

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
July 18, 2011
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – June 20, 2011
5. Public Hearings – **continued from May 16 and June 20, 2011 meetings**
 - A. Consider Meadowdale Estates Addition #1 concrete paving project.
 - 1) Resolution #11-10- Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a concrete paving project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.
 - B. Consider Meadowdale Estates Addition #1 street and cul-de-sac landscaping project.
 - 1) Resolution #11-11 – Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a street and cul-de-sac landscaping project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator's Report

8. New Business

- A. Receive Plan Commission recommendation and consider Ordinance #11-18 and Ordinance #11-19 to amend two (2) existing Planned Unit Development (PUD) Ordinances for Prime Outlets to reflect the name change of the Outlet Mall to Pleasant Prairie Premium Outlets and to make minor changes related to Temporary Tenant Signs and vending machines.
- B. Receive Plan Commission recommendation and consider Ordinance #11-20 to rezone approximately six (6) acres of the property located at 5900 93rd Street from the A-2, General Agricultural District to R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District.
- C. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide the property located at the southwest corner of 95th Street and Green Bay Road into two (2) parcels.
- D. Consider an amendment to the Chiwaukee Prairie Land Management Agreement between The Nature Conservancy and the Village originally approved on April 18, 2011 for land south of 116th Street within the Chiwaukee Prairie.
- E. Consider Resolution #11-21 to initiate an amendment to the Village of Pleasant Prairie 2035 Comprehensive Plan and the Village Zoning Ordinance related to the updated Kenosha County Farmland Preservation Plan and the Agricultural Preservation zoning requirements.
- F. Consider Resolution #11-22 to initiate the discontinuance of a portion of 103rd Street between 8th and 11th Avenues at the request of the Wisconsin Department of Natural Resources.
- G. Consider Resolution #11-24 to dispose of Fire & Rescue Department surplus equipment.
- H. Consider recommendation to purchase an outboard motor for new Fire & Rescue Department boat.
- I. Consider Engineering Services Contract for the Piche Stormwater Project located in the vicinity of 111th Street and 61st Avenue.
- J. Consider award of contract for the South Kenosha Drainage Swale Project.
- K. Consider Resolution #11-25 Amendment of the 2011 Budget related to the February 2011 snow emergency.

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- L. Consider Resolution #11-23 – Preliminary resolution declaring intent to exercise special assessment police powers in connection the levying of a special assessment as security related to a collateral agreement with the Village of Pleasant Prairie and the State of Wisconsin for a 1993 Transportation Economic Assistance Rail Agreement.
- M. Consider disallowance of claim submitted by Progressive Insurance for vehicle damage caused by a construction barrel located on Interstate 94.
- N. Consider reappointments to the Community Development Authority.
- O. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
 - 1) Approve Operator License applications on file.
 - 2) Approve Operator License renewal late applications.

9. Village Board Comments

10. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
9915 39th Avenue
Pleasant Prairie, WI
June 20, 2011
6:00 p.m.**

A Regular Meeting of the Pleasant Prairie Village Board was held on Monday, June 20, 2011. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Tom Shircel, Assistant Village Administrator; John Steinbrink Jr., Public Works Director; and Jane Romanowski, Village Clerk. Two citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JUNE 6, 2011**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any additions or corrections?

YUHAS MOVED TO APPROVE THE MINTUES OF THE JUNE 6, 2011 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

- 5. PUBLIC HEARINGS - WILL BE CONTINUED ON JULY 18, 2011.**
 - A. Consider Meadowdale Estates Addition #1 concrete paving project.**
 - 1) Resolution #11-10- Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a concrete paving project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.**

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B. Consider Meadowdale Estates Addition #1 street and cul-de-sac landscaping project.

- 1) **Resolution #11-11 - Final Resolution Authorizing Construction of Public Improvements and Levying Special Assessments against benefited property with the construction of a street and cul-de-sac landscaping project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.**

Jane Romanowski:

We just need a motion and a second to continue both hearings on July 18th.

Steve Kumorkiewicz:

So moved.

Clyde Allen:

Second.

John Steinbrink:

This is for Items A and B to extend them to July 18th.

KUMORKIEWICZ MOVED TO CONTINUE PUBLIC HEARINGS A AND B TO JULY 18, 2011, SECONDED BY ALLEN; MOTION CARRIED 5-0.

6. CITIZEN COMMENTS

Jane Romanowski:

Harmony, we'll have you speak at the time that your operator license is on the agenda. So the only other speaker that signed up tonight is Bob Babcock.

Bob Babcock:

Bob Babcock, 11336 Lakeshore Drive. The other day we had a fair amount of wind blowing around in the Village, and an awful lot of branches came down, some pretty good sized ones. And I want to commend the Village for doing an excellent job in picking them up. I had a good sized one come down in my yard, and a little bit after eleven that morning the Village was there picking that up. There was only one small little problem. My five year old grandson was there watching, and as the crew started to leave, grandson found a little branch and he yelled you forgot one and the crew stopped immediately and allowed him to put that in the trailer by himself. Now he's wondering if you have any openings. Thank you.

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John Steinbrink:

You mean you didn't keep that for firewood for the winter, Bob?

Jane Romanowski:

There were no other signups.

John Steinbrink:

Anyone else wishing to speak under citizens' comments?

7. ADMINISTRATOR'S REPORT – None.

8. NEW BUSINESS

A. Consider Resolution #11-17 congratulating Jelly Belly Candy Company on the 10th Anniversary of the Wisconsin Jelly Belly Visitor Center.

Jane Romanowski:

Mr. President, there is a representative from Jelly Belly tonight here in the audience, Joy, and the Village does have a resolution if you'd like to present her with that.

John Steinbrink:

Joy, if you want to come up here to the podium. We have Resolution #11-17. This is resolution of congratulations to Jelly Belly Candy Company during the 10th anniversary celebration of your Pleasant Prairie, Wisconsin Jelly Belly Visitor Center.

Joy:

Thank you.

John Steinbrink:

I don't see any Jelly Belly's with you. I didn't see the Jelly Belly car.

Joy:

It's out there.

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John Steinbrink:

The certificate reads: Whereas the Jelly Belly Candy Company has operated a successful Jelly Belly Warehouse and Visitor Center in the Village of Pleasant Prairie, Wisconsin for the past ten years. It's been a whole ten years already?

Joy:

It is.

John Steinbrink:

And how many new flavors have you introduced over ten years?

Joy:

More than 105. We just brought back beanboozled and we brought Harry Potter. If you're interested in booger I'll bring you some.

John Steinbrink:

That one never goes away. Whereas the Jelly Belly Warehouse and Visitor Center offers and promotes free public tours as Jelly Belly Pleasant Prairie Warehouse and Visitor Center and has greatly bolstered tourism within the surrounding community; and Whereas the Jelly Belly Candy Company through its Warehouse and Visitor Center tours has brought smiles to the faces of many children and families both local and from far; and Whereas the Jelly Belly Candy Company has consistently been an active supporter of community events and programs, even though you forgot the Jelly Belly's tonight; Whereas the month of July the Jelly Belly Candy Company will be celebrating the 10th anniversary of their Pleasant Prairie, Wisconsin Warehouse and Visitor Center;

And now therefore be it resolved by the Board of Trustees of the Village of Pleasant Prairie that the Jelly Belly Candy Company receives our sincere congratulations on their 10th anniversary in the Village of Pleasant Prairie and our sincere appreciation for their continued involvement as a community. And this is considered and adopted on this 20th day of June, 2011. John Steinbrink, President, Jane Romanowski, Clerk and the entire Board and Community in Pleasant Prairie. I want to present this to you if you want to come up.

(President Steinbrink presented Resolution to Jelly Belly representative)

Clyde Allen:

I make a motion to approve Resolution 11-17.

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Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. Any discussion?

ALLEN MOVED TO ADOPT RESOLUTION #11-17 CONGRATULATING JELLY BELLY CANDY COMPANY ON THE 10TH ANNIVERSARY OF THE WISCONSIN JELLY BELLY VISITOR CENTER; SECONDED BY SERPE; MOTION CARRIED 5-0.

John Steinbrink:

Just to say congratulations and thank you for choosing Pleasant Prairie. It's amazing when you travel around the country and you say you're from Pleasant Prairie people say, well, there's Jelly Belly's in Pleasant Prairie. So a lot of people from the entire country have come here to tour your plant and bring home Jelly Belly's. I know you've had governors in your facility riding the trains. Even I fit in those little cars and rode around. They didn't let me drive the train but I did get free samples when I was there. It was a good tour, and we look forward to many more years. Do you have any plans for any expansion?

(Unintelligible)

John Steinbrink:

Because I thought with that extra land out there there would be a Ferris wheel and a giant jelly bean and rides and everything else. It would be Jelly Belly Land. We'll wait for that in the future.

Joy:

Thank you.

John Steinbrink:

Alright, thank you.

B. Consider the request of New Cingular Wireless PCS, LLC (d/b/a AT & T) to extend the time to execute an Option and Lease Agreement for a cell tower facility at Prairie Springs Park.

Tom Shircel:

Thank you Mr. President and Village Trustees. If you'll recall, on December 20th of last year the Village Board conditionally approved an option and lease agreement with new Cingular Wireless

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who is doing business at AT&T for a new cellular site at the Prairie Springs Park as you can see on the slide just east of the south ball field. That facility is supposed to be a 150 foot tall tower with six antennas at the top of it. If the Board will recall, that agreement was approved and options approved conditionally on three conditions, the first being completion and execution of the agreement by AT&T by June 21st of this year which is tomorrow so they come before you for an extension.

The second condition was compliance with the December 13th Plan Commission approval of the conditional use permit and site and operational plans any conditions thereof for the facility. Well, last Monday the Plan Commission did approve an extension of the conditional use permit and the site and operational plans, and they approved those until December 18, 2011. And the third condition was the inclusion of the exhibits in the agreement. Obviously those aren't done because they're asking for the extension.

The staff does recommend that the Village Board approve the extension. And in order to avoid any future confusion it is recommended that the option and lease agreement extension lasts until December 18, 2011 which coincides with the Plan Commission agreement as well so there wouldn't be confusion. With that I'll give it back to the Board.

John Steinbrink:

Your mic is breaking out but Mr. Serpe has a question.

Michael Serpe:

Tom, isn't there a plan for an AT&T tower right here on the Village site?

Tom Shircel:

Yes, the representative from AT&T was at the Plan Commission meeting last week, and he indicated that there are plans tentatively for AT&T and T-Mobile to merge, and T-Mobile already has an equipment shelter and antennas on the antenna here at the Village Hall. So those plans are deferred for now. They don't know if they're going to come back and pursue that or not at this time.

Michael Serpe:

Now that you mention that I was at the Plan Commission meeting and now I remember that being said. Thank you.

Steve Kumorkiewicz:

I think it's an issue of frequencies in the phone, the two companies.

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Michael Serpe:

I would move approval of the extension.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO GRANT THE REQUEST OF NEW CINGULAR WIRELESS PCS, LLC (D/B/A AT & T) TO EXTEND THE TIME TO EXECUTE AN OPTION AND LEASE AGREEMENT FOR A CELL TOWER FACILITY AT PRAIRIE SPRINGS PARK TO DECEMBER 18, 2011; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

C. Consider a Facility Use Agreement for the EMCO Chemical Distributors rail spur located at 8601 95th Street.

Tom Shircel:

Mr. President and Village Board members, through this agreement between Brems Realty who is the property owner, EMCO Chemical Distributors and the Village of Pleasant Prairie, this would grant EMCO the right to use an existing industrial railroad spur for the purpose of shipping and receiving materials via rail car to and from the EMCO Chemical facility located at 8601 95th Street. As some background information, on March 8, 1993, the Village and WisDOT entered into a Transportation Economic Assistance Rail Agreement to serve the former Lawter site, and on November 2, 1993, the Village and Lawter entered into a facility use agreement which provided the guidelines for construction and use of a rail spur on the Lawter parcel.

On December 14, 2009, the Plan Commission conditionally approved Conditional Use Permit #09-08 including site and operational plans for EMCO to occupy the building and site in the former Hexion building. And I believe EMCO currently is going through some interior remodeling. They have not yet occupied that building.

On February 7, 2011, the Village Board approved a private railroad siding agreement between the Soo Line Railroad Company, the Village of Pleasant Prairie and EMCO, which set forth the various parameters and provisions including but not limited to the use, maintenance, alterations, liability insurance fees and termination and removal of the industrial railroad siding.

There are some exhibits attached to your packets, and just to go through those quickly, Exhibit Schedule B depicts the industrial railroad spur conducted under the TEA-Rail grant back in 1993. Those are basically points C to E and points F to G on the attachment. Attachment Number II is

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the original railroad spur easement on the EMCO property which, again, was originally constructed under that TEA-Rail grant.

Attachment Number III this is an easement for railroad access and maintenance. It's on a triangular shaped Village owned property. I can go back a couple slides here and show you on an aerial. It's that blue area. You see the railroad spur cuts through that Village owned property, so the Village is granting EMCO an easement to use that spur as it cuts through the Village's property and to maintain it as well. Finally, Attachment IV is the agreement for private siding which is attached to your packets.

Recommendation, EMCO would like to begin using this private siding as soon as possible. Therefore, the Village staff recommends that the Village Board approve the facility use agreement between Brems Realty, the owner, EMCO Chemical Distributors and the Village of Pleasant Prairie as presented. If you have any questions I'll be glad to answer them.

John Steinbrink:

Seeing no questions a motion is in order.

Clyde Allen:

Motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica. Any further discussion?

ALLEN MOVED TO APPROVE A FACILITY USE AGREEMENT FOR THE EMCO CHEMICAL DISTRIBUTORS RAIL SPUR LOCATED AT 8601 95TH STREET; SECONDED BY YUHAS; MOTION CARRIED 5-0.

D. Consider Resolution #11-16 to approve a renewal of the Village's ACH Agreement with Talmer Bank & Trust.

Kathy Goessl:

Mr. President, ACH agreement is automatic clearing house agreement which is basically the Village uses the bank and we take money out of peoples' accounts for the utility bills and we put money in our employees' accounts for payroll is the basic of things. And with the takeover of First Banking Center by First Michigan and now the change to Talmer Bank & Trust they just wanted to update their agreement, which basically is the same agreement we had before but just

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updated with Talmer and First Michigan Bank type forms. So they're looking for approval for that.

Actually, they will not do any ACH transactions with us after today's date if we don't have an agreement in place. On Friday we actually received seven proposals from local banks including Talmer Bank that I'm reviewing right now. At the next Board meeting on July 18th I'll be bringing forward to you a recommendation on if we renew with Talmer Bank or if we're going to have a new bank for the Village. So I'm looking for approval for this agreement.

John Steinbrink:

So this will just keep us going until—

Kathy Goessl:

It will keep us going, and if we stay with them it will be the permanent document. But if not it will let us do this for the next about two months probably.

Michael Serpe:

Move approval of Resolution 11-16.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Approval by Mike, second by Steve. Questions or comments?

Steve Kumorkiewicz:

Yes, with the changing of the name of the bank I think Jean Werbie is going to be happy because the sign now doesn't comply with the ordinance. It was two feet too high. It was 17 feet and supposed to be 15. So they got it to the ordinance size.

John Steinbrink:

Do you know how they came up with the new name?

Steve Kumorkiewicz:

It's the name of two people, the founders.

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John Steinbrink:

You do pay attention to the commercials then. We have a motion and a second. Any further discussion?

SERPE MOVED TO ADOPT RESOLUTION #11-16 TO APPROVE A RENEWAL OF THE VILLAGE'S ACH AGREEMENT WITH TALMER BANK & TRUST; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

E. Consider an award of contract to install fencing at Prairie Farms Trail.

John Steinbrink, Jr.:

Mr. President and members of the Board, on May 26th a bid announcement to install fencing on Prairie Farms Trail was posted to the Wisconsin VendorNet system. It's a website for all State agencies. Through this posting the bid was automatically distributed to 39 State registered vendors, and all contractors that are pre-qualified to do this fencing work within the Village. On June 10, 2011 sealed bids were opened for the contract to install fencing. Two bids were received, one from Statewide Fencing for \$36,300 and another one from Aluminum Fence for \$38,612. The 2011 approved budget for this project is \$40,000.

This project is necessary to provide a physical barrier between the future trail and the adjacent farm field. The fence is going to be a 48 inch woven wire fence. It's basically the same style as used on the interstate roads. I believe we have an exhibit that shows location up here also. It goes from the Sewer D treatment plant that was recently abandoned at the end of 2010 down to H through the farm field. And the trail is going to go over the top of the existing maintenance path, so we can use it as a maintenance trail for people to get from Prairie Springs Park out to Highway C into Bristol and connect the western component of the Village, and also use it for maintenance activities within the Village.

