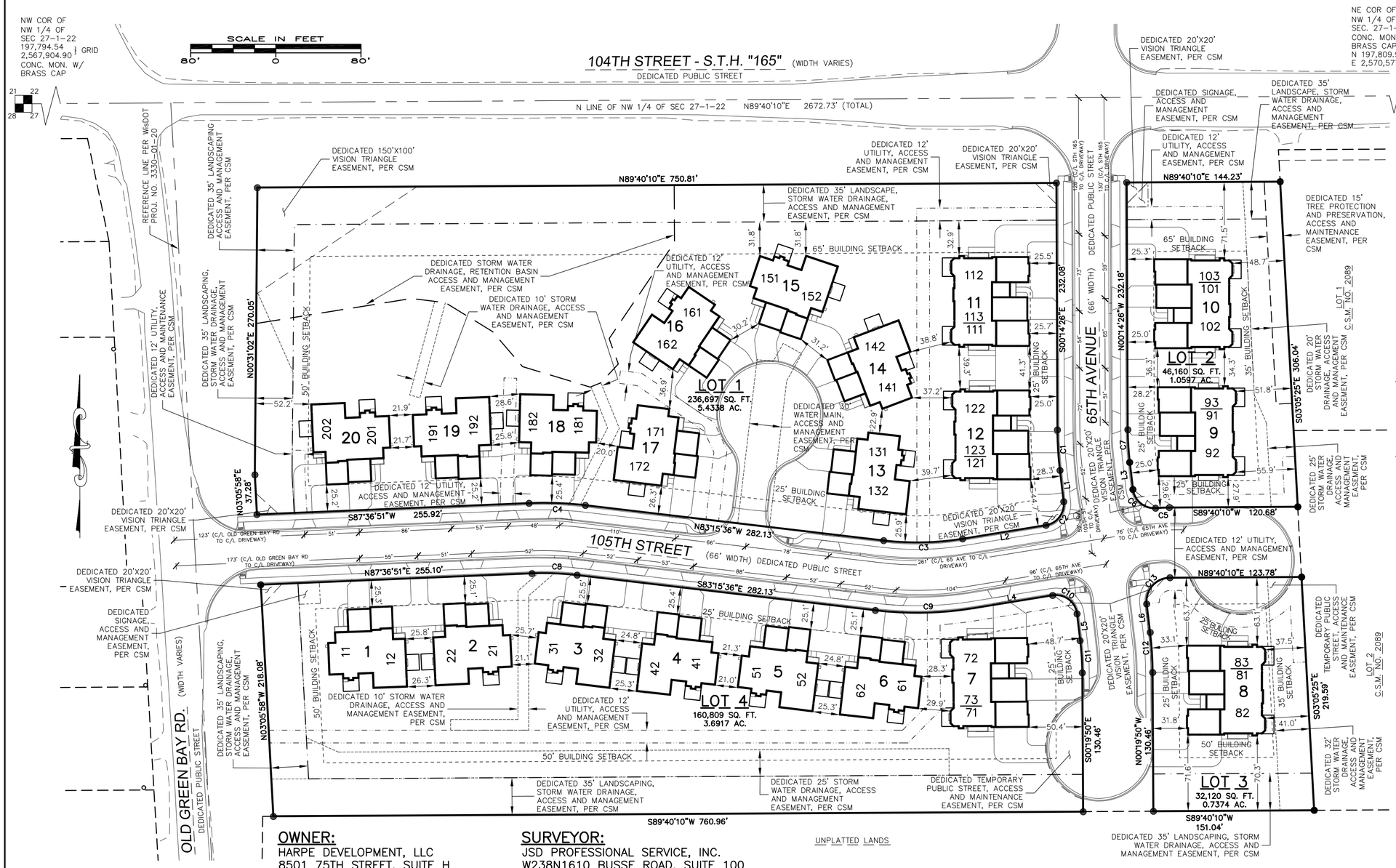
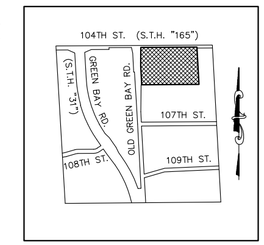
AMERICAN LAND TITLE ASSOCIATION

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.





LOCATION MAP

NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

NOTE:

"CSM" IN ALL EASEMENT ANNOTATION REFERS TO CERTIFIED SURVEY MAP NO. _____.

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27-1-22, WAS USED AS N89°40'10"E

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

SHEET 1 OF 11

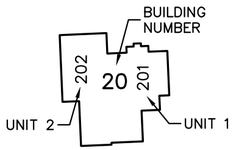
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

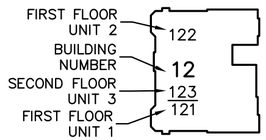
A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TYPICAL UNIT NUMBERING



DUPLEX BUILDING



3–UNIT BUILDING

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. REFER TO THE CONDOMINIUM DECLARATION FOR COMPLETE DESCRIPTIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
3. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
4. SEE SHEETS 3 TO 7 FOR BUILDING IDENTIFICATION.

STATE HIGHWAY ACCESS RESTRICTION:

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT–OF–WAY OF S.T.H. 165 OR 104TH STREET; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION.

STATE HIGHWAY SETBACK RESTRICTION:

HIGHWAY SETBACK; THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES.

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"

LINE TABLE

LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY ___, 2019

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

LIMITED COMMON ELEMENT

COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

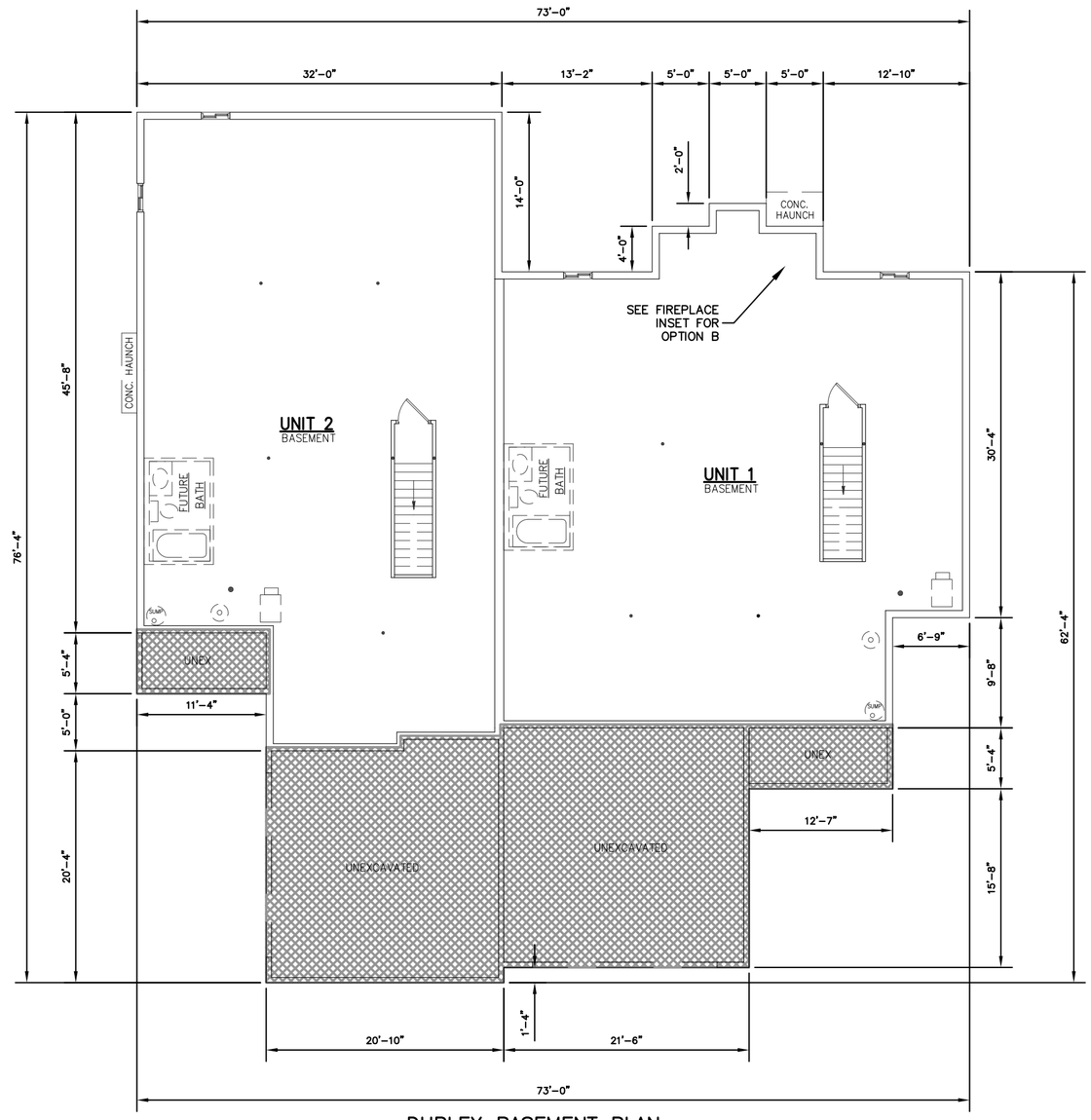
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

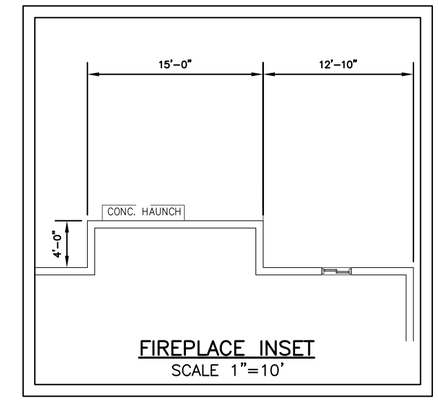
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT – 1,533 sq. ft.
FIRST FLOOR – 1626 sq. ft.
GARAGE – 443 sq.ft.

UNIT 2:
BASEMENT – 1,576 sq. ft.
FIRST FLOOR – 1,691 sq. ft.
GARAGE – 417 sq. ft.



DUPLEX BASEMENT PLAN
SCALE 1"=10'



FIREPLACE INSET
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

SHEET 3 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

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LEGEND:

LIMITED COMMON ELEMENT

COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

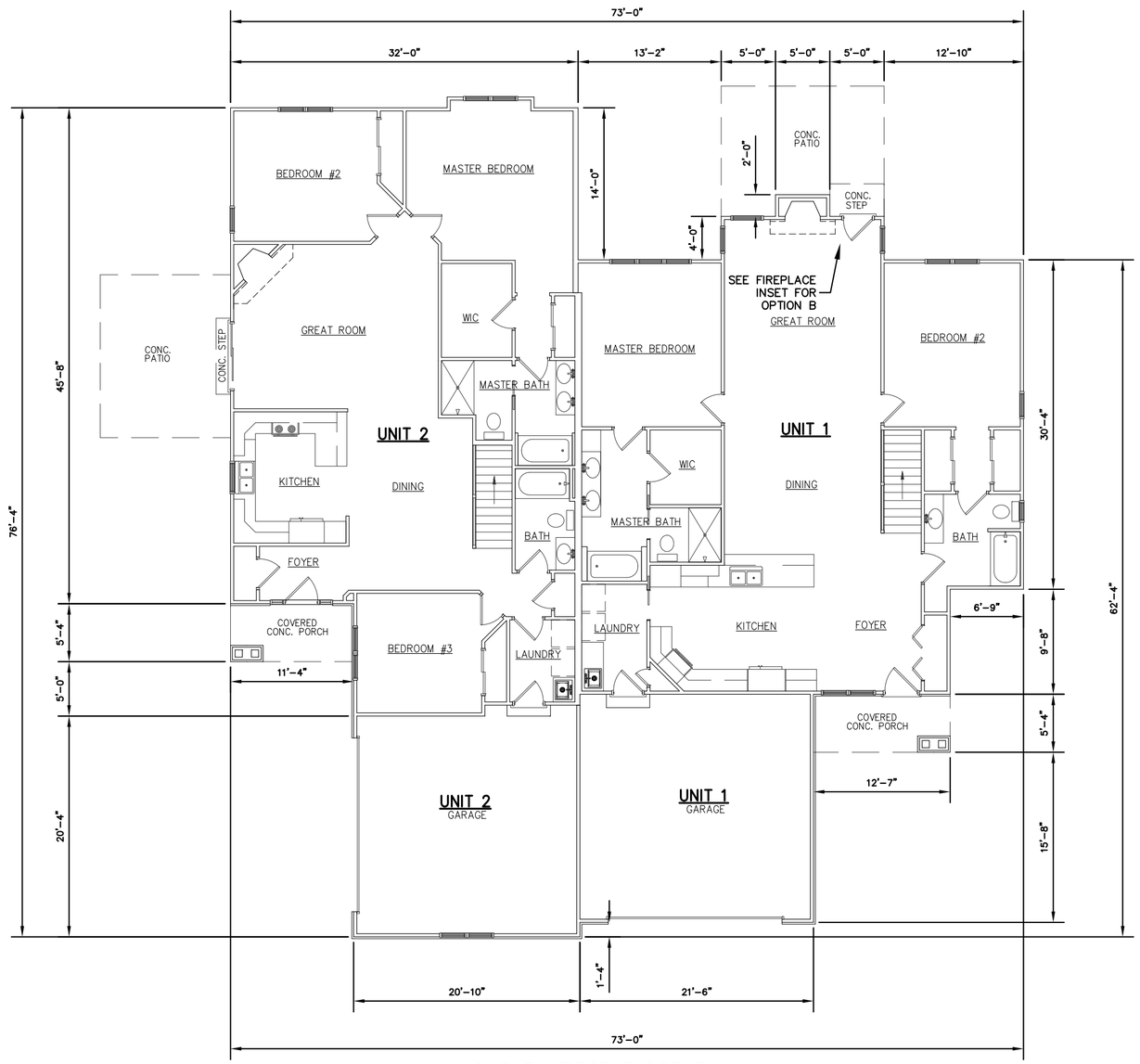
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

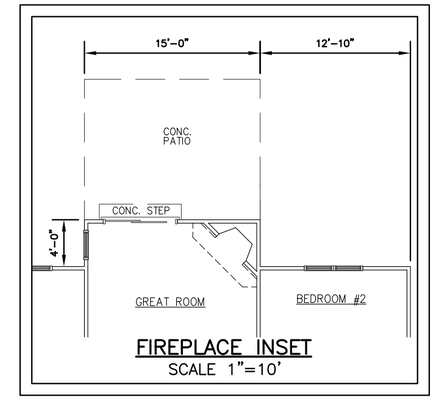
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT – 1,533 sq. ft.
FIRST FLOOR – 1626 sq. ft.
GARAGE – 443 sq.ft.

UNIT 2:
BASEMENT – 1,576 sq. ft.
FIRST FLOOR – 1,691 sq. ft.
GARAGE – 417 sq. ft.



DUPLEX FIRST FLOOR PLAN
SCALE 1"=10'



FIREPLACE INSET
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

SHEET 4 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

LIMITED COMMON ELEMENT

COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

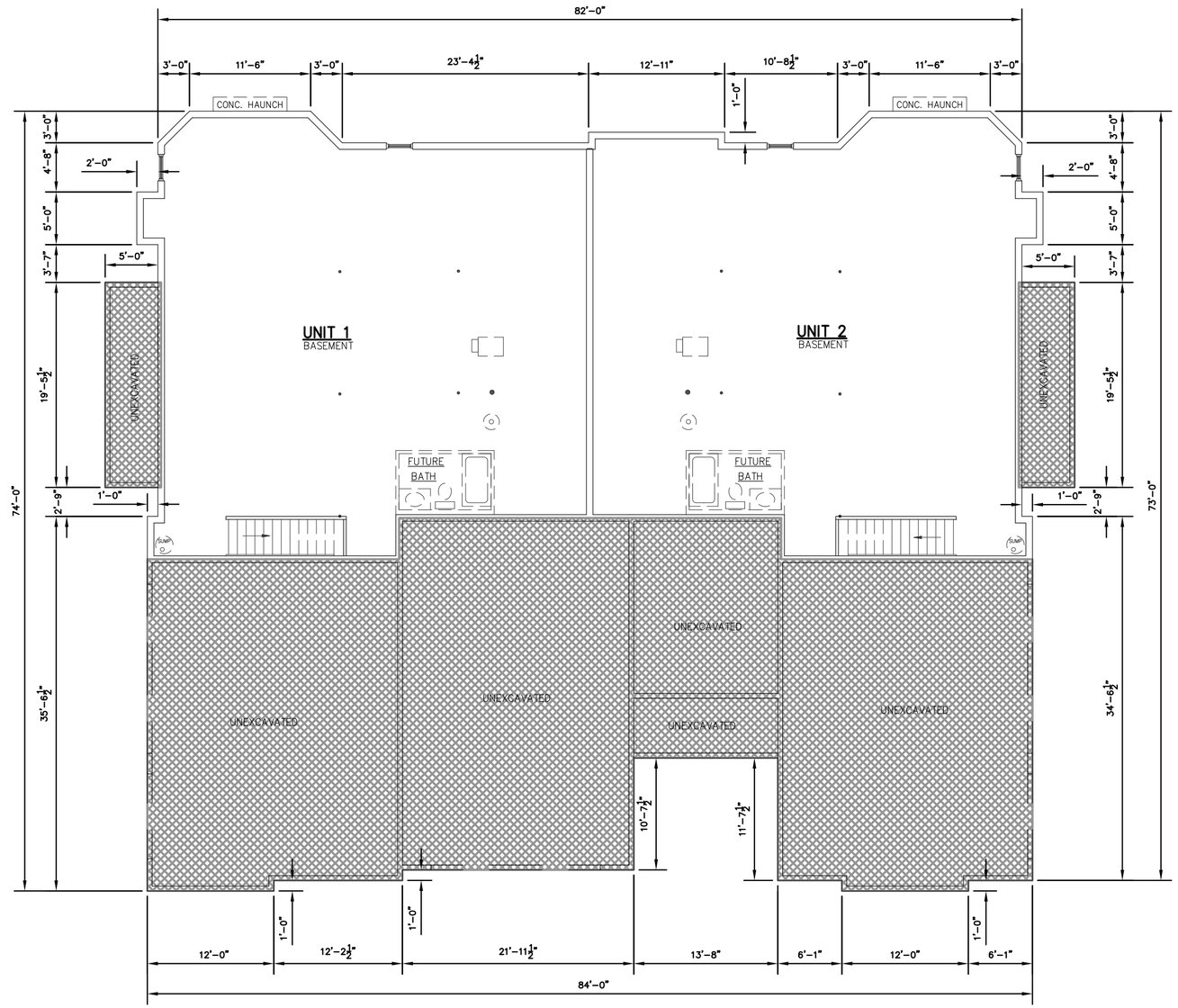
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT – 1,527 sq. ft.
FIRST FLOOR – 1,617 sq. ft.
GARAGE – 714 sq.ft.

UNIT 2:
BASEMENT – 1,540 sq. ft.
FIRST FLOOR – 11,629 sq. ft.
GARAGE – 709 sq. ft.

UNIT 3:
FIRST FLOOR – 244 sq. ft.
SECOND FLOOR – 2,520 sq. ft.
GARAGE – 714 sq. ft.



3–UNIT BASEMENT PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY ___, 2019

SHEET 5 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

LIMITED COMMON ELEMENT

COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT – 1,527 sq. ft.
FIRST FLOOR – 1,617 sq. ft.
GARAGE – 714 sq.ft.

UNIT 2:
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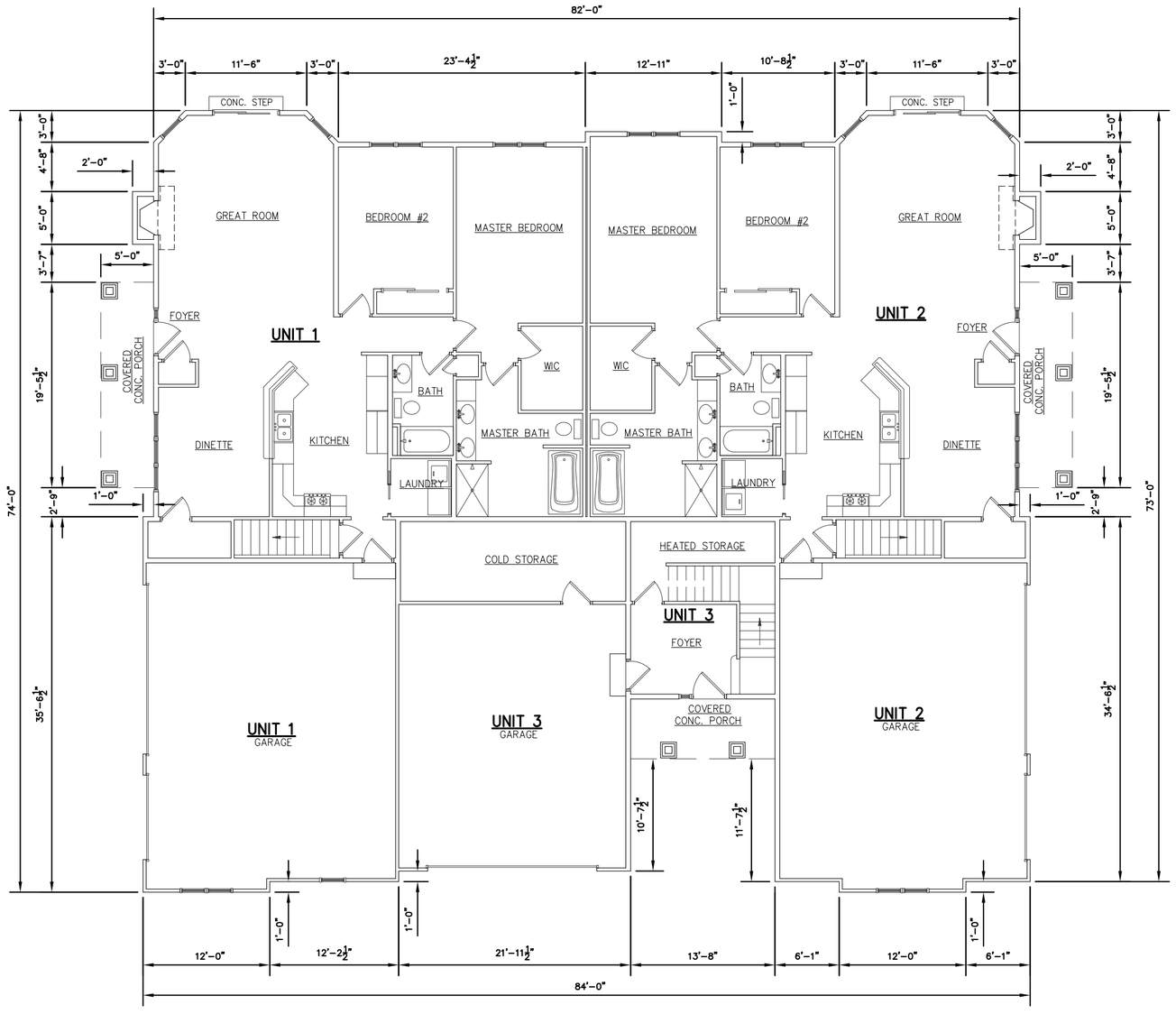
GARAGE – 709 sq. ft.

UNIT 3:
FIRST FLOOR – 244 sq. ft.
SECOND FLOOR – 2,520 sq. ft.
GARAGE – 714 sq. ft.



3-UNIT FIRST FLOOR PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY ___, 2019

SHEET 6 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

LIMITED COMMON ELEMENT

COMMON ELEMENT

SECOND FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT – 1,527 sq. ft.
FIRST FLOOR – 1,617 sq. ft.
GARAGE – 714 sq.ft.

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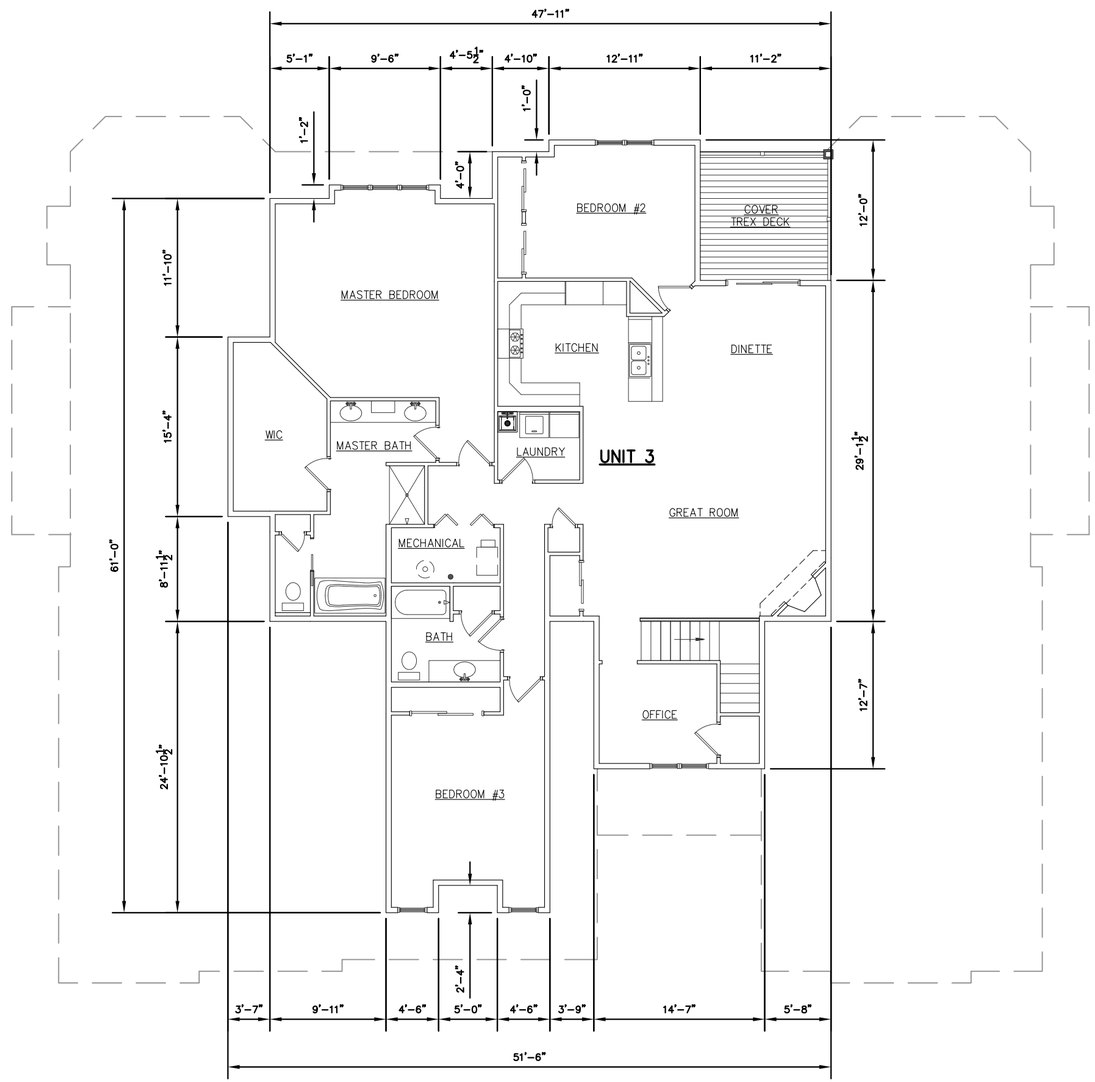

3-UNIT SECOND FLOOR PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

SHEET 7 OF 11

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this Plat (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the Developer, Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by Certified Survey Map (CSM) No. _____ for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, Inc. (Condominium Association) or Owners of the Lots shown on this Condominium Plat which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, if required by the Village in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots 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). 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 Owners of any of the Lots, or of the Condominium Association 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 and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lands, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this Condominium Plat, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, have been constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Utility Easement areas on this Plat were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by CSM No. _____, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on this Plat 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 elevation 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 Utility and Communication 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 utility 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 Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

   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(s). 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.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25, & 32' Public Storm Water Drainage, Access and Maintenance Easement areas on this Plat were dedicated, given, granted, and conveyed by the Developer to the Village by CSM No. _____ for storm water management and drainage purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this Condominium Plat as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this Plat. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated 10', 20', 25' & 32' Public Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this Plat.

4. A nonexclusive easement coextensive with the area shown as Dedicated to the Condominium Owner's Association for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement on this Plat was dedicated, given, granted, and conveyed by the Developer to the Village by CSM No. _____ for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this Condominium Plat upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this Plat. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, 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 all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this Plat or as may be required by applicable Village Ordinances.

5. Easements coextensive with each area shown on this Plat as a Dedicated Signage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village by CSM No. _____ for the purpose 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. These Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

6. The fee interest in the Common Areas shown on this Plat was dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by CSM No. _____. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, woodland protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this Plat, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for woodland protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY ___, 2019

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't.)

7. An easement coextensive with a permanent Dedicated 30' Water Main, Access and Maintenance Easement shown on this Plat was dedicated, given, granted and conveyed by the Developer to the Village by CSM No. _____ for water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This water main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this Plat with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the water main improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated 30' Water Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.

8. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement areas shown this Plat were dedicated, given, granted and conveyed by the Developer to the Village by CSM No. _____ for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this Condominium Plat upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.

9. Nonexclusive easements coextensive within each area shown as Dedicated Woodland Protection and Preservation, Access and Maintenance Easement areas on this Plat were hereby dedicated, given, granted and conveyed by the Developer to the Village by CSM No. _____ for woodland conservancy protection and maintenance purposes and uses and for related ingress and egress.

10. Nonexclusive easements coextensive with Dedicated 20'x20' and 150'x100' Vision Triangle Easement areas shown on this Plat were dedicated, given, granted and conveyed by the Developer to the Village by CSM No. _____ to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village. This restriction is for the benefit of the public and shall be enforceable by the Village.

11. Easements coextensive with the areas shown as Dedicated Public Streets on this Plat were dedicated, given, granted and conveyed by the Village to the Developer by CSM No. _____ for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement 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 granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on CSM No. _____ or other future roadway, street, driveway 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.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY ___, 2019

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors–in–title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, Inc. (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area located on this Plat in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water, drainage, or retention basin 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Retention Basin Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

   To the extent that the Village performs any such storm water drainage or retention basin or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed–free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

   To the extent that the Village performs any Common Area maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

   3. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Woodland Protection and Preservation Easement areas shown on this Plat. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any 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 property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By–Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

4. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees and grassy areas planted in the Dedicated Public Street along 104th and 105th Streets, 65th Avenue and Old Green Bay Road within this Condominium Development. Such maintenance shall include, without limitation and as needed, watering, pruning, trimming, cutting, re–staking, placing mulch around the street trees and weeding to prevent nuisance conditions and the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right–of–way line. No driveways, fences, signage or structures shall be erected which damages the street trees or 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. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

   This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in–title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right–of–way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which 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 street yard maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

   These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors–in–title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

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

6. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 35 ft. Landscaping, Storm Water Drainage, Access and Maintenance Easement area located on this Plat in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance 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 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 property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

   To the extent that the Village performs any such landscaping or storm water drainage maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which nay be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statues or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Developer covenants that the 30 ft. Dedicated Water Main, Access and Maintenance Easement shown on this Plat hereby places a restrictions because of the location of this water main easement which was given, granted and conveyed by the Developer to the Village for public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of fencing, parking lots, driveways or landscaping within the water main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said parking lots, driveways or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors–in–title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

8. The Developer covenants that the 20 ft. X 20 ft. and 100 ft. X 150 ft. Vision Triangle Easement areas shown on this Plat places restriction on said area in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2 ft. and 10 ft. unless approved by the Village and/or the Department of Transportation (WI DOT). This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, A WISCONSIN 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 ABOVE LAND, TO BE SURVEYED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE.

HARPE DEVELOPMENT, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 703 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL, OR OBJECTION.

1. VILLAGE OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID HARPE DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ON THIS _____ DAY OF _____ 2019.

_____ _____
DUSTIN R. HARPE Date
MEMBER

_____ _____
CORY HARPE Date
MEMBER

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019. DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGERS OF SAID COMPANY.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

BANK COMMUNITY STATE BANK, UNION GROVE, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF HARPE DEVELOPMENT, LLC.

IN WITNESS HEREOF, THE SAID BANK COMMUNITY STATE BANK, UNION GROVE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2019.

_____ (signature)
_____ (print name)
_____ (title)

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019. _____ ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE BOARD CERTIFICATE

WE HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF GREEN BAY TRAIL, IN THE VILLAGE OF PLEASANT PRAIRIE, SUBMITTED FOR APPROVAL BY HARPE DEVELOPMENT, LLC, DEVELOPER OF SAID LANDS, WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS _____ DAY OF _____ 2019, BY RESOLUTION NO. _____, AND THAT ANY AND ALL CONDITIONS OF SUCH APPROVAL HAVE BEEN SATISFIED.

BY: _____
JOHN P. STEINBRINK
VILLAGE PRESIDENT

ATTESTED TO BY: _____
JANE C. SNELL
VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019. JOHN P. STEINBRINK AND JANE C. SNELL ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, KATHLEEN M. GOESSL, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: _____
KATHLEEN M. GOESSL
VILLAGE TREASURER

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, TERI A. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF KENOSHA COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: _____
TERI A. JACOBSON
COUNTY TREASURER

BOUNDARY DESCRIPTION

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, RIZAL W. ISKANDARSJACH, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF GREEN BAY TRAIL AS PROPOSED AT THE DATE HEREOF, AND THE INDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

THAT I FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____ 2019.

BY: _____
RIZAL W. ISKANDARSJACH, PLS S-2738

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: JANUARY __, 2019

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL CONDOMINIUMS

106TH STREET

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

JANUARY 25, 2019

SHEET INDEX

C0.0	TITLE SHEET
CS1.0	EXISTING CONDITION MAP
C1.0	DEMOLITION PLAN
C2.0	PAVEMENT ID AND DIMENSION PLAN
C3.0	EROSION CONTROL PLAN
C4.0	OVERALL GRADING PLAN
C4.1	NORTHWEST GRADING PLAN
C4.2	NORTHEAST GRADING PLAN
C4.3	SOUTHWEST GRADING PLAN
C4.4	SOUTHEAST GRADING PLAN
C5.0	UTILITY PLAN
C5.1	UTILITY PLAN - SANITARY LATERALS
C6.0	PUBLIC UTILITY PLAN AND PROFILES - STORM SEWER
C6.1	PUBLIC UTILITY PLAN AND PROFILES - PRIVATE DRIVE
C7.0	SITE NOTES AND DETAILS
C7.1	SITE NOTES AND DETAILS
C7.2	SITE NOTES AND DETAILS
C7.3	SITE NOTES AND DETAILS
C7.4	SITE NOTES AND DETAILS
C7.5	SITE NOTES AND DETAILS
C7.6	SITE NOTES AND DETAILS
C7.7	SITE NOTES AND DETAILS
C7.8	SITE NOTES AND DETAILS
C7.9	SITE NOTES AND DETAILS
C7.10	SITE NOTES AND DETAILS
L1.0	LANDSCAPE OVERALL PLAN
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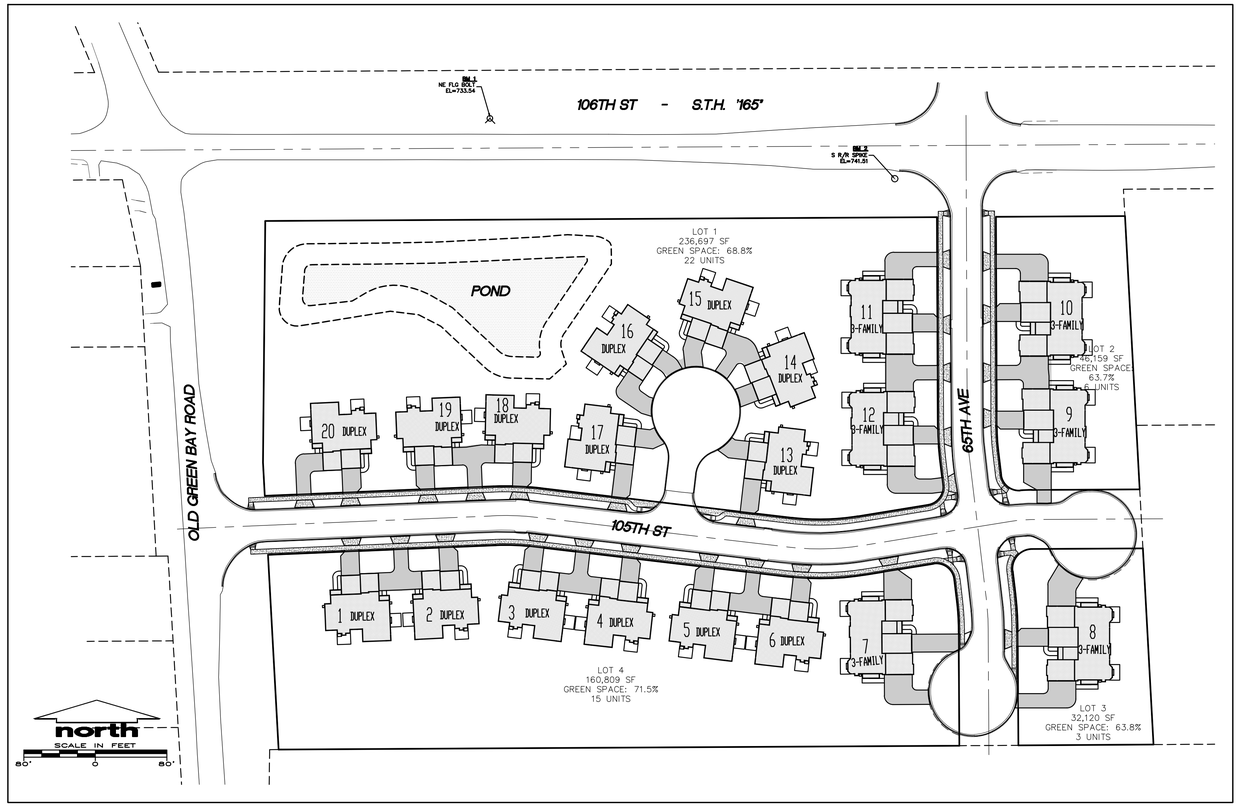
L1.4	SOUTHEAST LANDSCAPE PLAN
L1.5	2-FAMILY DUPLEX FOUNDATION LANDSCAPE PLAN
L1.6	3-FAMILY TRIPLEX FOUNDATION LANDSCAPE PLAN
L2.0	LANDSCAPE DETAILS, NOTES, & SPECIFICATIONS



SITE DATA

TOTAL LOT AREAS: 475,785 SF
NO. OF UNITS: 46 UNITS

SITE MAP

SITE BENCHMARK:

BM 1 - NE FLANGE BOLT ON FIRST HYDRANT EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165.
ELEVATION = 733.54

BM 2 - RAILROAD SPIKE ON THE SOUTH SIDE OF THE 5TH POWER POLE EAST OF INTERSECTION BETWEEN STH 165 & OLD GREEN BAY RD. NORTH SIDE OF STH 165.
ELEVATION = 741.51

COMMUNITY DEVELOPMENT DEPARTMENT
JEAN WERBIE-HARRIS
COMMUNITY DEVELOPMENT DIRECTOR PLANNING, ZONING ADMINISTRATOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6718
FAX: 262-925-6787
EMAIL: jwerbie-harris@plprairiewi.com

PEGGY HERRICK
ASSISTANT PLANNER & ZONING ADMINISTRATOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6716
FAX: 262-925-6787
EMAIL: pherrick@plprairiewi.com

ENGINEERING DEPARTMENT
MATT FINEOUR, P.E.
VILLAGE ENGINEER
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6778
FAX: 262-925-6786
EMAIL: mfineour@plprairiewi.com

KURT DAVIDSEN, P.E.
ASSISTANT VILLAGE ENGINEER
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6728
FAX: 262-925-6787
EMAIL: kdavidsen@plprairiewi.com

PUBLIC WORKS DEPARTMENT
JOHN STEINBRINK JR., P.E.
DIRECTOR OF PUBLIC WORKS
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6765
FAX: 262-694-2941
EMAIL: jsteinbrink@plprairiewi.com

STEVE WLAHOVICH
RIGHT OF WAY/ EROSION CONTROL INSPECTOR
8044 88TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6767
FAX: 262-697-1901
EMAIL: swlahovich@plprairiewi.com

BUILDING INSPECTION DEPARTMENT
SANDRO PEREZ
BUILDING INSPECTION SUPERINTENDENT
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-925-6722
FAX: 262-694-4734
EMAIL: sperez@plprairie.com

DONALD KOEHNE
BUILDING INSPECTIOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-9304
FAX: 262-694-4734
EMAIL: dkoehne@plprairie.com

MICHAEL KAPRELIAN
BUILDING INSPECTIOR
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-9304
FAX: 262-694-4734
EMAIL: mkaprelian@plprairie.com

FIRE & RESCUE DEPARTMENT
CRAIG ROEPKE
CHIEF OF FIRE & RESCUE
8044 88TH AVENUE
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-8027
FAX: 262-697-1901
EMAIL: croepke@plprairiewi.com

AARON LONGRIE
ASSISTANT FIRE CHIEF
8600 GREEN BAY ROAD
PLEASANT PRAIRIE, WISCONSIN 53158
PHONE: 262-694-8027
FAX: 262-697-1901
EMAIL: alongire@plprairie.com

OWNER
DUSTIN HARPE
HARPE DEVELOPMENT LLC
8501 75TH STREET, SUITE H
KENOSHA WI 53188
PHONE: 262-694-1677
FAX: 262-694-1682
EMAIL: sales@harpedevelopment.com

ARCHITECT
PHIL ANDERSON
HARPE DEVELOPMENT LLC
8501 75TH STREET, SUITE H
KENOSHA WI 53188
PHONE: 262-694-1677
FAX: 262-694-1682
EMAIL: phil@harpedevelopment.com

CIVIL ENGINEER
JSD PROFESSIONAL SERVICES, INC.
W238 N1610 BUSSE RD, SUITE 100
WAUKESHA, WI 53188
PHONE: 262-513-0666
FAX: 262-513-1232
RIZAL ISKANDARSJACH, P.E., P.L.S.
EMAIL: riz@jsdinc.com

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W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT
CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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Hearing Impaired TDD (800) 542-2289
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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
C0.0

JSD PROJECT NO: 18-8835

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File: R:\2018\18-8835 Vintage Parc\Dwg\18-8835 Cover.dwg Layout: C0.0 User: pmartens Plotted: Jan 25, 2019 - 12:00pm Xref's:

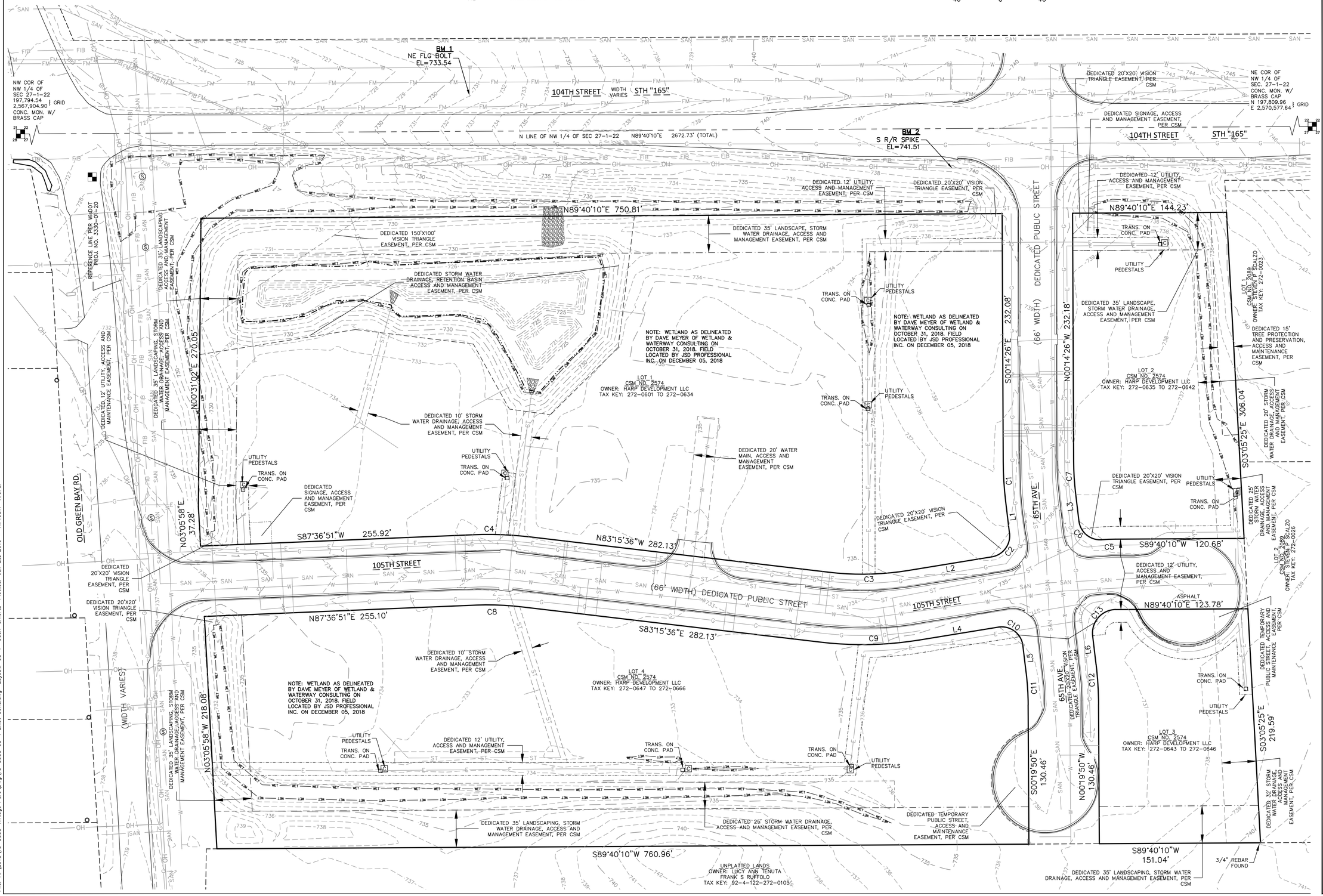
PROPERTY DESCRIPTION:

Lot 1, 2, 3, and 4 of Certified Survey Map 2574, located the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridan, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

LEGEND

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- LIGHT POLE
- SIGN
- SAN — SANITARY SEWER
- W — WATER MAIN
- G — UNDERGROUND GAS
- T — UNDERGROUND TELEPHONE
- E — UNDERGROUND ELECTRIC
- FIB — UNDERGROUND FIBER OPTICS

north
SCALE IN FEET
40' 0 40'



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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
EXISTING CONDITION MAP

SHEET NUMBER:
CS1.0

JSD PROJECT NO: 18-8835

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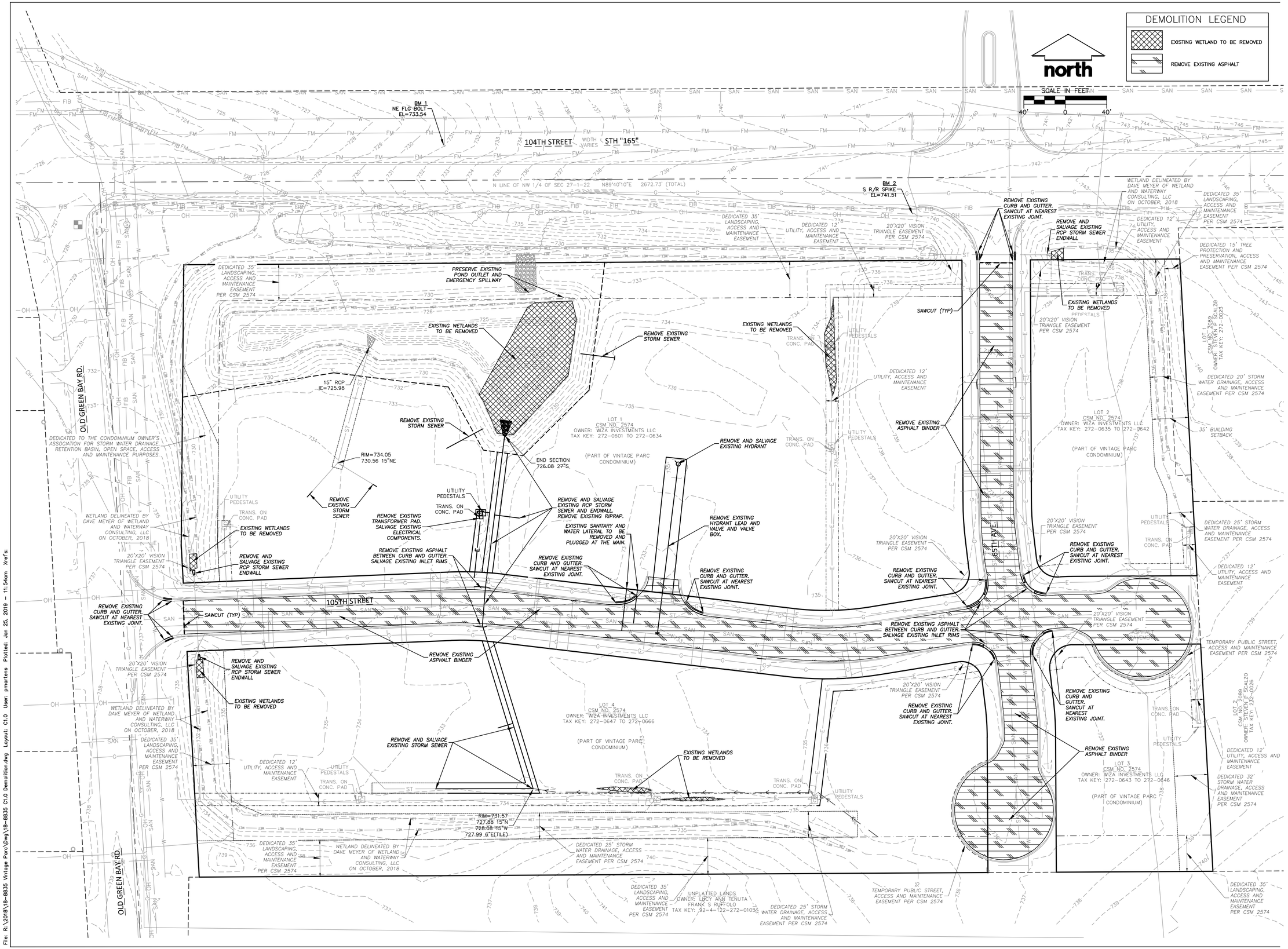

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W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

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HARPE DEVELOPMENT

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
DEMOLITION PLAN

SHEET NUMBER:
C1.0

JSD PROJECT NO: 18-8835

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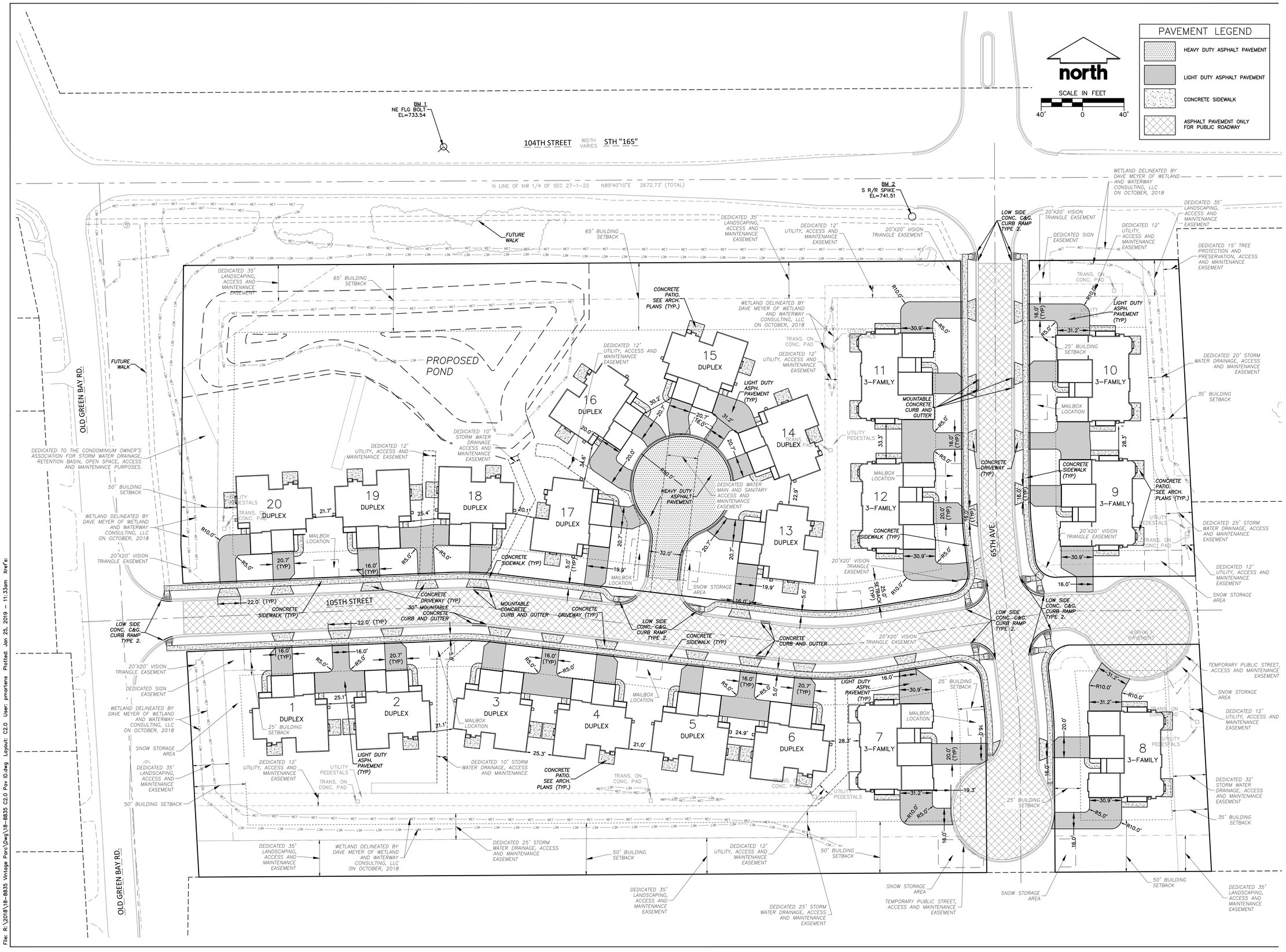

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
PAVEMENT I.D. AND DIMENSION PLAN

SHEET NUMBER:
C2.0

JSD PROJECT NO: 18-8835

File: R:\2018\18-8835 Vintage Parc\Dwg\18-8835 C2.0 Pav ID.dwg Layout: C2.0 User: pmartens Plotted: Jun 25, 2019 - 11:33am Xref's:

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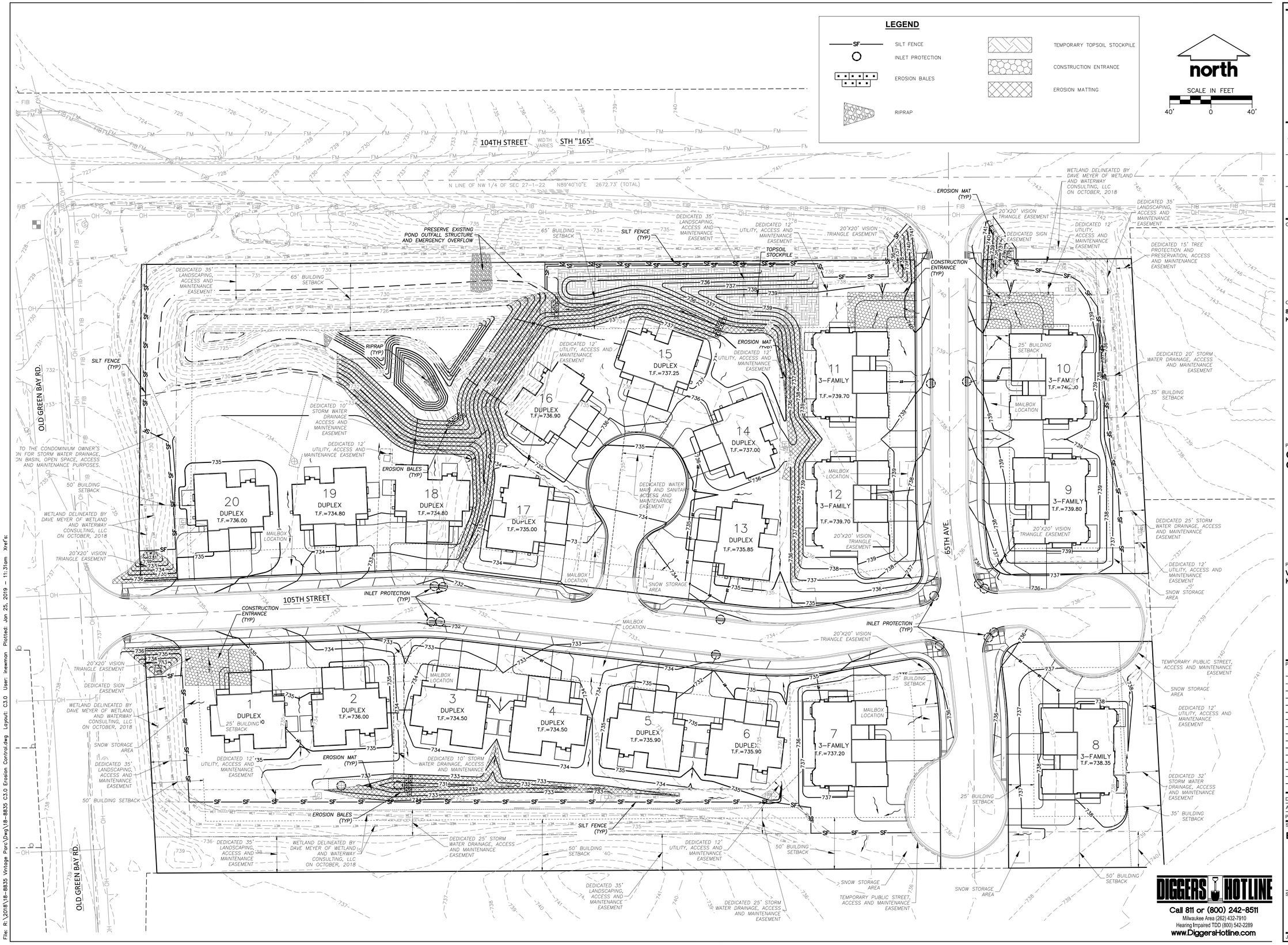

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CLIENT ADDRESS:
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KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
EROSION CONTROL PLAN

SHEET NUMBER:
C3.0

JSD PROJECT NO: 18-8835

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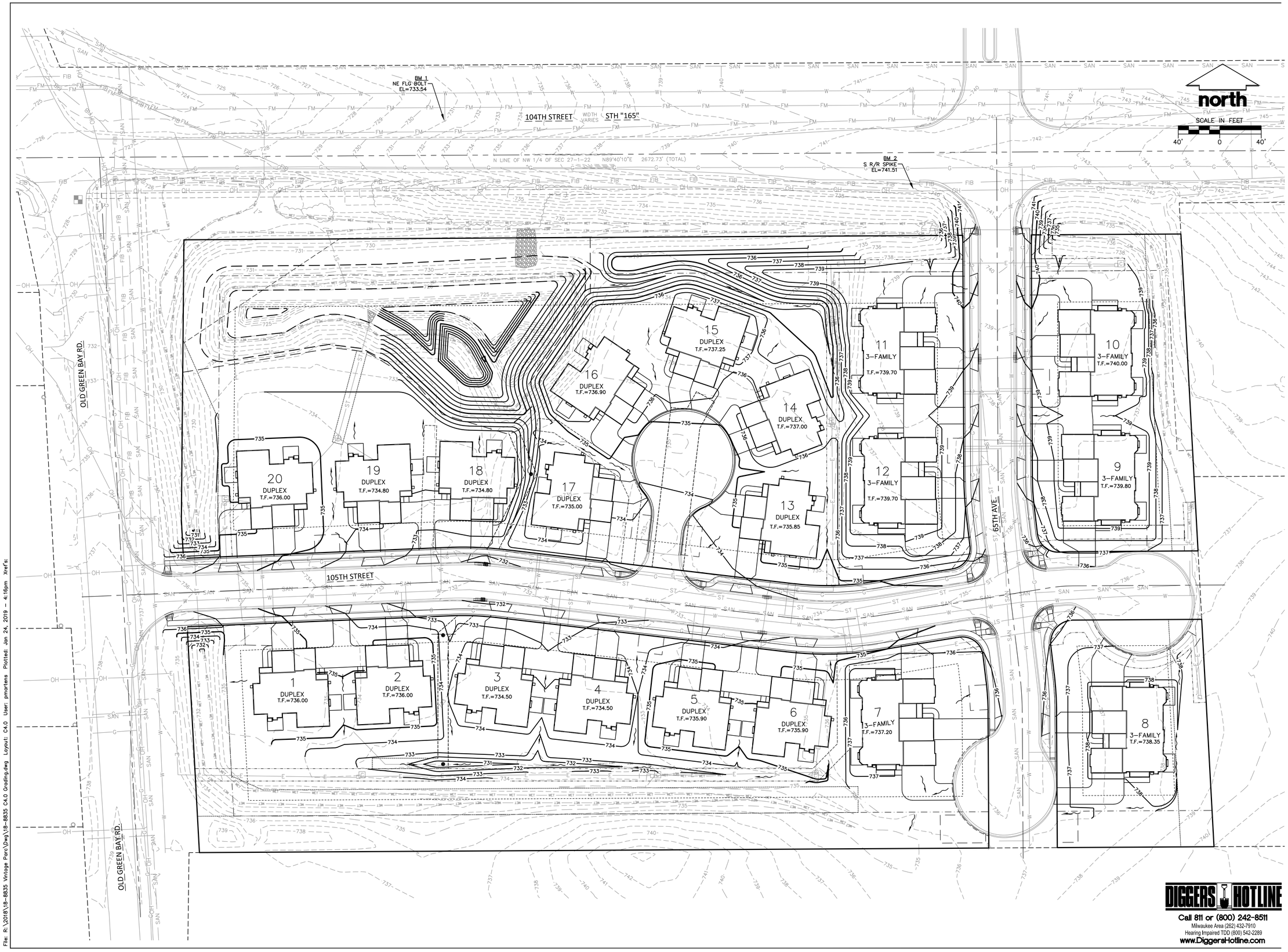

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PROJECT:
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PROJECT LOCATION:
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Design/Drawn:	PSM
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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
OVERALL GRADING PLAN

SHEET NUMBER:
C4.0

JSD PROJECT NO: 18-8835

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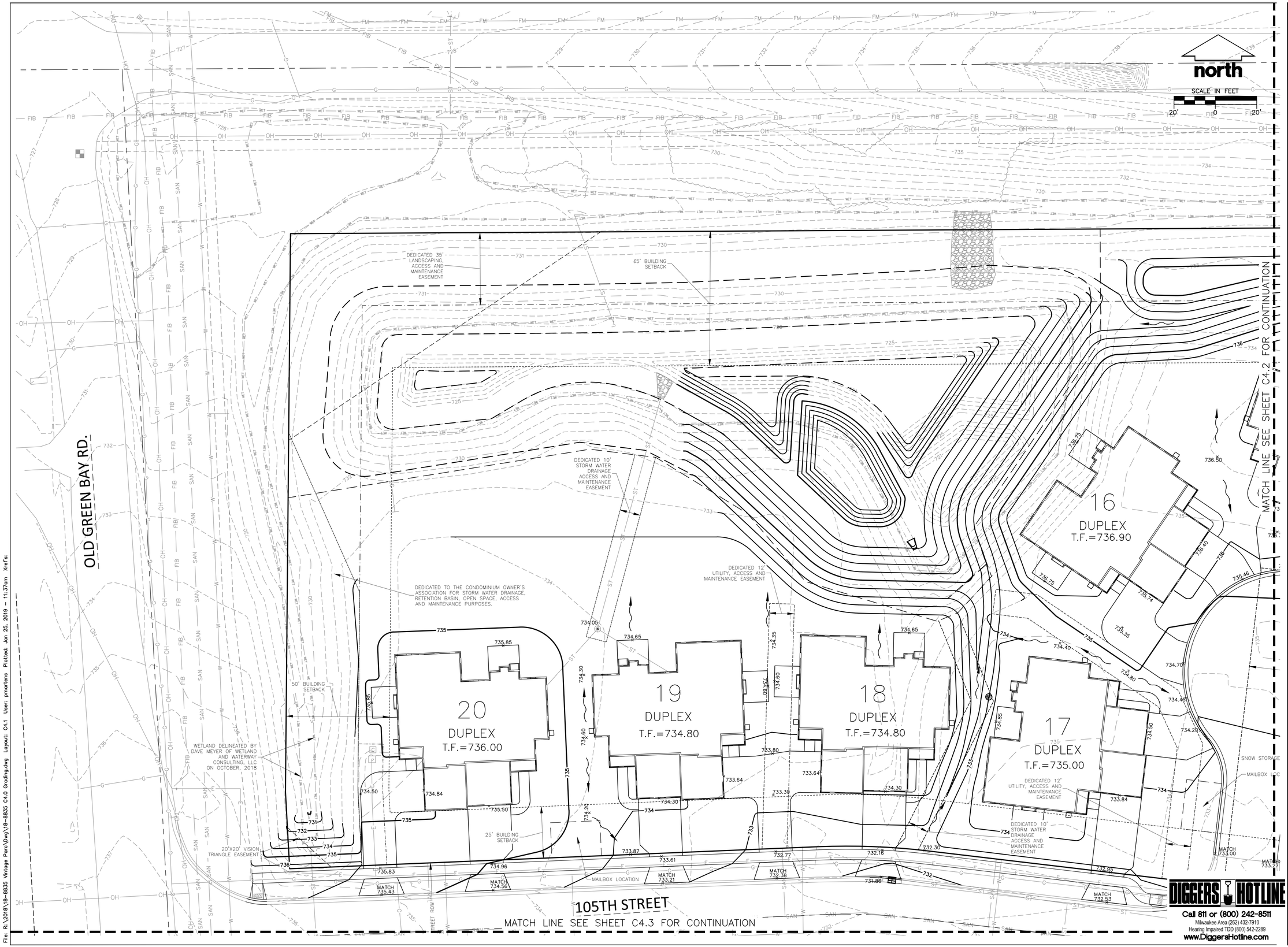

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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
NORTHWEST GRADING PLAN

SHEET NUMBER:
C4.1

JSD PROJECT NO: 18-8835

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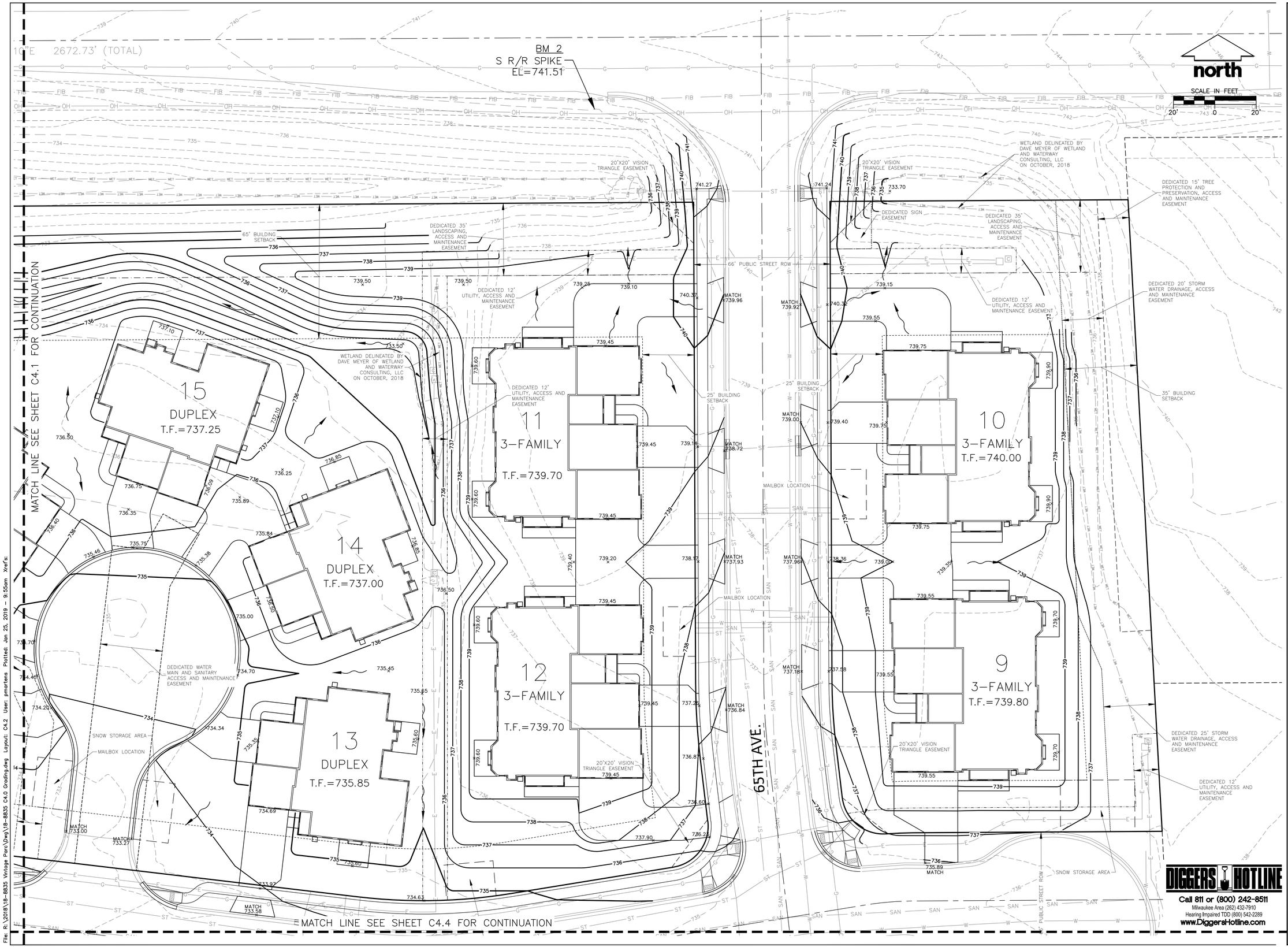

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SHEET TITLE:
NORTHEAST GRADING PLAN

SHEET NUMBER:
C4.2

JSD PROJECT NO: 18-8835

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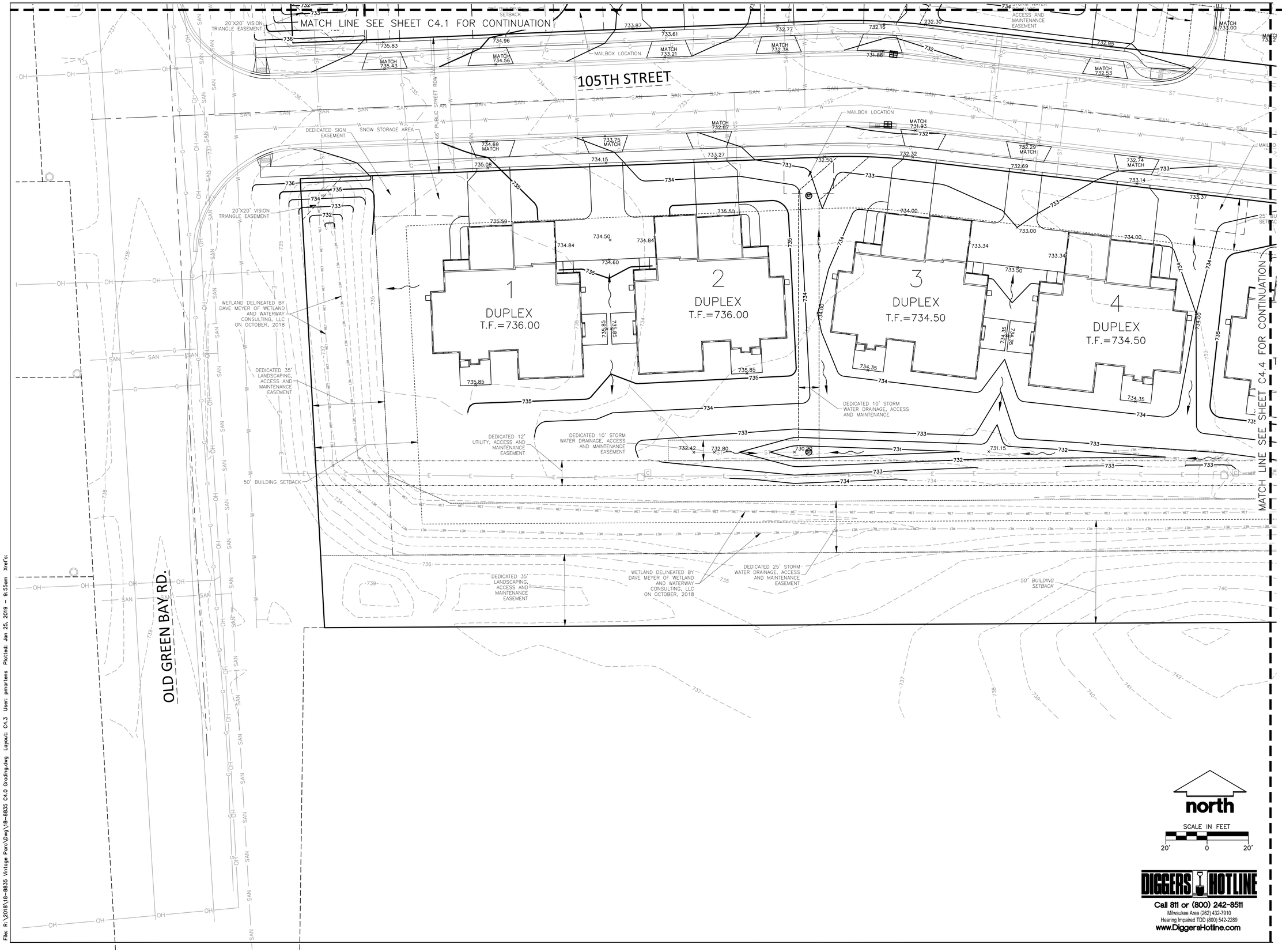

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PROJECT:
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PROJECT LOCATION:
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Design/Drawn:	PSM
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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SOUTHWEST GRADING PLAN

SHEET NUMBER:
C4.3

JSD PROJECT NO: 18-8835

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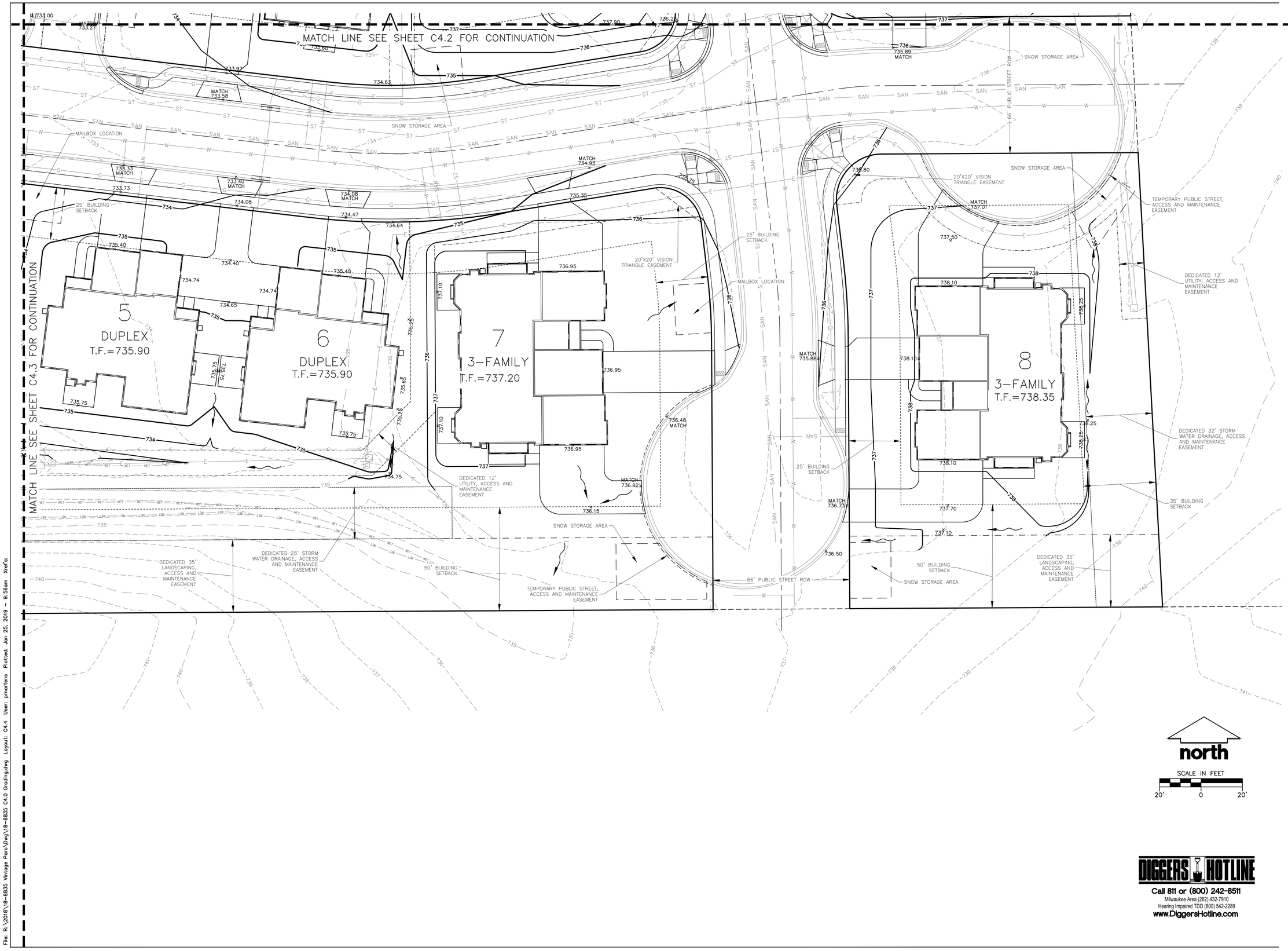

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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SOUTHEAST GRADING PLAN

SHEET NUMBER:
C4.4

JSD PROJECT NO: 18-8835

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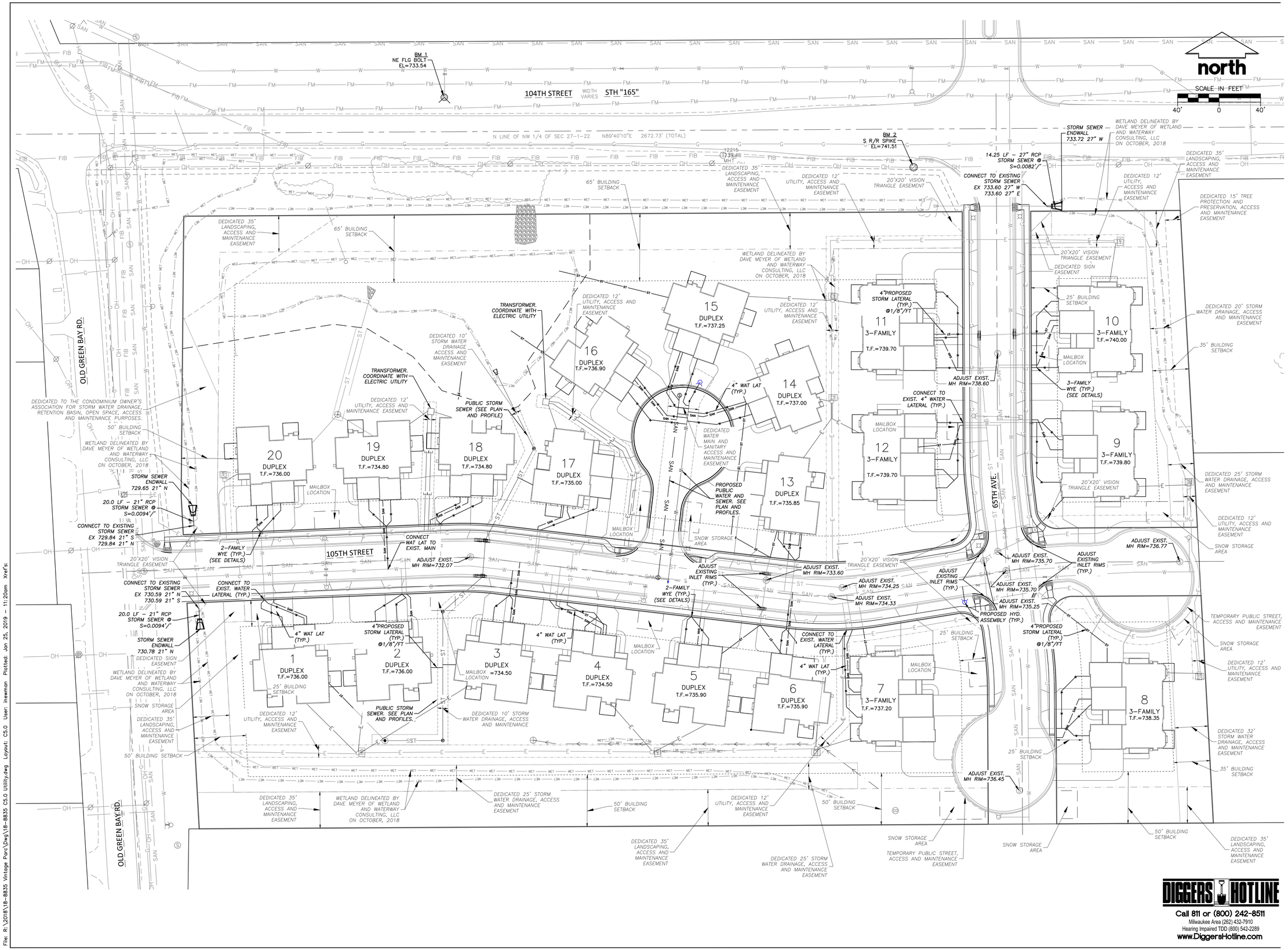

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#	Date:	Description:

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SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
C5.0