Within the next month a contractor for the paving program is going to put down the base for this trail using the recycled millings from 95th and 80th Street. And so that saves us money by not having to haul them a far distance, and then we don't have to pay for granular material to install the trail. I can answer any questions at this time.

Steve Kumorkiewicz:

How long is the fence?

Tom Shircel:

The contract is for 7,400 feet of the woven wire fence.

Steve Kumorkiewicz:

What kind of material, steel or . . . or what?

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Tom Shircel:

It's a woven wire. There's 12 inch spacing and then there's seven horizontal lines on it. And it is the same wire that you see along I-94 with the wooden fence posts.

Steve Kumorkiewicz:

I was wondering what kind of material they used in that, aluminum, steel, galvanized?

Tom Shircel:

It's a galvanized wire fencing material, yes.

Steve Kumorkiewicz:

Thank you.

Monica Yuhas:

With that I'll make a motion to award the contract to Statewide Fencing not to exceed \$36,300.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde. Further discussion?

YUHAS MOVED TO AWARD A CONTRACT TO INSTALL FENCING AT PRAIRIE FARMS TRAIL TO STATEWIDE FENCING NOT TO EXCEED \$36,300; SECONDED BY ALLEN; MOTION CARRIED 5-0.

F. Consider Ordinance #11-16 to amend Chapter 355 of the Municipal Code relating to cross-connection control.

John Steinbrink Jr.:

Mr. President and members of the Board, back on March 31st a contract was awarded, actually on April 4, 2011 to perform a State mandated cross-control program for the Water Utility division. That was awarded to Aqua Backflow. One of the components of that before we can start doing this program was to go through and update our ordinance. So there were just a couple of small minor ordinance changes that reference the correct code for the Department of Commerce. Really pretty much everything stayed the same; we just made those couple of updates to make sure that we reference the proper Department of Commerce Code. So we are just going through

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and making a recommendation to update this ordinance. Then staff will go through and begin the cross-connection control program along with Aqua Backflow as awarded back on April 4, 2011.

Michael Serpe:

John, what's the penalty for violating something like this, the cross-connection?

John Steinbrink Jr.:

I believe that the DNR has penalties, and they range in severity based on if we do have any problems that occur by not having this program in place.

Steve Kumorkiewicz:

John, how many violations did we find in this?

John Steinbrink Jr.:

We actually haven't started the program yet. What we are going to do we want to make sure that our ordinance is up to code and up to speed with the Department of Commerce and the Master Plumbing Code. And then once that ordinance is in place then we're going to move through and start doing the inspections with the assistance of Aqua Backflow.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

So that will be a municipal citation then?

John Steinbrink Jr.:

They can start off as a municipal citation and then it can go all the way through the DNR. The whole program is really mandated by the EPA, but it's regulated by the DNR for us.

Michael Serpe:

John, if we're going to do the inspections with the company that we're contracting with, but if there's any violations the DNR has to step in?

John Steinbrink Jr.:

That's correct. The DNR does have the enforcement ability. And the Village is not going to go through and do the inspections. The company that we're contracted with is doing a turnkey program for us. There are 150 industrial and commercial sites within the Village and we're doing

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half of them each year, every other year. So this will be a continuing program that we'll keep going through. So we're going to do 75 inspections, and all we have to do is give the company a list of where they are, and then they'll provide us back a report of pass or fail. And if they did fail what kind of recommendations that they have for improvement. Then we can put them on a time line to make those recommendations based on the guidelines of the EPA or the DNR.

Michael Serpe:

What kind of money are we talking about here again?

John Steinbrink Jr.:

It was \$85 per site to mail them a letter, do the inspection and complete a report. Very reasonable price and that included ordinance development also which is on the agenda for this evening.

Michael Serpe:

I don't disagree with everything that you're saying. The only thing I'm saying is if there's a violation we can't even recoup some of our cost.

John Steinbrink Jr.:

If there's a violation it's the company's responsibility to go through and repair that. And then we can go through and charge out again for any future inspections that may happen. Almost the same way that the building inspection department operates if they need to go back for multiple inspections.

Steve Kumorkiewicz:

One more question, John. Then the rates are under the jurisdiction of the PSC, and the DNR controls the operation?

John Steinbrink Jr.:

The DNR does not control the rates for the PSC—

Steve Kumorkiewicz:

No, the PSC controls the rates—

John Steinbrink Jr.:

But the PSC does allow the Village and other municipalities to charge 100 percent the cost of the service that we're contracting out and bill them directly to the businesses that are receiving the benefit.

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Steve Kumorkiewicz:

So the DNR has got nothing to do with this?

John Steinbrink Jr.:

As far as what the rates are that we're paying?

Steve Kumorkiewicz:

No, the physical part of this, inspections or whatever.

John Steinbrink Jr.:

The DNR does not do the inspections, no.

John Steinbrink:

Not until there's a violation.

John Steinbrink Jr.:

Right, that's correct. It's the Village's responsibility as many other State mandated programs to bear the costs or pass them along as we can within the guidelines.

Michael Serpe:

I move approval of Ordinance 11-16.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

SERPE MOVED TO ADOPT ORDINANCE #11-16 TO AMEND CHAPTER 355 OF THE MUNICIPAL CODE RELATING TO CROSS-CONNECTION CONTROL; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

G. Consider Resolution #11-19 certifying the creation, review and adoption of the Compliance Maintenance Annual Report for the Village's wastewater collection system.

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John Steinbrink, Jr.:

Mr. President and members of the Board, every year the DNR requires the wastewater utility or now it's the Sewer Utility since our treatment plants are gone to complete the Compliance Maintenance Annual Report, acronym of CMAR. It's something that we do on a regular basis, and it really kind of tells us the health of our utility, how many sewer backups, how many overflows, and it kind of outlines a lot of the maintenance programs that we have to do. It is a four point system, and the Village received the maximum grade of an A with receiving four points.

And part of this is going through and passing a resolution verifying that we did receive good grades on this. So staff recommends Resolution 11-19, the resolution certifying the creation, review and adoption of the Compliance Maintenance Annual Report, CMAR, for the waste water facilities within the Village of Pleasant Prairie.

Monica Yuhas:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Further discussion? What are the weighing factors?

John Steinbrink, Jr.:

The weighing factors are really how we get our grades. There are many different questions on how many overflows that we have. An overflow is when the sanitary sewer actually comes out of the sanitary and is discharged into the ground. We had none of them back in 2010. There are weighing factors for the amount of complaints that we receive for the amount of sewer backups that we have. So depending on how many that we have, and we actually had a really good year in 2010. If you remember back in 2009 on June 19th we had that large flood, we had a number of sanitary overflows. We had a lot of basements back up, so we had received some worse grades back in 2009.

The department has been proactive reducing INI probably about 243 gallons per minute which kind of relates to just over 150 million gallons of INI per year, and so by pulling that INI out of the system we're actually able to handle more capacity as it was designed. So instead of backing up in people's basements we're able to actually transport it down to the City of Kenosha via our interceptor main.

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John Steinbrink:

It was a record storm, something in the neighborhood of seven inches.

John Steinbrink, Jr.:

That's correct.

John Steinbrink:

But working and getting the grants that allowed us to do these things and make the improvements and I think everybody benefits from that. Any further discussion?

YUHAS MOVED TO ADOPT RESOLUTION #11-19 CERTIFYING THE CREATION, REVIEW AND ADOPTION OF THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE VILLAGE'S WASTEWATER COLLECTION SYSTEM; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

H. Consider Resolution #11-18 - Preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of public storm water improvements located in the right-of-way at 11606 47th Avenue.

John Steinbrink, Jr.:

Mr. President and members of the Board, as you can see on the map up on the screen there are three properties. One of them is highlighted in blue, and then the other two are just to the south or just below them. The Village as part of the 2011 paving program is recommending making some improvements to the storm water and to properly make everything drain 216th via 47th Avenue and engineering it for future development of the property to the south and to the west.

Two of the properties have already signed a waiver of special assessment and that project is complete. And the third property, the one that's up on the table this evening, address 11606 47th Avenue is in foreclosure and currently owned by the bank. And so that's why we need to go through and hopefully pass Resolution 11-18 so we can start the process of a special assessment to complete the storm water improvements down to 116th and then special assess the property.

Michael Serpe:

Move to adopt Resolution 11-18 and set it for a public hearing.

Clyde Allen:

Second.

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John Steinbrink:

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

SERPE MOVED TO ADOPT RESOLUTION #11-18 - PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF PUBLIC STORM WATER IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY AT 11606 47TH AVENUE; SECONDED BY ALLEN; MOTION CARREID 5-0.

I. Consider denial of an operator's license for Harmony Groth-Grigaitis

Jane Romanowski:

This is an application that I received on June 3rd for an operator's license for Harmony Groth-Grigaitis. As you see by the memo and the documents I gave you, the applicant doesn't meet the requirements set forth by the ordinance. If you remember, the Board two or three years ago adopted the matrix at the recommendation of the Police Chief, the Police Department and myself for some guidelines for applicants who apply for an operator's license. Assistant Chief Dave Mogensen reviewed the police questionnaire, and as you can see he recommends denial as three misdemeanors have taken place within that five year period.

So following the ordinance that the Board adopted and the matrix both the Assistant Chief and myself recommend denial of this license. Harmony is in the audience tonight and would like to speak if you'd like to hear what she has to say. But, again, the ordinance Chapter 194 adopted the matrix which indicates that this would not be a license the Board would grant.

Michael Serpe:

I would move to allow the applicant to speak.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Mike, second by Monica. Harmony, would you care to use the microphone and give us your name and address for the record.

Harmony Groth-Grigaitis:

Thank you for letting me speak. My name is Harmony Groth-Grigaitis. I live at 5413 63rd Avenue in Kenosha, Wisconsin. I did send a letter out. I'm not sure-

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Jane Romanowski:

They do have that.

Harmony Groth-Grigaitis:

Okay. I was wondering if you guys wouldn't mind if I did read that. I stated it: To Whom It May Concern: This letter is regarding to obtaining my Pleasant Prairie bartender's license. My name is Harmony Groth-Grigaitis and I am 25 years old. Currently I do hold my Kenosha City bartender's license and have bartended for over a year in the City of Kenosha. During this past year as a licensed bartender I have followed the rules that apply to my license and cooperated with the police when they would do routine checks on the establishment's license and mine as well.

Recently I applied for a bartender's license in Pleasant Prairie, and I was automatically denied because of my police record and charges that happened in February, 2008. At that time, I was 20 years old with a conviction. This was a one-time incident, not multiple occasions, and this also happened at my residence, not a licensed establishment which that was a question on the application if you did something at a licensed establishment. It was an incident at my home.

I do understand that the decision I made almost five years ago was not the best decision of my life. But since then I have learned from my mistakes. I am not letting my past dictate my future. I've also told myself that one bad decision should not hold you back in life, but it's up to you to learn from your mistakes and strive to be a better person and make wiser decisions. Unfortunately, my past is coming up to haunt me, and I take full responsibility for my actions.

During the year of 2008 I was working as a certified nursing assistant and currently still am certified and take care of my mother who suffers from multiples sclerosis. At the time I was employed at HCR Manor Care in Kenosha and was with the company for four years. I had to inform my job and the Wisconsin License Registry of my charges that happened that February 2008. My job was willing to look past that day and not hold it against me since I'm a very reliable, dependable, loyal and honest employee. These charges did not affect my CNA certification either since I was honest and informed them in a timely manor.

I am a strong and driven worker and I didn't let this one bump in the road block my way to becoming a successful adult. Since August of 2009 I have been enrolled at Gateway Technical College and completed my nail technician program, maintained an A in the program while working full time at the nursing home. Currently in the past year I have enrolled at Gateway in the apprenticeship program for cosmetology and have successfully completed my first year maintaining A's and B's in all my classes while working full time at the Hair Company.

Bartending has helped me to afford paying for school and supporting myself living on my own. With the way the economy is right now I am in need of another job to make ends meet and pay for my schooling. I was offered a job at the Starlite Club but they are located in Pleasant Prairie and I was unable to start because of denial. I am a very driven young woman, and I wish that you

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would be able to look past my poor choices I made that day and reconsider the decision for granting my bartender's license.

I do understand that the ordinance states that it's five years, but these charges will be off my record in February which is eight months. I did bartend for over a year. I still do bartend at Clay's Tap in Kenosha. I have never had any troubles with my license. I've always checked peoples' ID's, I get everybody out on time. I always follow the rules and I've never broken the rules. I do understand what your law states, but I do hold a license in Kenosha and was approved again for my license this year. So I'm just wondering if possibly you could maybe take into reconsideration that one bad decision in my life should not determine the rest of your life. I could see if I was a repeat offender being in trouble but I was 20. I'm 25 now. That was five years ago. It's shy by like eight months.

Michael Serpe:

Harmony, I give you credit for approaching the Board. I give you even more credit for coming across very intelligent and very sincere. It disturbs me a little bit that we set the rules for compliance and there has to be consequences for actions and you've admitted that. We did this a while back and we did it for good reason. It would be wrong for me to support granting you a license and then slapping the system that we created in the face and not following it. That's just not the right thing to do. You can still bartend at the Starlite Club, you just have to have a licensed bartender on the premises while you're working.

Harmony Groth-Grigaitis:

They work with only one bartender.

Michael Serpe:

I understand.

Harmony Groth-Grigaitis:

Unless when they have benefits then there's two.

Michael Serpe:

Like I said, we struggled with this for quite some time and we've come up with a formula that we feel is fair. The thing of it is when word gets around that things like this do happen it makes people think a little bit before they decide to do something wrong. I read the police report and what you got involved in and it wasn't very flattering to you, I can tell you that. I feel we have to support the recommendation of the Clerk and the Chief of Police. I'm going to stand by that.

John Steinbrink:

Other questions?

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Steve Kumorkiewicz:

Pretty much what Mike has said is what I feel about it. We cannot make exceptions

John Steinbrink:

Harmony, thank you very much. We appreciate your coming here today and wish you the best.

Harmony Groth-Grigaitis:

So should I reapply come February.

John Steinbrink:

You are going in the right direction now.

Harmony Groth-Grigaitis:

Would I be denied in February?

Jane Romanowski:

That would be five years from 2008, February, right?

Harmony Groth-Grigaitis:

February would be five years.

Jane Romanowski:

No, it would be '13.

Harmony Groth-Grigaitis:

It would be five years this February, 2012 is five.

Jane Romanowski:

No, it would be '13.

Harmony Groth-Grigaitis:

It will be five years this February.

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Michael Serpe:

Come back in February. I would move to concur with the recommendation of the Village Clerk and the Chief of the Police Department to deny.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any discussion?

SERPE MOVED TO DENY AN OPERATOR'S LICENSE FOR HARMONY GROTH-GRIGAITIS; SECONDED BY ALLEN; MOTION CARRIED 5-0.

J. Consent Agenda

- 1) **Approve Operator License applications on file.**
- 2) **Approve Operator License renewal applications - July 1, 2011 - June 30, 2013.**

Monica Yuhas:

Motion to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Clyde. Any discussion on any of the items there?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY ALLEN; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS

Michael Serpe:

The triathlon is Sunday. 1,200 participants I understand? It looks like a real nice day coming up. I think we should have a good time. Hopefully a lot of participation with onlookers.

Steve Kumorkiewicz:

See you five o'clock in the morning Sunday morning.

Village Board Meeting
June 20, 2011

Monica Yuhas:

And I just wanted to mention the paving program is going along smoothly. 47th is done and it got in on time. The weather has been cooperating.

Michael Serpe:

I was going to ask a question of John. John, when new blacktop is laid how long does it take for it to harden before it causes indentations or whatever?

John Steinbrink, Jr.:

Normally it can be open for vehicle traffic within about 20 minutes.

Michael Serpe:

Okay, thank you.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY YUHAS; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:45 P.M.

RESOLUTION #11-10

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
WITH THE CONSTRUCTION OF MUNICIPAL STREET IN THE VICINITY OF 97TH
STREET WEST OF 39TH AVENUE TO 43RD AVENUE; ON 98TH STREET; ON
MEADOWDALE LANE; 43RD AVENUE AND 96TH PLACE, LOCATED IN OR
ADJACENT TO MEADOWDALE ESTATES ADDITION #1**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 1st day of May, 2011, adopted a Preliminary Resolution #11-05 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of Municipal Street in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 18th day of July, 2011 for the purpose of hearing all interested persons concerning the preliminary resolution and the report speak at the hearing; and

WHEREAS, pursuant to Wisconsin State Statute 66.0703(10) the Village Board shall consider re-opening and amending Final Resolution #10-20 for the purpose of reflecting the actual increase in project expenses; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$42,661.90. The amount assessed against each of the affected properties is listed on Schedule A.

4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. The property owners may, at their option, pay the assessments to the Treasurer in cash or in ten equal, annual installments, with interest from November 1, 2011 at the rate of 9% per annum on the unpaid balance. All assessments will be collected in installments as provided in the preceding sentence, except assessments with respect to which the property owner shall within 30 days from the date of the Installment Assessment Notice referred to in Section 7 below elected to pay the assessment in full as provided in such Notice.
6. The assessment on Tax Parcel No. 92-4-122-231-0080 may be deferred until the property is subdivided. At the time the property owner of this parcel subdivides the property, the entire assessment shall become due and payable.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date Adopted:

Published:



NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for the construction of Municipal Street in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1. Pursuant to Wisconsin State Statute 66.0703(10) the Village Board shall be considering re-opening and amending Final Resolution #10-20 for the purpose of reflecting the actual increase in project expenses.

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

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 16th day of May, 2011** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 3rd day of May, 2011.

Jane M. Romanowski
Village Clerk

Published: May 6, 2011



May 3, 2011

Residents in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1:

MUNICIPAL STREET HEARING

The Village of Pleasant Prairie will be conducting a public hearing on **Monday, May 16, 2011** for the reopening of the assessment for the construction of Municipal Street in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1. The reopening of this assessment is a result of the developer defaulting on their development agreement by not providing the necessary funds to complete the improvements that were required. Although a significant amount of the improvements have already been paid for by the developer and special assessments, this reopening of the assessment for the project is needed to pay for the remaining expenses. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing and a proposed assessment schedule.

PUBLIC HEARING MAY 16, 2011 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on the project on **Monday, May 16, 2011 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 - 39th Avenue. This is the residents' opportunity to comment on the proposed project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board.

If you have any further questions or require any additional information, please call the Village Engineer, Mike Spence, P.E., at (262) 948-8951 or myself at (262) 925-6721.

Michael R. Pollocoff
Village Administrator

Enc.

Schedule A - Assessment Schedule
Meadowdale Add #1 Additional Paving Assessment
Village of Pleasant Prairie

Original Assessment Rate: \$ 3,072.73
Additional Assessment Rate: \$ 907.70

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment	
Todd M. Hansen 7003 64th Ave. Kenosha, WI 53142 92-4-122-231-0080	3,072.73	907.70	3,980.43	-	3,980.43	Deferred Assessment
Lisa E Hrupka 7722 6th Ave. Kenosha, WI 53143 92-4-122-231-0420	3,072.73	907.70	3,980.43	-	3,980.43	
Richard J. Corbin 1961 Countryside Drive Libertyville, IL 60048 92-4-122-231-0421	3,072.73	907.70	3,980.43	-	3,980.43	
Larry & Christine Miletta 2830 104th St. Pleasant Prairie, WI 53158 92-4-122-231-0422	3,072.73	907.70	3,980.43	-	3,980.43	
Sachin H. & Ekta S. Panchal 4252 97th St. Pleasant Prairie, WI 53158 92-4-122-231-0423	3,072.73	907.70	3,980.43	-	3,980.43	
Louis D Miceli Joseph David 22W550 Broker Road Medinah, IL 60157 92-4-122-231-0467	3,072.73	907.70	3,980.43	-	3,980.43	

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0568	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0569	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0570	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0571	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0572	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0573	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0574	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0575	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0576	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0577	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0578	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0579	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0580	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0581	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0582	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0583	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0584	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0585	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0586	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0587	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0588	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0589	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0590	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0591	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0592	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0593	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0594	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0595	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0596	3,072.73	907.70	3,980.43	-	3,980.43
Mary Beth Barr 4279 97th St. Pleasant Prairie, WI 53158 92-4-122-231-0597	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0598	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0599	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0600	3,072.73	907.70	3,980.43	-	3,980.43
Mark A Dabroski Anne E. Klahn-Dabroski 610 73rd St. Kenosha, WI 53142 92-4-122-231-0601	3,072.73	907.70	3,980.43	-	3,980.43
James E. & Kimberly D. Tomic 4293 98th St. Pleasant Prairie, WI 53158 92-4-122-231-0602	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0603	3,072.73	907.70	3,980.43	-	3,980.43
<i>Gary Richard & Diane S Epping</i> <i>4329 89th Street</i> <i>Kenosha, WI 53142</i> <i>92-4-122-231-0604</i>	3,072.73	907.70	3,980.43	-	3,980.43
Raul A. & Maria C. Tocci 7901 55th Ave. Kenosha, WI 53142 92-4-122-231-0605	3,072.73	907.70	3,980.43	-	3,980.43
Jeffrey Jr. & Lana Stanich 8544 35th Ave. Kenosha, WI 53142 92-4-122-231-0606	3,072.73	907.70	3,980.43	-	3,980.43
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0607	3,072.73	907.70	3,980.43	-	3,980.43

Property Owner & Parcel No.	Original Assessment 6/21/2010	Additional Assessment	Total Net Benefit	Damages Awarded	Total Assessment
Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0608	3,072.73	907.70	3,980.43	-	3,980.43
	144,418.31	42,661.90	187,080.21	-	187,080.21

ASSESSMENT REPORT

MEADOWDALE CONCRETE PAVING

In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on May 2, 2011 with respect to special assessments to be levied on properties benefited by the Meadowdale Concrete Paving Project, the undersigned reports as follows:

1. Plan. Attached, as Schedule A, location and parcel map for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include final concrete paving for existing gravel and binder base roads. The improvements will provide public sewer service and protect the public health and welfare of the citizens of the community;

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

- Per lot. The assessment method and rate calculation is attached in Schedule B.

Dated this 2nd day of May, 2011



Michael R. Spence, P.E., Village Engineer

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



**MEADOWDALE CONCRETE PAVING
VILLAGE OF PLEASANT PRAIRIE**

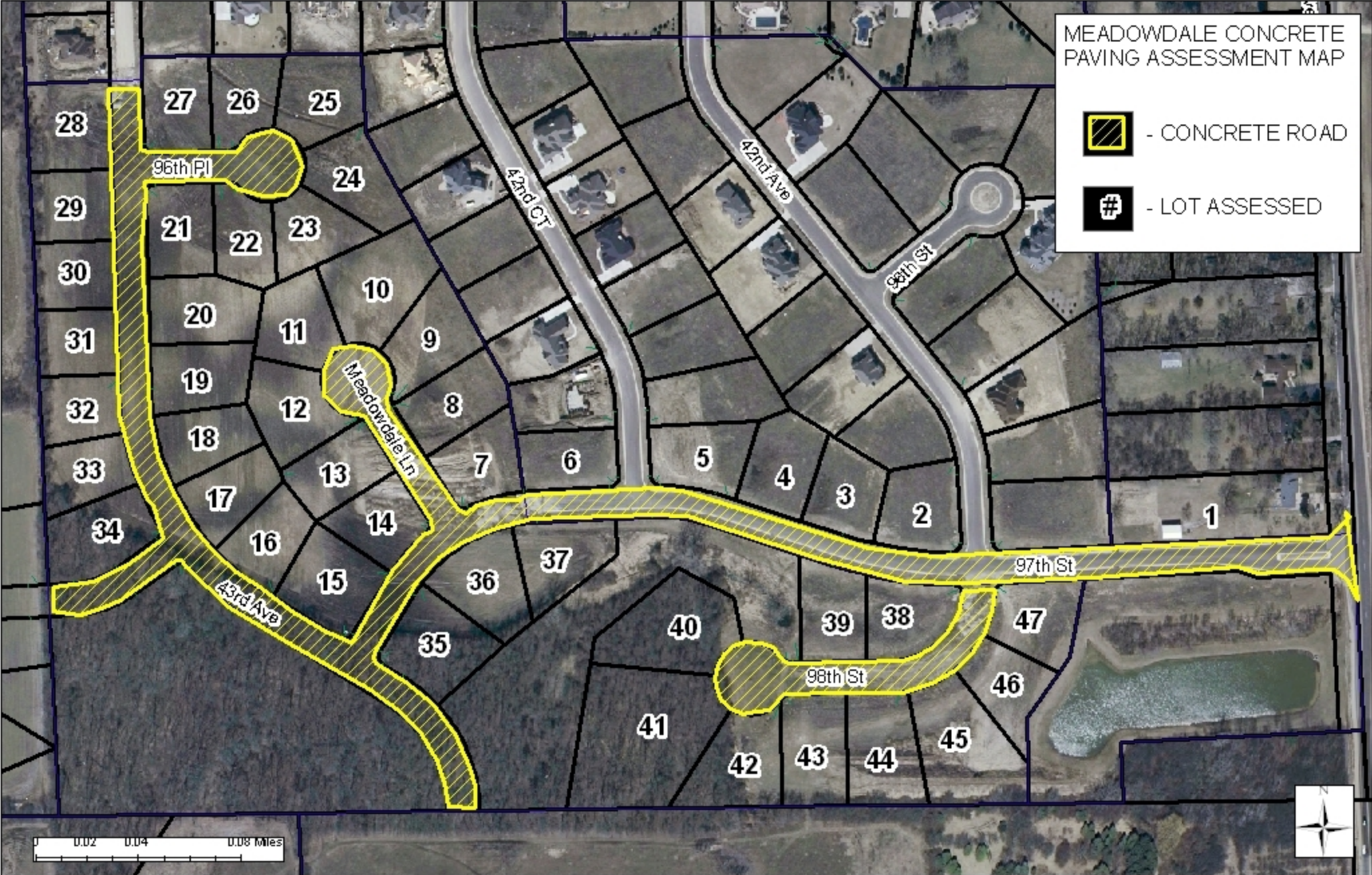
1. The Concrete Paving Project assessment rate is based on a per lot basis for benefited buildable or potential buildable lots having frontage to the road improvements.
2. The assessable project cost was determined to be the total concrete pavement project cost minus the Developer's responsible costs of paving the roads with asphalt in accordance with the Subdivision Development Agreements. There was a shortage of funds from the Developer. Therefore the assessment rate is the total assessable cost divided by the number of buildable or potential buildable lots having frontage along roads paved with concrete.

Assessment Rate Calculation

Paving - Developer Portion only	
Meadowdale - Add #1	405,673.00
97th Street	104,598.00
Paving Total	510,271.00
Engineering (Consultant and Village)	57,256.08
Storm/Sewer Televising	9,840.21
Landscaping - Special Assessment	-
Total estimated amount needed to complete:	577,367.29
Total amount in Cash on Deposit:	(517,278.60)
Total additional funds needed:	60,088.69
Adjustment in Assessment (concrete price was less than original estimate):	(17,426.69)
Revised additional funds needed:	42,662.00
Number of Lots:	47
Net Assessment per Lot	\$907.70

MEADOWDALE CONCRETE
PAVING ASSESSMENT MAP

-  - CONCRETE ROAD
-  - LOT ASSESSED



RESOLUTION #11-11

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION
OF PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
WITH THE CONSTRUCTION OF MUNICIPAL STREET AND CUL-DU-SAC
LANDSCAPING PROJECT ON 97TH STREET, 98TH STREET, MEADOWDALE LANE,
43RD AVENUE AND 96TH PLACE IN MEADOWDALE ESTATES ADDITION NO. 1**

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 2nd day of May, 2011, adopted a Preliminary Resolution #11-06 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of Municipal street and cul-du-sac landscaping project on 97th Street, 98th Street, Meadowdale Lane, 43rd Avenue and 96th Place in Meadowdale Estates Addition No. 1.

WHEREAS, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 18th day of July, 2011 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

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

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

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$54,409.26. The amount assessed against each of the affected properties is listed on Schedule A.
4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

5. The property owners may, at their option, pay the active assessment to the Treasurer in cash or in ten equal, annual installments, with interest from November 1, 2011 at the rate of 9% per annum on the unpaid balance. If full payment is made within 30 days of receipt of the Installment Assessment Notice, the assessment will not have interest applied to the balance and the assessment will not appear on the annual property tax bill. If the assessment is not paid within 30 days of the receipt of the Installment Assessment Notice, the payment will revert to annual installments on the property tax bill.
6. The deferred assessment on the parcels shall be postponed until a building permit is issued or when the trees are installed, whichever comes first. At that time, the entire assessment shall become due and payable.
7. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, Village President

Attest:

Jane M. Romanowski, Village Clerk

Date Adopted:

Published:



May 3, 2011

Residents in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1:

MUNICIPAL LANDSCAPING HEARING

The Village of Pleasant Prairie will be conducting a public hearing on **Monday, May 16, 2011** for the levying of an assessment for the construction of landscaping improvements and street trees in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1. The levying of this assessment is a result of the developer defaulting on their obligations and not providing the necessary funds to complete the development. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing and a proposed assessment schedule.

PUBLIC HEARING MAY 16, 2011 6:00 P.M. VILLAGE HALL

The Village Board will conduct a public hearing on the project on **Monday, May 16, 2011 at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 - 39th Avenue. This is the residents' opportunity to comment on the proposed project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board.

If you have any further questions or require any additional information, please call the Village Engineer, Mike Spence, P.E., at (262) 948-8951 or myself at (262) 925-6721.

Michael R. Pollocoff
Village Administrator

Enc.



NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for the construction of Municipal Landscaping and Street Tress in the vicinity of 97th Street west of 39th Avenue to 43rd Avenue; on 98th Street; on Meadowdale Lane; 43rd Avenue and 96th Place, located in or adjacent to Meadowdale Estates Addition #1.

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

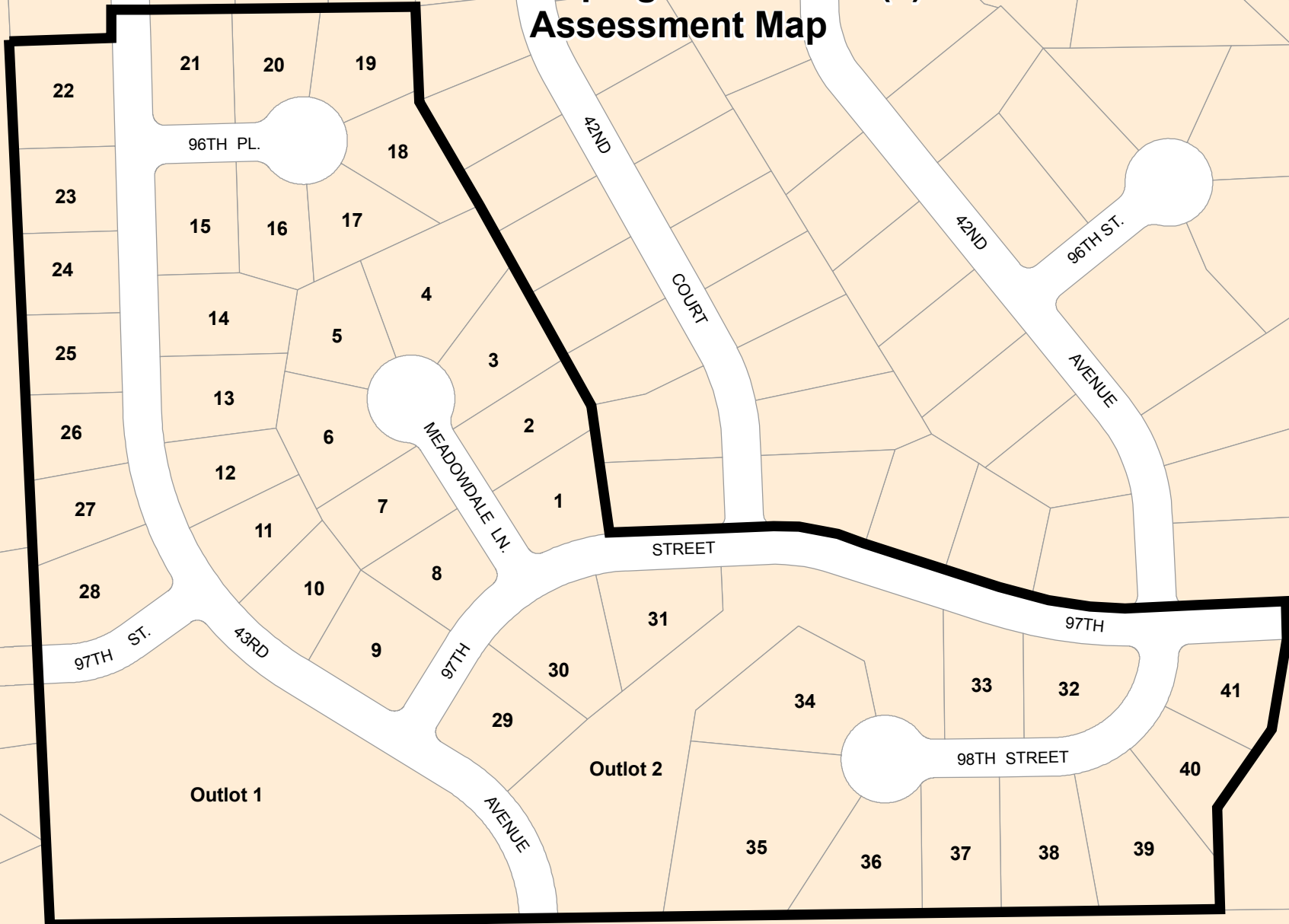
You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 16th day of May, 2011** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 3rd day of May, 2011.