JSD PROJECT NO: 18-8835

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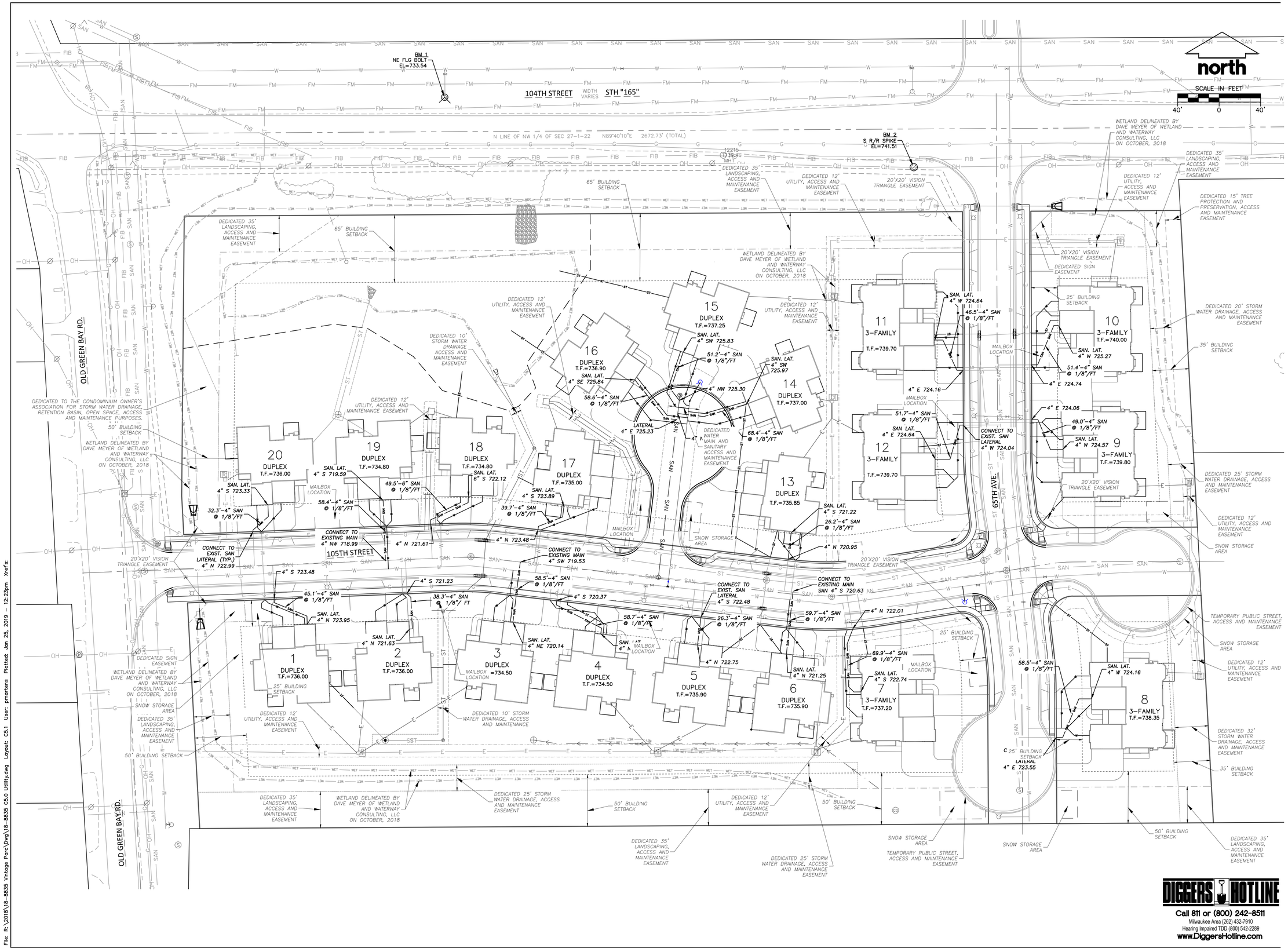

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PROJECT:
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PROJECT LOCATION:
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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
UTILITY PLAN - SANITARY LATERALS

SHEET NUMBER:
C5.1

JSD PROJECT NO: 18-8835

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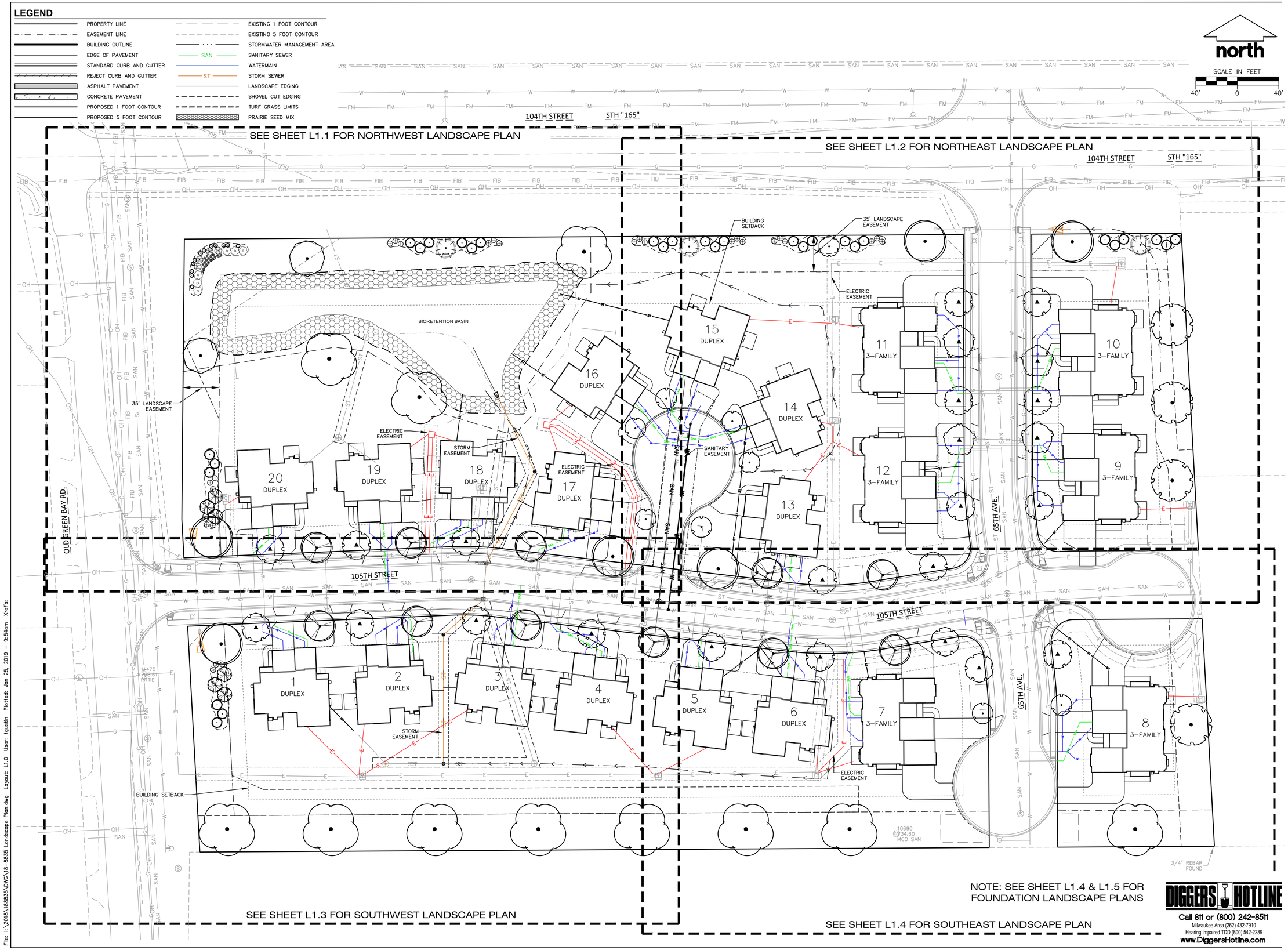
LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SANITARY SEWER
STANDARD CURB AND GUTTER	WATERMAIN
REJECT CURB AND GUTTER	STORM SEWER
ASPHALT PAVEMENT	LANDSCAPE EDGING
CONCRETE PAVEMENT	SHOVEL CUT EDGING
PROPOSED 1 FOOT CONTOUR	TURF GRASS LIMITS
PROPOSED 5 FOOT CONTOUR	PRAIRIE SEED MIX



NOTE: SEE SHEET L1.4 & L1.5 FOR FOUNDATION LANDSCAPE PLANS

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SHEET TITLE:
OVERALL LANDSCAPE PLAN

SHEET NUMBER:
L1.0

JSD PROJECT NO: 18-8835

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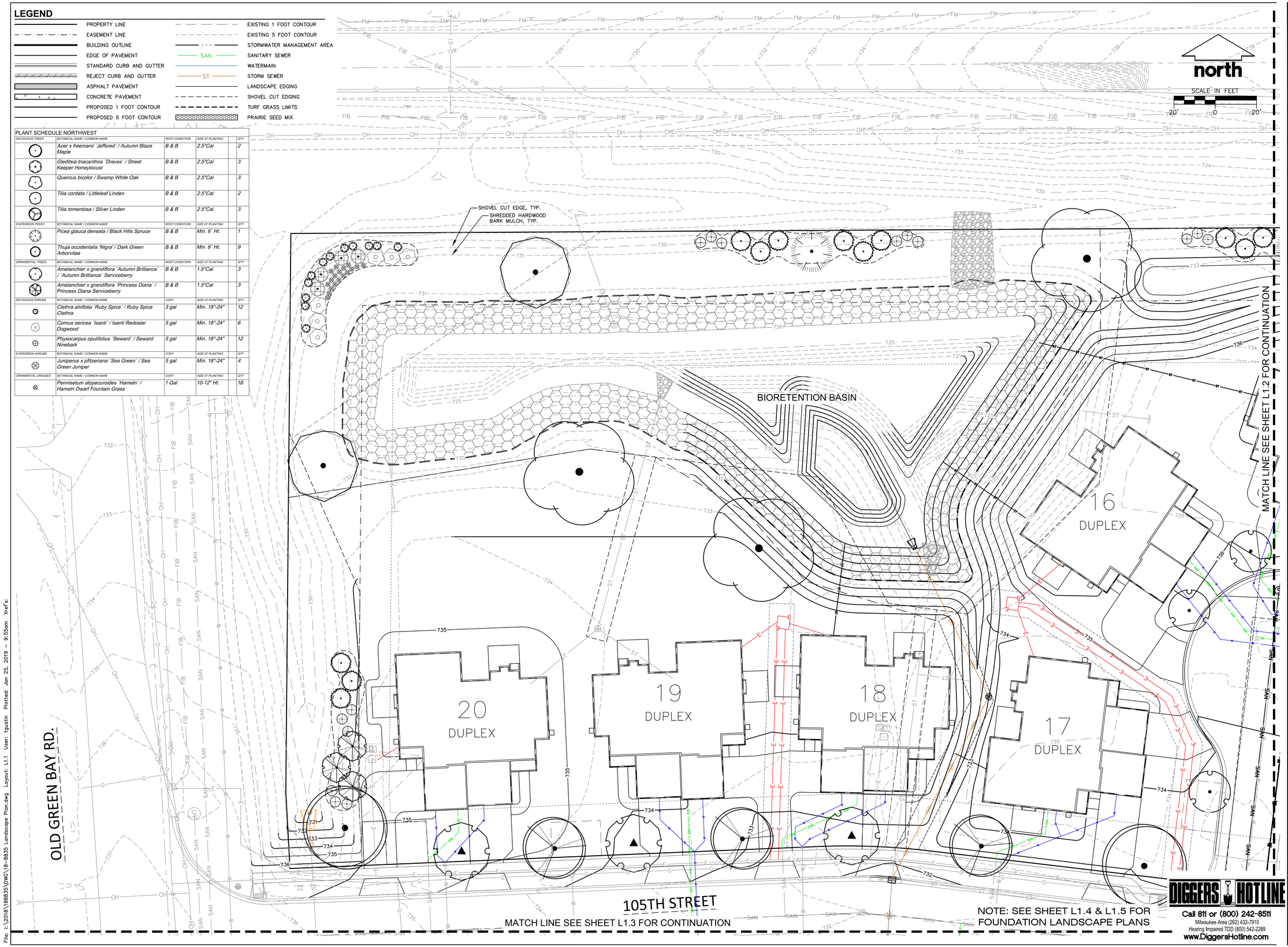
LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SAN — SANITARY SEWER
STANDARD CURB AND GUTTER	WATERMAIN
REJECT CURB AND GUTTER	ST — STORM SEWER
ASPHALT PAVEMENT	LANDSCAPE EDGING
CONCRETE PAVEMENT	SHOVEL CUT EDGING
PROPOSED 1 FOOT CONTOUR	TURF GRASS LIMITS
PROPOSED 5 FOOT CONTOUR	PRAIRIE SEED MIX

PLANT SCHEDULE NORTHWEST

	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
DECIDUOUS TREES				
	Acer x freemanii `Jeffsred` / Autumn Blaze Maple	B & B	2.5"Cal	2
	Gleditsia triacanthos `Draves` / Street Keeper Honeylocust	B & B	2.5"Cal	3
	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	3
	Tilia cordata / Littleleaf Linden	B & B	2.5"Cal	2
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal	3
EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Picea glauca densata / Black Hills Spruce	B & B	Min. 6` Ht.	1
	Thuja occidentalis `Nigra` / Dark Green Arborvitae	B & B	Min. 6` Ht.	9
ORNAMENTAL TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	1.5"Cal	3
	Amelanchier x grandiflora `Princess Diana` / Princess Diana Serviceberry	B & B	1.5"Cal	3
DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING	QTY
	Clethra alnifolia `Ruby Spice` / Ruby Spice Clethra	3 gal	Min. 18"-24"	12
	Cornus sericea `Isanti` / Isanti Redosier Dogwood	5 gal	Min. 18"-24"	6
	Physocarpus opulifolius `Seward` / Seward Ninebark	5 gal	Min. 18"-24"	12
EVERGREEN SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING	QTY
	Juniperus x pfitzeriana `Sea Green` / Sea Green Juniper	5 gal	Min. 18"-24"	4
ORNAMENTAL GRASSES	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING	QTY
	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	1 Gal	10-12" Ht.	18



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PROJECT:
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PROJECT LOCATION:
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Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
NORTHWEST LANDSCAPE PLAN

SHEET NUMBER:
L1.1

JSD PROJECT NO: 18-8835

File: I:\2018\188835\DWG\18-8835 Landscape Plan.dwg Layout: L1.1 User: tgustin Plotted: Jan 25, 2019 - 9:55am Xref's:

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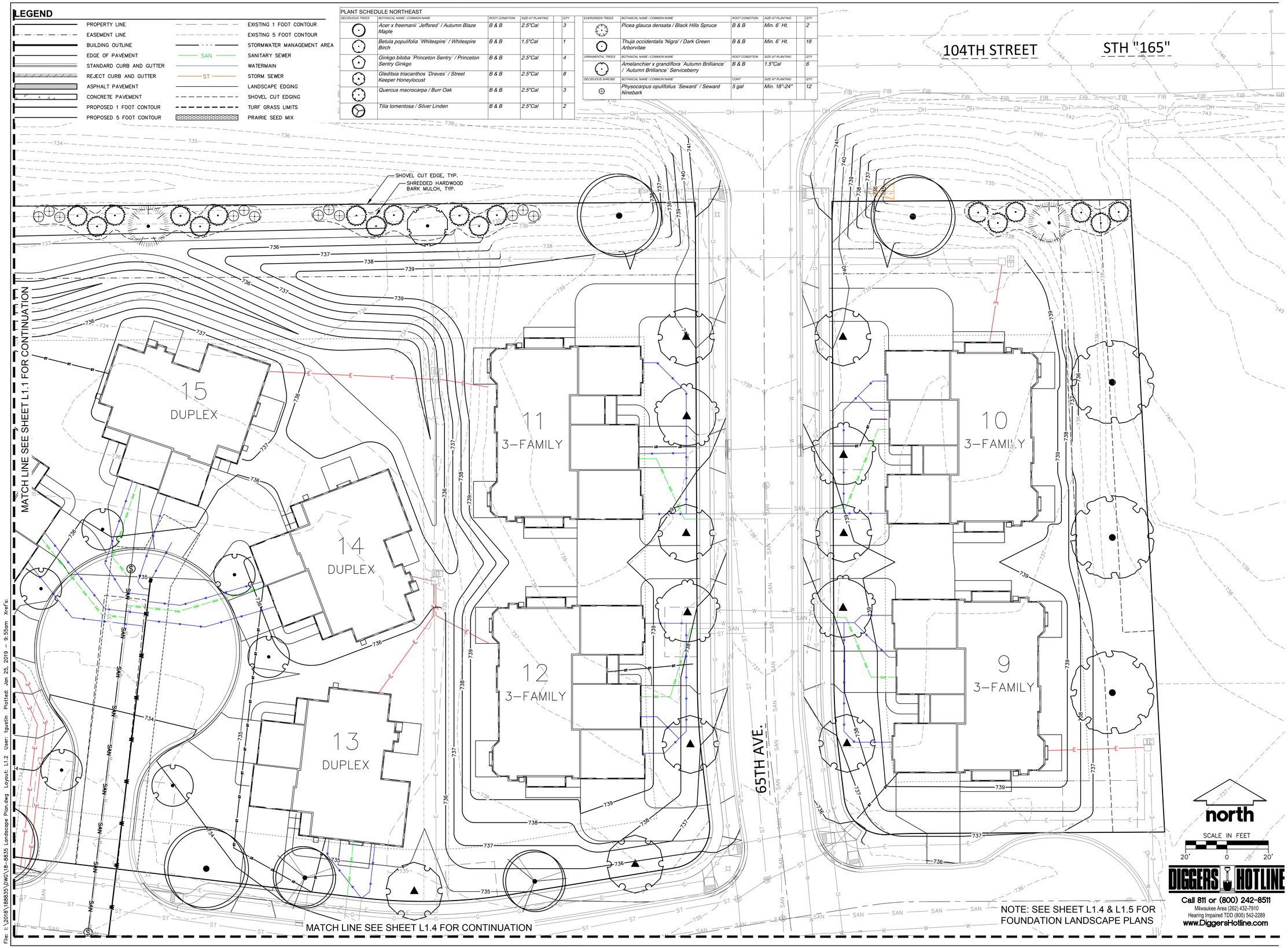
LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SAN — SANITARY SEWER
STANDARD CURB AND GUTTER	WATERMAIN
REJECT CURB AND GUTTER	ST — STORM SEWER
ASPHALT PAVEMENT	LANDSCAPE EDGING
CONCRETE PAVEMENT	SHOVEL CUT EDGING
PROPOSED 1 FOOT CONTOUR	TURF GRASS LIMITS
PROPOSED 5 FOOT CONTOUR	PRAIRIE SEED MIX

PLANT SCHEDULE NORTHEAST

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Acer x freemanii `Jeffsred` / Autumn Blaze Maple	B & B	2.5"Cal	3
	Betula populifolia `Whitespire` / Whitespire Birch	B & B	1.5"Cal	1
	Ginkgo biloba `Princeton Sentry` / Princeton Sentry Ginkgo	B & B	2.5"Cal	4
	Gleditsia triacanthos `Draves` / Street Keeper Honeylocust	B & B	2.5"Cal	8
	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal	3
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal	2

EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Picea glauca densata / Black Hills Spruce	B & B	Min. 6` Ht.	2
	Thuja occidentalis 'Nigra' / Dark Green Arborvitae	B & B	Min. 6` Ht.	18
ORNAMENTAL TREES	**BOTANICAL NAME / COMMON NAME**	**ROOT CONDITION**	**SIZE AT PLANTING**	**QTY**
	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	1.5"Cal	6
DECIDUOUS SHRUBS	**BOTANICAL NAME / COMMON NAME**	**CONT**	**SIZE AT PLANTING**	**QTY**
	Physocarpus opulifolius `Seward` / Seward Ninebark	5 gal	Min. 18"-24"	12



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P. 262.513.0666

CLIENT:
HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
NORTHEAST LANDSCAPE PLAN

SHEET NUMBER:
L1.2

JSD PROJECT NO: 18-8835

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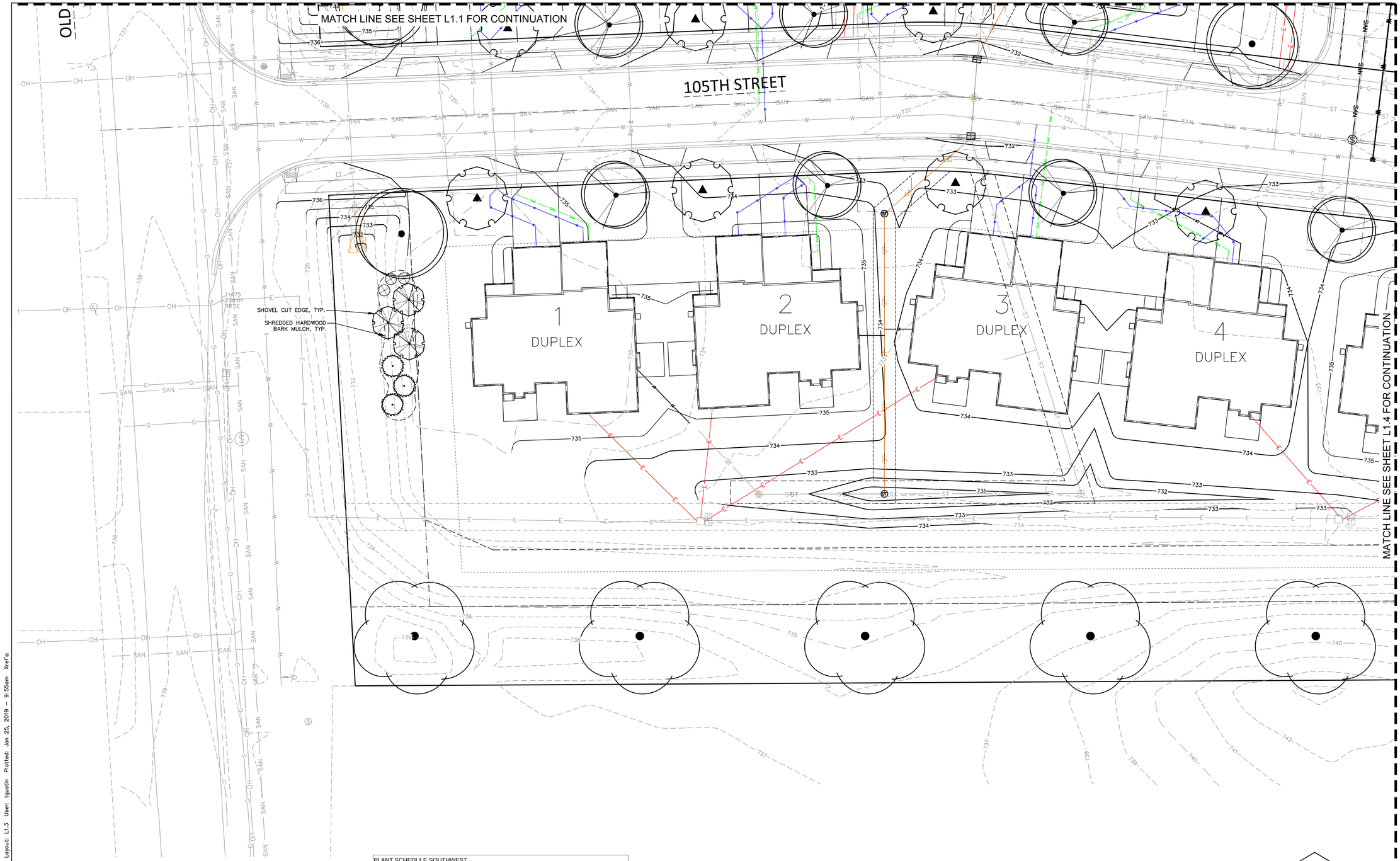

LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SAN — SANITARY SEWER
STANDARD CURB AND GUTTER	WATERMAIN
REJECT CURB AND GUTTER	ST — STORM SEWER
ASPHALT PAVEMENT	LANDSCAPE EDGING
CONCRETE PAVEMENT	SHOVEL CUT EDGING
PROPOSED 1 FOOT CONTOUR	TURF GRASS LIMITS
PROPOSED 5 FOOT CONTOUR	PRAIRIE SEED MIX

PLANT SCHEDULE SOUTHWEST

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	Acer x freemanii `Jeffsred` / Autumn Blaze Maple	B & B	2.5"Cal		1
	Gleditsia triacanthos `Draves` / Street Keeper Honeylocust	B & B	2.5"Cal		4
	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal		5
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal		4
EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	Thuja occidentalis 'Nigra' / Dark Green Arborvitae	B & B	Min. 6` Ht.		3
ORNAMENTAL TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING		QTY
	Amelanchier x grandiflora `Princess Diana` / Princess Diana Serviceberry	B & B	1.5"Cal		3
DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SIZE AT PLANTING		QTY
	Physocarpus opulifolius `Seward` / Seward Ninebark	5 gal	Min. 18"-24"		3

NOTE: SEE SHEET L1.4 & L1.5 FOR FOUNDATION LANDSCAPE PLANS

north

SCALE IN FEET

20' 0 20'

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CLIENT:
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CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

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Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SOUTHWEST LANDSCAPE PLAN

SHEET NUMBER:
L1.3

JSD PROJECT NO: 18-8835

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LEGEND

PROPERTY LINE	EXISTING 1 FOOT CONTOUR
EASEMENT LINE	EXISTING 5 FOOT CONTOUR
BUILDING OUTLINE	STORMWATER MANAGEMENT AREA
EDGE OF PAVEMENT	SAN — SANITARY SEWER
STANDARD CURB AND GUTTER	WATERMAIN
REJECT CURB AND GUTTER	ST — STORM SEWER
ASPHALT PAVEMENT	LANDSCAPE EDGING
CONCRETE PAVEMENT	SHOVEL CUT EDGING
PROPOSED 1 FOOT CONTOUR	TURF GRASS LIMITS
PROPOSED 5 FOOT CONTOUR	PRAIRIE SEED MIX

PLANT SCHEDULE SOUTHEAST

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Gleditsia triacanthos `Draves` / Street Keeper Honeylocust	B & B	2.5"Cal	5
	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	3
	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal	1
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal	2
ORNAMENTAL TREES	BOTANICAL NAME / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	QTY
	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	1.5"Cal	2

NOTE: SEE SHEET L1.4 & L1.5 FOR FOUNDATION LANDSCAPE PLANS

north

SCALE IN FEET

20' 0 20'

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HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
SOUTHEAST LANDSCAPE PLAN

SHEET NUMBER:
L1.4

JSD PROJECT NO: 18-8835

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Green Bay Trail
2-Family Condo
Pleasant Prairie, WI

January 16, 2019

Scale 1" = 10'

Drawn By: Traci H
Grassman Lawn Service, Inc.

2-FAMILY (DUPLEX) FOUNDATION LANDSCAPE PLAN

PROVIDED BY GRASSMAN LAWN SERVICE, INC.

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CLIENT:
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CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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PLAN MODIFICATIONS:

#	Date:	Description:

Design/Drawn:	PSM
Approved:	RWI
PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
FOUNDATION LANDSCAPE PLAN

SHEET NUMBER:
L1.5

JSD PROJECT NO: 18-8835

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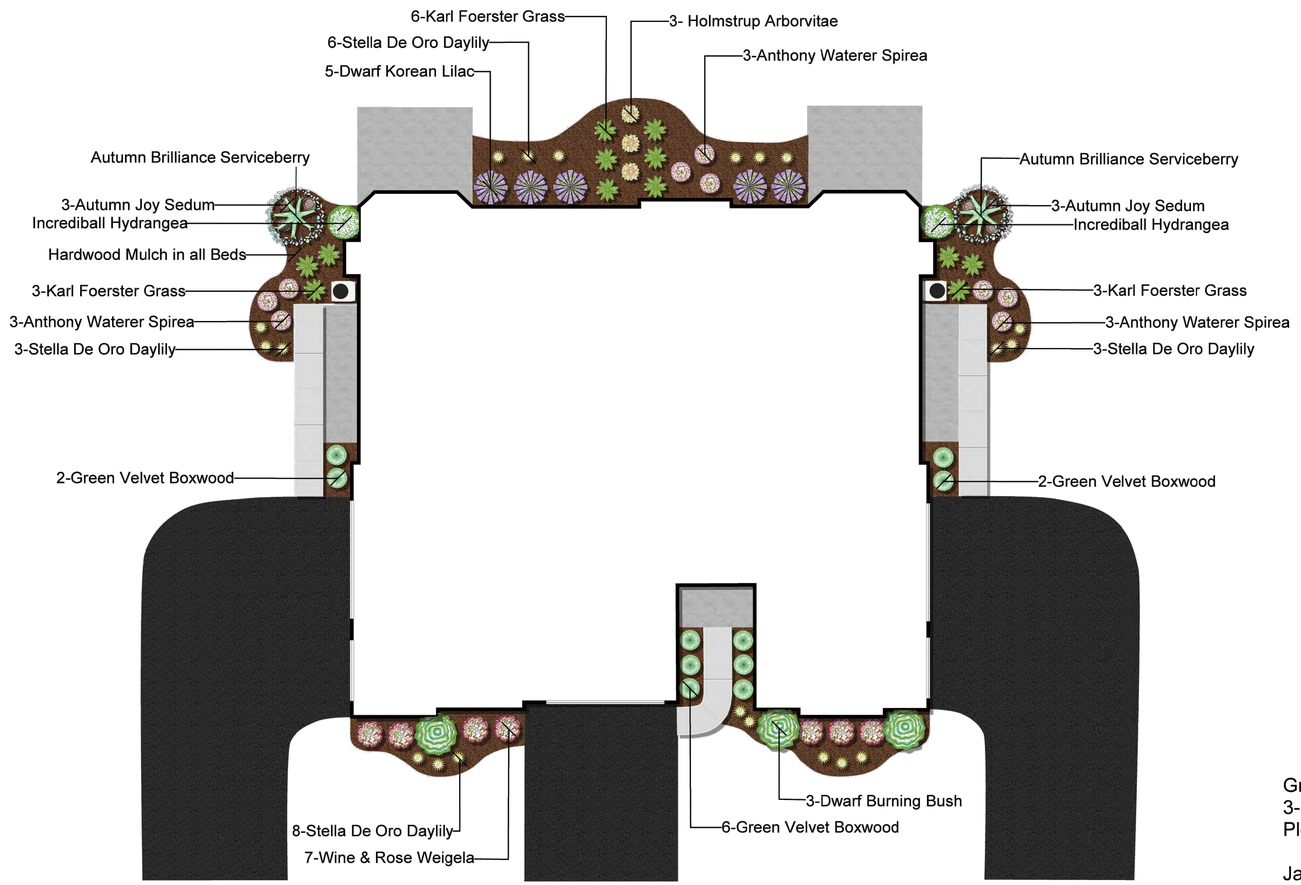

Green Bay Trail
3-Family Condo
Pleasant Prairie, WI

January 16, 2019

Scale: 1"=10'

Drawn By: Traci H
Grassman Lawn Service, Inc.

3-FAMILY (TRI-PLEX) FOUNDATION LANDSCAPE PLAN

PROVIDED BY GRASSMAN LAWN SERVICE, INC.

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CLIENT:
HARPE DEVELOPMENT

CLIENT ADDRESS:
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

PROJECT:
GREEN BAY TRAIL CONDOMINIUMS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

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#	Date:	Description:

Design/Drawn:	PSM
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PRELIMINARY PLAN SUBMITTAL	01-25-19

SHEET TITLE:
FOUNDATION LANDSCAPE PLAN

SHEET NUMBER:
L1.6

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Green Bay Trail Luxury Condominiums

GREEN BAY TRAILS EXTERIOR COLOR SELECTIONS

Building 1

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 2

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 3

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Gray Slate
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #826 - Moonrock	**Window Trim:**	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 4

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 5

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Iron Gray
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #821 - Sandalwood	**Window Trim:**	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 6

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #809 - Rustic Cedar	**Window Trim:**	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 7

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Night Gray
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #820 - Vintage Taupe	**Window Trim:**	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 8

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #809 - Rustic Cedar	**Window Trim:**	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 9

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 10

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Iron Gray
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #821 - Sandalwood	**Window Trim:**	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 11

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Custom Color #6187 Rosemary
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #804 - Vanilla Bean	**Window Trim:**	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 12

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 13

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Gray Slate
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #826 - Moonrock	**Window Trim:**	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 14

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Aged Pewter
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Steinhaus Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 15

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Cobblestone
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #822 - Harvest Wheat	**Window Trim:**	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 16

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Night Gray
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #820 - Vintage Taupe	**Window Trim:**	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 17

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Custom Color #6187 Rosemary
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #804 - Vanilla Bean	**Window Trim:**	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 18

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Iron Gray
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #821 - Sandalwood	**Window Trim:**	LP - White
Stone:	Dutch Quality - Sienna Stack Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 19

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Night Gray
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #820 - Vintage Taupe	**Window Trim:**	LP - White
Stone:	Dutch Quality - Elkwood Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

Building 20

Roof:	Owens Corning - Driftwood	**Siding:**	James Hardie - Custom Color #6187 Rosemary
Windows:	Alliance SH White w/ Prairie Grids	**Soffit/Fascia:**	Aluminum - White
Shake:	Foundry #804 - Vanilla Bean	**Window Trim:**	LP - White
Stone:	Dutch Quality - Fallbrook Weather Ledge	**Column Paint:**	White
Front Door:	Stained American Walnut	**Garage Doors:**	White - Short Panel

focus on energy
Partnering with Wisconsin utilities

ARCHITECTURAL ROOF W/ METAL VALLEYS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

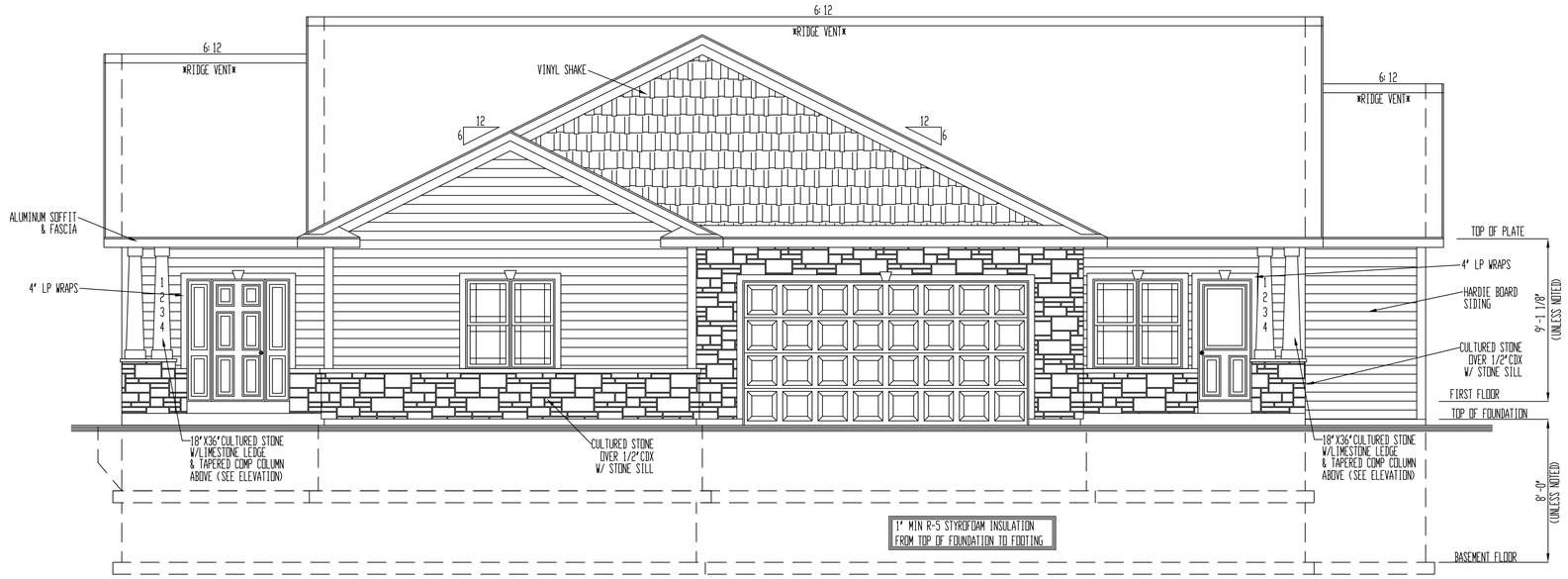
9' HIGH WALLS- UNLESS NOTED

R-50 BLOWN-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS

FOCUS N ENERGY NOTES:

1. HOME MUST BE MINIMUM 10% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM DWELLING CODE STANDARDS
2. AIR TIGHTNESS (.20 TOTAL BUILDING SHELL AREA IN SQ.FT..)
3. SEALED SUMP BASIN/CROCK
4. SEALED PLUMBING ROUGH-IN THROUGH BASEMENT FLOOR (MUST BE AIR TIGHT)
5. FULL COVERAGE FOUNDATION INSULATION R5 (1" FOAM BOARD MIN.)
6. WHOLE HOUSE VENTILATION (ASHARE 62-2)(A FAN IN CENTRAL BATH) 110 CFM FOR WHOLE HOUSE FAN, w/ 6" METAL DUCT 80 CFM IN ANY ADDITIONAL BATHROOMS. 4" METAL DUCT
7. WATER HEATER MUST BE POWER VENTED OR CLOSED COMBUSTION WITH EF EQUAL TO OR GREATER THAN .67.
8. FURNACE MUST BE CLOSED COMBUSTION, INTAKE AND EXHAUST VENT DIRECTLY TO EXTERIOR OF BUILDING
9. FIREPLACE DIRECT VENT/ INTAKE CLOSED COMBUSTION AIR INTAKE CONNECTED DIRECTLY TO EXTERIOR OF BUILDING.
10. INSULATED AND GASKETED ATTIC ACCESS HATCH IN BUILDING, MUST HAVE A MIN. OF R-20 INSULATION ATTACHED TO BACK OF HATCH AND A FOAM GASKET TO FORM AIR SEAL BETWEEN HATCH AND FRAMED OPENING TO HOUSE.



FRONT ELEVATION

SCALE: 1/4"=1'-0"

LEGAL NOTE:

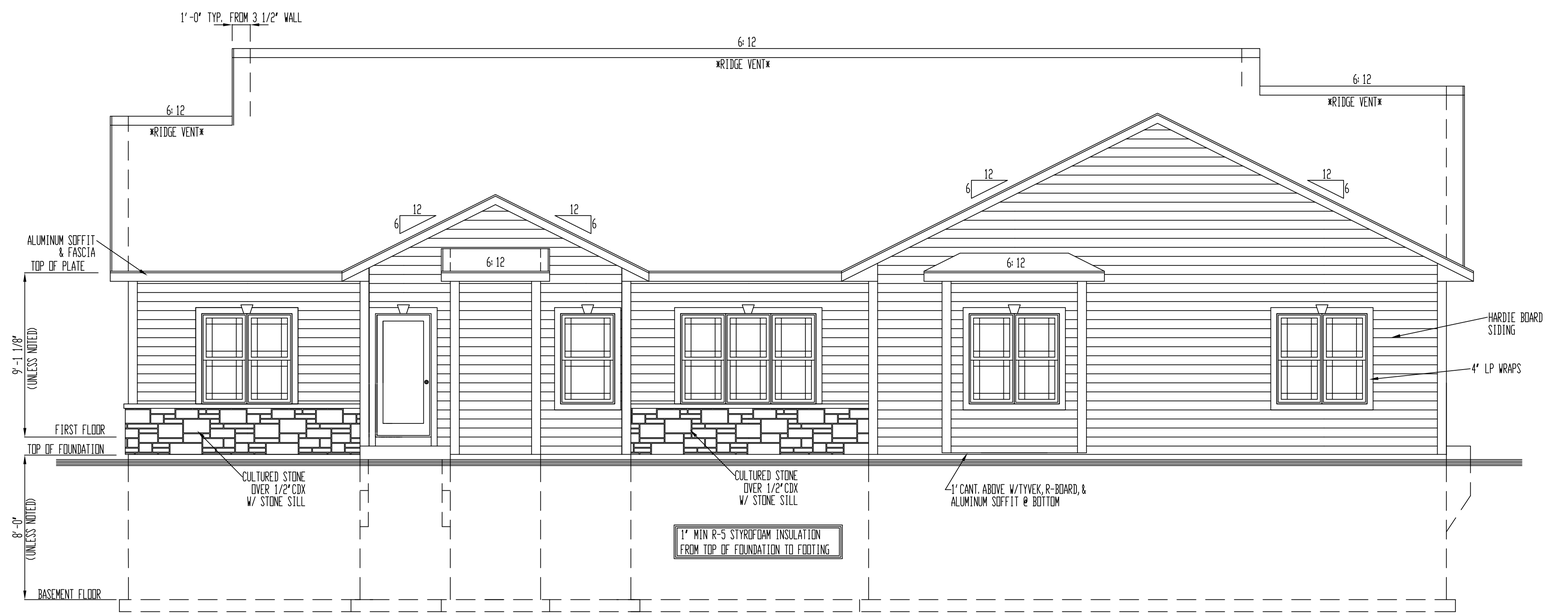
THE ATTACHED BLUEPRINTS ARE STRICTLY A REPRESENTATION OF THE PROPOSED STRUCTURE TO BE BUILT; THE ACTUAL STRUCTURE MAY VARY IN APPEARANCE DUE TO THE CONSTRUCTION METHODS USED. THESE PLANS ARE GUARANTEED TO BE TRUE AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND UNDERSTANDING. THE DESIGNER OF THESE PLANS CAN NOT BE HELD RESPONSIBLE FOR ANY MONETARY LOSS INCURRED AS A RESULT OF ANY NEGLIGENT PRACTICES BY OTHERS.

X_____ / /
X_____ / /

SPECIAL NOTE:

THE BUYER(S) ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION; DEVIATIONS MAY OCCUR FROM THE PRINT.
THEREFORE, THE BUILDER RESERVES THE RIGHT TO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FIXTURES (I.E. HVAC, PLUMBING, ELEC, AND DOWNSPOUTS.)