Jane M. Romanowski
Village Clerk

Published: May 6, 2011

Meadowdale Estates Addition #1 Landscaping - Street Tree(s) Assessment Map



500 250 0 500 Feet



Legend

- ASSESSMENT AREA
- 1 LOTS ASSESSED

ASSESSMENT REPORT

**MEADOWDALE ESTATES ADDITION NO. 1
LANDSCAPING – STREET TREE(S)**

In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on May 2, 2011 with respect to special assessments to be levied on properties benefited by the Meadowdale Estates Addition No. 1 Landscaping Project, the undersigned reports as follows:

1. Plan. Attached, as Schedule A, location and parcel map for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include the planting of street and cul-de-sac island trees for the platted Meadowdale Estates Addition No. 1 Subdivision, in accordance with the subdivision plans and development agreement.

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

- Per lot. The assessment method and rate calculation is attached in Schedule B.

Dated this 3rd day of May, 2011.



Michael R. Spence, P.E., Village Engineer

SCHEDULE B
COST OF IMPROVEMENTS / ASSESSMENT METHOD & RATE
CALCULATION

MEADOWDALE ESTATES ADDITION NO. 1
LANDSCAPING –STREET TREE(S)
VILLAGE OF PLEASANT PRAIRIE

1. The Landscaping Project assessment rate is based on a per street tree basis for benefited buildable or potential buildable lots having frontage to the street tree improvements.
2. The assessment rate is calculated by the total assessable project cost of the landscaping improvements divided by the number of tree(s).

Assessment Rate Calculation

Landscaping Cost:	= \$46, 818.54
Engineering (Project Administration):	= <u>\$5,000.00</u>
Project Subtotal:	= \$51,818.54
<i>Contingency (5%):</i>	= \$2,590.72
<i>Total Project Cost:</i>	= \$54,409.26 (a)
Number of Street Trees:	= 138 (b)
Assessment Rate =	= \$394.27 per Tree (a/b)

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Property Owner and Parcel No.	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment
1	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0568	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
2	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0569	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
3	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0570	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54
4	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0571	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
5	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0572	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
6	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0573	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
7	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0574	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
8	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0575	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$105.78	\$1,971.35
9	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0576	7.00	0.27	7.27	\$2,759.89	\$105.78	\$2,865.67	\$105.78	\$2,759.89
10	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0577	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
11	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0578	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
12	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0579	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Property Owner and Parcel No.	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment
13	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0580	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
14	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0581	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
15	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0582	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
16	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0583	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
17	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0584	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
18	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0585	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54
19	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0586	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$105.78	\$394.27
20	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0587	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
21	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0588	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$105.78	\$1,971.35
22	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0589	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
23	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0590	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
24	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0591	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment	
25	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0592	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
26	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0593	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81
27	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0594	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54
28	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0595	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$105.78	\$1,971.35
29	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0596	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
30	Mary Beth Barr 4279 97th Street Pleasant Prairie, WI 53158 92-4-122-231-0597	5.00	0.27	5.27	\$1,971.35	\$105.78	\$2,077.13	\$2,077.13	\$0.00
31	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0598	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$500.05	\$0.00
32	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0599	6.00	0.27	6.27	\$2,365.62	\$105.78	\$2,471.40	\$105.78	\$2,365.62
33	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0600	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$500.05	\$788.54
34	Mark A. Dabroski Anne E. Klahn-Dabroski 610 73rd Street Kenosha, WI 53142 92-4-122-231-0601	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$894.32	\$0.00
35	James E & Kimberly D Tomic 4293 98th Street Pleasant Prairie, WI 53158 92-4-122-231-0602	1.00	0.27	1.27	\$394.27	\$105.78	\$500.05	\$500.05	\$0.00
36	Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0603	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$500.05	\$394.27

Schedule A - Assessment Schedule

Meadowdale Estates Addition No. 1

Landscaping - Street Tree(s)

Village of Pleasant Prairie

Assessment Rate: \$ / tree \$ 394.27

	Street Trees	Cul-De-Sac / Outlot Trees	Total Assessed Trees	Street Tree Assessment	Cul-De-Sac / Outlot Assessment	Total Assessment	Active Assessment	Deferred Assessment	
Property Owner and Parcel No.									
37 Gary Richard & Diane S Epping 4329 89th Street Kenosha, WI 53142 92-4-122-231-0604	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81	
38 Raul A & Maria C. Tocci 7901-55th Ave Kenosha, WI 53142 92-4-122-231-0605	3.00	0.27	3.27	\$1,182.81	\$105.78	\$1,288.59	\$105.78	\$1,182.81	
39 Jeffrey Jr. & Lana Stanich 4233-98th Street Pleasant Prairie, WI 53158 92-4-122-231-0606	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$894.32	\$0.00	
40 Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0607	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54	
41 Crestwood Development 19275 West Capital Drive Brookfield, WI 53045 92-4-122-231-0608	2.00	0.27	2.27	\$788.54	\$105.78	\$894.32	\$105.78	\$788.54	
TOTALS:	127.00	11.00	138.0	\$50,072.29	\$4,336.97	\$54,409.26	\$9,462.48	\$44,946.78	\$54,409.26

Note(s):

1. Cul-de-Sac / Outlot Tree per lot as shown is rounded from formula 11 / 41.
2. Deferred Assessments are due when building permit is pulled or when installed - whichever is done first.

Consider **Zoning Text Amendments (Ord. #11-18 and Ord. #11-19)** for the request of Darcy Kennelly Rutzen, agent on behalf of Prime Outlets of Pleasant Prairie, LLC and Prime Outlets of Pleasant Prairie II, LLC d/b/a Pleasant Prairie Premium Outlets located at 11211 120th Avenue and 11601 108th Street to amend two (2) existing Planned Unit Development (PUD) Ordinances for Prime Outlets to reflect the name change of the Outlet Mall to Pleasant Prairie Premium Outlets and to make minor changes related to Temporary Tenant Signs and vending machines.

Recommendation:

On July 11, 2011 the Plan Commission held a public hearing and recommends that the Village Board approve the Zoning Text Amendments **(Ord. #11-18 and Ord. #11-19)** as presented in the July 18, 2011 staff memorandum.

VILLAGE STAFF REPORT OF JULY 18, 2011

Consider **Zoning Text Amendments (Ord. #11-18 and Ord. #11-19)** for the request of Darcy Kennelly Rutzen, agent on behalf of Prime Outlets of Pleasant Prairie, LLC and Prime Outlets of Pleasant Prairie II, LLC d/b/a Pleasant Prairie Premium Outlets located at 11211 120th Avenue and 11601 108th Street to amend two (2) existing Planned Unit Development (PUD) Ordinances for Prime Outlets to reflect the name change of the Outlet Mall to Pleasant Prairie Premium Outlets and to make minor changes related to Temporary Tenant Signs and vending machines.

The Prime Outlets at Pleasant Prairie Planned Unit Development Ordinance was adopted by the Village Board on September 16, 2002 (Ord. #02-71) and amended on September 18, 2006 (Ord. #06-43). This ordinance relates primarily to sign regulations for the development. The Prime Outlets at Pleasant Prairie Planned Unit Development Ordinance No. 2 was adopted by the Village Board on July 5, 2005 (Ord. #05-30). This Ordinance relates primarily to building and lot requirements.

As a result of the sale of the property last fall, the new owners have changed the name of the center from "Prime Outlets at Pleasant Prairie" to "Pleasant Prairie Premium Outlets". The name change has caused the owners to pursue sign and logo changes throughout the development. The Zoning Administrator has allowed for temporary sign panels to be placed on the existing primary monument and secondary monument signs for an interim period; however, the permanent sign changes to these signs and the remaining signs could not be changed until the PUD Ordinances were amended to reflect the change in name at the facility and to change the sign exhibits relating to the proposed sign changes.

The name change affects both PUD ordinances. PUD Ord. #1 and PUD Ord. #2, as **attached**, removes all references to "Prime Outlets" throughout the Document and refers to the facility as "Premium Outlets". In addition to the name change and sign updates, the petitioner has requested changes to "temporary tenant signs and vending machines" within the development.

Temporary tenant signs will be used by tenants that will occupy a space in the DEVELOPMENT for 12 consecutive months or less. **(See Page 25 in Premium Outlets PUD Ordinance No. 1)**. The amended Ordinance will allow for two different materials and installation options and will no longer permit temporary banners for these tenants. The options include:

Option #1.

1. Materials: Individual cut out letters fabricated from Foam Plex or Ultraboard type materials, painted with 1/8" plex painted the same color and applied to the face of the letters/logo. The thickness of the material shall be a minimum of 1/4 inch to a maximum of 1/2 inch to prevent distortion, warping or buckling.
2. Installation: Letters/logo shall be attached to the building only with clear silicone. The silicone shall be used sparingly ("little beads" of silicone on each letter, no penetrations).

Option #2.

1. Materials: Individual 1/4 inch to 1/2 inch thick cut out letters from Foam Plex or Ultraboard, mounted to a 1/8 inch thick sintra or aluminum background panel via double sided tape with silicon.
2. Installation: Panel shall be screwed to facia. Sure head to be covered with background panel color. Minimum amount of screws shall be used to securely fasten the sign to the building.

In addition to the vending machines incorporated in "Directional Signs", one additional stand-alone soda/water vending machine may be allowed within each phase of the development subject to the following requirements (**See Page 32 in Premium Outlets PUD Ordinance No. 1**):

1. The back of the vending machine shall be placed against a solid wall of the building within the pedestrian areas adjacent to the buildings and shall not be located within a parking lot area.
2. The vending machine shall not block pedestrian traffic on a walkway and shall be located a minimum of five (5) feet from any door entry.
3. The exact location shall be approved in writing by the Village Zoning Administrator.

Prior to any sign changes/updates, property permits shall be submitted for review and issuance of required permits pursuant to the amended PUD Ordinances. A site plan shall be submitted that shows the location of any free-standing sign being changed and the location of any wall signs being altered.

On July 11, 2011 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Text Amendments (Ord. #11-18 and Ord. #11-19) as presented in the July 18, 2011 staff memorandum.

ORDINANCE # 11-18

**ORDINANCE TO AMEND CHAPTER 420 ATTACHMENT 3 APPENDIX C
SPECIFIC DEVELOPMENT PLANS 2.
OF THE VILLAGE ZONING ORDINANCE
PURSUANT TO CHAPTER 420-137
OF THE VILLAGE ZONING ORDINANCE
FOR PRIME OUTLETS AT PLEASANT PRAIRIE
IN THE VILLAGE OF PLEASANT PRAIRIE,
COUNTY OF KENOSHA, STATE OF WISCONSIN**

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT CHAPTER 420 ATTACHMENT 3 APPENDIX C SPECIFIC DEVELOPMENT PLANS 2 FOR PRIME OUTLETS AT PLEASANT PRAIRIE PLANNED UNIT DEVELOPMENT IS HEREBY AMENDED AS FOLLOWS:

2. ~~PRIME OUTLETS AT~~ PLEASANT PRAIRIE **PREMIUM OUTLETS PLANNED UNIT DEVELOPMENT **NO. 1****

a. **Purpose and Intent.**

It is the intent that the ~~Prime Outlets at~~ Pleasant Prairie **Premium Outlets** retail development will continue to provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and the basic underlying B-3, Regional Retail Business Zoning District with Planned Unit Development Overlay District (PUD); that the development will not be contrary to the general health, safety, welfare and economic prosperity of the Village; and that the structures, landscaping, parking areas, lighting, general site development and signage in the Development shall be properly constructed and maintained, and general site development will result in an attractive and harmonious commercial retail area, which will operate as a uniform commercial development and will not adversely affect the property values of the surrounding properties.

b. **Legal Descriptions.**

The properties included are located at 11211 120th Avenue (Phase I-IV & future Phase VI) and 11601 – 108th Street (Phase V), (as shown on **Exhibit A Sheet SP-1**), Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, located in U.S. Public Land Survey Section 30 T1N R22 E and are collectively known as **the "DEVELOPMENT"** ~~Prime Outlets at Pleasant Prairie.~~

- i. Tax Parcel Number 92-4-122-302-0350 (Phase III): Parcel 1 of Certified Survey Map 1452: Part of the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of the Southwest ¼ of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Parcel 1 of CSM 1452, a/k/a Part of Parcel 1 CSM 1276 (6.612 acres).
- ii. Tax Parcel Number 92-4-122-302-0375 (Phase IV): Parcel 2 of Certified Survey Map 1452: Part of the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of the Southwest ¼ of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Parcel 2 of CSM 1452, f/k/a Part of Parcel 1 CSM 1276 (6.620 acres).
- iii. Tax Parcel Number 92-4-122-303-0210 (Phase I): Northwest Fr'l ¼ of the Southwest ¼ of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, commencing at the Northwest Corner of said ¼ Section thence East 1185.82 feet to the East line of the Northwest ¼ Section, thence South 24.80 feet to the Beginning, continuing South 360 feet West 195 feet South 75 feet South 45 degrees 39'

59" West 465 feet North 44 degrees 20' 01" West 70 feet South 45 degrees 39' 59" West 30 feet North 44 degrees 20' 01" West 453.32 feet to a point of curve thence Northwesterly 161.83 feet West 34.93 feet to the Easterly right-of-way of I-94, thence North 370 feet to the South line of 110th Street East 1091.08 feet to the beginning (12.971 acres).

- iv. Tax Parcel Number 92-4-122-303-0211: Part of the Southwest ¼ of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, commencing at the Northwest ¼ of said ¼ Section, thence East 95.11 feet to the point of beginning, continuing East 644.90 feet South 24.75 feet to the South line of 110th Street, thence West 643.72 feet to a point in the East right-of-way line of 120th Avenue, thence North 24.78 feet to the beginning (0.336 acres).
- v. Tax Parcel Number 92-4-122-303-0220 (Phase II): Northwest Fr'l ¼ of the Southwest ¼ of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, commencing at the Northwest corner of said ¼ Section, thence East 1185.82 feet to the East line of the Northwest ¼ Section, thence South 384.80 feet to the point of beginning, continuing South 925.29 feet West 1109.24 feet to the Easterly right-of-way line of I-94 North 930.24 feet East 34.93 feet to a point of curve Southeasterly 161.83 feet South 44 degrees 20' 01" East 453.32 feet North 45 degrees 59' East 30 feet South 44 degrees 20' 01" East 70 feet North 45 degrees 39' 59" East 465 feet North 75 feet East 195 feet to the beginning (19.275 acres).
- vi. Tax Parcel Number 92-4-122-303-0107 (Phase V): Parcel 1 of Certified Survey Map #1442. Part of the Southeast One-Quarter and Southwest One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Volume 1430, Page 129 f/k/a Parcel "2" of Certified Survey Map #1362, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (0.394 acres).
- vii. Tax Parcel Number 92-4-122-302-0108 (Phase V): Parcel 2 of Certified Survey Map # 1442. Part of the Southeast One-Quarter and Southwest One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Volume 1430, Page 129 f/k/a Parcel "2" of Certified Survey Map #1362, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (5.316 acres).
- viii. Tax Parcel Number 92-4-122-302-0126 (Phase V): Parcel 3 of Certified Survey Map # 1819. Part of the Southwest One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (6.508 acres).
- ix. 110th Street Vacation: All that part of the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of Southwest ¼ of Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin bounded and described as follows: Commencing and beginning at the southwest corner of Parcel 1 of Certified Survey Map No. 1442; then South 89°20'01" East along the south line of said Parcel 1 and then along the south line of Parcel 2 of Certified Survey Map No. 1442, 445.51 feet; thence South 01°27'50" East, 49.53 feet to the south line of 110th Street; then North 89°20'01" West along said south line, 447.35 to the southeast corner of Parcel 1 of Certified Survey Map No. 1452; then North 00°39'59" East along the east line of said Parcel 1

of Certified Survey Map No. 1452, 49.50 feet to point of beginning. (110th Street Vacation – Certificate of Resolution as recorded with the Kenosha County Register of Deeds Office on June 9, 2006, Document Number 1482866) (0.0573 acres)

~~x. — All of the above legally described parcels, as shown on Exhibit SP-1, shall herein be referred to as the "DEVELOPMENT."~~

c. **Required.**

- i. The DEVELOPMENT shall be in compliance with all Federal, State, County and Village ordinances and regulations except as expressly modified in Section d. entitled "Specific modifications to Village Ordinance and regulations and specific requirements for the Development" below.
- ii. The DEVELOPMENT shall be in compliance with the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications, as may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
- iii. There shall be no other signs in the DEVELOPMENT that do not comply with the Village Zoning Ordinance and the DEVELOPMENT'S PUD(s).
- iv. There shall be no exposed neon light banding on the buildings in the Development.
- v. The Pavilion Tower shall incorporate four (4) clocks, one (1) on each Tower elevation, located near the top of the Tower. All clocks shall be maintained and be kept in working order so that they convey the correct Central Standard/Daylight Time.
- vi. There shall be no architectural/decorative features hanging from the soffits of the buildings within the DEVELOPMENT, except as provided for in Section d. vii. (9) below.
- vii. The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified development. Specifically, but not limited to, the parking for the DEVELOPMENT shall continue to be shared parking and, if necessary, cross-access easements shall be created, written and recorded in order to allow and facilitate the movement of vehicular traffic from phase to phase.

d. **Specific modifications to Village Ordinance and regulations and specific requirements for the Development.**

- i. The signs shall be constructed and located on the DEVELOPMENT site pursuant to **Exhibit A** (~~The PUD for Prime Outlets~~), and shall incorporate the materials, colors and general wording as depicted in **Exhibit A** or as may be approved by the Village Zoning Administrator.
- ii. Prior to any new lot(s) or structures being created within the DEVELOPMENT and prior to consideration of the required site and operational plan and/or conditional use permit within the DEVELOPMENT, and/or prior to expansion of the DEVELOPMENT, a detailed Conceptual Plan shall be required in accordance with and pursuant to § 395-27 of the Village Land Division and Development Control Ordinance.
- iii. ~~Interior Property Line Setbacks: (1)~~ — Section 420-139 C of the Village Zoning Ordinance entitled "Zero side setback" shall be modified to read as follows:

- (1) The required side and rear setbacks and related parking area setbacks to interior property lines within the DEVELOPMENT shall not be required. Zero side and rear setbacks are allowed from interior property lines.
- (2) The combination of two or more individual tenant spaces within the DEVELOPMENT that cross interior property lines shall be permitted.
- iv. Chapter 420-78 K. entitled "Aggregate Permitted Background Commercial Advertising Sign Area" shall not apply to the Development.
- v. Chapter 420-78 L. entitled "Signs for Buildings Straddling Tax Key Parcel Boundaries without Side Setbacks" shall not apply to the Development.
- vi. Chapter 420-78 Y. entitled "Wall Sign or Canopy Sign for a Particular Business or Other Entity in a Multi-Occupant Building" shall not apply to the Development.
- vii. Section 420-76 entitled "Signs Allowed Only With Sign Permit" shall be modified for the DEVELOPMENT and the following signage requirements shall apply. The following types of signs are permitted only pursuant to and in full conformance with a validly issued sign permit(s) or sign special exception permit(s), the applicable requirements stated below and all other applicable requirements of Article X of the Village Zoning Ordinance. All unmodified portions of Article X of the Village Zoning Ordinance (Sign Ordinance) shall continue to apply to the DEVELOPMENT. The following are additional requirements for the DEVELOPMENT:

(1) Canopy Signs.

- (a) Limited to one line of copy upon the border of the awning or canopy, which may include a symbol or company logo as may be reasonably approved by the Village Zoning Administrator;
- (b) No repetitious wording or display is permitted on any portion of the canopy or awning facing in the same direction unless approved by the Village Zoning Administrator;
- (c) Canopy signs shall not be placed on the curved or angled portion of the canopy or awning unless approved by the Village Zoning Administrator.

(2) Freeway Sign (Exhibit A Sheet SP-3).

- (a) There shall be only one such sign in the DEVELOPMENT including any future expansions of the DEVELOPMENT;
- (b) The maximum sign area shall not exceed 300 square feet per sign face;
- (c) The sign may either be a single-faced sign or two-faced, back-to-back sign;
- (d) An electronic changing message sign or an electronic scrolling sign may be incorporated into the sign; however, the total area of the sign shall not exceed 300 square feet per sign face (the area of any electronic changing message sign or an electronic scrolling sign is included in the total sign square footage);
- (e) A changeable copy sign shall not be permitted;
- (f) The sign shall not exceed 45 feet in height;

- (g) The sign, sign support(s) and/or sign base shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
- (h) The leading edge of the sign shall be setback a minimum of 20 feet from all public street and highway right-of-way lines (the sign shall not be located within any easements without written approval from the easement grantee);
- (i) The sign shall be located immediately south of the northernmost entrance drive off 120th Avenue;
- (j) When a geographic locator/identifier (e.g. municipality name) is used in the name of the Development, the name/wording "Pleasant Prairie" shall be incorporated into the sign(s); the sign(s) may incorporate the DEVELOPMENT logo.
- (k) The sign shall be mounted on two posts/poles;
- (l) No repetitious wording or display is permitted on the sign;
- (m) The sign shall incorporate landscaping that shall extend a minimum of five feet in every direction from the base or other support structure of the sign;
- (n) The sign shall be internally illuminated only;
- (o) No sign of any type shall be placed on this sign, temporary or otherwise, unless approved by the Village Zoning Administrator with the proper permits.

(3) Primary Monument Signs (Exhibit A Sheet SP-4a and SP-4b).

- (a) The signs [no more than two] are required to be installed and shall not exceed 16 feet and height;
- (b) The signs, sign support(s) or sign bases shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
- (c) An electronic changing message sign or electronic scrolling sign may be permitted;
- (d) The signs shall be a freestanding single-faced sign; a two-faced, back-to-back sign; or a two-faced, angled sign;
- (e) The maximum sign area shall not exceed 160 square feet per sign face (the area of any electronic changing message sign or an electronic scrolling sign is included in the total sign square footage);
- (f) A changeable copy sign shall not be permitted;
- (g) The leading edge of the signs shall be setback a minimum of 15 feet from all public street and highway right-of-way lines (the sign shall not be located within any easements without written approval from the easement grantee);
- (h) The signs shall be located at the Phase I entrance drive to the DEVELOPMENT from 120th Avenue and on the corner of 116th

Avenue and 108th Street, at exact locations to be approved by the Village Zoning Administrator;

- (i) When a geographic locator/identifier (e.g. municipality name) is used in the name of the Development, the name/wording "Pleasant Prairie" shall be incorporated into the sign(s). The sign(s) may incorporate the DEVELOPMENT logo;
- (j) The signs shall include the street address of the DEVELOPMENT, "11211 120th Avenue" for Phases I-IV, and 11601 – 108th Avenue for Phase V. The address may be placed on the base of the sign (where the address will not count towards the maximum area of the sign display);
- (k) Individual tenant names shall not be listed on said signs;
- (l) The required landscaping for the signs shall extend a minimum of five feet to the east and west from the base or other support structure of the sign; or if possible, the landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the sign;
- (m) The signs shall be internally illuminated only;
- (n) The signs shall be placed on a solid decorative base which supports a minimum of 75% of the horizontal dimension of the sign display;
- (o) The base of the signs shall:
 - (i) Have a height that does not exceed the vertical dimension of the sign displays;
 - (ii) Not extend to either side of the sign display by a distance exceeding one-half of the horizontal dimension of the sign displays, or extend above the level of the top of the sign displays by a distance exceeding one-half of the vertical dimension of the sign displays;
- (p) There shall be only two such signs in the DEVELOPMENT;
- (q) The signs shall not be located on any artificially increased ground elevation, such as an earthen berm;
- (r) No repetitious wording or display is permitted on any portion of the signs.

(4) Secondary Monument Signs (Exhibit A Sheet SP-5).

- (a) The maximum number of such signs allowed in the DEVELOPMENT shall be one for each primary vehicular entrance from a public street or highway, unless a Primary Monument or other sign is already located at the entrance;
- (b) The signs shall not exceed six feet in height;
- (c) The sign, sign supports or sign base shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;

- (d) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
- (e) The signs shall be freestanding and may either be single-faced signs; two-faced back-to-back signs; or angled back-to-back signs;
- (f) The maximum sign area for each sign shall not exceed 36 square feet per sign face;
- (g) The leading edge of such signs shall be setback 10 feet from the Village's right of way or at a distance as the Village Zoning Administrator deems reasonable;
- (h) The leading edge of the signs shall be located no more than 15 feet from the back-of-curb of a primary driveway and no less than five feet from the back-of-curb of the primary driveway, unless otherwise approved by the Village Zoning Administrator;
- (i) When a geographic locator/identifier (e.g. municipality name) is used in the name of the DEVELOPMENT, the name/wording "Pleasant Prairie" shall be incorporated into the sign(s). The sign(s) may incorporate the DEVELOPMENT logo;
- (j) Individual tenant names shall not be listed on said signs;
- (k) The required landscaping for each sign shall extend a minimum of three feet in every direction from the base or other support structure of each sign;
- (l) The signs shall be internally illuminated only;
- (m) The sign base may be placed on two supports or may be placed on a solid or solid-appearing base which supports a minimum of 75% of the horizontal dimension of the sign display. The supports or base may not exceed three feet in height beneath the sign display;
- (n) The signs shall not be located on any artificially increased ground elevation, such as an earthen berm;
- (o) No repetitious wording or display is permitted on any portion of sign.

(5) On-Site Information Signs. On-Site Information Signs, only those of which contain individual tenant names and/or on-site directions, may have said individual tenant name panels/letters and/or directional panels/letters changed/modified without obtaining permits from the Village of Pleasant Prairie.

- (a) Vehicular Directional Signs (**Exhibit A Sheet SP-6**).
 - (i) The number and location of these signs shall be approved by the Village Zoning Administrator prior to permitting and installing these signs;
 - (ii) The signs shall not exceed 5'-6" in height;
 - (iii) The signs shall be setback a minimum of five feet from any public street or highway right-of-way line;
 - (iv) The sign, sign supports or sign base shall be constructed of materials complimentary to the

materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;

- (v) The signs shall be either single-sided or two-sided, shall be freestanding and shall be mounted on two (2) posts/poles;
 - (vi) The maximum sign area for each sign shall not exceed 16 square feet per sign face;
 - (vii) The signs shall incorporate the DEVELOPMENT logo;
 - (viii) Each sign may incorporate on-site directions for tenants located within the DEVELOPMENT and/or on-site directional signage to other DEVELOPMENT features such as, but not limited to, the Development's management office, automatic teller machines (ATMs), telephones, lounges;
 - (ix) Directional arrows on the signs are permissible;
 - (x) An electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (xi) If applicable, these on-site information signs shall be coordinated with the tenants in the Development. These signs shall be changed in conjunction with a new tenant locating into or leaving the Development;
 - (xii) The signs may be internally illuminated;
 - (xv) The signs shall not create a vision obstruction for pedestrian and/or vehicular traffic;
 - (xvi) No repetitious wording or display is permitted on any portion of the sign;
 - (xvii) No landscaping is required for these signs.
- (b) Site Directional/Regulatory Signs (Exhibit A Sheet SP-7a, SP-7b, SP-7c and SP-7d).
- (i) The number and location of these signs shall be approved by the Village Zoning Administrator;
 - (ii) The signs shall not exceed five feet in height;
 - (iii) The signs shall be setback a minimum of five feet from any public street or highway right-of-way line;
 - (iv) The sign, sign supports or sign base shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
 - (v) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (vi) The signs shall be either single-sided or two-sided, shall be freestanding and shall be mounted on one post;

- (vii) The maximum sign area for each sign shall not exceed six square feet per sign face;
 - (viii) The signs shall incorporate the DEVELOPMENT logo;
 - (ix) The signs shall only incorporate wording appropriate to on-site information and on-site services provided, such as, but not limited to: "Service Only," "Group Tours," "Deliveries," "Directions," "Directory," "Bus Parking," "Restrooms," "One-Way," "Cut-Through," "Pedestrian Link," "Service Only," "**Pet Zone**," "Please Buckle Up and Drive Safely," "Thank You for Shopping," "One Way," "Do Not Enter";
 - (x) The signs may be internally illuminated; however, the signs shall not be externally illuminated with a ground-mounted light;
 - (xi) The signs shall not be located on any artificially increased ground elevation, such as an earthen berm;
 - (xii) The signs shall not create a vision obstruction for pedestrian and/or vehicular traffic;
 - (xiii) No repetitious wording or display is permitted on any portion of the sign;
 - (xiv) No landscaping is required for these signs.
- (c) Pathfinder Signs (**Exhibit A Sheet SP-8**).
- (i) There shall be a maximum of 10 such signs located in the Development, unless otherwise approved by the Village Zoning Administrator;
 - (ii) The signs shall not exceed 8'-6" in height;
 - (iii) The signs shall be setback a minimum of five feet from any public street or highway right-of-way lines;
 - (iv) The sign, sign supports or sign base shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
 - (v) An electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (vi) The signs shall be either single-sided or two-sided, shall be freestanding and shall be mounted on one post;
 - (vii) The maximum width of the sign shall be six feet;
 - (viii) When a geographic locator/identifier (e.g. municipality name) is used in the name of the Development, the name/wording "Pleasant Prairie" shall be incorporated into the sign(s). The sign(s) may incorporate the DEVELOPMENT logo;
 - (ix) The signs shall incorporate directions for a maximum of 32 tenants (for a double-faced sign) located within the

DEVELOPMENT only and/or may incorporate on-site directional/on-site informational wording;

- (x) Directional arrows on the signs are permissible;
 - (xi) An electronic changing message sign or electronic scrolling sign shall not be permitted;
 - (xii) If applicable, these on-site information signs shall be coordinated with the tenants to the DEVELOPMENT. These signs shall be changed to conjunction with a new tenant locating into or leaving the DEVELOPMENT;
 - (xiii) The signs may be internally illuminated or may be illuminated from lights located on top and/or on the sides of the signs; however, the signs shall not be externally illuminated with a ground-mounted light;
 - (xv) Each individual tenant panel shall not exceed 2'-4" in length and shall not exceed six inches in height;
 - (xvi) The signs shall not create a vision obstruction for pedestrian and/or vehicular traffic;
 - (xvii) The signs shall be located so as not to interfere with the flow of pedestrian traffic;
 - (xviii) No repetitious wording or display is permitted on any portion of the sign.
 - (xix) No landscaping is required for these signs.
- (d) Directory Signs (**Exhibit A Sheet SP-9**).
- (i) There shall be a maximum of 10 such sign located in the Development;
 - (ii) The signs shall not exceed 8'-0" in height.
 - (iii) The signs shall be setback a minimum of five feet from any public street or highway right-of-way lines;
 - (iv) The sign, sign supports or sign base shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
 - (v) The signs shall be either two-sided; three-sided or four-sided, three dimensional signs; or a combination thereof; and shall be freestanding and shall be mounted on a solid base which supports a minimum of 75% of the horizontal dimension of the sign display;
 - (vi) The maximum width of the signs shall be 4'- 6";
 - (vii) The maximum sign area for each sign shall not exceed 35 square feet per sign face;
 - (viii) The signs shall incorporate the DEVELOPMENT logo;
 - (ix) When a geographic locator/identifier (e.g. municipality name) is used in the name of the Development, the name/wording "Pleasant Prairie" shall be incorporated

into the sign(s). The sign(s) may incorporate the DEVELOPMENT logo;

- (x) One side of the sign shall incorporate a "You Are Here Map" of the DEVELOPMENT and/or shall give a listing of the tenants in the Development, two sides shall be for both on premise (within the Development) and off premise advertising and the remaining side may incorporate the face of a vending machine;
- (xi) An electronic changing message sign or electronic scrolling sign shall not be permitted;
- (xii) Arrows on the signs are permissible;
- (xiii) If applicable, these on-site information signs shall be coordinated with the tenants in the DEVELOPMENT. These signs shall be changed in conjunction with a new tenant locating into or leaving the DEVELOPMENT;
- (xiv) The signs may be internally illuminated or may be illuminated from lights on top or on the sides of the signs, however, the signs shall not be externally illuminated with a ground-mounted light;
- (xvii) The signs shall be located so as not to interfere with the flow of pedestrian traffic;
- (xviii) No repetitious wording or display is permitted on any portion of the sign;
- (xix) No landscaping is required for these signs;
- (xx) **The owners of the DEVELOPMENT Prime** hereby grants to the Village of Pleasant Prairie ("Village") and/or the Kenosha Area Convention & Visitors Bureau ("KACVB"), at no leasing charge to the Village/KACVB, the exclusive space for the use of up to five different sides, one side located on one of no more than five different Directory Signs located in the DEVELOPMENT for the Village's/KACVB's sole use, provided **the owners of the DEVELOPMENT Prime**, in its sole discretion, shall install, and/or continue to keep said Directory Signs in the Development. Upon **the owners of the DEVELOPMENT Prime's** installation of the Directory Signs in strategic locations, with the Village/KACVB's approval of the locations, **the owners of the DEVELOPMENT Prime** shall notify, in writing, the Village of the location of five different sides of five different Directory Signs [with only one such sign being located in each of the Phases: Phase **I, II, III, IV and V 1, 2, 3, 4 and 5**] and the Village/KACVB shall, within a reasonable amount of time thereafter enter into an agreement with **the owners of the DEVELOPMENT Prime** to install and begin to maintain, at the Village's/KACVB's sole cost and expense, advertising signage that is equal to or better than the quality and character of signage that **the owners of the DEVELOPMENT Prime has have** currently installed in the Directory signs. The Village/KACVB further agrees

that it will use said signage solely for the advertisement of community events and/or public service announcements as reasonably approved by the Village Zoning Administrator, none of which shall directly compete with **the owners of the DEVELOPMENT Prime**. **The owners of the DEVELOPMENT Prime is are** under no obligation to install any of the Directory Signs, but the first five Directory Signs **the owners of the DEVELOPMENT Prime** installs must be located in each of the five phases of the Development.