X_____ / /
X_____ / /



REAR ELEVATION

SCALE: 1/4"=1'-0"

ROUGH CARPENTER NOTE:

1. NOTE LOCATION OF TOILET AND R.V. PIPE DO NOT PLACE FLOOR JOISTS DIRECTLY IN THIS AREA. ALLOW 6" TO THE CENTER ON BOTH SIDES AND 13" FROM THE WALL FOR THE TOILET AND 5" TO THE CENTER ON BOTH SIDES OF THE R.V. PIPE.
2. ALL EXTERIOR OPENINGS (WINDOWS,DOORS,ETC.) ON THE FIRST FLOOR ARE TO BE A MINIMUM OF (2) 2"X12" HEADERS, UNLESS IT IS OTHERWISE NOTED AS SUCH ON THE PLAN. ALL EXTERIOR OPENINGS ON THE SECOND FLOOR UP TO A 6'0" SPAN ARE TO BE A MINIMUM OF (2) 2"X12" HEADERS, ANY (BEARING) OPENING ON FIRST OR SECOND FLOOR OVER 6'0" SPAN ARE TO BE A MINIMUM OF 2-PLY MICROLAM HEADERS AS NOTED PER THE PLAN.
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4. ALL DIMENSIONS SHOWN ON THE PLAN ARE FOR ROUGH DIMENSIONS, THESE ARE FROM THE FACE OF THE STUD TO THE FACE OF THE STUD.
5. ALL INTERIOR HEADERS ON NON-BEARING WALLS ARE TO BE LADDER HEADERS (SEE DEATAIL), ALL BEARING WALLS WILL BE NOTED AS TO THE SIZE ON THE PLAN.
6. METAL WINDBRACING IS TO BE USED AT ALL EXTERIOR CORNERS WHERE SUITABLE, EXCLUDING WHERE OSB IS SUBSTITUTED, R-BOARD IS TO BE INSTALLED ON REMAINING WALLS
7. 7/16" O.S.B. IS TO BE USED ONLY ON GARAGE EXTERIOR WALLS, ALL GABLE ENDS, FIREPLACE CHASES AND ALL HANGING WINDOW BOXES.NAILED W/ 8/CC 8" TO 10" O.C.
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RESIDENCE CUSTOM DESIGNED FOR:

GREEN BAY TRAIL
CUSTOM DUPLEX
PLEASANT PRAIRIE, WI

8501 75th St., Suite H
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O: 262-694-1677
www.HarpeDevelopment.com

HARPE DEVELOPMENT

REVISIONS:
1/21/19-REVISED PER P.P. COMMENTS, ADDED STONE, ETC.

DRAWN BY: P. A.	SHEET: 1 OF 4
DATE: 12/10/18	
SCALE: 1/4"=1'-0"	

R-21 SPRAY FOAM JOIST ENDS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

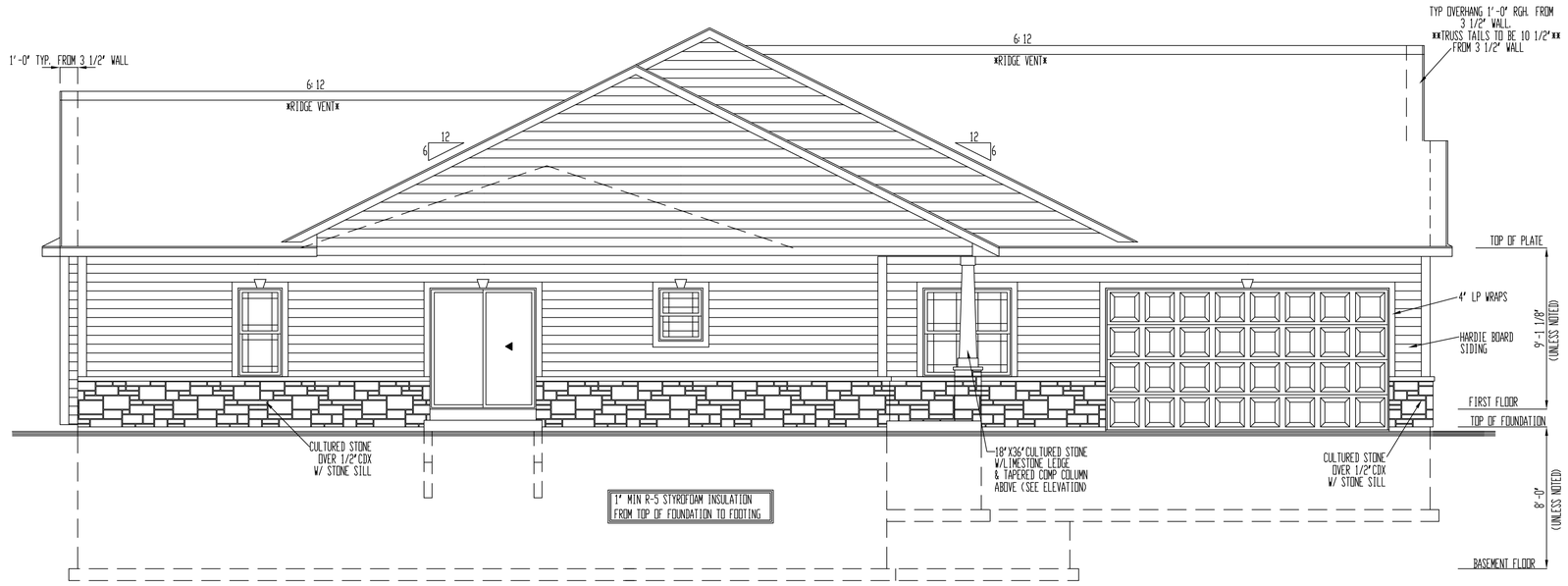
R-50 BLOWN-IN ATTIC INSULATION

9' HIGH WALLS- UNLESS NOTED

CONTINUOUS RIDGE VENT (PER PLAN)

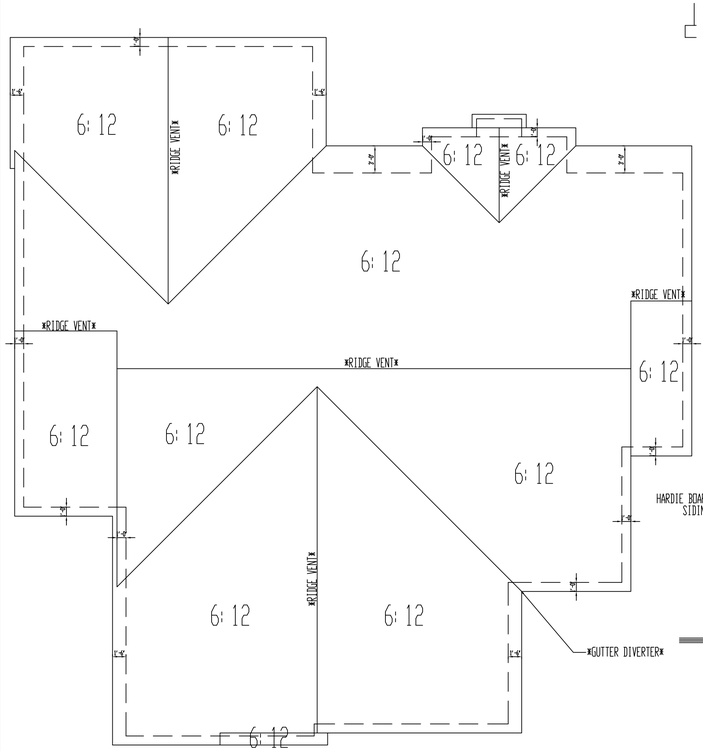
ARCHITECTURAL ROOF W/ METAL VALLEYS

ICE & WATER BARRIER IN ALL VALLEYS, EAVES AND ROOF TO WALL AREAS



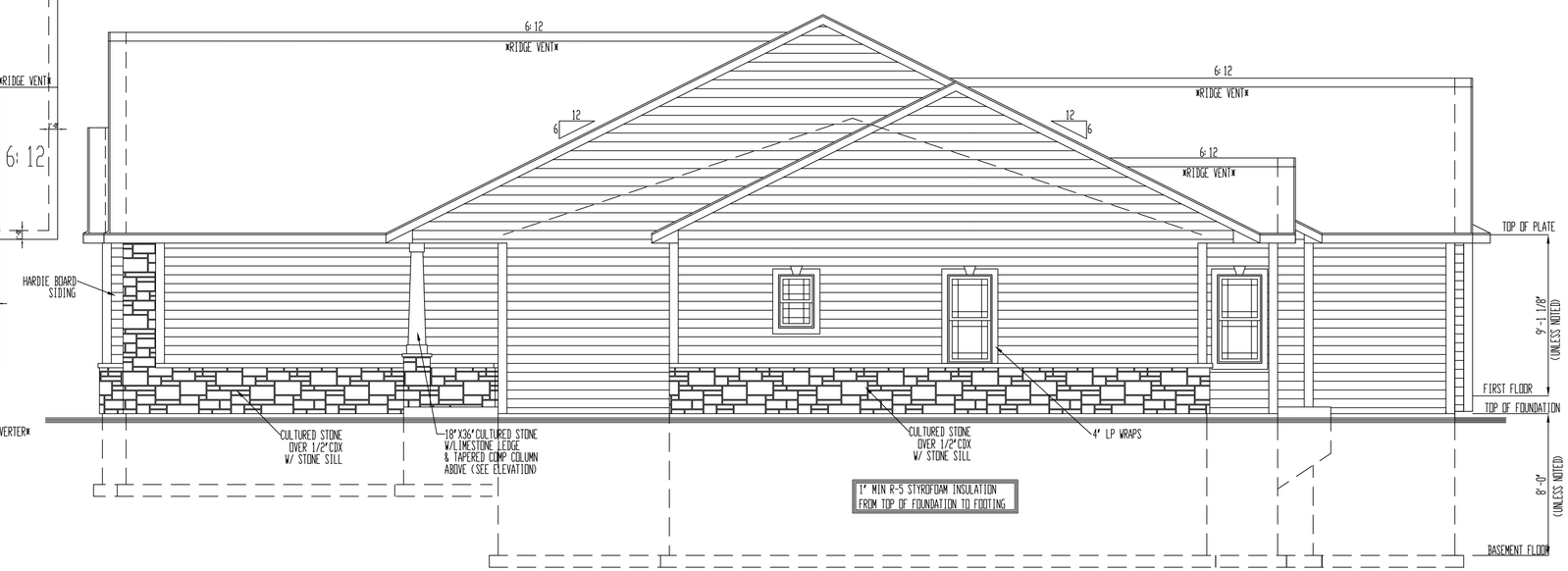
LEFT ELEVATION

SCALE: 1/4"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

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HARPE DEVELOPMENT

REVISIONS:

DRAWN BY: P. A.	SHEET: 2 OF 4
DATE:	
SCALE: 1/4"=1'-0"	

focus on energy
Partnering with Wisconsin utilities

ARCHITECTURAL ROOF W/ CLOSED VALLEYS

ALLIANCE SINGLE-HUNG WINDOWS
DRYWALL RETURNS W/ WOOD SILLS

HOUSEWRAP ENTIRE BUILDING

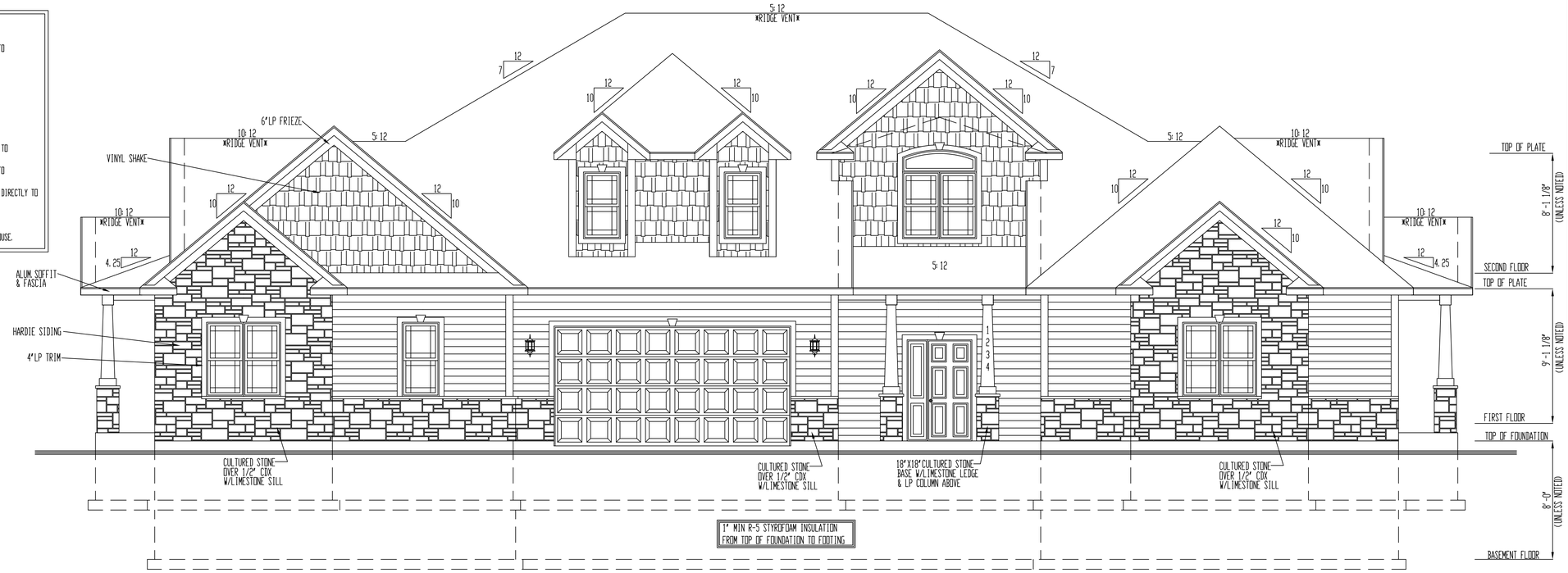
9' HIGH WALLS- UNLESS NOTED

R-50 BLOWN-IN ATTIC INSULATION

R-21 SPRAY FOAM JOIST ENDS

FOCUS N ENERGY NOTES:

1. HOME MUST BE MINIMUM 10% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM DWELLING CODE STANDARDS
2. AIR TIGHTNESS (.20 TOTAL BUILDING SHELL AREA IN SQ.FT..)
3. SEALED SUMP BASIN/CROCK
4. SEALED PLUMBING ROUGH-IN THROUGH BASEMENT FLOOR (MUST BE AIR TIGHT)
5. FULL COVERAGE FOUNDATION INSULATION R5 (1" FOAM BOARD MIN.)
6. WHOLE HOUSE VENTILATION (ASHARE 62-2)(A FAN IN CENTRAL BATH) 110 CFM FOR WHOLE HOUSE FAN, w/ 6" METAL DUCT 80 CFM IN ANY ADDITIONAL BATHROOMS. 4" METAL DUCT
7. WATER HEATER MUST BE POWER VENTED OR CLOSED COMBUSTION WITH EF EQUAL TO OR GREATER THAN .67.
8. FURNACE MUST BE CLOSED COMBUSTION, INTAKE AND EXHAUST VENT DIRECTLY TO EXTERIOR OF BUILDING
9. FIREPLACE DIRECT VENT/ INTAKE CLOSED COMBUSTION AIR INTAKE CONNECTED DIRECTLY TO EXTERIOR OF BUILDING.
10. INSULATED AND GASKETED ATTIC ACCESS HATCH IN BUILDING, MUST HAVE A MIN. OF R-20 INSULATION ATTACHED TO BACK OF HATCH AND A FOAM GASKET TO FORM AIR SEAL BETWEEN HATCH AND FRAMED OPENING TO HOUSE.



FRONT ELEVATION
SCALE: 1/4"=1'-0"

LEGAL NOTE:
THE ATTACHED BLUEPRINTS ARE STRICTLY A REPRESENTATION OF THE PROPOSED STRUCTURE TO BE BUILT; THE ACTUAL STRUCTURE MAY VARY IN APPEARANCE DUE TO THE CONSTRUCTION METHODS USED. THESE PLANS ARE GUARANTEED TO BE TRUE AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND UNDERSTANDING. THE DESIGNER OF THESE PLANS CAN NOT BE HELD RESPONSIBLE FOR ANY MONETARY LOSS INCURRED AS A RESULT OF ANY NEGLIGENT PRACTICES BY OTHERS.

X_____ / /
X_____ / /

SPECIAL NOTE:

THE BUYER(S) ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION; DEVIATIONS MAY OCCUR FROM THE PRINT.
THEREFORE THE BUILDER RESERVES THE RIGHTTO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FIXTURES (I.E. HVAC, PLUMBING, ELEC, AND DOWNSPOUTS.)

X_____ / /
X_____ / /

REAR ELEVATION
SCALE: 1/4"=1'-0"

ROUGH CARPENTER NOTE:

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HARPE DEVELOPMENT

REVISIONS:
1/15/19-CHANGES TO ELEVATIONS PER P.P. COMMENTS

DRAWN BY: P. A.	SHEET: 1 OF 5
DATE: 12/10/18	
SCALE: 1/4"=1'-0"	

R-21 SPRAY FOAM JOIST ENDS

ALLIANCE SINGLE-HUNG WINDOWS
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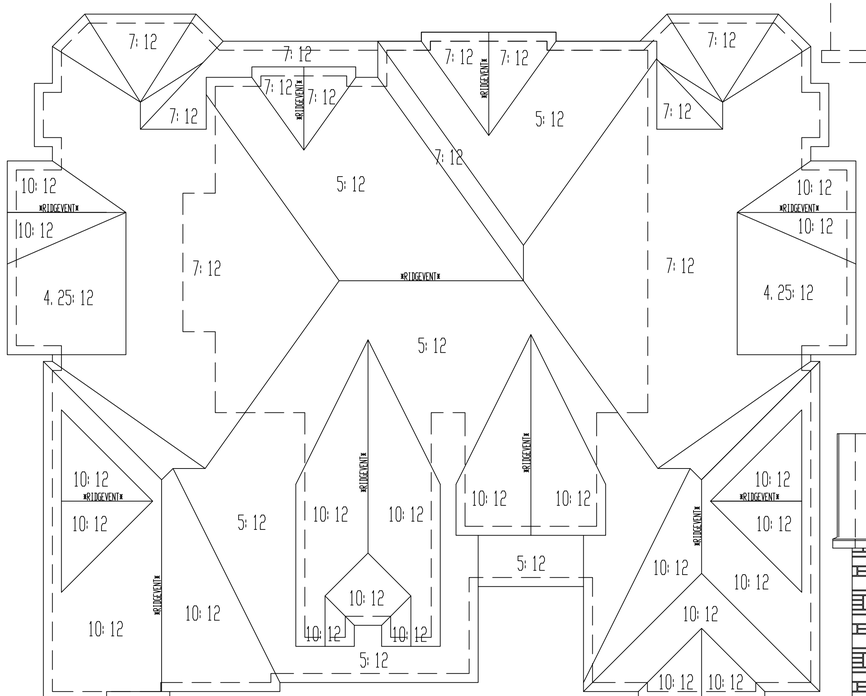
ARCHITECTURAL ROOF W/ CLOSED VALLEYS

ICE & WATER BARRIER IN ALL VALLEYS, EAVES AND ROOF TO WALL AREAS

LEFT ELEVATION

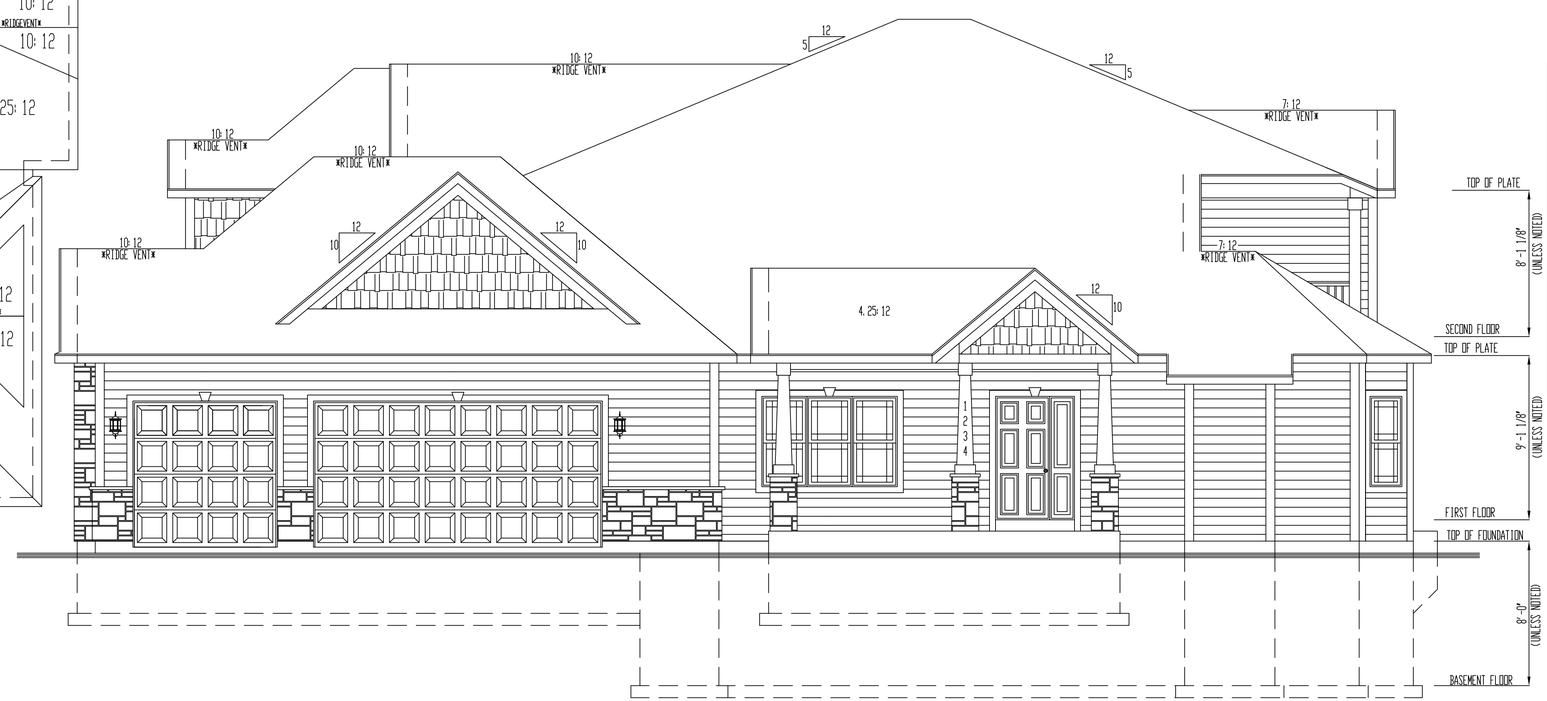
SCALE: 1/4"=1'-0"



ROOF NOTES:
- ROOF TO BE COMPOSED OF PRE-ENGINEERED TRUSSES @ 24" O.C.
- ALL TRUSS CLIPS AND HANGERS TO BE SUPPLIED BY TRUSS MANUFACTURER.
- ALL CLIPS AND HANGERS TO MEET OR EXCEED REQUIREMENTS OF THE WISCONSIN U.D.C.

ROOF PLAN

SCALE: 1/8"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

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HARPE DEVELOPMENT

REVISIONS:

DRAWN BY: P. A.	SHEET: 2 OF 5
DATE:	
SCALE: 1/4"=1'-0"	

B. **PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #19-06 FOR AN AMENDMENT TO THE VILLAGE COMPREHENSIVE PLAN** for the request of Dan Szczap, agent on behalf of Mills Holdings LLC, owners of the properties (approximately 560 acres) generally located between 91st and 104th Streets and west of Sheridan Road for the proposed Barnes Prairie Wetland Mitigation Bank project. Specifically the Village 2035 Land Use Plan Map 9.9 is proposed to be amended by changing the Commercial, Low-Medium Density Residential, Governmental and Institutional, Neighborhood Park and Urban Reserve land use designations to the Park, Recreation and Other Open Space Lands. All other land uses including Primary Environmental Corridor, Isolated Natural Resources and wetland and floodplain areas will remain unchanged. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

Recommendation: Village staff recommends that the Plan Commission approve Resolution #19-06 and recommends that the Village Board approve the Comprehensive Plan Amendment as presented in the February 25, 2019 Village Staff Report.

C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AMENDMENTS** for the request of Dan Szczap, agent on behalf of Mills Holdings LLC, owners of the properties (approximately 560 acres) generally located between 91st and 104th Streets and west of Sheridan Road for the proposed Barnes Prairie Wetland Mitigation Bank project. Specifically, to rezone the properties from the R-5 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District, R-4 (AGO), Urban Single Family Residential District with a General Agricultural Overlay District; R-5 (UHO), Urban Single Family Residential District with a Urban Landholding Overlay District; B-2, Community Commercial District; and C-2, Upland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District. The lands currently zoned C-1, Lowland Resource Conservancy District and FPO, Floodplain Overlay District will remain unchanged.

Recommendation: Village staff recommends that the Plan Commission approve the **Zoning Map Amendments** as presented in the February 25, 2019 Village Staff Report.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME; HOWEVER, SEPARATE ACTIONS ARE REQUIRED.

CODE1901-003
CODE1901-004

VILLAGE STAFF REPORT OF FEBRUARY 25, 2019

CONSIDERATION OF PLAN COMMISSION RESOLUTION #19-06 FOR AN AMENDMENT TO THE VILLAGE COMPREHENSIVE PLAN for the request of Dan Szczap, agent on behalf of Mills Holdings LLC, owners of the properties (approximately 560 acres) generally located between 91st and 104th Streets and west of Sheridan Road for the proposed Barnes Prairie Wetland Mitigation Bank project. Specifically the Village 2035 Land Use Plan Map 9.9 is proposed to be amended by changing the Commercial, Low-Medium Density Residential, Governmental and Institutional, Neighborhood Park and Urban Reserve land use designations to the Park, Recreation and Other Open Space Lands. All other land uses including Primary Environmental Corridor, Isolated Natural Resources and wetland and floodplain areas will remain unchanged. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

CONSIDERATION OF A ZONING MAP AMENDMENTS for the request of Dan Szczap, agent on behalf of Mills Holdings LLC, owners of the properties (approximately 560 acres) generally located between 91st and 104th Streets and west of Sheridan Road for the proposed Barnes Prairie Wetland Mitigation Bank project. Specifically, to rezone the properties from the R-5 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District, R-4 (AGO), Urban Single Family Residential District with a General Agricultural Overlay District; R-5 (UHO), Urban Single Family Residential District with a Urban Landholding Overlay District; B-2, Community Commercial District; and C-2, Upland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District. The lands currently zoned C-1, Lowland Resource Conservancy District and FPO, Floodplain Overlay District will remain unchanged.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME; HOWEVER, SEPARATE ACTIONS ARE REQUIRED.

Mills Holdings LLC is proposing to create a Wisconsin Department of Natural Resources (WI DNR) Commercial Wetland Mitigation Bank to be known as the Barnes Prairie Wetland Mitigation Bank on approximately 560 acres generally located between 91st and 104th Streets and west of Sheridan Road (referred to as the property).

PROPOSED PROJECT: In 2015, Bear Development began initial due diligence studies to analyze the feasibility for a WI DNR Commercial Wetland Mitigation Bank. Through detailed studies of the soil, vegetation and hydrology (occurrence, distribution and properties of surface and subsurface water), they have found the property exhibits the unique characteristics that support the re-establishment and restoration of historical wetlands on the site.

Wetland mitigation banks are restored, enhanced or created wetlands whose purpose is to offset unavoidable impacts to existing wetlands. A bank can be located on land that historically supported wetlands or currently holds degraded wetlands. The property in question exhibits both features.

Proposed Habitat Communities: The proposed Barnes Prairie Mitigation Bank is divided into the following Restoration/Community Types:

- **Sedge Meadow Enhancement:** Sedge meadows are dominated by grass-like plants called sedges. A majority of wetland areas associated with the South Branch of Barnes Creek are proposed to be enhanced as sedge meadow habitat. Selective clearing of bordering woodland areas will decrease canopy cover along the creek allowing for establishment of this herbaceous community, but also allowing diversity for more shade-tolerant species along its edges.

- **Wet to Wet Mesic Prairie Enhancement/Reestablishment:** Wet-mesic prairie is characterized by its tall prairie grasses and forbs occurring on mineral soils in wetland complexes.
- **Shallow Emergent Marsh Enhancement**: Emergent marsh is a shallow-water wetland along the shores of lakes and streams characterized by emergent narrow- and broad-leaved herbs and grass-like plants as well as floating-leaved herbs.
- **Oak Woodland/Openings Enhancement**: Mesic woodlands located along the South Branch of Barnes Creek as well as along the western portion of the site contain quality mature trees including several Oak (Quercus spp.) and Hickory (Carya spp.) species. Clearing of the invasive understory in these areas will allow for enhancement of this community.
- **Mesic Prairie/Grassland Bird Habitat Enhancement**: Areas within current agricultural fields proposed to be restored as mesic prairie will be designed to serve as upland grassland bird habitat.

Habitat Creation: In order to create and reestablish these natural community types, Bear Development proposes the following methods to reestablish hydrology and habitat:

- **West Ditch**: Wetland hydrology will be restored on this site by filling the existing west ditch and disabling of drain tiles throughout the site.
- **Drain Tile Disablement**: A drain tile investigation of the property was completed in December 2016. Drain tiles are spaced throughout the site and drain to either the west ditch or Barnes Creek. Drain tile locations and proposed disablement locations are planned throughout the site.
- **Site Preparation:** Drainage tiles located throughout the project area will be disabled, restoring hydrology to areas currently in agricultural production. Prior to construction, all areas exhibiting coverage by invasive species will be treated prior to planting with appropriate herbicide. Areas currently under agricultural production are considered to have soil and seedbed conditions conducive to broadcast seeding in their current state (following harvest). Agricultural areas will be farmed until work begins to maintain weed-free conditions.
- **Seed Installation**: Mechanical Seeding: Within open field areas, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed.
- **Manual Seeding**: For areas where site conditions preclude the use of specialized equipment, primarily within the woodland and the South Branch of Barnes Creek, seed may be installed through hand broadcasting
- **Invasive Woody Removal:** Work shall be supervised by a certified arborist who is competent at the identification of plant materials to be removed and native species to be preserved. Herbicide to be used for basal applications of cut stumps shall be triclopyr: 3, 5, 6-trichloro-2-pyridinyloxyacetic acid, butoexyethyl ester, trade name Garlon 4 or equivalent. Removal of undesirable woody species shall preferentially occur when ground is frozen.

Post Construction Invasive Species Management

- **Mowing**: Especially during the first 2 growing seasons, planted areas shall be mowed to a height of 6-8 inches at least twice during the early growing season and as needed to control non-native invasive species.

- **Herbicide Application**: Herbicide may be applied in a variety of methods depending on plant community composition and needs.
- **Prescribed Burning:** At the completion of the third growing season controlled burns may be introduced to the planted areas as the primary management tool, but it is dependent on fuel availability and dominance of graminoid species, i.e. grasses and sedges, which is required for successful burning. Trained professionals experienced in the fuel types present shall conduct burning. State and local permits shall be obtained prior to prescribed burning. Prior to a prescribed burn, surrounding property owners as well as local police and fire departments will be notified. A burn plan designating the preferred wind direction and speed, location of firebreaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

Long Term Protection of Barnes Prairie: The site will be protected by recording a conservation easement that includes a land preservation agreement between the Bank Sponsor and the WI DNR. The conservation easement will restrict real estate development, commercial and industrial uses, vehicular uses, agricultural activities, and certain other mutually agreed upon activities. The property will remain the private property of the Bank Sponsor but may be transferred with the conservation easement binding on all future owners. The property owner has the responsibility to monitor future uses of the land to ensure compliance with the conservation easement and to enforce the terms if a violation occurs.

Comprehensive Plan Amendments and Zoning Map Amendments: The petitioner is requesting the following amendments to the Land Use Plan and the Zoning Map to allow the Wetland Bank to be created and remained undeveloped:

1. **Comprehensive Plan Amendments** are proposed to amend the **Village 2035 Land Use Plan Map 9.9** by changing the Commercial, Low-Medium Density Residential, Governmental and Institutional, Neighborhood Park and Urban Reserve land use designations to the Park, Recreation and Other Open Space Lands. All other land uses including Primary Environmental Corridor, Isolated Natural Resources and wetland and floodplain areas will remain unchanged. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.
2. **Zoning Map Amendments** are proposed to rezone the properties from the R-5 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District, R-4 (AGO), Urban Single Family Residential District with a General Agricultural Overlay District; R-5 (UHO), Urban Single Family Residential District with a Urban Landholding Overlay District; B-2, Community Commercial District; and C-2, Upland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District. The lands currently zoned C-1, Lowland Resource Conservancy District and FPO, Floodplain Overlay District will remain unchanged.

VILLAGE STAFF PROJECT CONCERNS / ISSUES:

The proposed Barnes Prairie Wetland Mitigation Bank consists of 403 acres. Approximately 223 acres of the proposed Wetland Bank area (green, blue and purple areas as shown on the *attached* Utility Service Area Map) are considered developable (without the approximately 180 acres of existing wetlands, 100-year floodplain or within an environmental corridor). Of the 223 developable acres, approximately 95 acres (blue and purple areas) that are adjacent to 104th Street (STH 165) are developable with the existing public sewer and water mains already installed within 104th Street (STH 165). The remaining 128 acres (green area exclusive of existing wetlands, 100-year floodplain or within an environmental corridor) could potentially be developed in the center area of the project (green areas) with the extension of additional public utilities.

The Village staff has several areas of concerns that should be considered prior to amending the land use plan and the zoning map. By placing all of the land requested into the C-3 District with the C-1 and FPO areas remaining, it would not allow for any urban development along 104th Street (STH 165). Protection and access to the existing sewer main and manholes that are located within the farm field in the southwest portion of the wetland bank area would not be accessible for maintenance. There would be no future development or looping of 28th and 29th Avenues so they would terminate forever as dead ended roadways. In addition, hunting provisions/ prohibitions within the wetland bank and procedures and requirements for controlled burning for management of the wetland bank area would be a concern.

Sewer Infrastructure: There is existing sanitary sewer main adjacent to the property on 104th Street (STH 165). In addition, there is an existing sewer main that runs through the southwest corner of the property (within the blue area). This area of the property has infrastructure that was installed based on future urban development. If this area goes undeveloped, the sewer line that runs through the farm field will be required to have a gravel access maintenance path to allow access to the utility for maintenance and for access during an emergency and also the manholes would be required to be water proofed. Having this sanitary sewer main and associated manholes within a wetland area that is not accessible is a problem. Relocating this sewer main is likely cost prohibitive due to the size and depth of the sewer combined with grade challenges should the line be relocated to along 104th Street. All sewer special assessments have been paid and there are no unused sanitary sewer laterals to the project area.

Water Infrastructure: There are deferred water assessments on the properties within the wetland bank area.

In 2002, the water main was installed in 104th Street (STH 165) as a Village distribution water line. Currently there is a deferred water assessment for land abutting 104th Street (STH 165) of $46,900 for Tax Parcel Number 92-4-122-244-0410. [Note: Tax Parcel Number 93-4-123-193-0101 abuts both Sheridan Road (STH 32) and 104th Street (STH 165), the land abutting Sheridan Road (STH 32) is not located within the wetland bank so the deferred assessment would be paid if the land on Sheridan Road develops. **Therefore the total deferred water assessment on 104th Street of $46,900 would be unrecoverable/lost if the blue area remained in the wetland bank**.

> [Note: In 2015-2016, the Village designed and constructed a parallel water main along Sheridan Road (STH 32) extending to 7th Avenue. This distribution water main in Sheridan Road (STH 32) serves as the primary corridor that brings water from the City of Kenosha to Pleasant Prairie. The new water main was constructed to ensure that the Village could maintain a safe and uninterrupted supply of water while minimizing the chances of a Village wide problem. This parallel water main was sized at a 16-inch to service both the existing and potential users along this Sheridan Road corridor. The total approximate cost to the Village to install the 16-inch water main in Sheridan Road and 7th Avenue was $207,680. Therefore, the total deferred water assessments for lands owned by the petitioner that abut Sheridan Road (STH 32) of $ 182,562.45 will be paid at such time that the properties are developed.]

Possible Opportunity Costs. There have been several neighborhood plans proposed for this area that have either not been approved or have not been considered by the Village Plan Commission and Village Board including a quarry, a golf course community, a single family development and a mixed housing development (single family, two family and multi-family). Therefore without an approved neighborhood plan the Village staff has made some assumptions based on the current zoning of the land within the wetland bank. The buildable areas of the wetland bank area are zoned R-4 (AGO), Urban Single Family Residential District with a General Agricultural Overlay District. The R-4 District has a minimum lot area of 15,000 square feet. Since there is no neighborhood plan, for planning purposes the Village assumes that 25% of the

buildable land area will be used for roadway and storm water facilities, thus leaving a land area that could be used for lots at 15,000 square feet each. This is represented in the chart below for the blue and purple areas as shown on the Utility Service Area Map.

The lost fees calculated include the one-time sewer connection cost of $1,600 per residential unit; the one-time impact fee of $1,490 per residential unit, average annual utility bill at $1,056 for a single family home and the average annual property taxes at $1,183.78 per single family home.

This chart shows the possible lost revenue; but, it does not represent Village's costs to service the new single family development. However, the Village has changed its roadway construction specifications which likely minimizes the future roadway maintenance costs. Since the Village is not able to increase its tax levy without new development, new development is still encouraged, and a balanced community with residential, commercial and industrial development helps to ensure that the Village can provide services to all developments in the Village.

	Gross Acres	Buildable Area *	Estimated # of DU based on current R-4 (AGO) Zoning*	Sewer Connection Fee of $1,600/unit	Impact Fees of $1,490/ unit	Average Annual Utility Bill** ($1,056/lot)	Annual Property Tax Revenue*** ($1,183.78/lot)	Total Annual Property Taxes Revenue and Utility Bills
Area in Blue	60	45	131	$216,108	$194,811	$138,067	$154,774	$292,841
Area in Purple	35	27	77	$127,404	$114,848	$81,396	$91,245	$172,641
Area in Blue and Purple	95	72	208	$343,512	$309,659	$219,463	$246,019	$465,482

***** Since there is no neighborhood plan, for planning purposes it is estimated that 25% of the buildable area wil be used for public roadways and stormwater facilities. The total number of units is also an estimate based on 15,000 sq ft R-4 sized lots and assuming that the pocket wetlands are filled.

****** $1,056/lot is based on the avearge monthly Village utility bill for a single family home in the Village of $88.

******* $1,183.78/per lot is calculated based on the average home value in the Village of $295,000 multiplied by the Mill Rate of 18.24/1000 of value and the Village's share of 22% of the levied taxes.

The Village staff recommends that the 60 acres shown in blue on the map be excluded from the wetland bank area and be left for development. This would then provide that all existing deferred water assessments could be paid when the land developments ($46,900 on a portion of the property area in blue). The possible opportunity costs lost would then be for the 35 acres shown in purple on the map which would include: $127,404 in sewer connection fees, $114,878 in impact fees and annual costs of $172,641 in lost property tax revenues and utility bills. [Note: Numbers doe not reflect Village service costs).

Right-of-way Dedication: The property located at 9501 29th Avenue at the end of 29th Avenue is not part of the proposed wetland bank and could be further developed with residential units with the extension of 29th Avenue. 28th Avenue is also a long dead-end roadway and the Village would require a turn-around or looped connection prior to future subdivision of 9501 29th Avenue. A looped roadway connecting 28th and 29th Avenues would be required. The landowner has agreed to dedicate a 250 feet by 58 feet wide area be dedicated to the Village for a future looped roadway connection. This area shall not be included within the wetland bank area as shown on the *attached* drawing.

Hunting: The Village staff recommends that the conservation easement should include a restriction that prohibits all forms of gun and bow hunting on the property regardless of ownership and said restriction should run with the land and should not be removed without written approval from the Village. A copy of an irrevocable recorded deed restriction shall be provided to the Village.

Additional Project Plan Concerns: The Village Engineer has reviewed the detailed restoration plans for the wetland bank creation and has several questions. The design engineers and/or scientists shall provide a written response regarding these comments, the evaluations and results prior to the Village issuing the required Erosion Control Permit and Wetland Conservancy Permit:

1. How is the drain tile disablement lateral effects arrived at? Is the lateral effect the distance that ground water will be effected?
2. The design engineers/project scientists shall ensure that drain tile disablement will not affect adjacent developed properties (i.e. ground water elevations at basements, sump pump etc.) due to groundwater rise.
3. The design engineers / project scientists shall ensure that drain tile disablement will not affect upstream properties where tiles extend beyond the wetland bank area onto offsite properties.
4. If the wetland bank area boundaries remains unchanged, then an access maintenance path shall be provided over the sanitary sewer located on the property. The access path shall be 14-feet wide (gravel or asphalt), designed to accommodate a 60,000 pound sewer vac-truck and its turning movements. Each manhole shall be strong sealed and the manhole lids shall be water proofed. In addition, the plans shall be adjusted to eliminate new wetlands within the Village's sanitary sewer access easement areas. Detailed plans and permits shall be submitted prior to this work being completed related to the maintenance path and measures for sealing and water proofing the manholes. Further discussion is warranted as to the sanitary sewer access maintenance path.

RECOMMENDATIONS:

Item B: Village staff recommends that the Plan Commission approve of the **Comprehensive Plan Amendment (PC Res #19-06)** subject to the following conditions:

1. Exclude the roadway dedication as discussed above from the wetland bank area.
2. Exclude the blue area shown on the *attached* map from the wetland bank area. The blue area shall remain in its current land use designations to allow for the residential development and to protect the existing sewer main within the farm field area.
3. A revised legal description and illustration of the wetland bank area shall be submitted to include as an attachment to said Resolution and Ordinance. In addition the wetland bank documents shall be amended prior to being finalized and approved by the WI DNR and ACOE.
4. The wetland bank documents shall be updated and revised to correct the location of the wetland bank area.
5. The design engineers and/or scientists shall provide a written response regarding these comments, the evaluations and results prior to the wetland bank documents being finalized and approved by the WI DNR and ACOE and the Village issuing the required Erosion Control Permit and Wetland Conservancy Permit and:
    a. How is the drain tile disablement lateral effect arrived at? Is the lateral effect the distance that ground water will be effected?
    b. The design engineers/project scientists shall ensure that drain tile disablement will not affect adjacent developed properties (i.e. ground water elevations at basements, sump pump etc.) due to groundwater rise.

c. The design engineers/project scientists shall ensure that drain tile disablement will not affect upstream properties where tiles extend beyond the wetland bank area onto offsite properties.

6. If the wetland bank area boundaries remains unchanged, then an access maintenance path shall be provided over the sanitary sewer located on the property. The access path shall be 14-feet wide (gravel or asphalt), designed to accommodate a 60,000 pound sewer vac-truck and its turning movements. Each manhole shall be strong sealed and the manhole lids shall be water proofed. In addition, the plans shall be adjusted to eliminate new wetlands within the Village's sanitary sewer access easement areas. Detailed plans and permits shall be submitted prior to this work being completed related to the maintenance path and measures for sealing and water proofing the manholes. Further discussion is warranted as to the sanitary sewer access maintenance path.