(e) Service Door Signs (Exhibit **A Sheet SP-29**).

- (i) All service doors shall incorporate On-Site Information signage. However, if a tenant space has multiple service doors, which are located immediately next to each other, then only one of the service doors need to incorporate the signage. If an individual tenant has multiple service doors that are not located immediately adjacent to one another, then each of the service doors shall incorporate the signage to facilitate emergency response and delivery personnel;
- (ii) The signs shall include only the tenant's name for which the door is serving and the tenant space number and shall be comprised of vinyl or painted lettering (with the goal being to have all Service Door signage to eventually be either all vinyl or all painted lettering);
- (iii) The lettering shall be the same size, font and color on all service doors;
- (iv) The service door lettering and numerals shall be vertically centered on the door and shall be centered on the door at 60 inches above grade; shall be coordinated with the tenants in the Development. These signs shall be changed in conjunction with a new tenant locating into or leaving the Development;
- (v). All service doors shall be painted the same color;
- (vi) An electronic changing message sign or electronic scrolling sign shall not be permitted;
- (vii) If applicable, these on-site information signs shall be coordinated with the tenants in the Development. These signs shall be changed in conjunction with a new tenant locating into or leaving the Development;
- (viii) The signs shall not be individually illuminated.
- (ix) No repetitious wording or display is permitted on any portion of the sign.

(f) Portable Display Stand Signs (**Exhibit A Sheet SP-32**).

- (i) There shall be no more than 30 double-faced signs located in the DEVELOPMENT and shall only be located outside on the pedestrian sidewalk areas adjacent to the stores or shall be located inside the buildings within the Development;

- (ii) The signs shall not exceed 5'-6" in height.
- (iii) The signs shall be setback a minimum of five feet from any public street or highway right-of-way lines;
- (iv) The sign, sign supports or sign base shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
- (v) Electronic changing message signs or electronic scrolling signs shall not be permitted;
- (vi) The signs shall be either single-sided or two-sided, shall be freestanding and shall be mounted on two posts/poles;
- (vii) The maximum sign area for each sign shall not exceed five square feet per sign face;
- (viii) The DEVELOPMENT logo may be incorporated as reasonably approved by the Village Zoning Administrator;
- (ix) Each sign shall allow for the posting of local and national promotional events for **the DEVELOPMENT** ~~Prime Outlets/Prime Retail~~, promotional events for the tenants within the DEVELOPMENT, promotional events sponsored by the Village of Pleasant Prairie ("Village"), promotional events sponsored by the Kenosha Area Convention & Visitors Bureau ("KACVB") and other promotional events as reasonably approved by the Village Zoning Administrator pursuant to a separate agreement executed by the parties, whereby the Village/KACVB shall install and begin to maintain, at the Village's/KACVB's sole costs and expense, advertising signage that is equal to or better than the quality and character of signage that **the owner of the DEVELOPMENT** ~~Prime has~~ **have** currently installed in the Portable Display Stand Signs. The Village and/or KACVB shall have the exclusive use of no more than 10 sides of such signs. The Village/KACVB further agrees that it will use said signage solely for advertisement of community events and/or public service announcements, none of which shall directly compete with **the DEVELOPMENT** ~~Prime~~;
- (x) The signs shall not be illuminated;
- (xi) The signs shall not be located on any artificially increased ground elevation, such as an earthen berm;
- (xii) The signs shall not create a vision obstruction for pedestrian and/or vehicular traffic;
- (xiii) The signs shall be located so as not to interfere with the flow of pedestrian traffic;
- (xiv) No repetitious wording or display is permitted on any portion of the sign;

- (xv) No landscaping is required for these signs.
- (g) "Circle" Signs (**Exhibits A Sheets SP-24, SP-25, SP-26, SP-27, SP-28**). The following signs shall be located in the "Circle Zone" as identified on **Exhibit A Sheet SP-1**:
 - (i) Wall mounted. (**Exhibits A Sheets SP-27 & SP-28**) These Directional and Tenant signs shall be located on the back walls and end walls on buildings located in the Circle Zone.
 - a. The number and location of these Directional and Tenant signs shall be approved by the Zoning Administrator, however, there shall be allowed no less than one sign allowed on each "end wall" (see **Exhibit A Sheet SP-27**) and "back wall" (see **Exhibit A Sheet SP-28** of the buildings' end walls) that are only located in the Circle Zone (as identified on **Exhibit A Sheet SP-1**);
 - b. The Directional signs shall be located at height of a minimum of three feet from grade;
 - c. These Directional and Tenant signs shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
 - d. A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
 - e. The maximum area for each Directional sign shall not exceed 20 square feet, except the maximum area is increased to 72 square feet if located in the Circle Zone;
 - f. The Directional signs shall only incorporate appropriate wording that directs pedestrian traffic between phases. Such wording may include, but is not limited to: "Walk Way To More Great Shops", except signs located in the Circle Zone shall be allowed to include the names of tenants located in the DEVELOPMENT;
 - g. These Directional and Tenant signs may be internally illuminated, or may be illuminated with a wall-mounted or soffit-mounted light; however, the signs shall not be externally illuminated with a ground-mounted light;
 - h. No repetitious wording or display is permitted on any portion of these Directional and Tenant signs.
 - i. No landscaping is required for these Directional and Tenant signs.

- (ii). Food Pavilion Tower Signs (**Exhibits A Sheets SP-25 & SP-26**)
- a. As depicted on **Exhibits A Sheets SP-24 & SP-25**, there shall be multiple signage opportunities on the Food Pavilion Tower for tenants located in the DEVELOPMENT to install tenant signs.
 - b. Each tenant in the DEVELOPMENT that is approved by the owner of the DEVELOPMENT to have a sign located on the Tower shall be allowed one Wall Sign on every other side (but not on contiguous sides) of the Tower which shall only advertise the name of the tenant (the wall sign may incorporate the tenant's company logo as reasonably approved by the Village Zoning Administrator).
 - c. The signs shall be permanently mounted on the exterior fascia of the Tower; shall not be placed upon or cover any architectural feature and shall be a minimum of six inches from the edge of the fascia, or architectural feature;
 - d. The signs shall not extend outward more than 12 inches from the building's wall (fascia) surface;
 - e. All signs shall be internally, externally, or halo illuminated as depicted on **Exhibit A Sheet SP-10**. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis. These types of prohibited signs/sign illumination include, but are not limited to;
 - i. external neon outlining illumination,
 - ii. background painting of the building facade;
 - f. Only channel-type or pin-mounted letters shall be allowed per **Exhibit A Sheet SP-10**; however, a symbol or company logo may be allowed as reasonably approved by the Village Zoning Administrator;
 - g. The signs (letters, faces and trim caps) shall be the tenant's choice of color;
 - h. A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted unless otherwise approved by the Village Zoning Administrator;
 - i. The location and size of said Tower Signage shall be as depicted on **Exhibits A Sheets SP-24 & SP-25**;
 - j. **Prime The owners of the DEVELOPMENT** shall have the right to install on all four sides of

the Tower, within the designated Pavilion Tower signage area, the **Prime DEVELOPMENTS** logo and wording that identifies the Food Pavilion.

(iii) Food Pavilion Signs (**Exhibits A Sheets SP-24, SP-25 & SP-26**)

- a. As depicted on **Exhibits A Sheets SP-24, SP-25, & SP-26**, there shall be multiple signage opportunities on the Food Pavilion for tenants located in the Food Pavilion to install tenant signs.
- b. Each tenant in the Food Pavilion that is approved by the owner of the DEVELOPMENT to have a sign located on the Food Pavilion shall be allowed one Wall Sign which shall only advertise the name of the tenant (the wall sign may incorporate the tenant's company logo as reasonably approved by the Village Zoning Administrator).
- c. The signs shall be permanently mounted on the exterior fascia of the building, shall not be placed upon or cover any architectural feature and shall be a minimum of six inches from the edge of the fascia, or architectural feature;
- d. The signs shall not extend outward more than 12 inches from the building's wall (fascia) surface;
- e. All signs shall be internally, externally, or halo illuminated as depicted on **Exhibit A Sheet SP-10**. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis. These types of prohibited signs/sign illumination include, but are not limited to; 1) external neon outlining illumination, and 2) background painting of the building facade;
- f. Only channel-type or pin-mounted letters shall be allowed per **Exhibit A Sheet SP-10**; however, a symbol or company logo may be allowed as reasonably approved by the Village Zoning Administrator;
- g. The signs (letters, faces and trim caps) shall be the tenant's choice of color;
- h. A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted unless otherwise approved by the Village Zoning Administrator;
- i. The location and size of said Tower Signage shall be as depicted on **Exhibits A Sheets SP-24, SP-25, & SP-26**.

- j. Signage shall not extend~~ed~~ beyond the areas as depicted on **Exhibit A Sheet SP-24**.

(6) Freeway End Wall Signage (Exhibit A Sheet SP-22). In between Phases I & III, additional tenant signage shall be allowed to be installed in one of the three different configurations as set forth on **Exhibit A Sheet SP-22**.

- (a) The sign shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other within the Development;
- (b) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
- (c) The maximum area for each sign shall not exceed the limitations set forth on **Exhibit A Sheet SP-22**;
- (d) The signs may be internally illuminated, or may be illuminated with a wall-mounted or soffit-mounted light; however, the signs shall not be externally illuminated with a ground-mounted light;
- (e) No repetitious wording or display is permitted on any portion of the sign;
- (f) Landscaping is required in front of these signs.

(7) Phase I - IV Wall Signs (Exhibit A Sheets SP-11, SP-14, SP-16, SP-17, SP-18, SP-19, SP-20, SP-23, SP-24, SP-27, SP-28, SP-30, SP-31).

- (a) Each individual tenant space shall be allowed one Wall Sign which shall only advertise the name of the tenant space store (the wall sign may incorporate the tenant's company logo as reasonably approved by the Village Zoning Administrator);
 - (i) Exception: The end tenant spaces that have an additional elevation/façade, end wall or back wall and/or end corner space or tower elevation that is visible from I-94; or
 - (ii). Exception: The end tenant spaces that have an additional elevation/façade, end wall or back wall and/or end corner space or tower elevation that is located in the Circle Zones, shall be allowed an additional 200 square feet of wall signage per additional elevation/façade, end wall or back wall, and an additional 330 square feet of wall signage to be used on the Tower elevation (See **Exhibit A Sheet SP-23**).
 - a. This additional 200 square feet of wall signage and 330 square feet of Tower signage shall only be incorporated on the elevation/façade, end wall or back wall of the tenant space that faces I-94 (including Phase VI), or is located in the Circle Zone, or is on a Tower elevation.
 - b. The length of these signs (excluding the Tower elevation signage area) shall not exceed 50% of

the linear foot store front dimension that is visible from I-94 (including Phase VI), and the height of the sign shall not exceed four feet for an end wall sign if visible from I-94 (including Phase VI), and the height of the sign shall not exceed three feet if located in the Circle Zone.

- (iii) Exception: Of the total of 600 square feet of wall signage allowed for end tenant spaces, only a maximum of 200 square feet may be applied to any one façade. However, said signage area on the Tower elevation may include signage of tenants that do not occupy the space directly below said tower elevation, and said signage shall be in addition to any other signage said tenant shall be allowed to have in the Development.
- (2) Exception: Excluding the additional signage areas allowed herein, tenants that have more than one wall sign, or tenants that exceed the allowable 200 square feet in total sign area, or existing tenant signs that exceed the parameters of this PUD ordinance at the time of the adoption of this ordinance, may continue to have such signs. However, such sign(s) shall be considered legal, nonconforming sign(s) and shall be subject to the nonconforming sections of the Village Zoning Ordinance (Article X and § 420-140).
- (3) Exception: Tenants that have more than one leasable storefront/tenant spaces that have an interior connection between the tenant spaces, or a tenant that has more than one separate and distinct entrance to the same interior store space, shall have the option of having an additional wall sign. The maximum allowable area for the wall signage of these types of tenant spaces shall be 200 square feet. The combined total of the wall signage for these types of tenant spaces shall not exceed 75% of the linear foot storefront dimension. As with all wall signs, the wording of this additional sign shall not be repetitious.
- (b) The signs shall be permanently mounted on the exterior fascia of the building, shall not be placed upon or cover any architectural feature and shall be a minimum of six inches from the edge of the fascia, architectural feature or outside limits of the tenant;
- (c) The signs shall not extend past an individual tenant's internal leasable storefront space; however, due to jogs and bends in the building layout (i.e. 90 degree turns) certain corner individual tenant internal lease able storefront spaces are not wide enough, and therefore, these individual tenant space signs may be allowed to extend past the individual tenant's internal lease able storefront space upon reasonable approval from the Village Zoning Administrator;
- (d) The signs shall not extend outward more than 12 inches from the building's wall (fascia) surface;
- (e) All signs shall be internally, externally, or halo illuminated as depicted on **Exhibit A Sheet SP-10**. The following types of signs/sign illumination shall not be permitted unless approved by the

Village Zoning Administrator on a case-by-case basis. These types of prohibited signs/sign illumination include, but are not limited to: 1) External neon outlining illumination, and 2) Background painting of the building facade;

- (f) Only channel-type or pin-mounted letters shall be allowed as per **Exhibit A Sheet SP-10**; however, a symbol or company logo may be allowed by the Village Zoning Administrator;
 - (g) Each corner tenant that has a corresponding "Tower Elevation" (as depicted on **Exhibit A Sheet SP-23**) shall have three separate signage areas as follows:
 - (i) Two separate sign areas; one on the front side and another on the end wall,
 - (ii) Each of the two sign areas having a maximum allowable area of 250 square feet and shall have a sign envelope as shown in **Exhibit A Sheet SP-27**;
 - (iii) Tower sign area with a maximum allowable area of 165 square feet per side as shown in **Exhibit A Sheet SP-23**;
 - (iv) Each of the "Tower Elevation" sign envelopes may be utilized by two different tenants in the DEVELOPMENT regardless of the space said tenant is occupying in the Development;
 - (h) The signs (letters, faces and trim caps) shall be the tenant's choice of color;
 - (i) Each sign shall not exceed the sign envelope as set forth on the applicable **sheets in Exhibit A** that said sign pertains to;
 - (j) Each tenant that has a store elevation as set forth on **Exhibits A Sheets SP-11, SP-12, SP-13, SP-14, & SP-15** shall be allowed two; 2'-0" x 2'-0" sign plaques (4 square feet per plaque), **Exhibit A Sheet SP-31** Signs. All of these plaques shall be of the same size and shall only advertise the name of the corresponding tenant space store and may incorporate a company logo as shown in **Exhibit A Sheet SP-31**;
 - (k) No repetitious wording or display is permitted on any portion of the wall/fascia on which sign is located.
- (8) Phases V & VI Wall Signs (Exhibits A Sheets SP-12, SP-13, SP-15, SP-16, SP-17, SP-18, SP-19, SP-21. This Section (8) shall only apply to those Wall Signs in Phases V & VI (as set forth on Exhibit A Sheet SP-1).**
- (a) Each individual tenant space shall be allowed one Wall Sign which shall only advertise the name of the tenant space store (the Wall Sign may incorporate the tenant's company logo as reasonably approved by the Village Zoning Administrator);
 - (i) Exception:
 - a. The end tenant spaces that have an additional elevation/façade, end wall or back wall and/or end corner space or Tower elevation that is visible from I-94; or
 - b. The end tenant spaces that have an additional elevation/façade, end wall or back wall and/or end

corner space or Tower elevation that is located in the Circle Zone; or

- c. Any tenant that the owner of the DEVELOPMENT allows to place signage on the Food Pavilion Tower as set forth herein shall be allowed an additional 250 square feet of wall signage per additional elevation/ façade/end or back wall, and an additional 330 square feet of wall signage to be used on the Tower elevation (See **Exhibit A Sheet SP-23**), and, as allowed, additional signage on Food Pavilion Tower.