7. Provide a copy of the recorded warranty deed dedicating the additional right-of-way of the future extension of 29th Avenue shall be provided to the Village. There shall be no mortgages, liens or encumbrances on the land dedicated to the Village.

8. Provide a copy of an irrevocable recorded deed restriction related to no hunting in the wetland bank area as discussed above shall be provided to the Village.

9. The lot lines shall be adjusted so that the entire wetland bank is located on one common property.

Item C: Since the Zoning Map shall be consistent with the Village Comprehensive Land Use Plan, the Village staff recommends that the Plan Commission approve of the **Zoning Map Amendment** to rezone all portions of the properties requested except for the blue area as shown on the map which will not be rezoned. Furthermore, the Zoning Map Amendment shall not become effective until the Comprehensive Plan amendment conditions are satisfied and a new legal description is provided to the Village as an attachment to the Zoning Ordinance.

VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION
RESOLUTION #19-06
TO AMEND THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN

WHEREAS, on December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* (Comprehensive Plan); and

WHEREAS, the 2035 Comprehensive Land Use Plan Map 9.9, which has amendment sets forth that the generalized land use designations of the Village shall be consistent with other components of the Comprehensive Plan including the Village Zoning Map; and

WHEREAS, Mills Holdings LLC are proposing to create a wetland mitigation bank to be known as the Barnes Prairie Wetland Mitigation Bank on approximately 560 acres of land generally located between 91st and 104th Street and west of Sheridan Road, located is U.S. Public Land Survey Section 24, Township 1 North, Range 22 East and Sections 18 and 19, Township 1 North, Range 23 East and in the Village of Pleasant Prairie and further identified as all or parts of Tax Parcel Numbers: 92-4-122-241-0100; 92-4-122-241-0300; 92-4-122-241-0325; 92-4-122-244-0410; 93-4-123-183-0501; 93-4-123-183-0600; 93-4-123-183-0610; 93-4-123-183-0620; 93-4-123-192-0101; 93-4-123-192-0110; 93-4-123-192-0120; 93-4-123-192-0150; 93-4-123-193-0101; and

WHEREAS, through detailed studies of the soil, vegetation and hydrology (occurrence, distribution and properties of surface and subsurface water), they have found the project area exhibits the unique characteristics that support the re-establishment and restoration of historical wetlands on the site (See *Exhibit 1* for a Project Summary). Wetland mitigation banks are restored, enhanced or created wetlands whose purpose is to offset unavoidable impacts to existing wetlands. A bank can be located on land that historically supported wetlands or currently holds degraded wetlands. The properties exhibit both features; and

WHEREAS, as a result of the project, the 2035 Land Use Plan Map 9.9 is proposed to be amended as shown on *Exhibit 2* to change the Commercial, Low-Medium Density Residential, Governmental and Institutional, Neighborhood Park and Urban Reserve land use designations to the Park, Recreation and Other Open Space Lands. All other land uses including Primary Environmental Corridor, Isolated Natural Resources and wetland and floodplain areas will remain unchanged; and

WHEREAS, on January 25, 2019 the required 30-day notice was published in the Kenosha News and notices were sent to property owners within 300 feet for the January 25, 2019 and a corrected notice was sent on January 29, 2019 regarding the public hearing to be held by the Village Plan Commission.

NOW THEREFORE, BE IT RESOLVED, that pursuant to Sections 62.23 (3) (b) and 66.1001 (4) (b) of the Wisconsin Statutes, the Village of Pleasant Prairie Plan Commission hereby recommends approval of the following amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan:

1. The Village 2035 Land Use Plan Map 9.9 is being amended as shown on *Exhibit 2* to change the Commercial, Low-Medium Density Residential, Governmental and Institutional, Neighborhood Park and Urban Reserve land use designations to the Park, Recreation and Other Open Space Lands. All other land uses including Primary Environmental Corridor, Isolated Natural Resources and wetland and floodplain areas will remain unchanged. **NOTE THAT A REVISED EXHIBIT 2 SHALL BE SUBMITTED PER VILLAGE STAFF RECOMMENDATIONS IN THE FEBRUARY 25, 2019 VILLAGE STAFF REPORT.**

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.

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Village Board enact an Ordinance adopting said amendments, as referenced above, to the *Village of Pleasant Prairie 2035 Comprehensive Plan*.

Adopted this 25th day of February 2019.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
Michael J. Serpe
Plan Commission Chairman

_____
James Bandura
Secretary

Date Posted: _____

06-Comp Plan Amend- LU amend-Barnes Prairie Wetland Bank
CODE1901-003

Barnes Prairie Commercial Wetland Mitigation Bank
Project Narrative

Mills Holding, LLC is the record owner of approximately 560 acres of vacant land in the southeast quadrant of the Village of Pleasant Prairie. The land is generally located west of STH 32 (Sheridan Road), north of STH 165 (104th Street) and south of CTH ML and 91st Street.

The property consists of active agricultural fields, woodlands, wetlands and stream corridors. Two (2) branches of Barnes Creek traverse the property and act as drainage ways for the surrounding areas. The agricultural fields are heavily tiled to facilitate groundwater drainage, enabling conventional agricultural practices.

The property's contiguous size, existing natural resources and location within an urban setting make it an extremely unique assemblage of vacant land in Southeastern Wisconsin.

The Village Comprehensive Plan for the property calls for a mix of residential and commercial land use. While the record owners have contemplated developing the property as urban/suburban infill development, they have developed a unique plan which would preserve the interior 400 acres as permanent green space, with the periphery of the lands being developed in the future.

In 2015, Bear Development began initial due diligence studies to analyze the feasibility for a Commercial Wetland Mitigation Bank. Through detailed studies of the soil, vegetation and hydrology (occurrence, distribution and properties of surface and subsurface water), we have found the property exhibits the unique characteristics that support the re-establishment and restoration of historical wetlands on the site, including:

- Original government surveys and the Bordner survey suggest that much of the Bank was historically wetland, prairie and oak savannah or oak openings.
- The land has been altered by drainage and is currently tilled in corn and soybeans.
- Existing wetlands are present, but degraded due to infestation by non-native invasive (INN) species.
- Barnes Creek flows through the site and hydrologically connected to Carol Beach and Chiwaukee Prairie State Natural Area, before draining into Lake Michigan.
- Reestablishment, rehabilitation, and enhancement has the potential to provide a mosaic of plant communities that would integrate into and support wildlife species in Chiwaukee Prairie and improve water quality in Barnes Creek prior to its discharge into Lake Michigan.

Wetland mitigation banks are restored, enhanced or created wetlands whose purpose is to offset unavoidable impacts to existing wetlands. A bank can be located on land that historically supported wetlands or currently holds degraded wetlands. The property in question exhibits both features.

A wetland mitigation bank is a system by which wetlands are created or enhanced for compensatory mitigation "credits" at the site. Credits can be sold to permittees whose activities impact wetlands off-site and must compensate for those impacts. A wetland bank is operated as a private business by the bank sponsor (Bear Development) and regulated by an Interagency Review (IRT) made up of the Army Corps of Engineers , Wisconsin WDNR, Environmental Protection Agency, Fish and Wildlife Service and the Natural Resource Conservation Service.

In its simplest sense, the project consists of the reestablishment of historical wetlands and habitat and the long-term management and maintenance of the enhanced natural areas. When the project is complete, it will create a 400 acre permanent green space within the Village of Pleasant Prairie.

Proposed Habitat Communities

The proposed Barnes Prairie Mitigation Bank consists of 403 acres and is dived into the following Restoration/Community Types:

Sedge Meadow Enhancement

Sedge meadows are dominated by grass-like plants called sedges. Annually, they will be wettest after snowmelt and spring rains. By the end of the summer, little or no standing water remains, earning these wetlands the nickname "dry marsh." Sedge meadows are often found between uplands and lakes, rivers, or streams.

A majority of wetland areas associated with the South Branch of Barnes Creek are proposed to be enhanced as sedge meadow habitat. Selective clearing of bordering woodland areas will decrease canopy cover along the creek allowing for establishment of this herbaceous community, but also allowing diversity for more shade-tolerant species along its edges. Select locations within this proposed habitat type have established stands of tussock sedge (*Carex stricta*) and associate species including joe pye weed (*Eutrochium maculatum*) and blue joint grass (*Calamagrostis canadensis*). The goal is to expand, enhance and diversify these areas throughout the proposed habitat range.

Wet to Wet Mesic Prairie Enhancement/Reestablishment

Wet-mesic prairie is characterized by its tall prairie grasses and forbs occurring on mineral soils in wetland complexes. Soils are usually loam, silt loam, or silty clay loam, which are sometimes overlain by a thin layer (<12 inches) of sandier soil. It can be distinguished from wet prairie by its greater prevalence of forbs associated with mesic and dry-mesic prairie such as yellow coneflower (*Ratibida pinnata*) and stiff goldenrod (*Solidago rigida*), and greater depth to water table. In contrast, wet prairies tend to have a higher water table and higher prevalence of wetland forbs such as Joe-Pye-weed (*Eutrochium maculatum*), boneset (*Eupatorium perfoliatum*), common water hemlock (*Cicuta maculata*), swamp milkweed (*Asclepias incarnata*), and water smartweed (*Persicaria amphibia*). Loamy soils set wet-mesic prairie apart from other similar wetland types including calcareous fen and southern sedge meadow, both of which occur on organic soils (peat and/or marl). In addition, wet-mesic prairie is dominated by grasses in terms of biomass, where sedge meadows are dominated by sedges.

Wet to Wet-Mesic Prairie habitat is proposed in areas on-site with more open canopy structure and consistently saturated conditions, sometimes with extended periods of above-ground inundation. Wet to Wet-Mesic Prairie rehabilitation and reestablishment is proposed along areas of the South Branch of Barnes Creek that remain saturated for most of the growing season. Tile disablement will restore hydrology to surrounding agricultural land, contributing to areas of wet to wet-mesic prairie community reestablishment. These areas will be primarily revegetated utilizing seeding by both mechanical and manual methods. Supplementary plug plantings may be utilized as necessary to increase diversity as well as improve vegetative coverage in areas with persistent above-ground inundation.

Shallow Emergent Marsh Enhancement

Emergent marsh is a shallow-water wetland along the shores of lakes and streams characterized by emergent narrow- and broad-leaved herbs and grass-like plants as well as floating-leaved herbs.

Open water habitat area suitable for harboring emergent communities throughout the growing season. Inclusion of this area in the bank allows for diversity of plant communities, as well as critical habitat for wildlife; especially reptiles, amphibians and certain species of birds.

Oak Woodland/Openings Enhancement

Mesic woodlands located along the South Branch of Barnes Creek as well as along the western portion of the site contain quality mature trees including several Oak (*Quercus* spp.) and Hickory (*Carya* spp.) species. Clearing of the invasive understory in these areas will allow for enhancement of this community. By opening up the canopy, quality spring ephemerals and other woodland herbaceous vegetation can establish and thrive. Seeding of this community will occur as necessary beginning in the second growing season. It is anticipated that some areas may have desirable species in the existing seed bank. Supplemental seeding is proposed as necessary to meet performance criteria.

Mesic Prairie/Grassland Bird Habitat Enhancement

Areas within current agricultural fields proposed to be restored as mesic prairie will be designed to serve as upland grassland bird habitat. This graminoid-dominated landscape with minimal woody cover provides habitat for foraging, breeding and nesting purposed for birds and other wildlife that rely on this increasingly threatened habitat type.

Habitat Creation

In order to create and reestablish these natural community types, Bear Development proposes the following methods to restablish hydrology and habitat:

West Ditch

Wetland hydrology will be restored on this site by filling the existing west ditch and disabling of drain tile throughout the site. The historical side cast spoils adjacent to the west ditch will be utilized to fill the channel. Mass grading calculations have determined that there is sufficient material adjacent to the ditch to fill without importing material from offsite, which is not preferred due to the possibility of introducing new INN species to the site.

The west ditch will be filled to reduce its impact on groundwater drawdown. A grading plan and cross-sections are provided in our application. The proposed ditch was designed to satisfy two conditions: 1) water surface elevations for baseflow conditions are to be approximately one foot below surrounding grades to allow groundwater to draw down during dry periods. 2) The 100-year water surface elevation at the upstream end of the ditch is not to increase. Design features of the proposed shallow ditch are summarized as follows:

Drain Tile Disablement

A drain tile investigation of the property was completed in December 2016. Drain tiles are spaced throughout the site and drain to either the west ditch or Barnes Creek. Drain tile locations and proposed disablement locations are planned throughout the site. All available information and hydrology studies indicate the function of the drain tile to transport water away from the site will be eliminated following final construction.

The filling of the west ditch would result in drain tile blockage for most of the existing drain tiles by submerging drain tile below the soil surface and water table. However, to further eliminate drain tile function, drain tile will be disabled per NRCS tile block guidelines.While the guidelines specify removal of 100 linear feet of the manifolds, the proposed plan is to disable 150 linear feet near the manifolds and then trench perpendicular to the drain tiles at 100 foot intervals to disable the drain tile along its entire length. Trenching will utilize a 4-foot frost pick on an excavator or a ripper tooth on the back of a bulldozer.

Groundwater modeling has shown that the tiles are effectively draining the site to the depth of the tile and after storm events the tile and sandy soil drain within 3-5 days. With the disablement of the drain tile, the equations and modeling of the site anticipate a groundwater table that will meet the hydrology performance standards during normal or wetter than normal years.

Site Preparation

Drainage tiles located throughout the project area will be disabled, restoring hydrology to areas currently in agricultural production. Prior to construction, all areas exhibiting coverage by invasive species will be treated prior to planting with appropriate herbicide. Areas currently under agricultural production are considered to have soil and seedbed conditions conducive to broadcast seeding in their current state (following harvest). Agricultural areas will be farmed until construction begins to maintain weed-free conditions.

If present, compacted soils shall be disked or raked prior to seeding. Remedial measures may, if necessary, involve ripping from between 12 to 18 inches of the soil horizon prior to disking. If needed, cultivation shall occur within 24 hours prior to

seeding. Seeding should occur immediately after the last cultivation preferably before a rain. Equipment having low unit pressure ground contact shall be utilized within the planting areas.

Proposed grading activity is restricted to filling west ditch, disablement of the drain tile and the soil preparations mentioned above. Other areas within the bank will make use of existing topographical relief.

Seed Installation

Mechanical Seeding: Within open field areas, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Equipment having low unit pressure ground contact shall be utilized within the planting areas.

Manual Seeding: For areas where site conditions preclude the use of specialized equipment, primarily within the woodland and the South Branch of Barnes Creek, seed may be installed through hand broadcasting, or through utilization of other hand-operated equipment or walk-behind spreader. Hand broadcast seed shall be spread at **twice** the specified rate. As necessary, hand-broadcast seed will be lightly raked into the soil to improve seed to soil contact.

Live Plant Installation

Plugs: **Plugging shall only be implemented to supplement seeding**. Plug installation is purposed to supplement areas that experience variable hydrology, or for species that may be impractical to seed, or species that are otherwise difficult to germinate. Plugs shall not be installed until at least the second growing season, and additional plugs may be considered as necessary as restoration progresses. Plugs shall be planted in a hole dug with a trowel, spade, planting bar, or suitable instrument such that the hole is of a minimum diameter and depth to accommodate the plug, with its roots, without damage. Final plug quantities and planting locations will be determined in the field based on site conditions, and native plant community progression. If site hydrology is not sufficient, watering will be conducted as necessary.

Tuber plant material (*Nymphaea odorata*): Tuber plant material will be utilized for white water lily plantings (*N. odorata*) to increase vegetative cover in open water communities. Tuber plant materials are to be kept in a cool, dark place prior to planting. Upon installation, tubers will be placed in groups of 2-3 in mesh bags, with small river stones to anchor the plant material into the ground. Mesh bags holding the tubers will be manually placed in areas the plant is proposed to develop.

Invasive Woody Removal

Work shall be supervised by a certified arborist who is competent at the identification of plant materials to be removed and native species to be preserved. Herbicide to be used for basal applications of cut stumps shall be triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoexyethyl ester, trade name Garlon 4 or equivalent.

Removal of undesirable woody species shall preferentially occur when ground is frozen.

Hand Clearing: Contractor will cut all woody species to be removed with hand tools including but not limited to: gas powered chainsaws, gas powered clearing saws, bow saws, and loppers. All stumps shall be cut flat with no sharp points, and to within two inches of surrounding grade. Stumps shall be painted with appropriate herbicide immediately after cutting.

Cut brush piles shall not exceed eight (8) feet in height by twelve (12) feet in diameter. Piles shall be spaced as necessary to minimize dragging cut material. Piles must be located in open areas without canopy branches of preserved trees extending over the piles. Piles shall be burned while taking prevailing winds into account. Ash from burn piles shall be dispersed across the site at a depth not to exceed ½ inch.

Mechanical Clearing: Areas not containing desirable species proposed to be conserved can be cleared mechanically, provided that topography and soil conditions do not preclude the use of machinery. Equipment may include (but not be limited to): Fecon brush mowers, skid loaders or tractors equipped with blade, chopping, or anchor chain implements. Care will be taken to not disturb sensitive soil areas or root systems of desirable trees.

Post Construction Invasive Species Management

Mowing. Especially during the first 2 growing seasons, planted areas shall be mowed to a height of 6-8 inches at least twice during the early growing season and as needed to control INN species. Mowing (including weed whipping) shall take place prior to or when INN species are flowering so as to prevent seed set. Cut vegetative material will be left on-site if it does not affect the establishment of native vegetation. Plant material deriving from species addressed within NR 40 shall be removed from the site and disposed of according to applicable requirements.

Mesic Prairie Reestablishment areas are proposed as Grassland Bird Habitat, and special mowing conditions apply. Please see below (Special Management Considerations- Grassland Bird Habitat).

Manual Removal/Control. Control of undesirable plant species, when present in small quantities, can be completed by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all aboveground and belowground stems, roots and flower masses prior to development of seeds.

Herbicide Application. Herbicide may be applied in a variety of methods depending on plant community composition and needs. Equipment calibration will be adjusted and the utmost care will be taken to avoid drift on non-target species during all forms of treatment. Spot herbicide application utilizing a manually-operated backpack sprayer will be used most regularly throughout the site during the establishment period, to selectively control undesirable species as necessary. As site conditions require, hand-wick or sponge application may be utilized in situations where presence of desirable species preclude the use of other treatments. Hand wick/sponge application will occur most commonly in areas that experience sparse resurgence of cattail (*Typha* spp.) and/or common reed (*Phragmites australis*) within otherwise established communities. Large-scale broadcast application utilizing a vehicle-mounted spray tank equipped

with a boom or spray gun applicator will be reserved for areas exhibiting a large population of INN species or areas that do not exhibit coverage of desirable, native species. Aside from initial pre-construction treatment, broadcast application is not anticipated to be utilized within the mitigation areas during the establishment period.

Herbicide should be applied by a trained and licensed applicator. Non-selective herbicides can be used but with utmost caution. Non-selective herbicides are absorbed through the plant tissues and work their way into the root system, effectively killing the plant. The only acceptable non-selective herbicides are glyphosate based such as RoundUp, Rodeo, or Razor. The only acceptable selective herbicides (i.e. targeting broad leaf and woody plants) are 2,4-D (2,4-Dichlorophenoxyacetic acid) based or triclopyr based such as Garlon 4. Only herbicide formulations labeled as 'Approved for Aquatic Use' or similar wordage may be utilized within and adjacent to wetland areas.

Prescribed Burning. At the completion of the third growing season fire may be introduced to the planted areas as the primary management tool, but it is dependent on fuel availability and dominance of graminoid species, i.e. grasses and sedges, which is required for successful burning. Trained professionals experienced in the fuel types present shall conduct burning. State and local permits shall be obtained prior to prescribed burning. Prior to a prescribed burn, surrounding property owners as well as local police and fire departments will be notified. A burn plan designating the preferred wind direction and speed, location of firebreaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability that is directly related to the quantity and quality of grasses, sedges, and forbs present within the planting area. The burn season runs from November 1 through April 15th and burns shall be conducted whenever conditions are suitable. Generally, a new prairie/wetland area shall be burned annually for two years after the third growing season and then every other year thereafter, burning at least 50-75% of the area.

A Prescribed Burn Plan has been provided, detailing protocol, permit responsibilities and approval sources, as well as metrics and guidelines for conducting the proposed prescribed burns on the subject site. Table 5 identifies INN species specific management timelines and protocols.

Long Term Protection of Barnes Prairie

The site shall be protected by recording a conservation easement that includes a land preservation agreement between the Bank Sponsor and the Wisconsin Department of Natural Resources. The conservation easement shall restrict real estate development, commercial and industrial uses, vehicular uses, agricultural activities, and certain other mutually agreed upon activities. The Bank Sponsor would like to continue utilizing the property for hiking, wildlife viewing, hunting, and trapping, as stated as acceptable in the conservation easement.

The property shall remain the private property of the Bank Sponsor but may be transferred with the conservation easement binding on all future owners. The property owner has the responsibility to monitor future uses of the land to ensure compliance

with the conservation easement and to enforce the terms if a violation occurs. A Draft Conservation Easement. It will be signed upon approval of this plan and recorded at the Kenosha County Register of Deeds. The Bank Sponsor will own and manage the site after the bank is closed and shall create a long term endowment fund for future maintenance or management of the Bank.

Utility Service Area Map

Source: Village of Pleasant Prairie
February, 2019

- - - - - - Existing sewer line within farm field

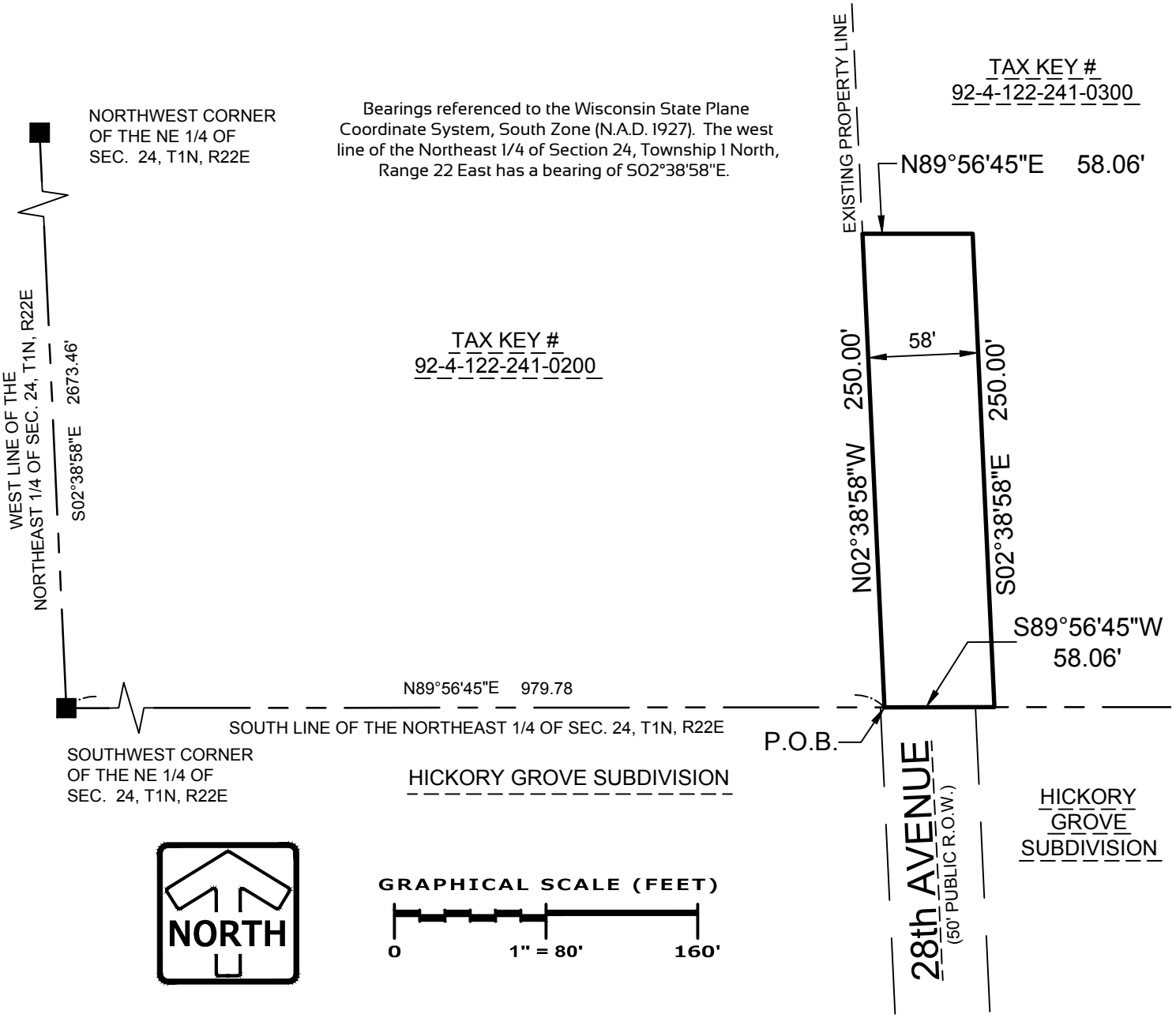
LEGAL DESCRIPTION:

Part of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 24; thence South 02°38'58" East along the west line of said Northeast 1/4, 2673.46 feet to the southwest corner of said Northeast 1/4; thence North 89°56'45" East along the south line of said Northeast 1/4, 979.78 feet to the Point of Beginning;

Thence North 02°38'58" West, 250.00 feet; thence North 89°56'45" East, 58.06 feet; thence South 02°38'58" East, 250.00 feet the aforesaid south line; thence South 89°56'45" West along said south line, 58.06 feet to the Point of Beginning.

Containing 14,500 square feet (0.3329 acres), more or less, of lands.



EXHIBIT

01/31/2019

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005
WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#1560.00

COMPREHENSIVE PLAN AMENDMENT

I (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie 2035 Comprehensive Plan as hereinafter requested related to the following property:

Property Location: Vacant property is a located west of STH 32 and north of STH 165 in the Village of Pleasant Prairie and consists of approximately 400 acres m/l.

Legal Description: Please see attached

Tax Parcel Number(s): Please see attached

Check all that apply

- ☒ Land Use Plan Amendment:
  To change the land use designation from Low-Medium Density Residential, Governmental & Institutional, Neighborhood Park & Urban Reserve
  to Park, Recreation and Open Space Lands All wetland and other Environmental Areas will remain unchanged.
- ☐ Neighborhood Plan Amendment to _____ Neighborhood
- ☐ Other Amendment to the Comprehensive Plan (specify)

Petitioner's interest in the requested amendment:

Petitioner is proposing a Commercial Wetland Mitigation Bank on the subject property. The existing lands will be restored to functional wetlands and enrolled into the Army Corps Wetland Mitigation Bank Program.

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

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

PROPERTY OWNER:

Print Name: Stephen C. Mills

Signature: _____

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date January 9, 2019

APPLICANT/AGENT:

Print Name: Daniel Szczap

Signature: _____

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: January 9, 2019

Barnes Prairie Wetland Mitigation Bank- Phase I (South Project)

Parcel Numbers

92-4-122-244-0410: 81.74 Acres

Part Of: 93-4-123-193-0101: 138.74 Acres

Part Of: 93-4-133-192-0150: 13.03 Acres

Total Project Area: 212.03 Acres

Barnes Prairie Wetland Mitigation Bank- Phase II (North Project)

Parcel Numbers

Part of 92-4-122-241-0300: 66.05 Acres

92-4-122-241-0325: 5.08 Acres

Part Of 92-4-122-241-0100: 76.23 Acres

93-4-123-192-0101: 61.54 Acres

Part Of 93-4-123-183-0501: 19.34 Acres

Part Of 93-4-123-183-0600: 18.07 Acres

Part of 93-4-123-183-0610: 7.67 Acres

Part Of 93-4-123-183-0620: 11.55 Acres

Part Of 93-4-123-192-0110: 9.95 Acres

Part Of 93-4-123-192-0120: 9.95 Acres

Total Project Area: 191.55 Acres

Phase 1

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 19 and the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, T1N, R23E and the Southeast 1/4 of the Northeast 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, T1N, R22E of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin bounded and described as follows:

Beginning at the Southeast corner of the Southeast 1/4 of Section 24; thence S89°49'33"W along the South line of said Southeast 1/4 a distance of 1338.57 feet to the West line of the East 1/2 of the Southeast 1/4 of Section 24; thence N03°02'58"W along said West line 2667.02 feet to the North line of the Southeast 1/4 of Section 24; thence N89°56'45"E along said North line 1013.96 feet; thence N02°45'11"W, 664.65 feet; thence S89°56'31"E, 332.73 feet to the East line of the Northeast 1/4 of Section 24; thence N02°50'37"W along said East line 6.66 feet; thence N89°18'32"E, 836.00 feet; thence S37°46'37"E, 808.22 feet; thence N89°38'27"E, 754.85 feet; thence S02°09'58"E, 881.30 feet; thence S08°19'40"E, 533.69 feet; thence S17°16'12"E, 166.66 feet; thence S25°48'46"E, 182.55 feet; thence S20°24'04"E, 176.14 feet; thence S86°31'39"W, 261.83 feet; thence S12°03'07"W, 787.03 feet to the South line of the Southwest 1/4 of Section 19; thence S89°15'09"W along said South line 1795.24 feet to the point of beginning.

Contains 9,943,008 square feet, 228.26 acres.

Phase 2

Being part of the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 24, T1N, R22E, the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 18, T1N, R23E and the Northeast 1/4, Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 19, T1N, R23E of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin bounded and described as follows:

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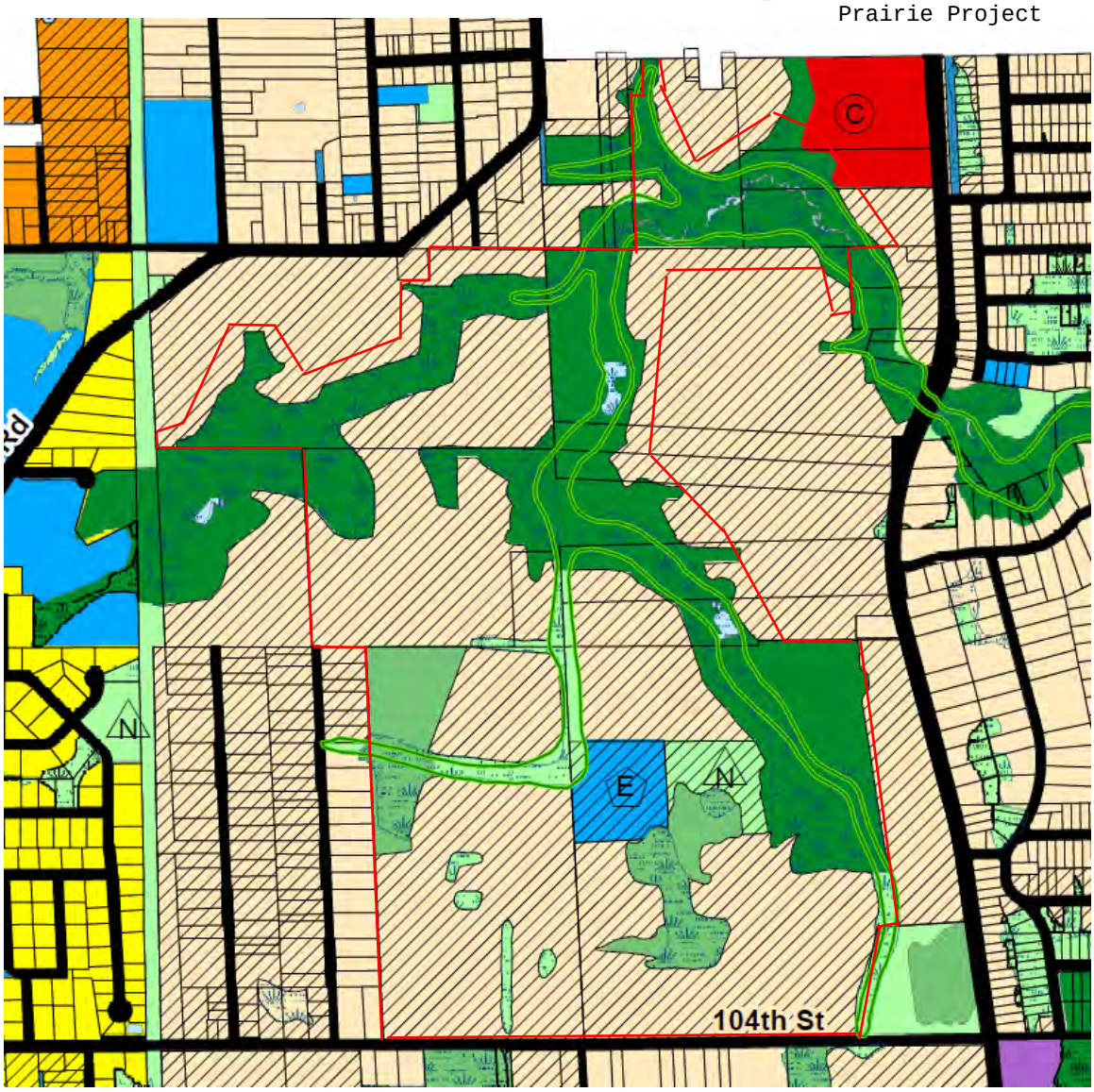
Contains 7,539,341 square feet, 173.08 Acres.

LAND USE MAP AMENDMENTS

Approximate Boundary of Barnes Prairie Project



Legend

RESIDENTIAL LANDS

- LOW DENSITY RESIDENTIAL (19,000 Square Feet Or More Per Dwelling Unit)
- LOW-MEDIUM DENSITY RESIDENTIAL (12,000 To 18,999 Square Feet Per Dwelling Unit)
- UPPER-MEDIUM DENSITY RESIDENTIAL (6,200 To 11,999 Square Feet Per Dwelling Unit)
- HIGH DENSITY RESIDENTIAL (Less Than 6,200 Square Feet Per Dwelling Unit)

OTHER TRANSPORTATION, COMMUNICATIONS AND UTILITIES

- P Pleasant Prairie Power Plant
- L Active Landfill
- RR Railroads
- W Weigh Station
- T Overhead High Tension Wires

GOVERNMENTAL AND INSTITUTIONAL LANDS

- M Municipal Administrative Offices
- F Fire Station
- P Police Station
- H Hospital
- E Public Elementary School
- MS Public Middle School
- S Public Senior High School

MIXED USE LANDS

- VG Village Green Center
- CT Chiwaukee Transit Center

COMMERCIAL LANDS

- N Neighborhood Retail and Service Centers
- C Community Retail and Service Centers
- F Freeway-Oriented Service Centers
- O Freeway Office Centers
- R Freeway-Oriented Regional Retail Centers
- B Freeway-Oriented Business Centers

PARK, RECREATION AND OTHER OPEN SPACE LANDS

- R Regional Park
- C Community Park
- N Neighborhood Park

INDUSTRIAL LANDS

- L Limited Industrial
- G General Industrial
- P Production and Manufacturing

Agricultural Lands

ENVIRONMENTALLY SIGNIFICANT AREAS

- Primary Environmental Corridors
- Secondary Environmental Corridors
- Isolated Natural Resource Areas
- Surface Water
- Field Verified Wetlands
- Interpolated Wetlands (2005 WIDNR Final Inventory Maps)
- 100 - Year Floodplain

RIGHTS-OF-WAY

- Existing Rights-Of-Way (September 2009)
- Dedicated but not Constructed Right-Of-Ways (September 2009)

URBAN RESERVE AREAS (OVERLAY)

LINEAR FEATURES

- Property Lines

ZONING MAP AMENDMENT APPLICATION

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

Property Location: Vacant property is located west of STH 32 and north of STH 165 in the Village of Pleasant Prairie and consists of approximately 400 acres m/l.

Legal Description: Please see attached

Tax Parcel Number(s): Please see attached

Existing Zoning District(s): C-2 upland Resource Conservancy Distr ~~C-1~~ Lowland Conservationand R-4 (AGO) Urban Single Family Residential

Proposed Zoning District(s): C-3 Natural and Scientific Area Resource Conservancy District

Proposed Use: Wetland Mitigation Bank (Open Space) C-1 Districts will remain unchanged.

Compatibility with Adjacent Land Uses:

The proposed zoning district, C-3 is consistent with all adjacent land uses.
The proposed zoning and land use will create a permanent green space area and will be maintained and managed as a commercial wetland mitigation bank.

If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine whether additional information 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: Stephen C. Mills

Signature:

Address: 4011 80th Street

Kenosha (City) WI (State) 53142 (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date January 9, 2019

APPLICANT/AGENT:

Print Name: Daniel Szczap

Signature:

Address: 4011 80th Street

Kenosha (City) WI (State) 53142 (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

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Barnes Prairie Wetland Mitigation Bank- Phase I (South Project)

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Total Project Area: 191.55 Acres

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Being part of the Southwest 1/4 of the Northwest 1/4 of Section 19 and the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, T1N, R23E and the Southeast 1/4 of the Northeast 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, T1N, R22E of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin bounded and described as follows:

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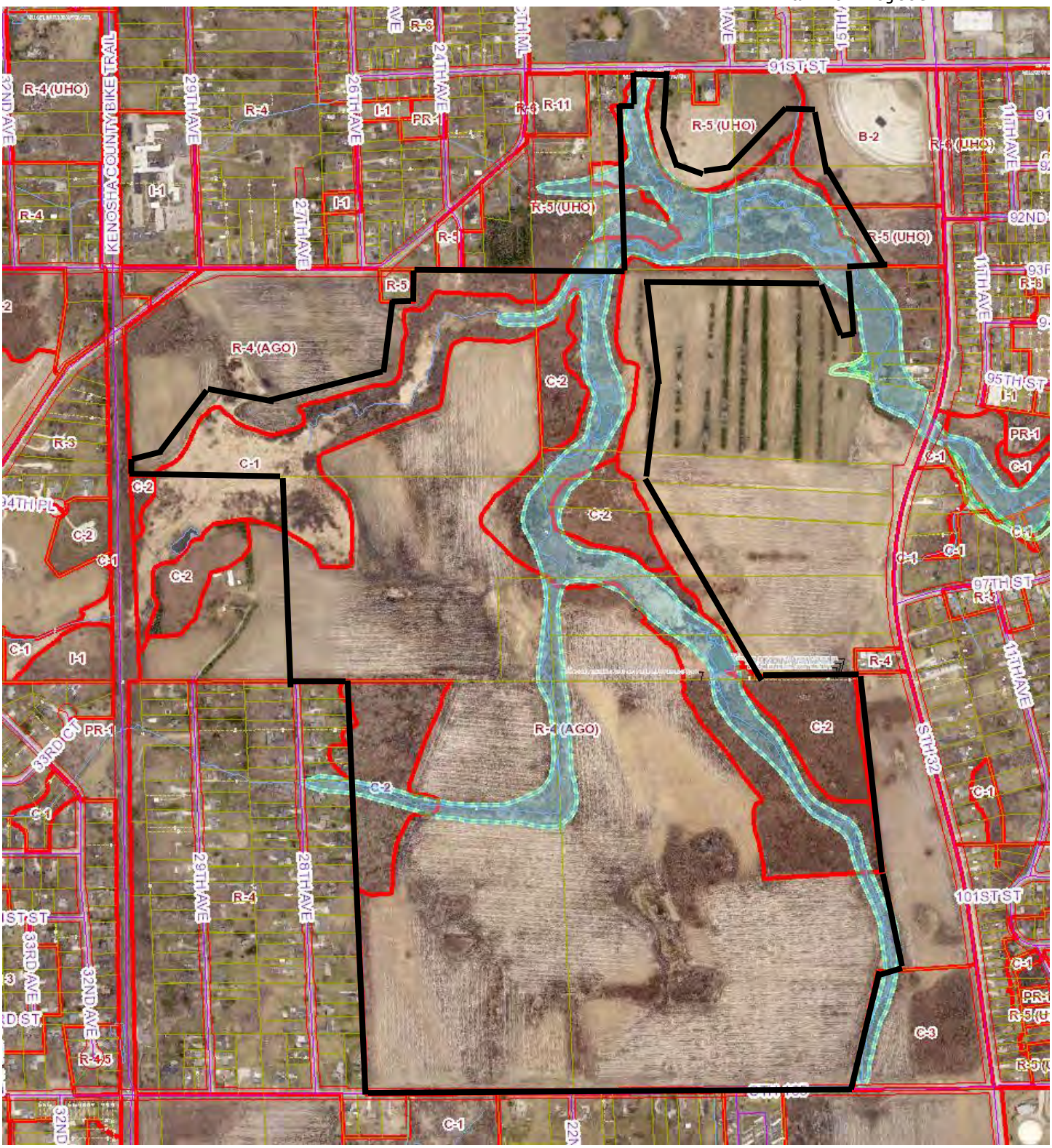
Contains 7,539,341 square feet, 173.08 Acres.

ZONING MAP AMENDMENT

Approximate Boundary of Barnes Prairie Project



BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

January 11, 2019

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Dear Ms. Werbie-Harris:

Bear Development and Mills Holdings, LLC is pleased to submit this letter and the enclosed materials as formal application for Zoning Map Amendment and Land Use Plan Amendment for our properties within the proposed Barnes Prairie Wetland Mitigation Bank.

In accordance with the Village of Pleasant Prairie, please find the following materials for Staff review:

1.) Comprehensive Plan Amendment and Application Fee
2.) Zoning Map Amendment and Application Fee
3.) Pre-Development Agreement
4.) Barnes Prairie Wetland Mitigation Bank Informational Packet including:
    a. US Army Corps of Engineers Memo
    b. Agreement to Establish the Barnes Prairie Wetland Mitigation Bank
    c. Wetland Compensation Site Plans: Phases I & II
    d. Planting Plans: Phases I & II
    e. Preliminary Grading Plans- West Ditch
5.) Project Narrative for Public Notice

Bear Development & Mills Holdings is excited to advance the Branes Prairie project to final approvals with the US Army Corps of Engineers, Wisconsin Department of Natural Resources, US Fish & Wild life Service and the Environmental Protection Agency.

The Barnes Prairie Mitigation Bank, upon completion, offers the unique opportunity will provide over 400 acres of protected environmental resources in the Village of Pleasant Prairie, while providing mitigation credits for wetland impacts throughout Eastern Wisconsin. The project is a culmination of 3 years of significant planning and

effort with numerous local, State and Federal agencies. We look forward to discussing the project in further detail and beginning Phase I in 2019.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

Daniel Szczap
Bear Development, LLC

Cc: Stephen C, Mills
S.R. Mills

Barnes Prairie Commercial Wetland Mitigation Bank
Project Narrative

Mills Holding, LLC is the record owner of approximately 560 acres of vacant land in the southeast quadrant of the Village of Pleasant Prairie. The land is generally located west of STH 32 (Sheridan Road), north of STH 165 (104th Street) and south of CTH ML and 91st Street.

The property consists of active agricultural fields, woodlands, wetlands and stream corridors. Two (2) branches of Barnes Creek traverse the property and act as drainage ways for the surrounding areas. The agricultural fields are heavily tiled to facilitate groundwater drainage, enabling conventional agricultural practices.

The property's contiguous size, existing natural resources and location within an urban setting make it an extremely unique assemblage of vacant land in Southeastern Wisconsin.

The Village Comprehensive Plan for the property calls for a mix of residential and commercial land use. While the record owners have contemplated developing the property as urban/suburban infill development, they have developed a unique plan which would preserve the interior 400 acres as permanent green space, with the periphery of the lands being developed in the future.

In 2015, Bear Development began initial due diligence studies to analyze the feasibility for a Commercial Wetland Mitigation Bank. Through detailed studies of the soil, vegetation and hydrology (occurrence, distribution and properties of surface and subsurface water), we have found the property exhibits the unique characteristics that support the re-establishment and restoration of historical wetlands on the site, including:

- Original government surveys and the Bordner survey suggest that much of the Bank was historically wetland, prairie and oak savannah or oak openings.
- The land has been altered by drainage and is currently tilled in corn and soybeans.
- Existing wetlands are present, but degraded due to infestation by non-native invasive (INN) species.
- Barnes Creek flows through the site and hydrologically connected to Carol Beach and Chiwaukee Prairie State Natural Area, before draining into Lake Michigan.
- Reestablishment, rehabilitation, and enhancement has the potential to provide a mosaic of plant communities that would integrate into and support wildlife species in Chiwaukee Prairie and improve water quality in Barnes Creek prior to its discharge into Lake Michigan.

Wetland mitigation banks are restored, enhanced or created wetlands whose purpose is to offset unavoidable impacts to existing wetlands. A bank can be located on land that historically supported wetlands or currently holds degraded wetlands. The property in question exhibits both features.

A wetland mitigation bank is a system by which wetlands are created or enhanced for compensatory mitigation "credits" at the site. Credits can be sold to permittees whose activities impact wetlands off-site and must compensate for those impacts. A wetland bank is operated as a private business by the bank sponsor (Bear Development) and regulated by an Interagency Review (IRT) made up of the Army Corps of Engineers , Wisconsin WDNR, Environmental Protection Agency, Fish and Wildlife Service and the Natural Resource Conservation Service.

In its simplest sense, the project consists of the reestablishment of historical wetlands and habitat and the long-term management and maintenance of the enhanced natural areas. When the project is complete, it will create a 400 acre permanent green space within the Village of Pleasant Prairie.

Proposed Habitat Communities

The proposed Barnes Prairie Mitigation Bank consists of 403 acres and is dived into the following Restoration/Community Types:

Sedge Meadow Enhancement

Sedge meadows are dominated by grass-like plants called sedges. Annually, they will be wettest after snowmelt and spring rains. By the end of the summer, little or no standing water remains, earning these wetlands the nickname "dry marsh." Sedge meadows are often found between uplands and lakes, rivers, or streams.

A majority of wetland areas associated with the South Branch of Barnes Creek are proposed to be enhanced as sedge meadow habitat. Selective clearing of bordering woodland areas will decrease canopy cover along the creek allowing for establishment of this herbaceous community, but also allowing diversity for more shade-tolerant species along its edges. Select locations within this proposed habitat type have established stands of tussock sedge (*Carex stricta*) and associate species including joe pye weed (*Eutrochium maculatum*) and blue joint grass (*Calamagrostis canadensis*). The goal is to expand, enhance and diversify these areas throughout the proposed habitat range.

Wet to Wet Mesic Prairie Enhancement/Reestablishment

Wet-mesic prairie is characterized by its tall prairie grasses and forbs occurring on mineral soils in wetland complexes. Soils are usually loam, silt loam, or silty clay loam, which are sometimes overlain by a thin layer (<12 inches) of sandier soil. It can be distinguished from wet prairie by its greater prevalence of forbs associated with mesic and dry-mesic prairie such as yellow coneflower (*Ratibida pinnata*) and stiff goldenrod (*Solidago rigida*), and greater depth to water table. In contrast, wet prairies tend to have a higher water table and higher prevalence of wetland forbs such as Joe-Pye-weed (*Eutrochium maculatum*), boneset (*Eupatorium perfoliatum*), common water hemlock (*Cicuta maculata*), swamp milkweed (*Asclepias incarnata*), and water smartweed (*Persicaria amphibia*). Loamy soils set wet-mesic prairie apart from other similar wetland types including calcareous fen and southern sedge meadow, both of which occur on organic soils (peat and/or marl). In addition, wet-mesic prairie is dominated by grasses in terms of biomass, where sedge meadows are dominated by sedges.

Wet to Wet-Mesic Prairie habitat is proposed in areas on-site with more open canopy structure and consistently saturated conditions, sometimes with extended periods of above-ground inundation. Wet to Wet-Mesic Prairie rehabilitation and reestablishment is proposed along areas of the South Branch of Barnes Creek that remain saturated for most of the growing season. Tile disablement will restore hydrology to surrounding agricultural land, contributing to areas of wet to wet-mesic prairie community reestablishment. These areas will be primarily revegetated utilizing seeding by both mechanical and manual methods. Supplementary plug plantings may be utilized as necessary to increase diversity as well as improve vegetative coverage in areas with persistent above-ground inundation.

Shallow Emergent Marsh Enhancement

Emergent marsh is a shallow-water wetland along the shores of lakes and streams characterized by emergent narrow- and broad-leaved herbs and grass-like plants as well as floating-leaved herbs.

Open water habitat area suitable for harboring emergent communities throughout the growing season. Inclusion of this area in the bank allows for diversity of plant communities, as well as critical habitat for wildlife; especially reptiles, amphibians and certain species of birds.

Oak Woodland/Openings Enhancement

Mesic woodlands located along the South Branch of Barnes Creek as well as along the western portion of the site contain quality mature trees including several Oak (*Quercus* spp.) and Hickory (*Carya* spp.) species. Clearing of the invasive understory in these areas will allow for enhancement of this community. By opening up the canopy, quality spring ephemerals and other woodland herbaceous vegetation can establish and thrive. Seeding of this community will occur as necessary beginning in the second growing season. It is anticipated that some areas may have desirable species in the existing seed bank. Supplemental seeding is proposed as necessary to meet performance criteria.

Mesic Prairie/Grassland Bird Habitat Enhancement

Areas within current agricultural fields proposed to be restored as mesic prairie will be designed to serve as upland grassland bird habitat. This graminoid-dominated landscape with minimal woody cover provides habitat for foraging, breeding and nesting purposed for birds and other wildlife that rely on this increasingly threatened habitat type.

Habitat Creation

In order to create and reestablish these natural community types, Bear Development proposes the following methods to restablish hydrology and habitat:

West Ditch

Wetland hydrology will be restored on this site by filling the existing west ditch and disabling of drain tile throughout the site. The historical side cast spoils adjacent to the west ditch will be utilized to fill the channel. Mass grading calculations have determined that there is sufficient material adjacent to the ditch to fill without importing material from offsite, which is not preferred due to the possibility of introducing new INN species to the site.

The west ditch will be filled to reduce its impact on groundwater drawdown. A grading plan and cross-sections are provided in our application. The proposed ditch was designed to satisfy two conditions: 1) water surface elevations for baseflow conditions are to be approximately one foot below surrounding grades to allow groundwater to draw down during dry periods. 2) The 100-year water surface elevation at the upstream end of the ditch is not to increase. Design features of the proposed shallow ditch are summarized as follows:

Drain Tile Disablement

A drain tile investigation of the property was completed in December 2016. Drain tiles are spaced throughout the site and drain to either the west ditch or Barnes Creek. Drain tile locations and proposed disablement locations are planned throughout the site. All available information and hydrology studies indicate the function of the drain tile to transport water away from the site will be eliminated following final construction.

The filling of the west ditch would result in drain tile blockage for most of the existing drain tiles by submerging drain tile below the soil surface and water table. However, to further eliminate drain tile function, drain tile will be disabled per NRCS tile block guidelines.While the guidelines specify removal of 100 linear feet of the manifolds, the proposed plan is to disable 150 linear feet near the manifolds and then trench perpendicular to the drain tiles at 100 foot intervals to disable the drain tile along its entire length. Trenching will utilize a 4-foot frost pick on an excavator or a ripper tooth on the back of a bulldozer.

Groundwater modeling has shown that the tiles are effectively draining the site to the depth of the tile and after storm events the tile and sandy soil drain within 3-5 days. With the disablement of the drain tile, the equations and modeling of the site anticipate a groundwater table that will meet the hydrology performance standards during normal or wetter than normal years.

Site Preparation

Drainage tiles located throughout the project area will be disabled, restoring hydrology to areas currently in agricultural production. Prior to construction, all areas exhibiting coverage by invasive species will be treated prior to planting with appropriate herbicide. Areas currently under agricultural production are considered to have soil and seedbed conditions conducive to broadcast seeding in their current state (following harvest). Agricultural areas will be farmed until construction begins to maintain weed-free conditions.

If present, compacted soils shall be disked or raked prior to seeding. Remedial measures may, if necessary, involve ripping from between 12 to 18 inches of the soil horizon prior to disking. If needed, cultivation shall occur within 24 hours prior to

seeding. Seeding should occur immediately after the last cultivation preferably before a rain. Equipment having low unit pressure ground contact shall be utilized within the planting areas.

Proposed grading activity is restricted to filling west ditch, disablement of the drain tile and the soil preparations mentioned above. Other areas within the bank will make use of existing topographical relief.

Seed Installation

Mechanical Seeding: Within open field areas, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Equipment having low unit pressure ground contact shall be utilized within the planting areas.

Manual Seeding: For areas where site conditions preclude the use of specialized equipment, primarily within the woodland and the South Branch of Barnes Creek, seed may be installed through hand broadcasting, or through utilization of other hand-operated equipment or walk-behind spreader. Hand broadcast seed shall be spread at **twice** the specified rate. As necessary, hand-broadcast seed will be lightly raked into the soil to improve seed to soil contact.

Live Plant Installation

Plugs: **Plugging shall only be implemented to supplement seeding**. Plug installation is purposed to supplement areas that experience variable hydrology, or for species that may be impractical to seed, or species that are otherwise difficult to germinate. Plugs shall not be installed until at least the second growing season, and additional plugs may be considered as necessary as restoration progresses. Plugs shall be planted in a hole dug with a trowel, spade, planting bar, or suitable instrument such that the hole is of a minimum diameter and depth to accommodate the plug, with its roots, without damage. Final plug quantities and planting locations will be determined in the field based on site conditions, and native plant community progression. If site hydrology is not sufficient, watering will be conducted as necessary.

Tuber plant material (*Nymphaea odorata*): Tuber plant material will be utilized for white water lily plantings (*N. odorata*) to increase vegetative cover in open water communities. Tuber plant materials are to be kept in a cool, dark place prior to planting. Upon installation, tubers will be placed in groups of 2-3 in mesh bags, with small river stones to anchor the plant material into the ground. Mesh bags holding the tubers will be manually placed in areas the plant is proposed to develop.

Invasive Woody Removal

Work shall be supervised by a certified arborist who is competent at the identification of plant materials to be removed and native species to be preserved. Herbicide to be used for basal applications of cut stumps shall be triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoexyethyl ester, trade name Garlon 4 or equivalent.

Removal of undesirable woody species shall preferentially occur when ground is frozen.

Hand Clearing: Contractor will cut all woody species to be removed with hand tools including but not limited to: gas powered chainsaws, gas powered clearing saws, bow saws, and loppers. All stumps shall be cut flat with no sharp points, and to within two inches of surrounding grade. Stumps shall be painted with appropriate herbicide immediately after cutting.

Cut brush piles shall not exceed eight (8) feet in height by twelve (12) feet in diameter. Piles shall be spaced as necessary to minimize dragging cut material. Piles must be located in open areas without canopy branches of preserved trees extending over the piles. Piles shall be burned while taking prevailing winds into account. Ash from burn piles shall be dispersed across the site at a depth not to exceed ½ inch.

Mechanical Clearing: Areas not containing desirable species proposed to be conserved can be cleared mechanically, provided that topography and soil conditions do not preclude the use of machinery. Equipment may include (but not be limited to): Fecon brush mowers, skid loaders or tractors equipped with blade, chopping, or anchor chain implements. Care will be taken to not disturb sensitive soil areas or root systems of desirable trees.

Post Construction Invasive Species Management

Mowing. Especially during the first 2 growing seasons, planted areas shall be mowed to a height of 6-8 inches at least twice during the early growing season and as needed to control INN species. Mowing (including weed whipping) shall take place prior to or when INN species are flowering so as to prevent seed set. Cut vegetative material will be left on-site if it does not affect the establishment of native vegetation. Plant material deriving from species addressed within NR 40 shall be removed from the site and disposed of according to applicable requirements.

Mesic Prairie Reestablishment areas are proposed as Grassland Bird Habitat, and special mowing conditions apply. Please see below (Special Management Considerations- Grassland Bird Habitat).

Manual Removal/Control. Control of undesirable plant species, when present in small quantities, can be completed by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all aboveground and belowground stems, roots and flower masses prior to development of seeds.

Herbicide Application. Herbicide may be applied in a variety of methods depending on plant community composition and needs. Equipment calibration will be adjusted and the utmost care will be taken to avoid drift on non-target species during all forms of treatment. Spot herbicide application utilizing a manually-operated backpack sprayer will be used most regularly throughout the site during the establishment period, to selectively control undesirable species as necessary. As site conditions require, hand-wick or sponge application may be utilized in situations where presence of desirable species preclude the use of other treatments. Hand wick/sponge application will occur most commonly in areas that experience sparse resurgence of cattail (*Typha* spp.) and/or common reed (*Phragmites australis*) within otherwise established communities. Large-scale broadcast application utilizing a vehicle-mounted spray tank equipped

with a boom or spray gun applicator will be reserved for areas exhibiting a large population of INN species or areas that do not exhibit coverage of desirable, native species. Aside from initial pre-construction treatment, broadcast application is not anticipated to be utilized within the mitigation areas during the establishment period.

Herbicide should be applied by a trained and licensed applicator. Non-selective herbicides can be used but with utmost caution. Non-selective herbicides are absorbed through the plant tissues and work their way into the root system, effectively killing the plant. The only acceptable non-selective herbicides are glyphosate based such as RoundUp, Rodeo, or Razor. The only acceptable selective herbicides (i.e. targeting broad leaf and woody plants) are 2,4-D (2,4-Dichlorophenoxyacetic acid) based or triclopyr based such as Garlon 4. Only herbicide formulations labeled as 'Approved for Aquatic Use' or similar wordage may be utilized within and adjacent to wetland areas.

Prescribed Burning. At the completion of the third growing season fire may be introduced to the planted areas as the primary management tool, but it is dependent on fuel availability and dominance of graminoid species, i.e. grasses and sedges, which is required for successful burning. Trained professionals experienced in the fuel types present shall conduct burning. State and local permits shall be obtained prior to prescribed burning. Prior to a prescribed burn, surrounding property owners as well as local police and fire departments will be notified. A burn plan designating the preferred wind direction and speed, location of firebreaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability that is directly related to the quantity and quality of grasses, sedges, and forbs present within the planting area. The burn season runs from November 1 through April 15th and burns shall be conducted whenever conditions are suitable. Generally, a new prairie/wetland area shall be burned annually for two years after the third growing season and then every other year thereafter, burning at least 50-75% of the area.

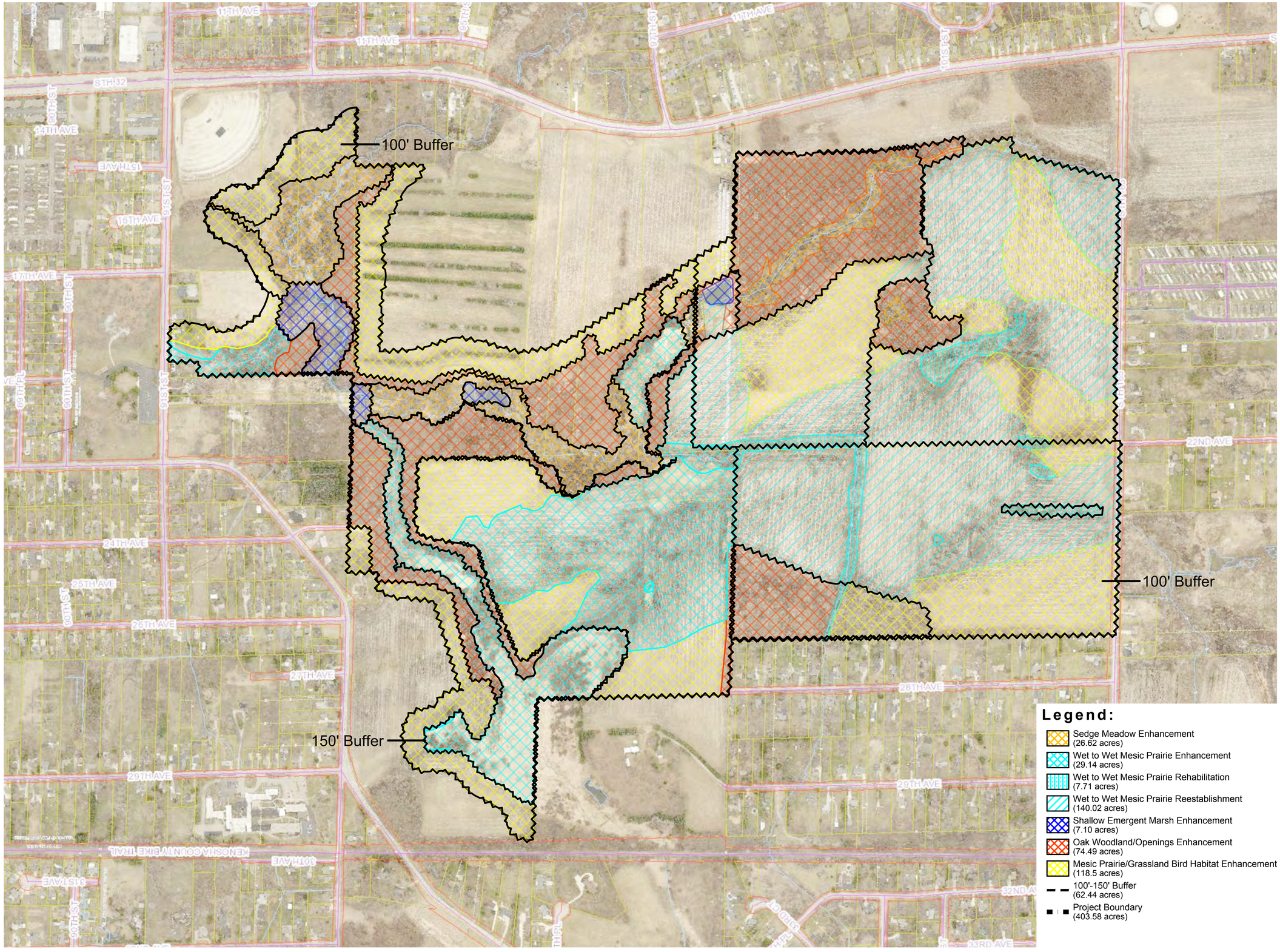
A Prescribed Burn Plan has been provided, detailing protocol, permit responsibilities and approval sources, as well as metrics and guidelines for conducting the proposed prescribed burns on the subject site. Table 5 identifies INN species specific management timelines and protocols.

Long Term Protection of Barnes Prairie

The site shall be protected by recording a conservation easement that includes a land preservation agreement between the Bank Sponsor and the Wisconsin Department of Natural Resources. The conservation easement shall restrict real estate development, commercial and industrial uses, vehicular uses, agricultural activities, and certain other mutually agreed upon activities. The Bank Sponsor would like to continue utilizing the property for hiking, wildlife viewing, hunting, and trapping, as stated as acceptable in the conservation easement.

The property shall remain the private property of the Bank Sponsor but may be transferred with the conservation easement binding on all future owners. The property owner has the responsibility to monitor future uses of the land to ensure compliance

with the conservation easement and to enforce the terms if a violation occurs. A Draft Conservation Easement. It will be signed upon approval of this plan and recorded at the Kenosha County Register of Deeds. The Bank Sponsor will own and manage the site after the bank is closed and shall create a long term endowment fund for future maintenance or management of the Bank.



DATE: 11/13/2017

DRAWN BY: KM / PM

REVIEWED BY: SR / SD

DATE	REVISIONS	DRAWN BY
12/13/18	per WI Comments	KM
1/11/18	Changed Buffer/South Pond per Village Comments	KM

SHEET 1 OF 2

ENCAP INCORPORATED
2585 Wagner Court, DeKalb IL 60115
(O) 815.748.4500 (F) 815.748.4255
www.encapinc.net

Proposed Plant Community Map

Barnes Prairie North + South Wetland Mitigation Bank

NORTH

0 150 300 600

SCALE: 1"=300'

Eco-Friendly

Midwest
ACCESS SOLUTIONS

Premier
Matting Services

Temporary Site Access, Work Platforms and Water Crossings

Premier Eco-Friendly Matting Services

Midwest
ACCESS SOLUTIONS
Mat Installation Division of Sterling Lumber Company

Platforms

Access Roads

Complete Turnkey Matting Services

We provide a variety of matting solutions for simplifying access to remote and non-remote site locations. Matting protects equipment and sensitive terrain (wetlands, agricultural fields, landscaping and underground utilities) from damage, thereby reducing reclamation and maintenance costs.

- Logistics, Staging and Project Management
- Mowing, Tree Clearing and Site Preparation
- Mat Installation and Removal
- Mat Rental
- Create Water Crossings, Rig Platforms, Roads and Staging Areas
- Safety Compliance
- Environmental Remediation

Mat Rental Benefits:

- No Capital Investment
- No Storage Costs
- No Freight Costs
- No Cleaning Costs
- No Equipment Costs
- Always Quality Products

Turnkey Solutions

We customize our offering to any environment and application while providing the most cost-effective, minimal impact access service. Our Turnkey Solution also includes:

- Site Walk-down
- Matting Plan and Estimate
- Storage
- Remediation, if necessary

Midwest TURNKEY SOLUTIONS

Economical and Reliable Access with Minimal Environmental Impact

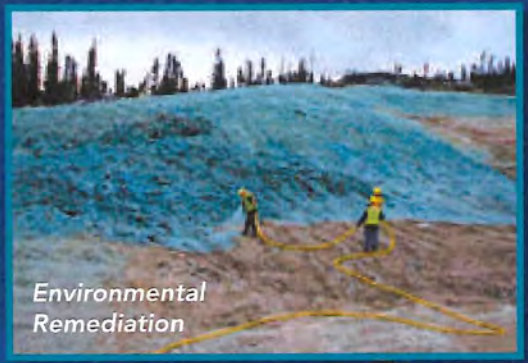
- We work with the customer to minimize disruption and prevent damage to wetlands, agricultural land, and commercial, industrial and residential property.
- We focus on LOW IMPACT applications of Matting Products for a neutral, minimal environmental footprint.

Complete Logistics

We are experts at finding the most economical way of transporting the required matting to the jobsite. Midwest Access Solutions uses a complex combination of truck, rail, and barge to bring the product to your jobsite in the most effective way to meet your timetable.

Correct Matting for the Right Application

Midwest Access Solutions spends a significant amount of time consulting with their clients on what is "the right tool for the job." We create complete access plans for your site, utilizing the best arsenal of matting products (shown at right).



Sterling Lumber Matting Products

Access
Bolted Hardwood

TerraLam™ 300
3-Layer CLT

Crane & Excavator
Hardwood Timber

TerraLam™ 500
5-Layer CLT

TerraLam™ 700
7-Layer CLT

TerraLam™ 900
9-Layer CLT

Work Area & Entry
Composite Mats

Pathway & Parking
Composite Mats

24/7 Emergency Rapid Response

855-936-2848
or
855-WeMat4U

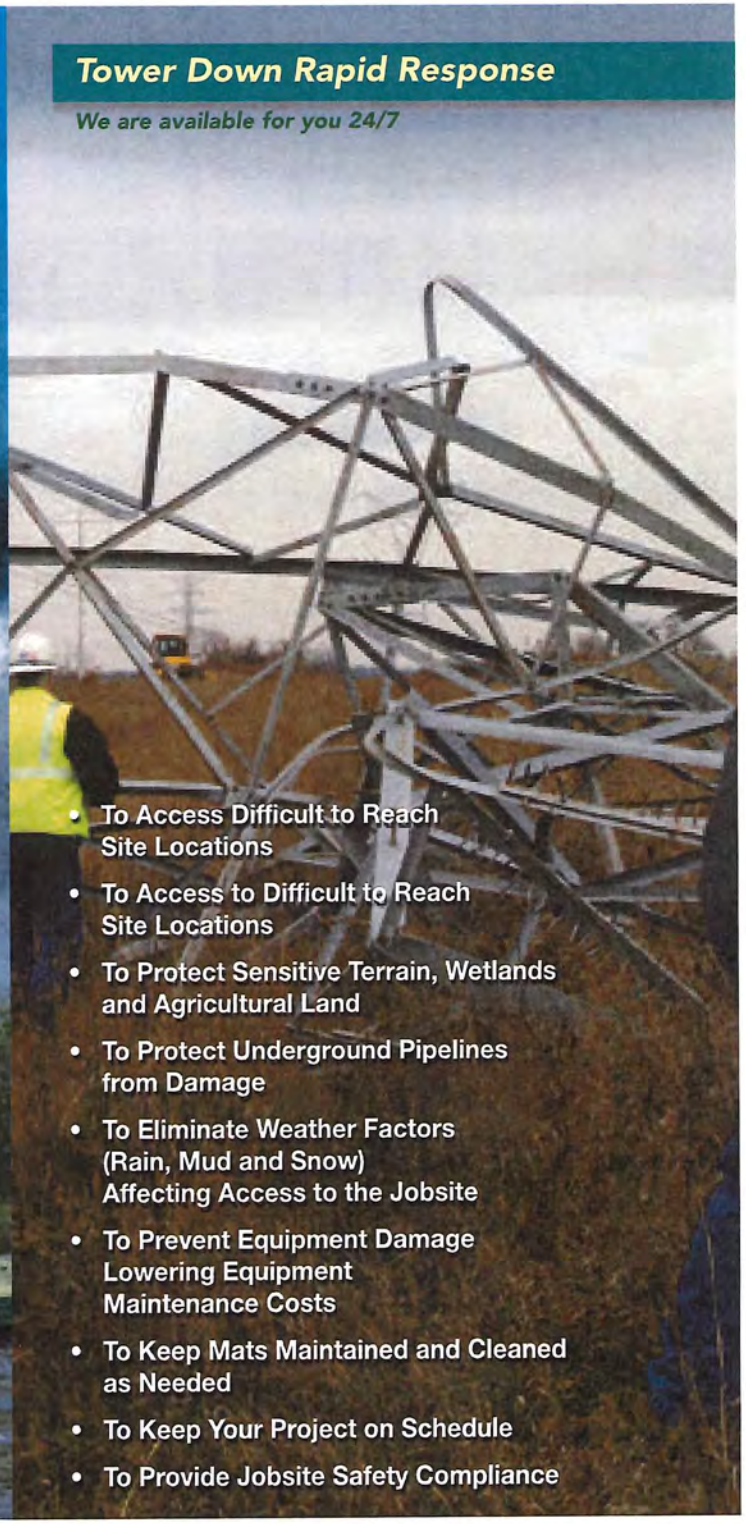
Emergency 24/7

Snow Removal

Midwest Access Solutions Matting includes Sterling Lumber's NEW TerraLam™ CLT Mats as shown above.

Tower Down Rapid Response

We are available for you 24/7



- To Access Difficult to Reach Site Locations
- To Access to Difficult to Reach Site Locations
- To Protect Sensitive Terrain, Wetlands and Agricultural Land
- To Protect Underground Pipelines from Damage
- To Eliminate Weather Factors (Rain, Mud and Snow) Affecting Access to the Jobsite
- To Prevent Equipment Damage Lowering Equipment Maintenance Costs
- To Keep Mats Maintained and Cleaned as Needed
- To Keep Your Project on Schedule
- To Provide Jobsite Safety Compliance

Crane Rescue

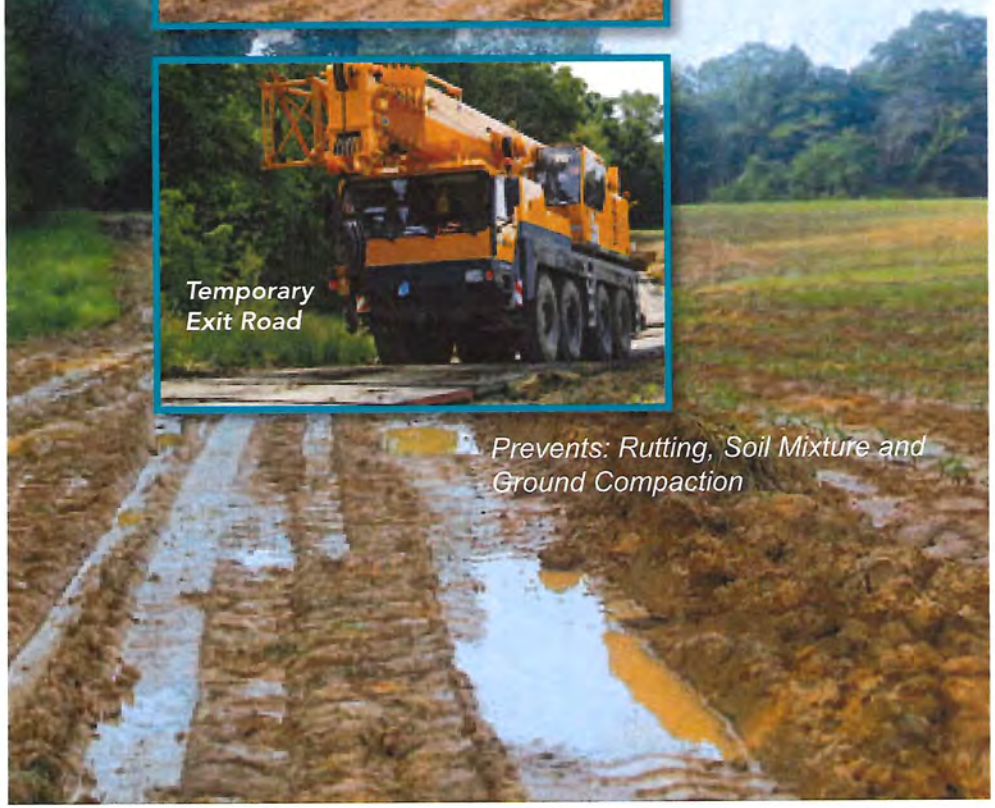
to Save $10,000 Per Day

A Power Transmission and Distribution Company required an access road to move out a crane after several days of rain. The land was well saturated. The ground was already deeply rutted and compressed from other vehicles and equipment. Midwest Access Solutions was hired to build a 5000' temporary road over the saturated ground so that the crane could be driven off the property and as a result, avoid the $10,000 per day rental charge.

The next day, a 14' wide temporary access road was built from the road to the area of the property where the crane was parked. The Access Matting minimized additional property disturbance, soil compaction and crop loss. The Midwest team was fast, efficient, and completed the project in three days!

Trapped Crane

Temporary Exit Road


Prevents: Rutting, Soil Mixture and Ground Compaction

Temporary Access Road and Stability for 80-Ton Crane

for Construction of a University's Athletic Field Drainage Improvements

To add storm retention drainage, 1000 large, heavy concrete structures were to be installed under the field for storm water collection.

After excavating the 300' x 300' x 14' deep area with high ground water elevation, the worksite had questionable soil stability conditions.

On Friday, after reviewing the steepness and stability of the excavated gravel road, the crane operator requested a stabilizing access road of mats.

Mobilization began Sunday and on Tuesday, several truckloads of Sterling Lumber's TerraLam™ 300 CLT Mats were delivered and installed.

"Midwest Access Solutions is an excellent all-around company in every manner - responsiveness, courtesy, accommodating and inquisitive. They were in and out, no sweat, no strain; the mats performed great and were inexpensive and easy to move."

Gravel Road Stabilization

Load Dispersion

Minimal Environmental Impact
Doesn't Mean the End of the Road

- Minimize Soil Disturbance and Compaction
- Reduce Soil Restoration Costs, Land Usage Fees and Property Damage
- Lower Crop Loss and Productivity Payout
- Protect Wetlands and Environment
- Lower Equipment Costs
- Protect Underground Utilities

Temporary Access Roads

Reliable, Eco-Friendly Access Road

for Power Grid Upgrade

3-Ply Access Matting was used for upgrading a 22-mile stretch of the regional power grid.

Composite Mats

for Power Line Maintenance and Tower Replacement

For non-steel track equipment, 100% Recyclable Composite Matting was used for T&D Access Road during the growing season to prevent soil contamination.

- *Puncture Proof*
- *Blocks Liquids*
- *Weatherproof*
- *Chemical Resistant (Acids, Alkaline and Solvents)*
- *TuffTrak™ XL Composite Mats bolt together to minimize gaps, if required*

855-936-2848
or
855-WeMat4U

Worksite and Staging Platforms

Temporary Access Roads and Work Platforms

for Pipeline Maintenance and Excavation

Upstream, midstream or downstream, Midwest Access Solutions has installed access roads and platforms for pipeline installation, maintenance and station platforms. Depending on the actual application and requirements, MAS works with its customers to provide the safest and most economical combination of matting products to do the job.

Elevated Work Platform

for Power Line Access and Tower Repair

To support a 140 ton crane and a drilling rig, MAS built an elevated platform on a steep slope using timber and access matting.

Staging and Work Platforms

that protect the land, stabilize the ground and prevent equipment damage and lost time

Rebuilding a 45KV Distribution Line

- ***3-Ply Access Matting*** *was used for ground protection and temporary access to jobsite*
- ***TerraLam 300 CLT Matting*** *used for jobsite platform and staging area*
- ***TerraLam 500 CLT Matting*** *used for ground stabilization and heavy equipment support*

855-936-2848
or
855-WeMat4U

www.WeMat4U.com
www.MidwestAccessSolutions.com

Water Crossings

- Creeks, Streams, Canals and Ditches
- Saturated Ground
- Obstacles

Drain and Irrigation Ditches

for Power Line Access and Tower Repair

These temporary access road required a safe, non-disruptive water crossings for daily equipment traffic.

Irrigation Ditch

Stream Crossing

Canal Crossing

for Power Line Access and Repair

Within 4 hours of receiving an emergency phone call for electrical lines down, MAS worked nonstop from noon until 1 a.m. to provide water crossing access over the canal. Concrete blocks were used as a center foundation. The crossing was built up from bank to bank with timber and access matting to provide a safe, 32' wide, even surface for heavy equipment to cross over the canal.

Creek Crossing

for Power Line Access and Utility Pole Replacement

Matting is used to bridge a creek for power company access. Matting provided a solid, temporary structure for equipment to cross the creek with minimal environmental impact.

- *Bridging did not disturb the waterway and kept the natural storm water runoff system intact.*
- *Matting allowed a quick turnaround: Installed in one day and removed four days later.*
- *5' x 30' long Douglas Fir Bridge Mats were placed over the creek.*
- *Timber Mats completed the bridge and allowed access from the street.*

855-936-2848
or
855-WeMat4U

Railroad Track Crane and Equipment Crossing

for Power Line Access and Tower Replacement

Midwest Access Solutions installed matting for a railroad track crossing, a temporary access road and a lifting platform for a 550-ton crane. Matting supported the crane and tower replacement parts by evenly dispersing the weight of the vehicles and equipment while protecting underground utilities and pipes.

- *The crossing required Crane Mats (sized 8" thick x 4' wide x 18' long) to be stacked three high and leveled and supported with gravel.*
- *An 80' x 100' access road and work platform (not shown) were made of 6" thick Bolted Access Mats.*

Access, Ground Protection and Stabilization

855-936-2848
or
855-WeMat4U

Construction Access and Work Platforms

For Commercial and Industrial Construction Access

Matting was provided to get equipment and a demolition dumpster in and out of the building renovation site twice a day.

- *Easily installed and removed temporary access*
- *Protected landscaping, lawn, walkways, lighting and trees*
- *Protected underground utilities and plumbing*
- *Minimized the effect of rain to jobsite access*
- *Minimal impact: Quick recovery time and reduced restoration costs*

Composite Matting

For General and Commercial Construction Projects

MAS installs Composite Matting

- *Prevents Soil Compaction and Mixing*
- *No Gravel Required*
- *Protects Underground Utilities and Plumbing*
- *Minimizes Recovery Time*

Ground Protection

Protecting Lawns, Landscaping, Tree Roots and Septic System

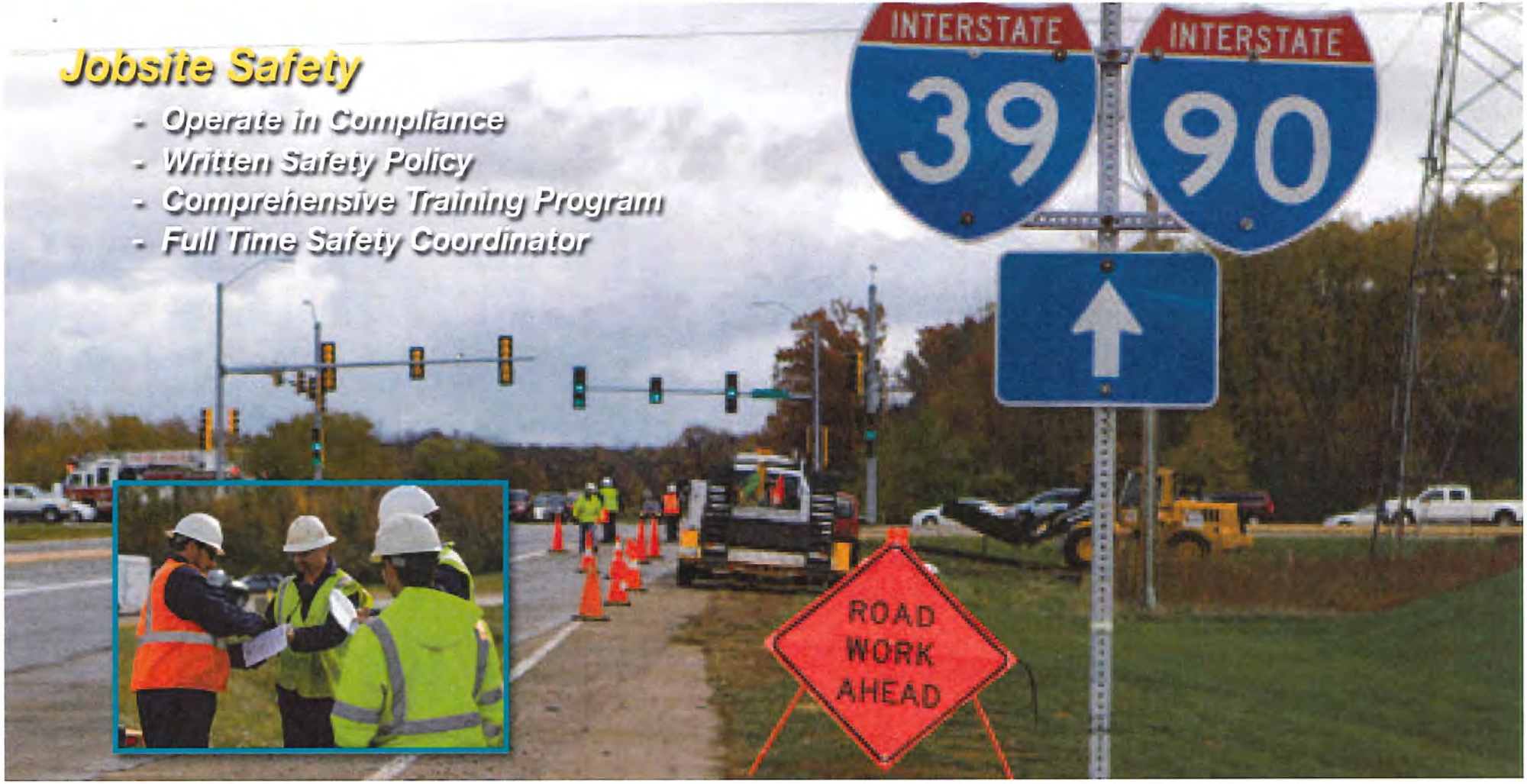
For Residential and Commercial Construction, Remodeling or Repairs

MAS installs Composite Matting

- *Minimizes Soil Disturbance and Property Damage*
- *Protects Existing Vegetation*
- *Eliminates Rutting and Runoff*
- *Eliminates Crushed Gravel, Plywood and Clean Up*

Jobsite Safety

- Operate in Compliance
- Written Safety Policy
- Comprehensive Training Program
- Full Time Safety Coordinator



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SEH

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MEMORANDUM

TO: Marie Kopka - US Army Corps of Engineers
Todd Vesperman- US Army Corps of Engineers

FROM: Heidi Kennedy, SEH

DATE: December 12, 2018

RE: Response to comments on draft MBI and draft CSPs for Barnes Prairie Mitigation Bank

The Bank Sponsor and his consultants, SEH and ENCAP have revised the MBI and CSPs for Barnes Prairie Mitigation Bank and pursuant to a conference call with Todd Vesperman and Rachel Nuetzel on October 18, 2018 we are submitting the interim MBI and CSP for the IRT's review prior to submittal of a final MBI and final CSP.