- 1. This additional 250 square feet of wall signage, and 330 square feet of Tower signage, and Food Pavilion Tower signage shall only be incorporated on the elevation/ façade, end wall or back wall of the tenant space that faces I-94 (or faces 108th Street/116th Avenue for the Phase V Retail Buildings A & B), or is located in the Circle Zone, or on a Tower elevation, or on the Food Pavilion Tower.

- 2. The length of these signs (excluding the Tower elevation signage area) shall not exceed 50% of the linear foot store front dimension that is visible from I-94 (or is visible from 108th Street/116th Avenue the Phase V Retail Buildings A & B) and the height of the sign shall not exceed four (4) feet for an end wall sign if visible from I-94 (or is visible from 108th Street/116th Avenue for the Phase V Retail Buildings A & B), and the height of the sign shall not exceed three (3) feet if located in the Circle Zone.

- d. Of the total of 580 square feet of wall signage, and the 330 square feet of Tower elevation signage, and the applicable Food Pavilion Tower signage allowed for applicable tenant spaces, only a maximum of 250 square feet may be applied to any one façade. However, said signage area on the Tower elevation and the Food Pavilion Tower may include signage of tenants that do not occupy the space directly below said tower elevations, and said signage shall be in addition to any other signage said tenant shall be allowed to have in the Development.

- (ii) Exception: A tenant that has greater than 75 feet of tenant space store frontage shall be allowed two signage opportunities, and each sign shall be a separate sign.

- (iii) Exception: Tenants that have more than one leaseable storefront/tenant spaces that have an interior connection between the tenant spaces, or a tenant that has more than one separate and distinct entrance to the same interior store space, shall have the option of having an additional wall sign. The maximum allowable area for the wall signage of these types of tenant spaces shall be 250 square feet. The combined total of the wall signage for these types of tenant

spaces shall not exceed 75% of the linear foot storefront dimension. As with all wall signs, the wording of this additional signage shall not be repetitious.

- (b) The signs shall be permanently mounted on the exterior fascia of the building, shall not be placed upon or cover any architecture feature and shall be a minimum of six inches from the edge of the fascia, architectural feature or outside limits of the tenant space as shown in said **sheets in Exhibits A**.
 - (i) Exception: "Race Way" signage (as depicted on **Exhibit A Sheet SP-23**) shall be allowed to be installed on the north walls of Phase V Retail Buildings A & B on top of a decorative race way architectural channel attached to said wall. There shall be a maximum of four separate tenant signs allowed on each of the north walls of Phase V Retail Buildings A & B and each sign shall have a maximum allowable area of 210 square feet and shall have a sign envelope not to exceed those dimensions set forth on **Exhibit A Sheet SP-23**.
- (c) The signs shall not extend past an individual tenant's internal leasable storefront space; however, due to jogs and bends in the building layout (i.e. 90 degree turns) certain corner individual tenant internal lease able storefront spaces are not wide enough, and therefore, these individual tenant space signs may be allowed to extend past the individual tenant's internal lease able storefront space upon reasonable approval from the Village Zoning Administrator;
- (d) The signs shall not extend outward more than 12 inches from the building's wall (fascia) surface and each individual letter in said sign shall be no smaller than 1'-6" in height;
- (e) All signs shall be internally, externally, or halo illuminated (as depicted on **Exhibit A Sheet SP-10**). The following signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis. These types of prohibited signs/sign illumination include, but are not limited to; 1) external neon illumination, and 2) background painting of the building façade;
- (f) Only channel-type and pin-mounted letters shall be allowed; however, a symbol or company logo may be allowed as reasonably approved by the Village Zoning Administrator;
- (g) The signs (channel-type and pin-mounted letters, faces and trim caps) shall be the tenant's choice of color;
- (h) Each corner tenant that has a corresponding "Tower Elevation" (as depicted on **Exhibit A Sheet SP-23**) shall have three separate sign areas: two separate sign areas; one on the front side and another on the end wall, with each of the two sign areas having a maximum allowable area of 250 square feet and shall have a sign envelope as shown in **Exhibit A Sheet SP-27**, and tower sign area with a maximum allowable area of 167 square feet per side as shown in **Exhibit A Sheet SP-23**. Each of the "Tower Elevation" sign envelopes may be utilized by two different tenants in the DEVELOPMENT regardless of the space said tenant is occupying in the Development;

- (i) Each sign shall not exceed the sign envelope as set forth on the applicable **sheets in Exhibit A** that said sign pertains to;
- (j) Each tenant that has a store elevation as set forth on **Exhibits A Sheets SP-12, SP-13, & SP-15** shall be allowed two; 2'-0" x 2'-0" sign plaques (four square feet per plaque), **Exhibit A Sheet SP-31** signs. All of these plaques shall be of the same size and shall only advertise the name of the corresponding tenant space store and may incorporate a company logo;
- (n) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
- (o) No repetitious wording or display is permitted on any portion of the wall/fascia on which sign is located unless approved by the Village Zoning Administrator.

(9) Projecting (Under Canopy) Signs (Exhibit A Sheet SP-30).

- (a) Each individual tenant space shall be allowed one such sign which shall only advertise the name of the tenant space store [the projecting (under canopy) sign may incorporate the tenant's company logo as may be approved by the Village Zoning Administrator];
 - (i) Exception: The end tenant spaces that have an additional elevation/façade, end wall or back wall, or other tenant spaces located in the Circle, shall be allowed one additional Projecting (Under Canopy) Sign. This additional projecting (under canopy) sign shall only be located along the additional elevation/façade, end wall or back wall of the tenant space for which it advertises.
- (b) Additional Projecting (Under Canopy) Signs shall be allowed for on-site direction such as, but not limited to, the Development's management office, automatic teller machines (ATMs), telephones, lounges. The number and location of these types of projecting (under canopy) signs shall be reasonably determined and approved by the Village Zoning Administrator.
- (c) The signs shall be affixed to the canopy soffit;
- (d) The signs shall be located within the parameters of the individual tenant's lease able storefront space;
- (e) All signs shall incorporate the DEVELOPMENT logo;
- (f) The "bracket" to which the under canopy sign is attached shall not exceed 4.0 square feet, shall have a maximum length of 4'-0" and a maximum height of 1.0 foot;
- (g) The under canopy signs may be any shape as chosen by the tenant; however; the under canopy signs shall not exceed eight square feet and shall have a length of 4'-0" and shall have a height of 2'-0". Thus, regardless of the sign's shape, the parameters of each sign shall meet the 4'-0" length requirement and the 2'-0" height requirement;
- (h) The minimum distance between the pedestrian walkway and the lowest point (underside) of the signs shall be 8'-6." All signs shall have (or shall have the appearance of having) a uniform pedestrian walkway clearance;

- (i) The signs shall have a maximum thickness of no more than two inches;
- (j) The signs shall be centered on the underside of the canopy soffit, above the pedestrian walkway, to create uniformity;
- (k) The signs may be externally illuminated;
- (l) The signs shall be constructed of materials complimentary to the materials used in the buildings and structures and shall be designed to be architecturally compatible with other signs in the DEVELOPMENT and with the DEVELOPMENT as a whole;
- (m) Each individual tenant sign may be any color;
- (n) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
- (o) No repetitious wording or display is permitted on any portion of the sign;
- (p) A temporary Projecting (Under Canopy) Sign may be used for a short-term tenant [tenant for one year or less]. The same regulations pertaining to permanent temporary projection signs shall apply to temporary projection signs.

(10) Temporary Tenant Signs. Allowed for individual tenants that will occupy a space in the DEVELOPMENT for. 12 consecutive months or less and subject to the following regulations:

- ~~(a) Temporary Banner Signs for individual tenants that will occupy a space in the DEVELOPMENT for 45 days or less, and for all new tenants that will occupy a space in the DEVELOPMENT for more than 45 days (however, after 45 days of occupancy, the Wall Sign(s) shall be installed and the Temporary Banner Sign shall be permanently removed). These regulations shall apply to all tenant types.~~
 - ~~(i) Such tenant signs shall have a maximum allowable area of 200 square feet; however, the area of the sign shall not exceed the area of the future permanent Wall Sign area;~~
 - ~~(ii) The length of the sign shall not exceed 50 feet and the height of the sign shall not exceed 48 inches;~~
 - ~~(iii) The signs shall be constructed of mylar, plastic, vinyl, canvas, or other material as reasonably approved by the Village Zoning Administrator;~~
 - ~~(iv) All signs shall have background banner color and letter color of the tenant's choice;~~
 - ~~(v) Each individual tenant space shall be allowed one Temporary Banner Sign which shall only advertise the name of the tenant space store; however, the Temporary Banner Sign may incorporate the tenant's company logo as reasonably approved by the Village Zoning Administrator;~~
 - ~~a. Exception: No Temporary Banner Sign shall be allowed on the Pavilion Tower; however, Temporary Banner Signs shall be allowed to be installed on the Tower elevations only in conjunction with the adjoining tenant space that is associated with the Tower.~~

- b. ~~Exception: The end tenant spaces that have an additional end wall, elevation/façade or back wall, and said end wall, elevation/façade or back wall that is visible from I-94 or located in the Circle Zone, shall be allowed an additional 200 square feet of Temporary Banner Signage per additional signage area otherwise allowed for permanent signage as set forth herein.~~
- c. ~~Exception: This additional 200 square feet of wall sign shall only be incorporated on the end wall elevation/façade or back wall elevation/façade of the tenant space that faces I-94 or is located in the Circle Zone.~~
- d. ~~Exception: The length of these signs shall not exceed 50% of the linear foot storefront dimension that is visible from I-94 or if located in the Circle Zone and the height of the sign shall not exceed 48 inches.~~
- e. ~~Exception: Of the total of 600 square feet of Temporary Tenant Signage allowed for end tenant spaces, only a maximum of 200 square feet may be applied to any one façade.~~
- (vi) ~~The signs shall be temporarily, but securely, mounted on the exterior fascia of the building, shall not "flap in the wind, shall not be placed upon or cover any architectural feature, shall be a minimum of six inches from the edge of the fascia, architectural feature or outside limits of the tenant space and shall not extend past the an individual tenant's internal leaseable storefront space;~~
 - a. ~~Exception: Due to jogs and bends in the building layouts (i.e. 90 degree turns) certain corner individual tenant internal lease able storefront spaces are not wide enough, and therefore, these Temporary Banner Signs may be allowed to extend past the individual tenant's internal lease able storefront space upon the approval from the Village Zoning Administrator;~~
- (vii) ~~The signs shall incorporate a three inch white border around the perimeter of the lettering/logo;~~
- (viii) ~~The signs will be allowed for a maximum of 45 days. By the termination of 45 day period, the permanent Wall Sign shall have been applied for, approved by the Village, installed and inspected by the Village;~~
- (ix) ~~If the tenant plans to extend its lease for the tenant space beyond the 45 days, or if the tenant's lease is for a period longer than 45 days, then it shall be the tenant's responsibility to formally apply to the Village for a permanent Wall Sign for this tenant space in a timely manner in order to ensure compliance with this Ordinance;~~
- (x) ~~No repetitious wording or display is permitted on any portion of the sign;~~
- (xi) ~~The signs shall not be illuminated.~~

- ~~(xii) — At the end of the 45 day time frame for a tenant, or at the end of the tenant's occupancy (whichever comes first), this Temporary Banner Sign shall be completely removed and replaced only with a Wall Sign pursuant to Section d. vii. (7) & (8) of this Ordinance.~~
- ~~(b) — Temporary Tenant Signs [for individual tenants that will occupy a space in the DEVELOPMENT for 45 consecutive days to one year]. These regulations shall apply to all tenant types.~~
- (a) Each individual tenant space shall be allowed one Temporary Tenant Sign which shall only advertise the name of the tenant space store (the wall sign may incorporate the tenant's company logo as reasonably approved by the Village Zoning Administrator);
 - ~~a. Exception: The end tenant spaces that have an additional end wall, elevation/façade or back wall, and said end wall, elevation/façade or back wall is visible from I-94 or located in the Circle Zone, shall be allowed an additional 200 square feet of Temporary Tenant Signage. This additional 200 square feet of wall sign shall only be incorporated on the end wall, elevation/façade or back wall of the tenant space that faces I-94 or is located in the Circle Zone. The length of these signs shall not exceed 50% of the linear foot storefront dimension that is visible from I-94 or located in the Circle Zone, and the height of the sign shall not exceed 48 inches. Of the total of 400 square feet of Temporary Tenant Signage allowed for end tenant spaces, only a maximum of 200 square feet may be applied to any one façade.~~
- (b) The signs shall be mounted on the exterior fascia of the building, shall not be placed upon or cover any architectural feature and shall be a minimum of six inches from the edge of the fascia, architectural feature or outside limits of the tenant space;
- (c) The signs shall not extend past an individual tenant's internal lease able storefront space; however, due to jogs and bends in the building layout (i.e. 90 degree turns) certain corner individual tenant internal lease able storefront spaces are not wide enough, and therefore, these individual tenant space signs may be allowed to extend past the individual tenant's internal lease able storefront space upon reasonable approval from the Village Zoning Administrator;
- ~~(iv) — The signs shall be mounted on the exterior fascia of the building with a sign raceway(s);~~
- ~~(v) — To ensure aesthetic quality, the sign raceway(s) shall be of the same color as the wall façade backdrop to which the raceway(s) is mounted;~~
- ~~(vi) — The signs shall not extend outward more than 12 inches from the building's wall (fascia) surface;~~
- ~~(vii) — The signs shall not be illuminated.~~
- ~~(viii) — Only channel type letters with plastic (e.g. Plexiglas) faces and trim caps (or some other acceptable materials as reasonably approved by the Village Zoning Administrator) shall be allowed; however, a symbol or company logo,~~

~~constructed similar to the sign lettering, may be allowed as reasonably approved by the Village Zoning Administrator;~~

~~(ix) — The signs (channel type letters with plastic (e.g. Plexiglas) faces and trim caps) shall be the tenant's choice of color;~~

(d) Materials and Installation: Option #1.

(i) Materials: Individual cut out letters fabricated from Foam Plex or Ultraboard type materials, painted with 1/8" plex painted the same color and applied to the face of the letters/logo. The thickness of the material shall be a minimum of 1/4 inch to a maximum of 1/2 inch to prevent distortion, warping or buckling.

(ii) Installation: Letters/logo shall be attached to the building only with clear silicone. The silicone shall be used sparingly ("little beads" of silicone on each letter, no penetrations).

(e) Materials and Installation: Option #2.

(i) Materials: Individual 1/4 inch to 1/2 inch thick cut out letters from Foam Plex or Ultraboard, mounted to a 1/8 inch thick sintra or aluminum background panel via double sided tape with silicon.

(ii) Installation: Panel shall be screwed to fascia. Sure head to be covered with background panel color. Minimum amount of screws shall be used to securely fasten the sign to the building.

(f) The signs shall not extend outward more than 12 inches from the building's wall (fascia) surface;

(g) The signs shall not be illuminated.

(h) Each tenant sign shall have a maximum allowable area of 200 square feet, the length of the sign shall not exceed 75% of the linear foot storefront dimension and the height of the sign shall not exceed 30 inches as shown in **Exhibits A Sheets SP-20 & SP-21;**

(g) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;

(h) No repetitious wording or display is permitted on any portion of the sign or the wall/fascia on which sign is located.

(i) At the end of the one year occupancy time frame or lease for a tenant, or at the end of the tenant's occupancy (whichever comes first), this Temporary Tenant Sign shall be completely removed and/or replaced only with a Wall Sign pursuant to Section d. vii. (7) & (8) of this Ordinance **and the fascia shall be restored back to the previous conditions (i.e. removal of any silicone residue, patching holes, stucco repair, repainting ect.).**

(j) No Temporary Tenant Sign shall be allowed on the Pavilion Tower; however, Temporary Tenant Signs shall be allowed to be installed on the Tower elevations only in conjunction with the adjoining tenant space that is associated with the Tower.

(11) Special Event Signs or Devices (e.g. Grand Opening Sign).