We are submitting one (1) MBI for the bank and two (2) CSPs, one for each phase. To more clearly identify the phases and timing, instead of calling the phases north and south, the phases are now identified as Phase 1 and Phase 2. The following is our responses to the comments we received. The numbering corresponds to the comment number in the letter.

USACE Official Comment Letter:

1. There is now 1 MBI for both phases of the Bank.

2. a. Understood and revised in the documents.

   b. Understood and revised in the documents.

   c. Understood and revised in the documents

   d. Understood and revised in the documents

   e. The sponsor and consultants do not recommend a temporary buffer between the North and South sections. The concerns with providing a temporary buffer include:
      a. additional cost and maintenance that would be required to reduce INN species coverages in the temporary buffer;
      b. additional INN species that could germinate from removing the land from agricultural usage, and these INN species then could re-locate into the wetland bank;
      c. would additional performance criteria be required in the temporary buffer area;
      d. what species would need to be planted in the temporary buffer and how would they be managed;
      e. how wide of a temporary buffer would need to be required; and
      f. the later conversion of the temporary buffer to a different plant community may cause significant logistical problems at that time.

3. a. Figure 13 shows arrows at the ends of some of the drain tile on the southern portion of the bank. The drain tile continues south and is anticipated to end near the southern property boundary. The original

physical investigation did not extend to this area because at the time Bear Development was going to reserve an area along STH 165 for development to appease the Village and the community's delayed assessments for utilities. However, the tiles continue into this area and the lateral effect of those tiles would be consistent in terms of effect. During construction, the Sponsor will disable all of the tile on the property. Additionally some of the area, particularly in Phase 2 where no tile was found during the investigation are some of the wettest areas of the property and the groundwater wells in these areas (see Appendix B) are actually meeting wetland criteria already. SEH and ENCAP are confident based on many weeks of field work over the past 3 years that the areas shown as wetland reestablishment will meet wetland criteria once construction is complete and farming practices have ceased.

b. The hydrology performance standard for sedge meadow has been removed. There are no monitoring wells in the sedge meadow communities. The sedge meadow communities already meet wetland criteria on the BPMB, therefore all mitigation activities are enhancement.

c. Appendix B of the draft MBI describes the hydrologic modeling that SEH conducted for the west ditch and there are a number of groundwater monitoring wells near the west property boundaries. Modeling the 1, 2, 5, 10 and 100-year storm events and numerous options for filling the west ditch, and the current design will provide a flow path through the site and the 100-year water surface elevation will not increase the water surface elevation and will remain within the banks of the west ditch upstream, or in the subdivision to the west, post-construction. The groundwater monitoring wells, 29 and 38 are the closest wells to the western property lines. These wells are some of the driest wells on the property (see Appendix B) and are predominantly dry during the majority of the growing season. Modeling and the van Schilfgaard equations do not anticipate any significant changes in the water levels at the property line.

d. There is a level spreader which was described in the draft CSP, currently in section 8.1.1, and shown on the plans. This level spreader encourages water to spread out into the site at a designated area in the northeastern corner of Phase 1. Without the level spreader SEH is concerned that when the flow from the west ditch overtops it will all flow to the south and the wet to wet-mesic prairie area to the south will be too wet to support the intended community. The northeastern corner of Phase 1 is drier, based on the groundwater monitoring. The level spreader will encourage more water in the ditch to go to this area when it overtops, and encourage more of a balance in the distribution of water during storm events.

4. a. Understood.
   b. Understood. See DNR response.
   c. Understood. See DNR response.
   d. Understood. See DNR response.
   e. Understood. See DNR response.
   f. Understood. The plots sizes for each vegetative sample plot have been revised to include a 5 foot radius for the herbaceous layer, a 15 foot radius for the shrub layer, and a 30 foot radius for the tree/woody vine layer. These plot sizes will increase the footprint of data analysis (~4% of the site) and provide a comprehensive picture of the overall plant communities.

5. SEH discussed financial assurances with the DNR and agreed that the financial assurances for construction were sufficient and agreed with the DNR to increase the financial assurances for monitoring to $150,000. The CSPs have been modified to reflect this increased amount.

6. Understood and revised in the documents.

Comments from IRT Members

USACE Senior Biologist Comments:

1. The hydrology performance standard for sedge meadow has been removed. There are no monitoring wells in the sedge meadow communities. The sedge meadow communities already meet wetland criteria on the BPMB, therefore all mitigation activities are enhancement.

2. ENCAP Response:
   a. The proposed allowances for open water in sedge meadow and wet to wet-mesic prairie communities has been revised.
   b. The proposed allowances for unvegetated areas in Interim 2 and Final PS for the sedge meadow and wet to wet-mesic prairie communities has been reduced as requested.
   c. For performance standards, areal cover by NNI and INN has been revised to relative cover.
   d. The FQA metrics have been removed from the performance standards table.

3.Understood. The maps, tables and CSPs have been updated to reflect the correct terminology and credit ratios.

4.Complete removal is not feasible. There are a number of archeological and historical concerns at the site and complete removal would require more significant land disturbance, which would raise concerns for SHPO. Discussions with the ACOE Archeologist have made it clear that filling the ditch, which is outside of the areas of the concern, is acceptable and disablement is acceptable but complete removal would raise significant concerns.

5.The wetland buffer was and is credited at 0.25:1. It is understood that the sponsor can ask for a higher ratio during the credit release stage but it is unlikely and at the discretion of the IRT. In regards to excess upland buffer. The table below shows the adjustment that was made for the excess buffer and the new total potential credits for phase 1 and phase 2.

Allowable Upland Credits/Ratios	
Total credits for Phase 1 & 2 (using standard ratio)	218.695
Total credits coming from upland buffer credits (using standard ratio)	48.248
Allowed number of upland buffer credits with 0.25:1 (25% max)	43.739
Number of excess upland buffer credits at 0.25:1	4.509
Acres of excess upland buffer credits (4.509 x 0.25)	18.036
Number of excess upland credits recalculated at 0.1:1	1.8036
New total potential credits (reduced ratio for excess upland buffer)	215.989

6.Understood.

WIDNR Comments:

MBI

1. Understood

2. Fixed

3. Fixed – new credit table addresses the comments a. through f.

4. a. The DNR comments on this issue seems to conflict but the Sponsor has a continued commitment to provide Financial Assurances for construction along with a credit release associated with approval of the as-built plans. The sponsor will request a release of the financial assurances concurrently with the requested approval of the as-built plans

b. Fixed

c. Understood. The vegetation performance standards have been revised to run consecutively, meaning monitoring years required to meet Interim 2 start after Interim 1 has been met, and the final years starts after Interim 2 has been met.

5. Fixed

6. Fixed

7. No longer a concern because the MBI is now combined for both phases of the project.

CSP- North

8.SEH – we will only use NNI for native non-invasive and INN for invasive non-native. No other acronyms will be used.

9. a. Understood and fixed in the document

b. See comment above. It is not feasible to the SHPO concerns

c. The modeling and design is described in Appendix B and is described in the report in section 8.1.1 of the CSP for Phase 1. Only drain tile disablement will occur with Phase 2.

d. See comment above. This standard was removed.

10.Understood.

11.Appendix B and described above.

12.Yes this is the same ditch. If it is not a navigable waterway and the filling of the ditch will not result in drainage impact or flooding issues with the subdivision to the west, it is unclear what regulatory prohibitions would exist to prevent the filling. Appendix B describes the modeling that occurred.

13. Understood

14. All plant lists have been revised to include the number of seeds per acre.

15. Shallow Emergent Marsh:

a. *Justicia americana* has been removed from the plant list. However, *Decodon verticillatus* has not been substituted as it does not germinate well from seed and is not available from Taylor Creek Native Plant Nursery. See attached correspondence and species table for more information.

b. Understood. Some listed species have remained on the proposed planting list to provide increased diversity. Please see the revised planting plan.

c. Of the recommended species, *Carex aquatilis* and *Schoenoplectus acutus* have been added to the shallow emergent marsh seed mix due to their availability and reliable germination rate. *Thelypteris palustris*, due to its poor germination rate and availability will be introduced as live plants into appropriate locations within the shallow emergent marsh community. Other recommended species have not been included within the proposed planting list due to poor germination rates and/or limited availability. Please see the attached correspondence from Taylor Creek Nursery regarding this information.

d. Understood. The listed species have been added when possible or quantities have been modified to encourage establishment of these species within the shallow emergent marsh plant community.

16. Sedge Meadow:
    a. *Hibiscus moscheutos* has been removed from the plant list.
    b. Understood. Some listed species have remained on the proposed planting list to provide increased diversity. Please see the revised planting plan.
    c. Of the recommended species, *Carex aquatilis* and *Thalictrum dasycarpum* have been added to the sedge meadow seed mix due to their availability and reliable germination rate. *Thelypteris palustris*, due to its poor germination rate and availability will be introduced as live plants into appropriate locations within the sedge meadow community. Other recommended species have not been included within the proposed planting list due to poor germination rates and/or limited availability. Please see the attached correspondence from Taylor Creek Nursery regarding this information.
    d. Understood. The listed species have been added when possible or quantities have been modified to encourage establishment of these species within the shallow sedge meadow plant community.
    e. Understood. *Angelica atropurpurea* is included within the sedge meadow seed mix. *Symplocarpus foetidus,* due to poor germination and availability from seed, will be introduced in the sedge meadow community in limited quantities as live plants.

17. Wet Prairie:
    a. See Comment Response #18 Below as these plant communities have been combined (Now Wet to Wet Mesic Prairie).
    b. See Comment Response #18 Below as these plant communities have been combined (Now Wet to Wet Mesic Prairie).
    c. See Comment Response #18 Below as these plant communities have been combined (Now Wet to Wet Mesic Prairie).
    d. See Comment Response #18 Below as these plant communities have been combined (Now Wet to Wet Mesic Prairie).

18. Wet-Mesic Prairie (Now Wet to Wet Mesic Prairie):
    a. *Hibiscus moscheutos* and *Coreopsis tripteris* have been removed from the plant list.
    b. Understood. Some listed species have remained on the proposed planting list to provide increased diversity. Please see the revised planting plan.
    c. Of the recommended species, *Andropogon gerardii, Veronicastrum virginicum, Symphyotrichum laceolatum, Helianthus grosseserratus, Liatris pycnostachya, Hierchloe odorata* and *Solidago ohiensis* have been added to the wet to wet mesic prairie seed mix due to their availability and reliable germination rate. Other recommended species have not been included within the proposed planting list due to poor germination rates and/or very limited availability. Please see the attached correspondence from Taylor Creek Nursery regarding this information.
    d. Understood. The listed species have been added when possible and/or quantities have been modified to encourage establishment of these species within the wet to wet mesic prairie plant community.

19. Oak Woodland/Oak Openings:
    a. Understood. Some listed species have remained on the proposed planting list to provide increased diversity. Please see the revised planting plan.
    b. Of the recommended species, *Andropogon gerardii, Schizachyrium scoparium, Aquilegia canadensis, Heliopsis helianthoides, Lespidiza capitata* and *Symphyotrichum urophyllum* have been added to the oak woodland/oak opening seed mix due to their availability and reliable germination rate. Other recommended species have not been included within the proposed planting list due to poor germination rates and/or very limited availability. Please see the attached correspondence from Taylor Creek Nursery regarding this information.

20. Mesic Prairie and Grassland Bird Habitat:
    a. *Penstemon digitalis* and *Echinacea purpurea* have been removed from the plant list.

CSP – South Comments:

1. See response for the CSP- North

2. See response for the CSP- North

3 Yes, the modeling and analysis were performed in accordance with the hydrology performance standards in the CSP.

4. See response for the CSP- North

5. See response for the CSP- North

6. See response for the CSP- North

7. See response for the CSP- North

8. Understood.

9. See response for the CSP- North

10. See response for the CSP- North

11. See discussion re: west ditch in the CSP for the Phase 1 –South

12. See response for the CSP- North

13. See response for the CSP- North

14. See response for the CSP- North.

15. See response for the CSP- North

16. See response for the CSP- North

17. See response for the CSP- North

18. See response for the CSP- North

19. See response for the CSP- North

20. See response for the CSP- North

21. See response for the CSP- North

22. See response for the CSP- North

23. See response for the CSP- North

24. Same response as discussed for CSP- North

25. Same response as discussed for CSP- North

26. See response for CSP –North but this was discussed with DNR and the map provided with this interim CSP reflects the agreed upon sampling from that discussion.

27. Same response as discussed for CSP- North

28. Same response as discussed for CSP- North

29. Understood.

USEPA Comments:

Hydrology: These comments were address above in the ACOE and DNR comments. Groundwater monitoring results support the designation as reestablishment for the areas along the south and northwest areas of the site.

Long-Term Site Management: Understood. An endowment fund is being created for the bank and it will be utilized to maintain the site. Bear Development will continue to own and manage the site and the owners of Bear Development will continue to utilize the site for hunting and hiking in the future. Bear Development recognizes the need to manage the site in the long term and proper investment of the endowment fund will provide adequate fund for long term management of the site.

Buffers: Understood; however, the sponsor and consultants do not recommend a temporary buffer between the North and South sections. The concerns with providing a temporary buffer include:

1. additional cost and maintenance that would be required to reduce INN species coverages in the temporary buffer;
2. additional INN species that could germinate from removing the land from agricultural usage, and these INN species then could re-locate into the wetland bank;
3. would additional performance criteria be required in the temporary buffer area;
4. what species would need to be planted in the temporary buffer and how would they be managed;
5. how wide of a temporary buffer would need to be required; and
6. the later conversion of the temporary buffer to a different plant community may cause significant logistical problems at that time.

Crediting: See previous discussion about crediting and updated credit tables.

General: Understood.

AGREEMENT TO ESTABLISH THE BARNES PRAIRIE MITIGATION BANK IN KENOSHA COUNTY, WISCONSIN

This Mitigation Banking Instrument (MBI) is made and entered into on the _____ day of _____, 20_____, by Bear Development, hereinafter the "Sponsor," and the U. S. Army Corps of Engineers (Corps).

WHEREAS, the purpose of this agreement is to establish a mitigation bank (the Bank) providing compensatory mitigation in appropriate circumstances for unavoidable wetland impacts separately authorized by Department of the Army permits issued pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899 (DA permits); and

WHEREAS, the Sponsor is the owner in fee simple of a parcel of land (the Bank Site) containing approximately 403.58 acres located in Kenosha County, Wisconsin, described in the Compensation Site Plans (the Plans) dated November 15, 2017, attached as Appendix A, and as shown on the attached survey in Appendix B.

WHEREAS, the Corps, after consultation with the agencies comprising the Interagency Review Team (IRT), agrees that the Bank Site is a suitable mitigation bank site and that implementation of the Plans will result in creditable compensatory mitigation;

THEREFORE, it is mutually agreed among the parties to this MBI that the following provisions are adopted and will be implemented upon signature of this MBI.

General Provisions

a. The goal of the Bank is to restore and enhance the functions of wet to wet-mesic prairie, sedge meadow, and shallow marsh wetland systems. In circumstances deemed appropriate by the Corps, credits from the Bank may be used as compensation for unavoidable wetland impacts authorized by DA permits.

b. Use of credits from the Bank to offset wetland impacts authorized by DA permits must be in compliance with the Clean Water Act and implementing regulations, including but not limited to the 404(b)(1) Guidelines, the National Environmental Policy Act, and all other applicable Federal and State legislation, rules and regulations.

c. The IRT shall be chaired by a representative of the U.S. Army Corps of Engineers, St. Paul District. Other members of the IRT include the U.S. Environmental Protection Agency, and the Wisconsin Department of Natural Resources. The IRT shall review monitoring and account reports described below. In addition, the IRT will review proposals for corrective measures proposed by the Sponsor, or any of the agencies represented on the IRT.

Compensation Site Plans

a. The Bank Site is in active agriculture use, planted primarily in corn and soybeans. The remaining areas of the site are forested stream corridor. Two branches of Barnes Creek flow through the site and converge before flowing under Sheridan Road, through Carol Beach and Chiwaukee Prairie State Natural Area, before draining into Lake Michigan. A more detailed description of the baseline conditions on the site is contained in the Plans.

b. The Sponsor shall perform the work described in the Plans, including disabling the drain tile per NRCS technical standards and filling one ditch. The site will be planted in native non-invasive species and invasive non-native species will be managed as specified in the Compensation Site Plans. The purpose of this work, and the objective of the Bank, is to restore and enhance the functions of 176.87 acres of wet to wet-mesic prairie, 26.62 acres of sedge meadow, and 7.1 acres of shallow marsh wetland systems and to restore and enhance 118.5 acres of mesic prairie and 76.49 acres of oak opening or oak woodland upland systems.

c. The Corps, at its sole discretion after considering comments from the IRT and the Sponsor, will determine the number of credits generated by this Bank. The projected total credits from this Bank by wetland and compensation type are summarized in the following table.

Community	Acres							Potential Credits by Community
	Enhancement	Rehabilitation	Reestablishment	Wetland Buffer	Upland Buffer	Excess Upland buffer	Total Acres	
Sedge Meadow	25			1.62			26.62	12.905
Wet -Wet Mesic Prairie	24.44	7.62	133.53	11.28			176.87	154.285
Shallow Marsh	5.93			1.17			7.1	3.257
Oak Opening					56.454	18.036	74.49	15.917
Mesic Prairie					118.5		118.5	29.625
Total Acres by Compensation Method	55.37	7.62	133.53	14.07	174.954	18.036	403.58	
Credit Ratio	0.5:1	0.75:1	1:1	0.25:1	0.25:1	0.1:1		
Potential Credits by Compensation Method	27.685	5.715	133.53	3.517	43.738	1.804		215.989

The project will be split into two phases, phase 1 the southern half of the bank and phase 2 the northern half of the bank, with separate Compensation Site Plans that outline the mitigation work plan, credit release schedule, performance standards, monitoring, and financial assurances for each phase.

Phase 1 is anticipated to start construction in 2019 and is anticipated to generate up to 129.837 credits. Phase 2 is anticipated to start construction in 2021 and is anticipated to generate up to 86.152 credits. Phase 2 will continue to be farmed until 2021 when the sponsor will record the easement and deliver financial assurances and initiate construction.

d. The Sponsor shall submit annual monitoring reports to the Corps by December 31 of each year for five years following the first growing season of each phase of the Bank or as otherwise specified in the Plans. The monitoring reports shall include data and photographs on vegetation and hydrology, as specified in the Plans. The Corps, in consultation with the IRT, may shorten or extend the monitoring period based on whether the Bank Site is in compliance with the success criteria specified in the Plans.

e. The Sponsor is responsible for assuring the success of the restoration, rehabilitation and enhancement activities specified in the Plans that will occur at the Bank Site, and for the overall operation and management of the Bank.

f. The Corps shall review the monitoring reports, and may, at any time, after consultation with the Sponsor and the IRT, direct the Sponsor to take corrective measures at the Bank Site. The purpose of the corrective measures shall be to achieve the success criteria specified in the Plans.

g. The Sponsor shall implement any corrective measures by the date specified by the Corps.

h. In the event the Sponsor determines that corrective measures may be necessary to achieve the required success criteria, it shall provide notice of such proposed corrective measures to all members of the IRT. No corrective measures shall be taken without the concurrence of the Corps, in consultation with the IRT.

i. Representatives of the Corps and other IRT agencies shall be allowed reasonable access to the Bank Site for the purposes of inspection of the Bank Site and monitoring compliance with the Plans.

Use of Mitigation Credits

The Bank Service Area (BSA) is the designated area wherein a bank can reasonably be expected to provide appropriate compensation for impacts to wetland or other aquatic resources. The BSA for this Bank is the Southwestern Lake Michigan Bank Service Area in Wisconsin.

For projects in the BSA of this Bank that require Department of the Army (DA) authorization pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899 credits from this Bank may be used to satisfy compensatory mitigation requirements, subject to Corps approval. Use of the Bank to compensate for impacts beyond the BSA may be considered by the Corps on a case-by-case basis when the Corps determines there are no other reasonable compensation options available to the permittee.

The Corps will determine whether use of the credits from the Bank is appropriate for offsetting wetland impacts authorized by a DA permit, and will also determine the number and type(s) of credits required to compensate for those impacts. The Corps will consider comments submitted by the IRT and the public as part of the permit review process before approving of the use of credits from the Bank.

Permit applicants may propose to use a particular mitigation bank to provide the mitigation to be required by a DA permit. Before the Corps will consider such a request, the Sponsor must provide the permit applicant with a statement of credit availability before the Corps will decide whether to approve of the use of the Bank. The State's Purchase Agreement for Wetland Banking Credits form is acceptable for that purpose.

In accordance with the terms of this MBI, the Sponsor agrees that upon Corps approval of a proposal by an applicant to secure mitigation bank credits through a contract with this Bank, a fully executed contract between the Sponsor and the applicant shall act to transfer to this Bank all responsibility for the compensatory mitigation requirement satisfied by the purchase of credits from this Bank.

Release of Credits

a. Bank credits shall not be released for sale to meet compensatory requirements of Department of the Army permits until the release is approved in writing by the Corps. The Corps will not approve of the release of bank credits for Phase 1-South until after all of the following have occurred:

i. Execution of this MBI by the Sponsor, the Corps, and other agencies eligible for membership in the IRT who choose to execute this agreement;

ii. Delivery of any financial assurances required by this MBI;

iii. Recording of the conservation easements required by this MBI;

iv. Provision of a copy of the title insurance policy accepted by the State of Wisconsin.

The Corps will not approve of the release of bank credits for Phase 2-North until after all of the following have occurred:

i. Delivery of any financial assurances required by this MBI;

ii. Recording of the conservation easements required by this MBI;

iii. Provision of a copy of the title insurance policy accepted by the State of Wisconsin.

b. The Sponsor may petition the Corps for the release of bank credits by submitting a request to deposit credits in accordance with the following schedule excerpted from the Plans:

- 10% for Phase 1-South upon IRT approval of the Compensation Site Plans and Mitigation Banking Instrument, recording of the Phase 1 Conservation Easement and establishment of the

Financial Assurances for Phase 1. For Phase 2-North the sponsor may request a release of 10% upon recording of the Phase 2 Conservation Easement and establishment of the Financial Assurances for Phase 2;

- 10% upon IRT approval of the As-Built Plans.;

- 20% upon establishment of hydrology based on meeting the established hydrology performance standards for a minimum of two years.;

- 15 % upon meeting the Interim 1 vegetative performance standards for wet prairie, wet-mesic prairie, mesic prairie, sedge meadow, shallow marsh, and oak opening/oak woodland communities. The Interim 1 vegetative performance standard must be met two consecutive years.; If the vegetative community does not have hydrology performance standards, then 25% may be released for the Interim 1 vegetative performance standard.

- 15% upon meeting the Interim 2 vegetative performance standards for wet prairie, wet-mesic prairie, mesic prairie, sedge meadow, shallow marsh, and oak opening/oak woodland communities. The Interim 2 vegetative performance standard must be met for two consecutive years. Vegetation performance standards run consecutively and the Interim 2 vegetative performance standards may only be met 2 years after Interim 1 performance standards were met. The final performance standard may only be met after the Interim 2 vegetative performance standards has been met. If the vegetative community does not have hydrology performance standards, then 25% may be released for the Interim 2 vegetative performance standard.

- up to 30% upon meeting the Final performance standards for wet prairie, wet-mesic prairie, mesic prairie, sedge meadow, shallow marsh, and oak opening/oak woodland communities. Vegetation performance standards run consecutively and the Final performance standards may only be met after the Interim 2 vegetative performance standards has been met.

c. The above schedule applies only to the extent the Sponsor documents that the Bank Site meets the applicable success criteria. The IRT will have 15 days from receipt of a request to deposit credits to provide comments to the Corps on a request if a site visit is not deemed necessary by the Corps. When a site visit is deemed necessary, the Corps will schedule the site visit to occur within 30 days of receipt of a request to deposit credits and the IRT will have 15 days from the date of the site visit to provide comments.

d. After full consideration of any comments received, the Corps will determine whether the relevant success criteria have been met. The number of credits approved by the Corps for release, if any, is dependent upon whether the applicable success criteria are met and whether the Sponsor has satisfactorily completed required monitoring and other actions. If the Corps determines that the Bank is not meeting success criteria, the Corps may reduce the number of credits available for sale or suspend credit sales entirely.

e. If, after meeting all success criteria as specified in the Plans, the Sponsor finds that the Bank has developed aquatic resource functions substantially in excess of those upon which the

original credit totals and release schedule were based, the Sponsor may submit a written request to the Corps that the MBI be amended to reflect the changes in the number or type of credits. This request must include detailed documentation of the aquatic resources functions provided by the Bank Site, an explanation of how those aquatic resource functions substantially exceed the functions upon which the original credit totals were based, an explanation of the basis for calculating the additional credits, and any other information deemed necessary by the Corps.

Accounting, Ledger Reports and Sale of Credits

The Corps has the responsibility for tracking federally-approved mitigation bank credits in the State of Wisconsin. The Sponsor will comply with all rules imposed by the Corps for tracking the availability and sale of credits. The Sponsor shall establish and maintain a ledger to account for all credit transactions. Each time an approved credit transaction occurs, the sponsor must provide written notification to the St. Paul District Office at the following address: U.S. Army Corps of Engineers, St. Paul District Regulatory Branch, 180 Fifth Street East, Suite 700. St. Paul, Minnesota 55101. The notification can take the form of an updated copy of the ledger that shows the new credit transaction, or can be a copy of the executed contract to purchase credits. The notification must include information on the purchaser of credits (permittee), impact location (county, section, township, and range, and latitude and longitude in decimal degrees), acres and type of wetland impact, amount and type of credit(s) sold, and associated state and federal permit numbers. In addition to documenting individual sales of credits, the Sponsor shall provide annual ledger reports to the IRT for this Bank. Annual ledger reports must include the beginning and ending balances of available credits by credit type, all credit deposits and withdrawals, and other changes in credit availability, such as the release of additional credits or the suspension of credit sales. The Corps will maintain a public, web-based copy of the ledger for the Bank on the Regulatory In-Lieu Fee Bank Information & Tracking System (RIBITS). Once a credit is debited, its value cannot change and the credit cannot be resold.

Closure Procedures

Upon the sale of the last credit in the Bank, such that no credits are available for sale, the Sponsor shall provide a written certification to the Corps stating that all credits are sold and the bank is closed to future sales. The Certification shall state the total number of credits of each wetland type that were sold (e.g. sedge meadow, shallow marsh, upland buffer).

Bank Site Preservation

The Sponsor, and the fee owner of the Bank Site if different from the Sponsor, shall grant a conservation easement to the State of Wisconsin, in a form acceptable to the WDNR and the Corps, sufficient to protect the Bank Site in perpetuity. The conservation easement must provide protection equivalent to the model WDNR conservation easement (attached as Appendix D). Sponsors are encouraged to utilize the model WDNR conservation easement to expedite the review process. Deviations from the model should be highlighted in the version submitted for

agency review. The conservation easement shall be perpetual, preserve all natural areas, and prohibit all use of the property inconsistent with its use as mitigation site, including any activity that would materially alter the biological integrity or functional value of wetlands within the Bank Site, consistent with the Plans. The Sponsor shall deliver a copy of the title insurance covering the mitigation property that is acceptable to the Corps and the State of Wisconsin (easement holder). The property shall be free and clear of any encumbrances that would conflict with its use as mitigation, including, but not limited to, any liens that have priority over the recorded preservation mechanism.

Financial Assurances

Prior to the release of any state or Federal credits for sale, the Sponsor shall provide the following financial assurance(s):

a. Construction. The Sponsor shall provide a letter of credit to the Wisconsin Department of Natural Resources (WDNR) in the amount of $200,000. The construction assurance shall be available to the WDNR to undertake the construction, including seeding and planting, of the mitigation project as described in the Plans. Once the Sponsor has provided documentation to the WDNR and the Corps verifying that all work has been satisfactorily completed, the WDNR, after consulting with the Corps, may authorize the release of any remaining funds to the Sponsor.

b. Maintenance. The Sponsor shall provide a letter of credit to the Wisconsin Department of Natural Resources (WDNR) in the amount of $150,000. The maintenance assurance shall be available to the WDNR to undertake the monitoring and maintenance of the mitigation bank site as required in the Plans. Once the Sponsor has provided documentation to the WDNR and the Corps verifying that the final performance standards have been satisfactorily met, that no additional monitoring is required and that the final release of credits has been authorized by the Corps, the WDNR, after consulting with the Corps, may authorize the release of any remaining funds to the Sponsor. At the request of the Sponsor, the WDNR, after consulting with the Corps, may also authorize a partial release of the maintenance funds during the required monitoring phase of the project for the portion of the work that has been satisfactorily completed.

d. The final form and content of the Sponsor's financial assurance(s) shall be submitted to the WDNR for approval prior to execution.

e. The Sponsor shall provide a copy of the executed financial assurance(s) to the Corps and WDNR.

f. The Sponsor shall be solely responsible for any fees associated with the financial assurance.

g. If the Corps and/or the WDNR determine that the Sponsor has failed to meet their obligations for construction or maintenance contained in the Mitigation Plans, the WDNR and/or Corps will consult with the IRT regarding any corrective actions that may be necessary to address the Sponsor's non-compliance with the Mitigation Plans. Following consultation with the Corps and the IRT, the WDNR may decide to withdraw all or any part of the assurance, upon written

request of the Secretary of the WDNR, to ensure that the site is constructed or maintained in accordance with the Mitigation Plans. The final decision on whether to draw upon the assurance to address non-compliance with the Plans rests with the WDNR in accordance with the terms and conditions of the assurance.

Long-term Management

The Sponsor is responsible for long-term management, and shall implement the long-term management measures described in the Plans. The long-term management measures shall include sufficient monitoring and corrective measures to ensure that the Bank continues to meet the success criteria until the State and Corps concur that the required monitoring period is completed and that the functions of the site appear to be stable or increasing for the foreseeable future. The Sponsor may request to transfer the long-term management responsibilities to a land stewardship entity, such as a public agency, non-governmental organization, or private land manager. Any such transfer must be approved in writing by the Corps.

Modification and Termination

This MBI may be modified only by the written agreement of all parties to the MBI at the time of the modification. Members of the IRT will have 30 days from the date of receipt of the proposed modification to review the proposed modification and submit comments to the Corps. Within 90 days of receipt of the proposed modification, the Corps will notify the Sponsor of the acceptability of the modification, and what changes, if any, are needed. If a member objects, the Corps will notify the Sponsor of the objection, and attempt to resolve the dispute.

The Sponsor is responsible for compliance with the terms of this MBI and the Plans. Should the Sponsor choose to convey the Bank or the underlying property to another party, the successor in interest must sign this MBI in order to transfer responsibility for compliance with the terms of this MBI from the Sponsor to the successor in interest. Furthermore, the terms, conditions, covenants and restrictions set forth in Bank's conservation easement shall be inserted in any subsequent conveyance of any interest in the Bank Site. The Sponsor shall notify the Corps of any such conveyance in writing and by certified mail at least 60 days prior to the conveyance.

If the Sponsor wishes to terminate its responsibilities under this MBI without transferring those responsibilities to a third party, the Sponsor shall submit a written request to the Corps. The Bank shall be closed and the sale of credits shall be suspended indefinitely. The Corps in consultation with the IRT shall determine what, if any, remedial measures will be necessary to ensure that functions provided by previously sold credits will be maintained or otherwise compensated for. Such remedial measures may include using the financial assurance to provide alternative compensatory mitigation. The conservation easement on the Bank Site shall remain in effect in perpetuity unless an amendment of the easement is agreed to in writing by both the Corps and the State of Wisconsin.

Any agency participant may terminate its participation in the IRT with notice in writing to all other parties to this MBI. Termination shall be effective seven (7) days from placing said notices

in the United States mail. Member withdrawal shall not affect any prior sale of credits and all remaining parties shall continue to implement and enforce the terms of this MBI. Except for termination as described above, this agreement may be modified only with the written agreement of all remaining parties to this MBI at the time of the modification.

Miscellaneous

a. Any obligation of the United States Government set forth in this MBI is subject to and dependent on the appropriation and allocation of sufficient funds for that purpose.

b. The Sponsor shall ensure that any and all real property taxes and assessments levied by competent authority on the Bank Site are paid in full.

c. If the Sponsor is unable to meet any of the requirements under this MBI, it shall provide written notification to the Corps within 30 days of the failure to meet any of the requirements, stating the reason for the failure. If the Corps determines that the failure to meet the requirement was primarily caused by an act, event or condition beyond the Sponsor's reasonable control, the Corps may excuse the failure, and require corrective measures if necessary. If the Corps determines that the failure to meet the requirements was not reasonable, the Corps may suspend the sale of credits, reduce the number of credits available for sale, require corrective measures, or take other remedial actions as appropriate.

d. No third party shall be deemed a beneficiary of this MBI and no one except the signatories of this MBI, their successors and assigns, shall be entitled to seek enforcement of this MBI.

e. In the event any one or more of the provisions contained in this MBI are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this MBI shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

f. Corps approval of this Instrument constitutes the regulatory approval required for the Barnes Prairie Mitigation Bank to be used to provide compensatory mitigation for Department of the Army permits pursuant to 33 CFR 332.8(a)(1). This Instrument is not a contract between the Sponsor or Property Owner and the Corps or any other agency of the federal government. Any dispute arising under this Instrument will not give rise to any claim by the Sponsor or Property Owner for monetary damages. This provision is controlling notwithstanding any other provision or statement in the Instrument to the contrary.

g. This MBI shall be governed by and construed in accordance with the laws of Wisconsin and the United States as appropriate.

h. In the event of a disagreement involving the Corps, members of the IRT, and/or the Sponsor, the Corps will make the final decision after considering all opinions.

i. All notices and required reports shall be sent by regular mail to each of the parties at their respective addresses, provided below, unless a different address is specified in writing:

Sponsor:
Bear Development
4011 80th Street
Kenosha, WI 53142

Interagency Review Team

Corps:
Ms. Marie Kopka
Project Manager
St. Paul District
U.S. Army Corps of Engineers
250 N. Sunnyslope Road, Suite 296
Brookfield, WI 53005

EPA:
USEPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Wisconsin DNR:
Wisconsin Dept. of Natural Resources
101 S. Webster St. - WT/3
Madison, WI 53707-7921

List of Appendices

Appendix A: Compensation Site Plans

Appendix B: Property Survey and Legal Descriptions

Appendix C: Map – Bank Service Area

Appendix D: Model WDNR Conservation Easement Form

Appendix E: Letters of Credit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Barnes Prairie_Mitigation Bank In Kenosha County, Wisconsin"

Sponsor:

By: _____ Date: _____
Name: _____

U.S. Army Corps of Engineers:

By: _____ Date: _____
Chad S. Konickson
Chief, Regulatory Branch

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Barnes Prairie Mitigation Bank In Kenosha County, Wisconsin"

U.S. Environmental Protection Agency:

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Barnes Prairie Mitigation Bank In Kenosha County, Wisconsin"

Natural Resources Conservation Service:

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entitled "Agreement To Establish The Barnes Prairie Mitigation Bank In Kenosha County, Wisconsin"

Wisconsin Department of Natural Resources :

By: _____ Date: _____

DRAWN BY: ZJH				
DESIGNER:				
CHECKED BY: MAM				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

OVERALL DITCH SITE
PRELIMINARY GRADING PLAN

FILE NO. 143744
DATE 12/01/2017

1 OF 6

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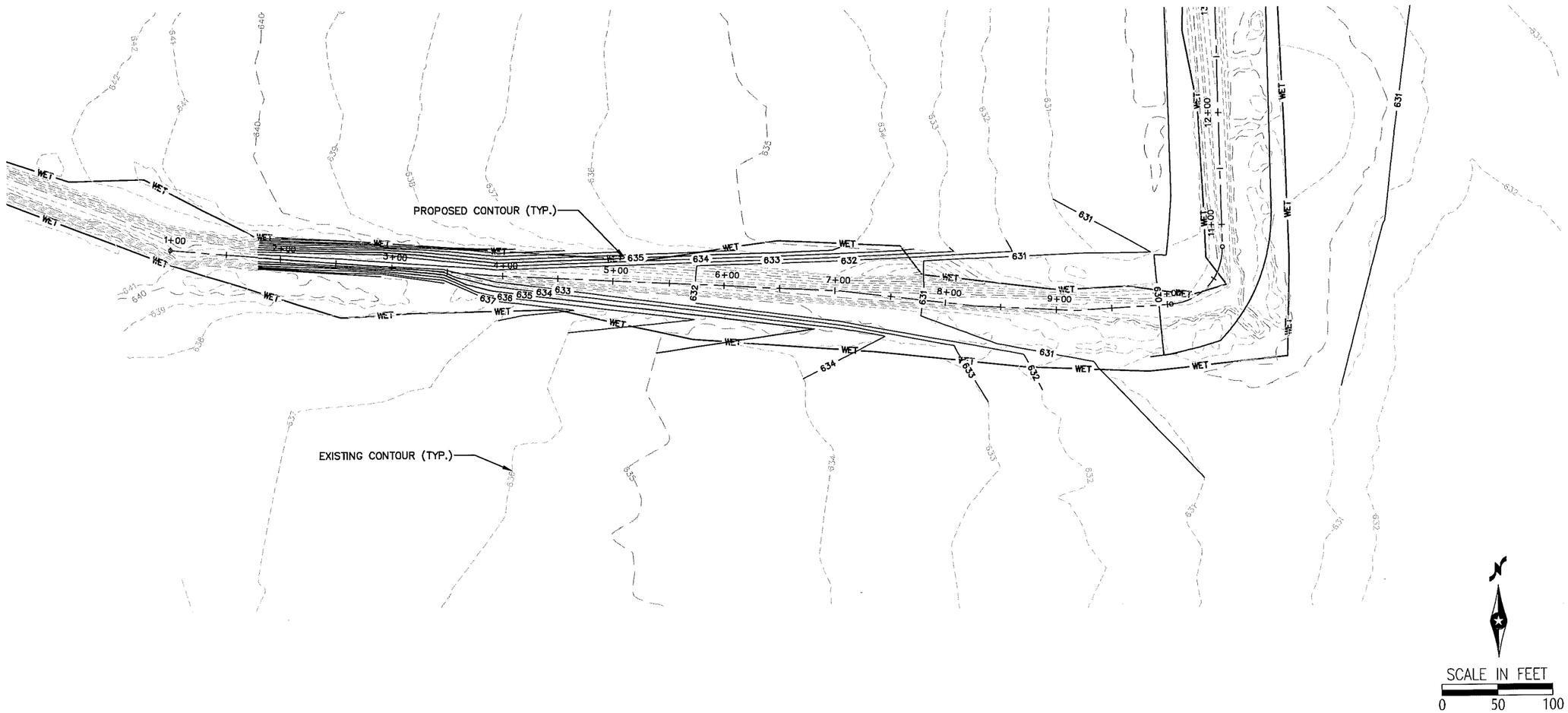

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DRAWN BY: ZJH				
DESIGNER:				
CHECKED BY: MAM				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

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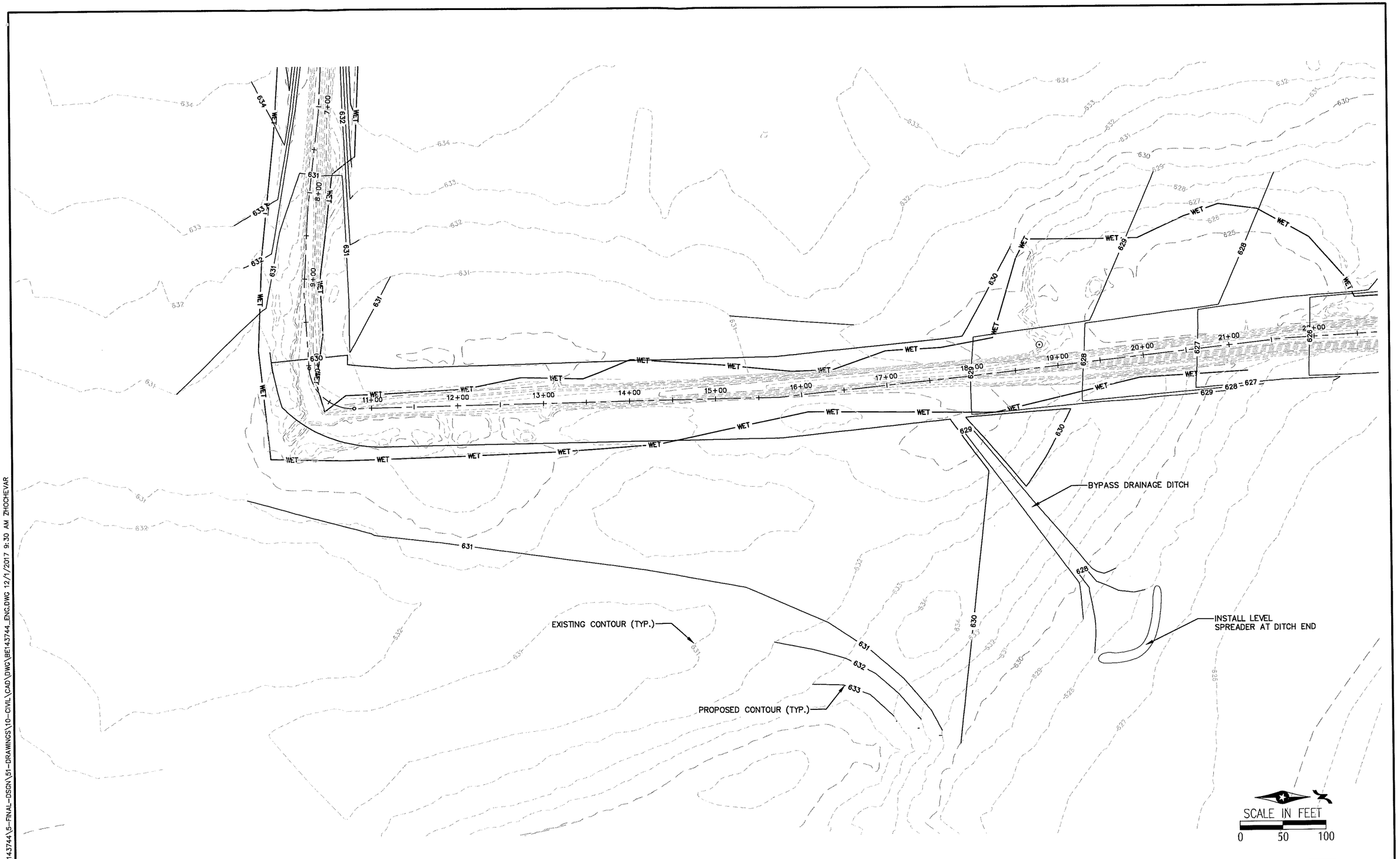
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

DETAIL PRELIMINARY GRADING PLAN
STA 1+00 TO 11+00

FILE NO. 143744
DATE 12/01/2017



DRAWN BY: ZJH DESIGNER: CHECKED BY: MAM DESIGN TEAM	NO.	BY	DATE	REVISIONS	

SEH PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

DETAIL PRELIMINARY GRADING PLAN
STA 10+00 TO 21+00

FILE NO. 143744
DATE 12/01/2017

3 OF 6

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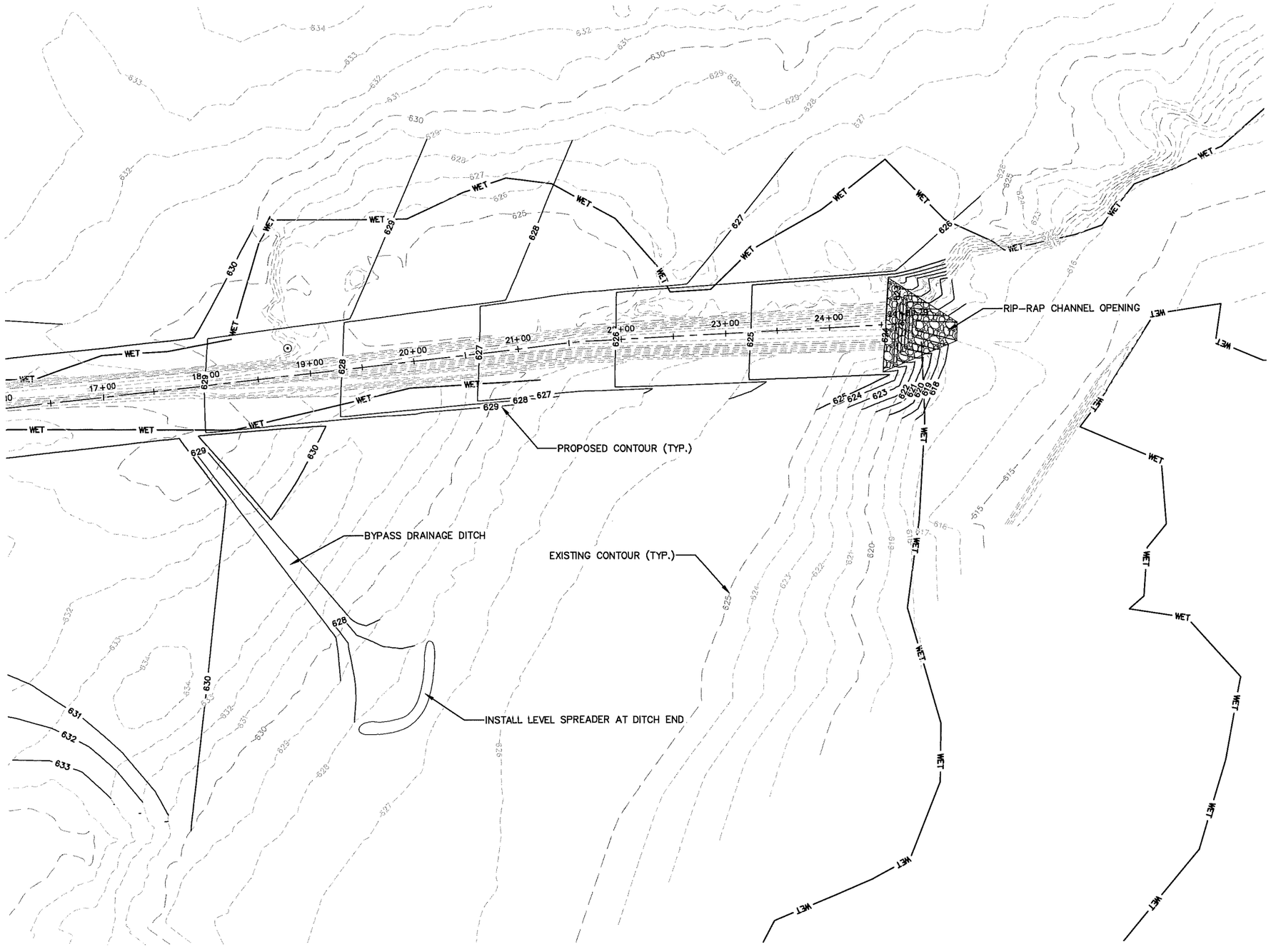

DRAWN BY: ZJH				
DESIGNER:				
CHECKED BY: MAM				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

DETAIL PRELIMINARY GRADING PLAN
STA 20+00 TO 25+00

FILE NO. 143744
DATE 12/01/2017

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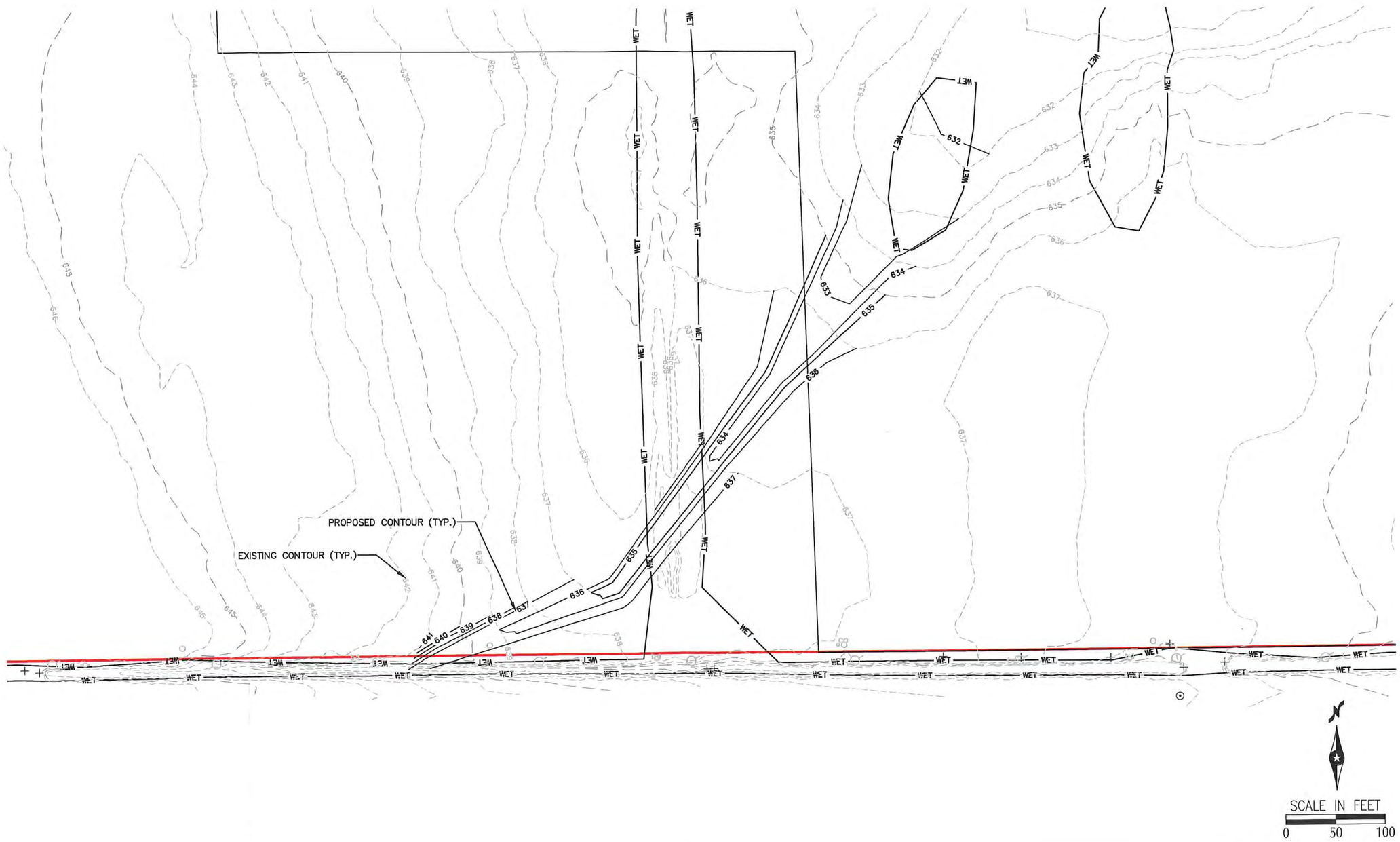

DRAWN BY: ZJH	NO.	BY	DATE	REVISIONS
DESIGNER:				
CHECKED BY: MAM				
DESIGN TEAM				

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BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

PRELIMINARY ADAPTIVE MANAGEMENT PLAN

FILE NO. 143744
DATE 12/01/2017

5 OF 6

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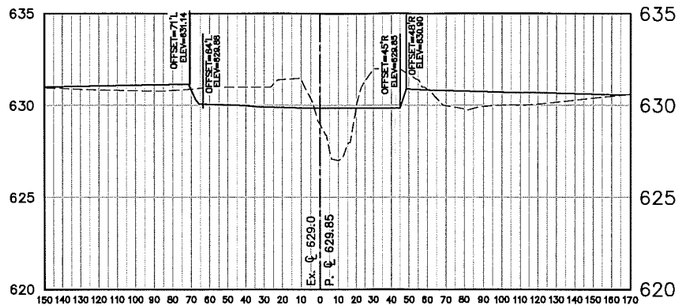

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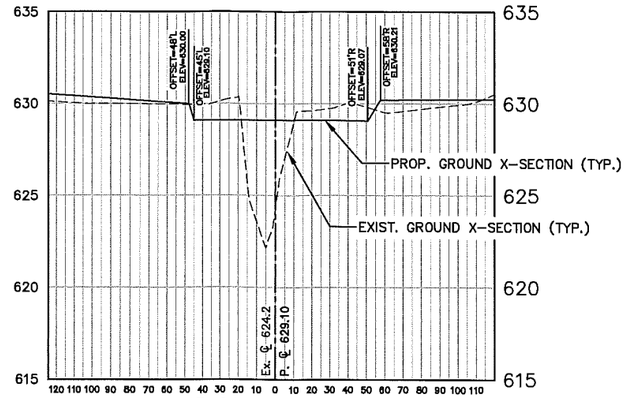

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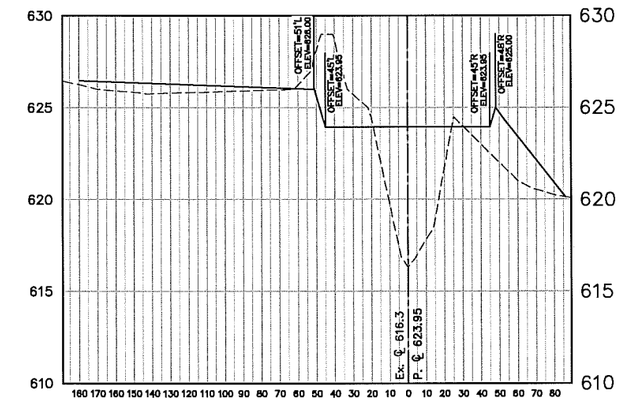

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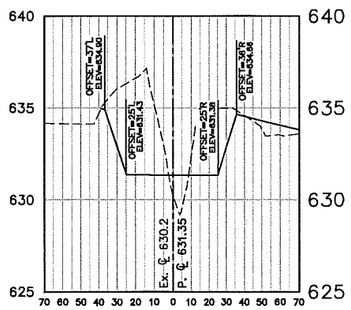

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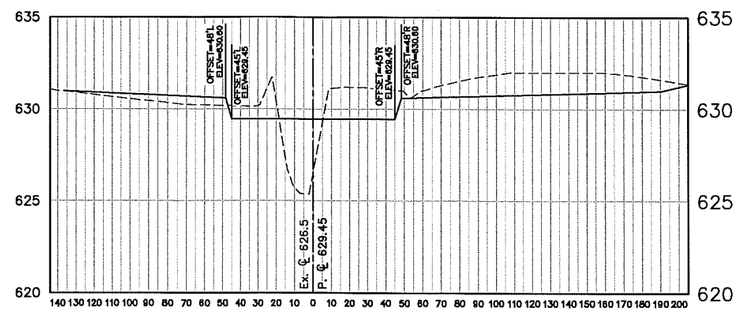

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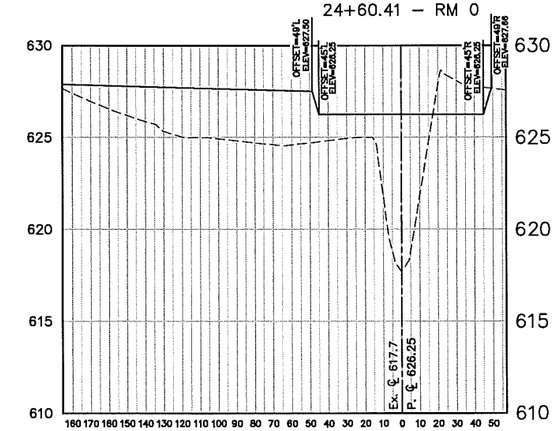

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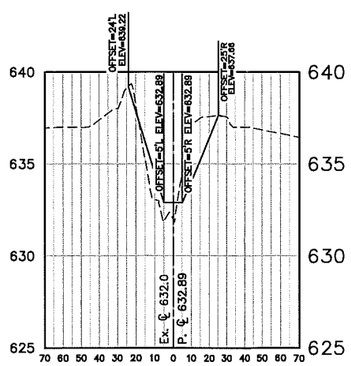

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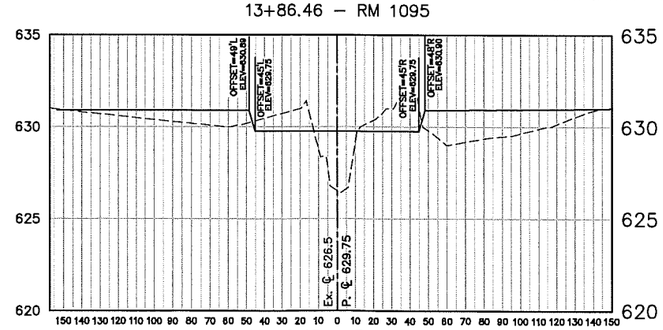

11+19.48 – RM 1365

SCALE:
VERTICAL - 1" = 8'
HORIZONTAL - 1" = 80'

DRAWN BY: ZJH DESIGNER: CHECKED BY: MAM DESIGN TEAM	NO.	BY	DATE	REVISIONS	

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PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

PRELIMINARY CROSS SECTIONS

FILE NO. 143744
DATE 12/01/2017

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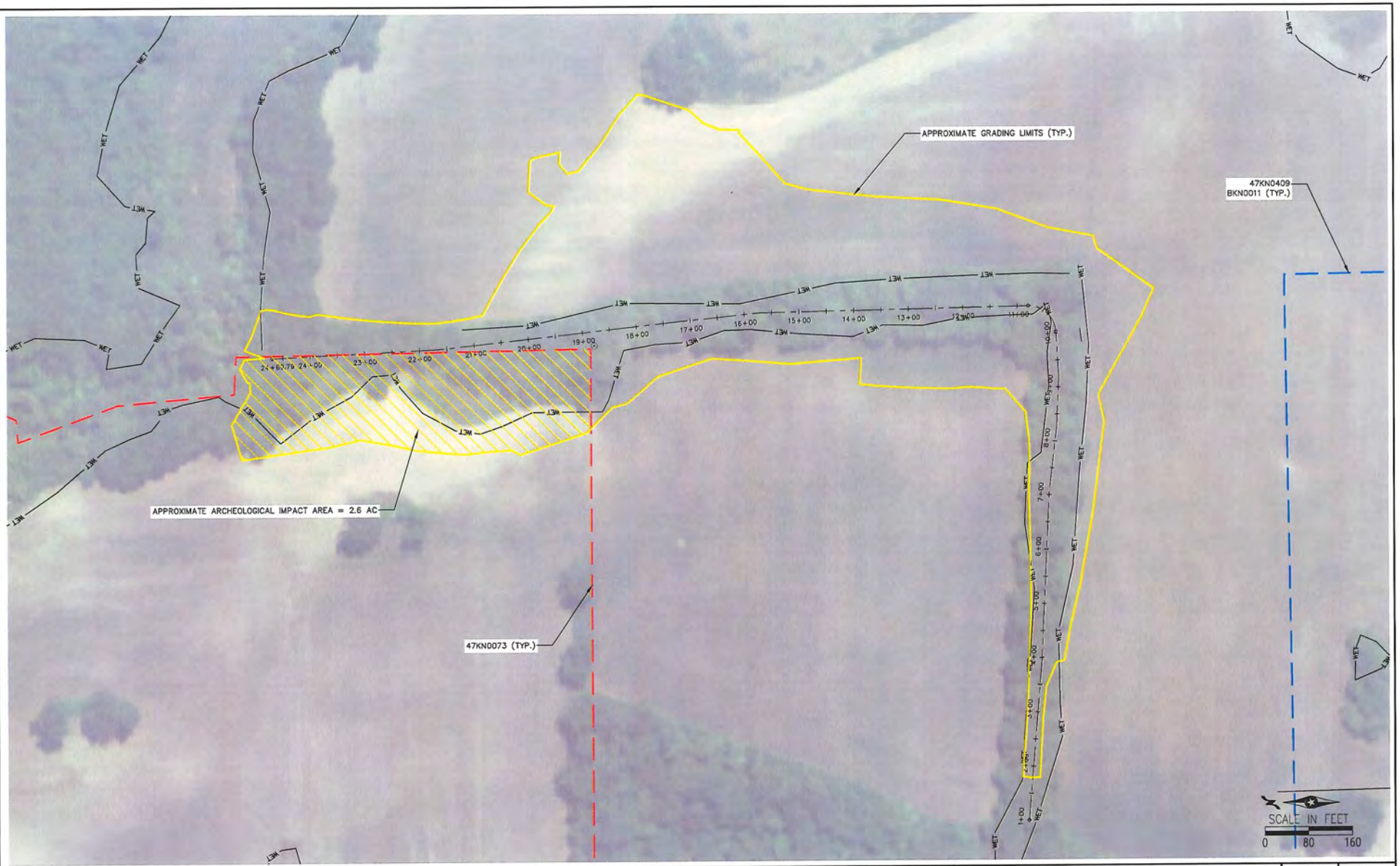

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BARNES PRAIRIE MITIGATION BANK
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

ARCHEOLOGICAL IMPACT EXHIBIT

FILE NO. 143744
DATE 12/12/2018

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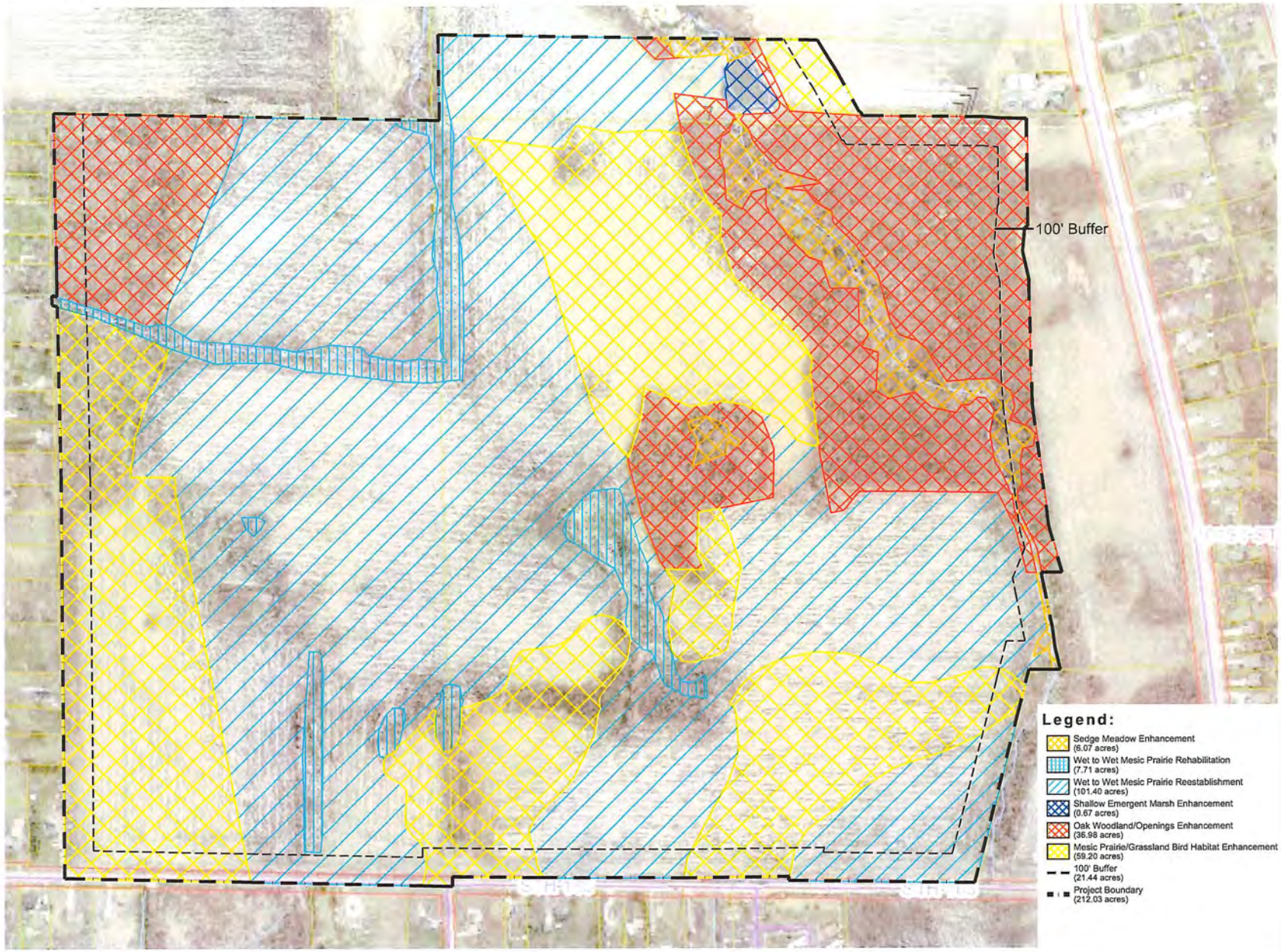


DATE: 11/13/2017
DRAWN BY: KM / PM
REVIEWED BY: SR / SO

DATE	REVISIONS	BY

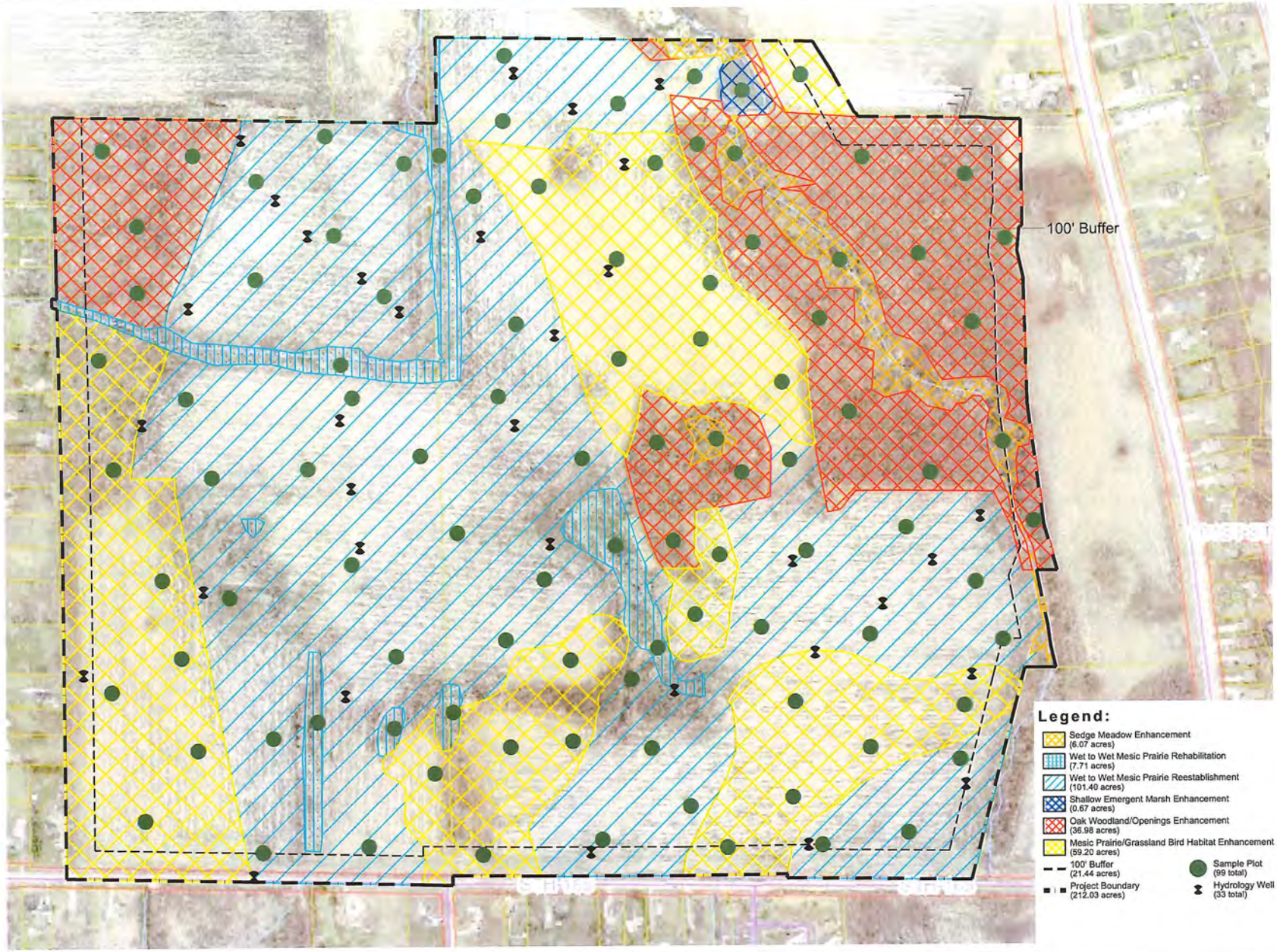
SHEET 1 OF 2

ENCAP INCORPORATED
2565 Wagner Court, DeKalb, IL 60115
(O) 815.748.4500 (F) 815.748.4255
www.encapinc.net

Proposed Plant Community Map
Barnes Prairie South Wetland Mitigation Bank

NORTH

0 75 150 300
SCALE: 1"=150'



DATE: 11/15/2017
DRAWN BY: KM / PM
REVIEWED BY: SR / SD

REV.	DATE	DESCRIPTION	BY

SHEET 2 OF 2

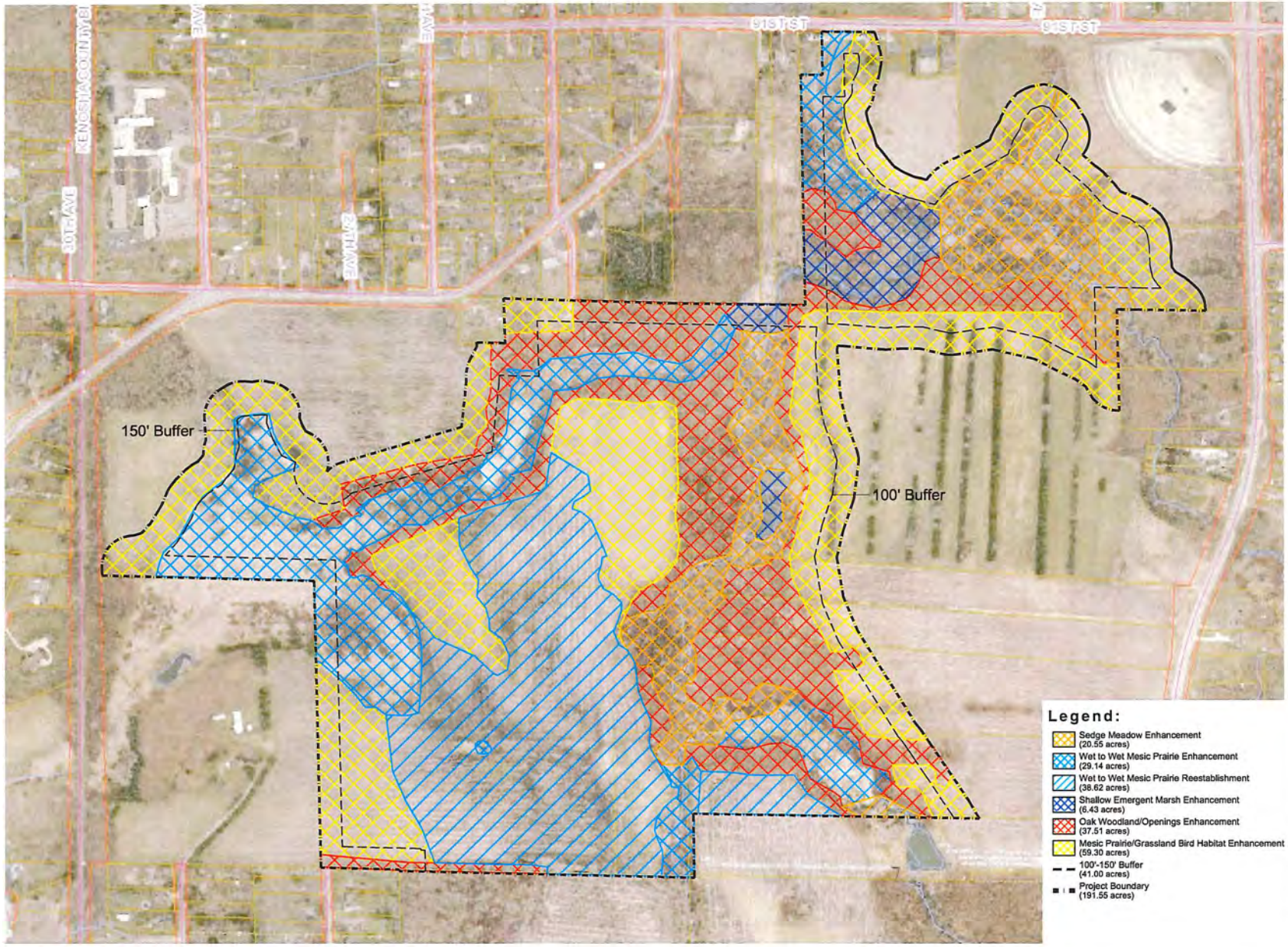
ENCAP INCORPORATED
2565 Wagner Court, DeKalb, IL 60115
(O) 815.748.4500 (F) 815.748.4255
www.encapinc.net

Sample Plot Map

Barnes Prairie South Wetland Mitigation Bank

NORTH

0 75 150 300
SCALE: 1"=150'



DATE: 11/13/2017
DRAWN BY: KM / PM
REVIEWED BY: SR / SD

REV.	REVISIONS	DATE

SHEET 1 OF 2

ENCAP INCORPORATED
2885 Wagner Court, DeKalb, IL 60115
(O) 815 748.4500 (F) 815 748.4255
www.encapinc.net

Proposed Plant Community Map
Barnes Prairie North Wetland Mitigation Bank

NORTH

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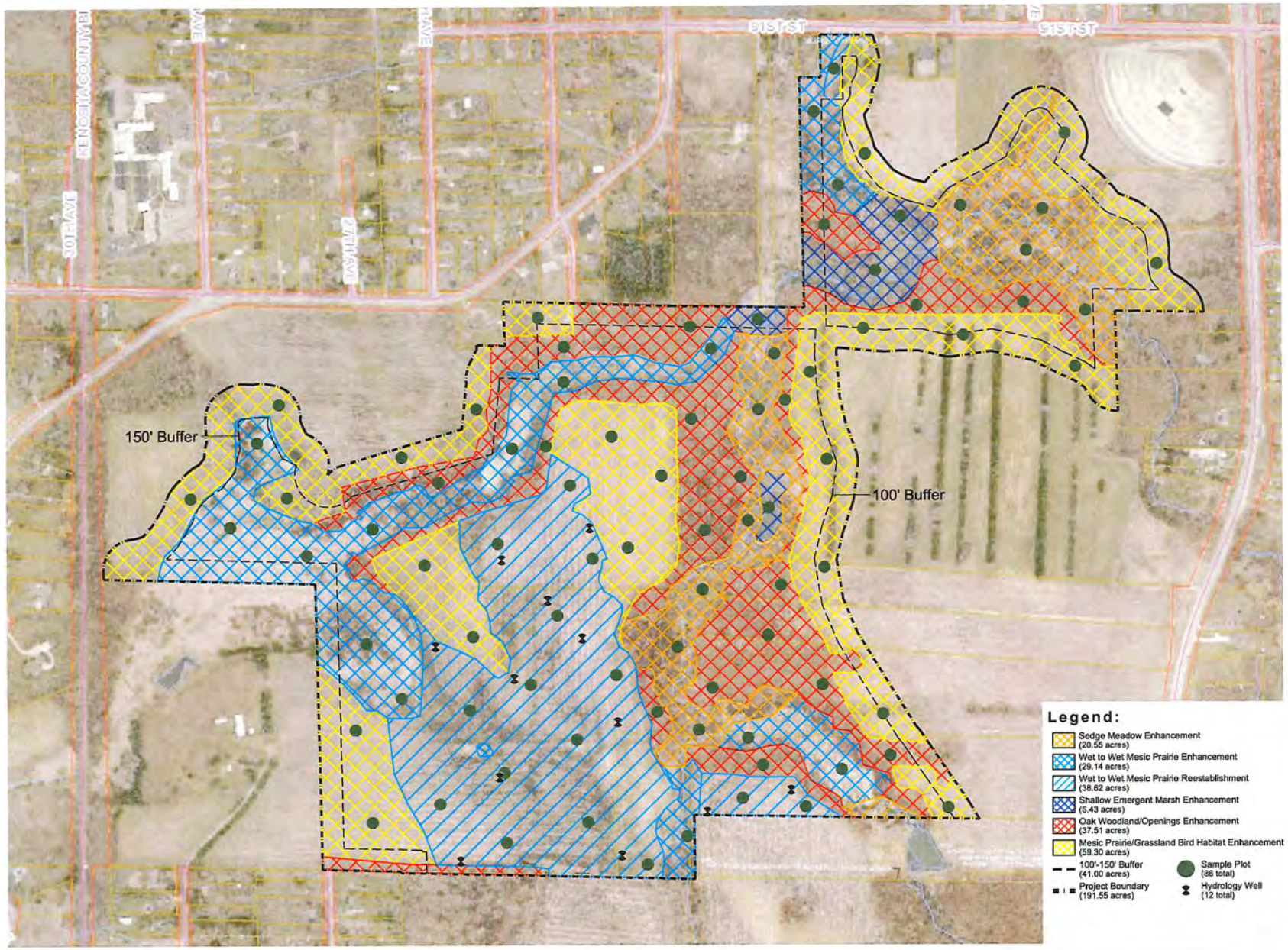
SCALE: 1"=200'



DATE: 11/13/2017
DRAWN BY: KM / PM
REVIEWED BY: SR / SD

REV	DATE	BY	REVISION

SHEET 2 OF 2

ENCAP INCORPORATED
2385 Wagner Court, DeKalb, IL 60115
(O) 815.748.4500 (F) 815.748.4255
www.encapinc.net

Sample Plot Map

Barnes Prairie North Wetland Mitigation Bank

Credit Release Schedule - Southern Project Area									
	WETLAND CREDIT RELEASE				UPLAND CREDIT RELEASE			TOTAL CREDIT RELEASE	
		Wet to Wet-Mesic Prairie			Upland Buffer			Total Potential Credit Release	
Milestone (% credit release)	Sedge Meadow Enhancement & Buffer	Rehabilitation	Reestablishment & Buffer	Shallow Marsh Enhancement	Upland Credits	Distribution of Upland Credits[1]		Total Credits	Distribution of Total Credits by Community[2]
MBI Execution & Delivery of FA (10%)	0.287	0.572	9.687	0.0335	2.4	0.36 Sedge Meadow 1.92 Wet to Wet-Mesic Prairie 0.12 Shallow Marsh		12.9795	0.647 Sedge Meadow 12.179 Wet to Wet-Mesic Prairie 0.1535 Shallow Marsh
As-Built Approval (10%)	0.287	0.572	9.687	0.0335	2.4	0.36 Sedge Meadow 1.92 Wet to Wet-Mesic Prairie 0.12 Shallow Marsh		12.9795	0.647 Sedge Meadow 12.179 Wet to Wet-Mesic Prairie 0.1535 Shallow Marsh
Vegetation PS Interim 1 (15% for Reestablishment, 25% for Enhancement and Buffer)	0.718	1.428	14.53	0.084	6.015	0.902 Sedge Meadow 4.812 Wet to Wet-Mesic Prairie 0.301 Shallow Marsh		22.775	1.62 Sedge Meadow 20.77 Wet to Wet-Mesic Prairie 0.385 Shallow Marsh
Vegetation PS Interim 2 (15% for Reestablishment, 25% for Enhancement and Buffer)	0.718	1.428	14.53	0.084	6.015	0.902 Sedge Meadow 4.812 Wet to Wet-Mesic Prairie 0.301 Shallow Marsh		22.775	1.62 Sedge Meadow 20.77 Wet to Wet-Mesic Prairie 0.385 Shallow Marsh
Hydrology PS (20%)	-	-	19.375	-	-	- Sedge Meadow - Wet to Wet-Mesic Prairie - Shallow Marsh		19.375	- Sedge Meadow 19.35 Wet to Wet-Mesic Prairie - Shallow Marsh
Final PS (30%)	0.862	1.715	29.061	0.1	7.215	1.082 Sedge Meadow 5.772 Wet to Wet-Mesic Prairie 0.361 Shallow Marsh		38.953	1.944 Sedge Meadow 36.548 Wet to Wet-Mesic Prairie 0.461 Shallow Marsh
Total Potential Credits	**2.872**	**5.715**	**96.87**	**0.335**	**24.045**			**129.837**	

[1]Each upland buffer credit release is divided into wetland community credit as follows: 80% wet to wet-mesic prairie, 15% sedge meadow, 5% shallow marsh

[2]Total distribution for each community includes release credits for both wetland and upland

Table 12 Credit Release Schedule - Phase 2 - North								
	WETLAND CREDIT RELEASE				UPLAND CREDIT RELEASE		TOTAL CREDIT RELEASE	
		Wet to Wet-Mesic Prairie			Upland Buffer		Total Potential Credit Release	
Credit Release Phase/Milestone	Sedge Meadow Enhancement & Buffer	Rehabilitation	Reestablishment & Buffer	Shallow Marsh Enhancement	Upland Credits	Distribution of Upland Credits[1]	Total Credit Release	Total Potential Credits by Community[2]
MBI Execution & Delivery of FA (10%)	1.003	1.35	3.82	0.291	2.15	0.43 Sedge Meadow 1.505 Wet to Wet-Mesic Prairie 0.215 Shallow Marsh	8.614	1.433 Sedge Meadow 6.675 Wet to Wet-Mesic Prairie 0.506 Shallow Marsh
As-Built Approval (10%)	1.003	1.35	3.82	0.291	2.15	0.43 Sedge Meadow 1.505 Wet to Wet-Mesic Prairie 0.215 Shallow Marsh	8.614	1.433 Sedge Meadow 6.675 Wet to Wet-Mesic Prairie 0.506 Shallow Marsh
Vegetation PS Interim 1 (15% for Reestablishment, 25% for Enhancement and Buffer)	2.508	3.375	5.73	0.731	5.374	1.075 Sedge Meadow 3.762 Wet to Wet-Mesic Prairie 0.537 Shallow Marsh	17.718	3.583 Sedge Meadow 12.867 Wet to Wet-Mesic Prairie 1.268 Shallow Marsh
Vegetation PS Interim 2 (15% for Reestablishment, 25% for Enhancement and Buffer)	2.508	3.375	5.73	0.731	5.374	1.075 Sedge Meadow 3.762 Wet to Wet-Mesic Prairie 0.537 Shallow Marsh	17.718	3.583 Sedge Meadow 12.867 Wet to Wet-Mesic Prairie 1.268 Shallow Marsh
Hydrology PS (20%)	-	-	7.64	-	-	- Sedge Meadow - Wet to Wet-Mesic Prairie - Shallow Marsh	7.64	- Sedge Meadow 7.64 Wet to Wet-Mesic Prairie - Shallow Marsh
Final PS (30%)	3.011	4.05	11.46	0.878	6.449	1.289 Sedge Meadow 4.515 Wet to Wet-Mesic Prairie 0.645 Shallow Marsh	25.848	4.3 Sedge Meadow 20.025 Wet to Wet-Mesic Prairie 1.523 Shallow Marsh
Total Potential Credits	**10.033**	**13.5**	**38.2**	**2.922**	**21.497**		**86.152**	

[1]Each upland buffer credit release is divided into wetland community credit as follows: 80% wet to wet-mesic prairie, 15% sedge meadow, 5% shallow marsh

[2]Total distribution for each community includes release credits for both wetland and upland