- (a) Each tenant may display one such sign at any one time period;
- (b) The signs shall not exceed 30 square feet in area;
 - (i) Exception: The end tenant spaces that have more than two elevations/façade/end or back walls shall be allowed an extra sign (40 square feet maximum). The additional sign shall be located on the elevations/façade/end or back walls and shall not be located on the same wall as another Special Event Sign or Device – one sign per elevation/façade/end wall shall be allowed;
- (c) The sign may be displayed for a maximum of 30 consecutive days and shall be permanently removed within three days after the event. If the sign is removed for one or more days within a 30 day display period and then re-installed within that same 30 day period, then this shall be deemed as an additional display period which shall count towards the maximum three permitted in any one calendar year; canvas or some similar material as reasonably approved by the Village Zoning Administrator;
- (d) The signs shall not be illuminated;
- (e) Each tenant shall be permitted three such signs per calendar year;
- (f) The signs shall be constructed of mylar, plastic, vinyl, canvas, or other material as reasonably approved by the Village Zoning Administrator;
- (g) The signs shall consist of the tenant's choice of colors for the lettering, logo and banner as reasonably approved by the Village Zoning Administrator;
- (h) The signs may be displayed on the inside or outside of a tenant space window, or in another location as reasonably approved by the Village Zoning Administrator, but in no case shall the signs cover more than 30% of a tenant window space and in no case shall these signs be displayed on the exterior fascia of the building;
- (i) The signs shall not be hung from the soffits of the buildings within the DEVELOPMENT;
- (j) No repetitious wording or display is permitted on any portion of the sign.
- (k) The DEVELOPMENT may incorporate banners on the parking lot light standards/poles. Prior to installation, the banners shall be presented to and approved by the Village Zoning Administrator. Permits are required for such banners.
- (l) No Special Event Sign(s) shall be allowed on a Tower elevation or on the Pavilion Tower.

(12) Real Estate Marketing Signs.

- (a) A maximum number of one sign per each street or highway frontage of the Development;
- (b) The signs shall have a maximum area of 48 square feet per sign face;
- (c) The signs shall be located only on the property to which it relates;

- (d) The signs shall have a maximum height of 10 feet;
- (e) The maximum duration of such signs shall be two years. An extension may be permitted for a period not to exceed five years total; provided, however, that such sign shall be removed promptly upon the completion of the transaction;
- (f) The signs shall have a minimum setback of 15 feet from any public street or highway right-of-way line;
- (g) A changeable copy sign, electronic changing message sign or electronic scrolling sign shall not be permitted;
- (h) The signs may be illuminated.

(13) Window Signs (Illuminated).

- (a) Such signs shall only be displayed on the inside of a tenant space window or on the inside of a lounge/common space window and may include a symbol or company logo as reasonably approved by the Village Zoning Administrator;
- (b) The maximum number of such signs shall be four per tenant space window or lounge/common space window;
- (c) The maximum area of such signs shall be nine square feet per sign and the total sign area shall not occupy more than 30% of the tenant space window area or lounge/common space window area.

(viii) Section 420-75 F. entitled "Flag/flagpole" shall be modified for the Development; and the following flag/flagpole requirements shall apply. The following types of "signs" are permitted only pursuant to and in full conformance with a validly issued sign permit or sign special exception permit, the applicable requirements stated below and all other applicable requirements of Article X of the Village Zoning Ordinance:

(1) Flag(s)/Flag Pole(s).

- (a) The number of flag(s)/flagpole(s) allowed in the DEVELOPMENT shall be reasonably determined by the Village Zoning Administrator;
- (b) The minimum setback distance from any public street or highway right-of-way line shall be equal to the height of the flagpole;
- (c) The maximum height of any flagpole shall be 40 feet;
- (d) Flag(s) may be illuminated, provided that adequate precautions are taken to prevent prohibited glare on neighboring properties or on any public street or public highway right-of-way.

(2) Decorative Banners on Parking Lot Light Standards/Poles.

- (a) The maximum number of banners allowed is two per parking lot lighting standard;
- (b) The installation of any new parking lot lighting standard/pole shall require review and approval by the Village prior to installation;
- (c) The maximum size of each decorative banner shall be 12 square feet;
- (d) The bottom of the decorative banners shall be located at a height of not less than eight feet, as measured from the finished grade directly below the banner to the lowest portion of the decorative banner;

- (e) The decorative banners shall be properly affixed to the parking lot lighting standards/poles so as to not "flap in the wind";
- (f) All decorative banners shall be properly maintained and shall be removed if they are frayed, tattered, faded, or torn;
- (g) Permits shall not be required for these decorative banners.

e. Vending Machines. In addition to the vending machines incorporated in "Directly Signs" pursuant to Section d (5) (d) of this Ordinance, one additional stand-alone soda/water vending machines may be allowed within each phase of the DEVELOPMENT subject to the following requirements:

- (a) The back of the vending machine shall be placed against a solid wall of the building within the pedestrian areas adjacent to the buildings and shall not be located within a parking lot area.**
- (b) The vending machine shall not block pedestrian traffic on a walkway and shall be located a minimum of five feet from any door entry.**
- (c) The exact location shall be approved in writing by the Village Zoning Administrator.**

f. Amendments.

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to § 420-13 of the Village Zoning Ordinance.
- (ii) An application for an amendment to this PUD shall be filed by the owner(s) of said property(s) within the Development.
- (iii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

ENVIRONMENTAL GRAPHICS RE-BRANDING PROGRAM

PLEASANT PRAIRIE



PREMIUM OUTLETS®

PREMIUM OUTLETS® | SIMON®

105 Eisenhower Parkway - Roseland, NJ 07068

P: 973-228-6111 - F: 973-364-2503





Primary Project Logo Artwork



Primary Project Logo Artwork



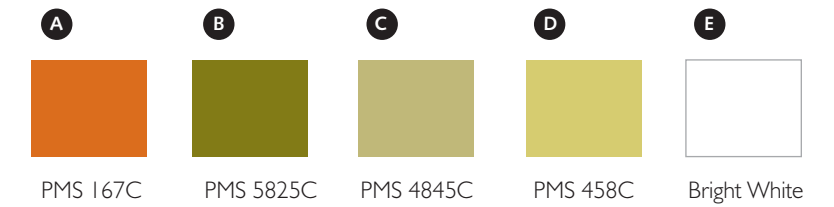
Project Icon Medallion Artwork:



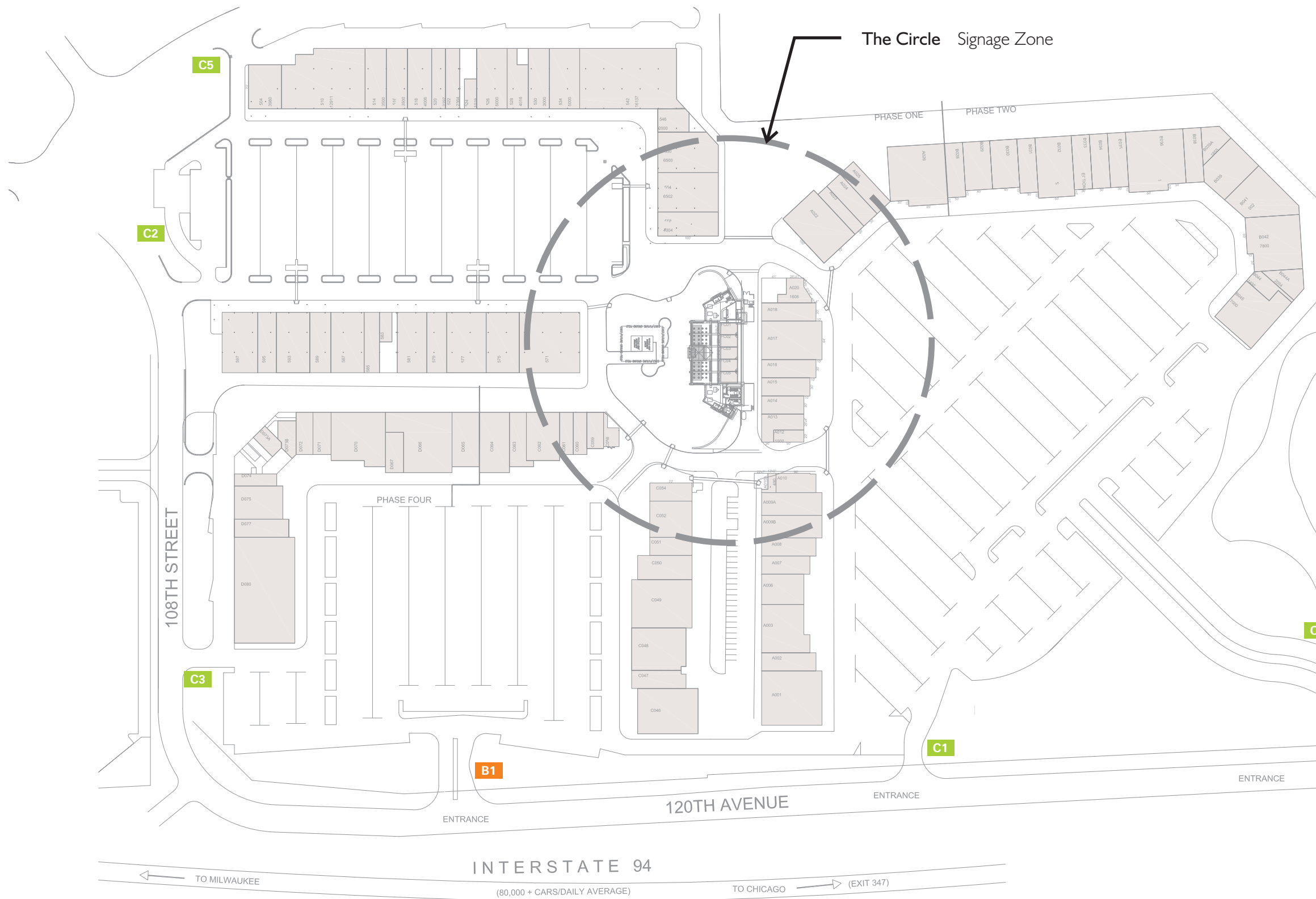
Secondary Project Logo Artwork



Secondary Project Logo Artwork

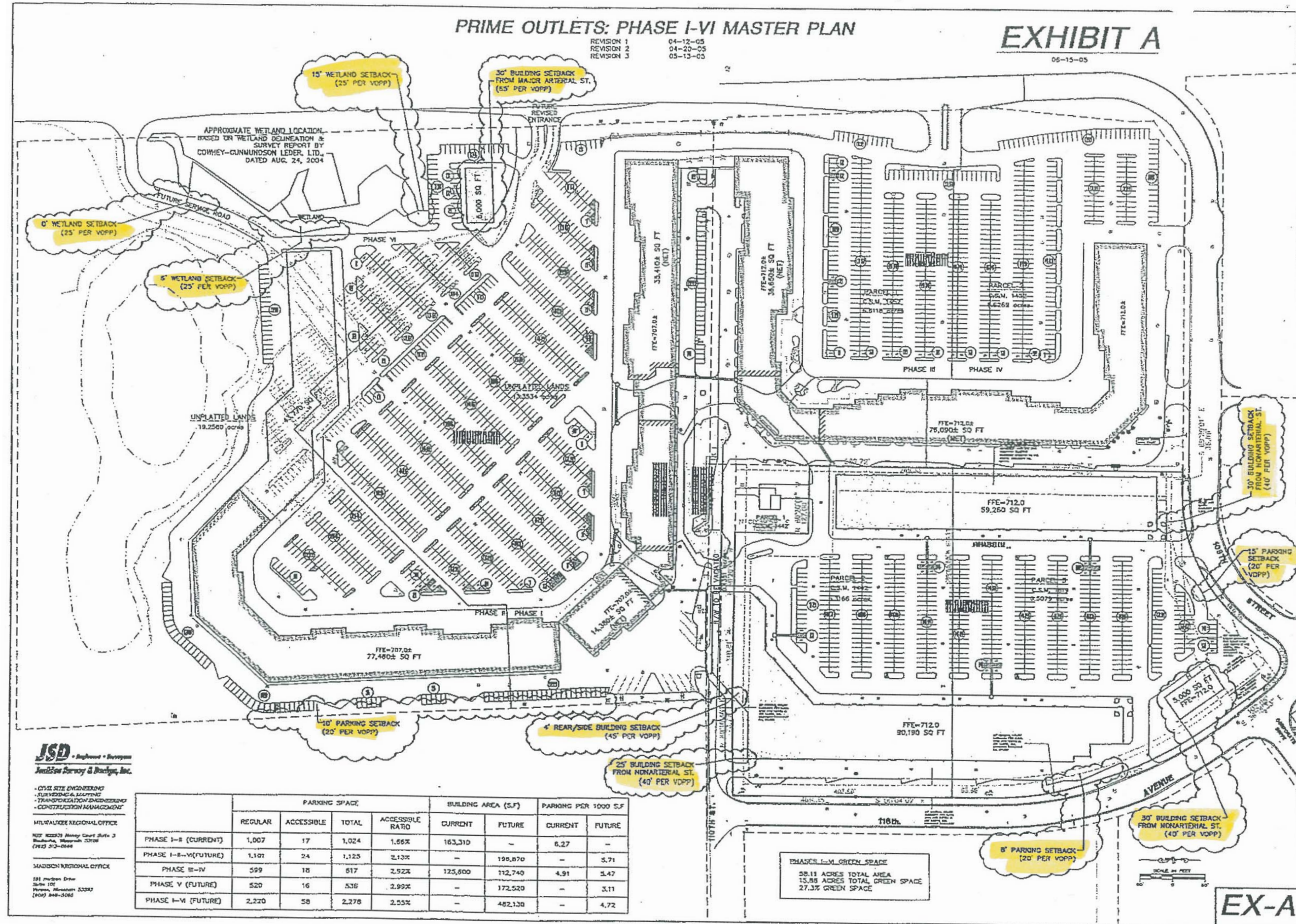


Project Finish Color Palette:



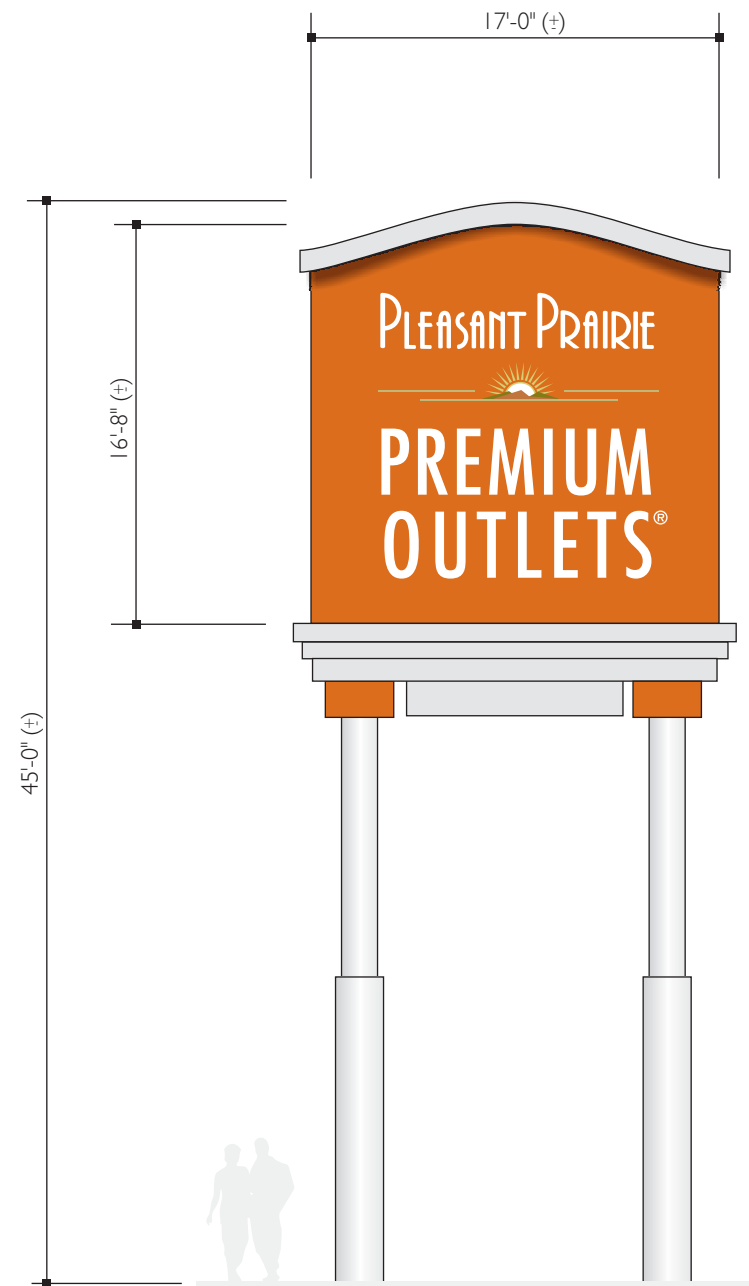
Site Signage Legend:

- B1** Freeway Sign (SP-3)
- C1** Primary Monument Sign (SP-4a)
- C2** Primary Monument Sign (SP-4b)
- C3** Secondary Monument Sign (SP-5a)
- C4** Secondary Monument Sign (SP-5b)
- C5** Future Secondary Monument Sign (SP-5c)





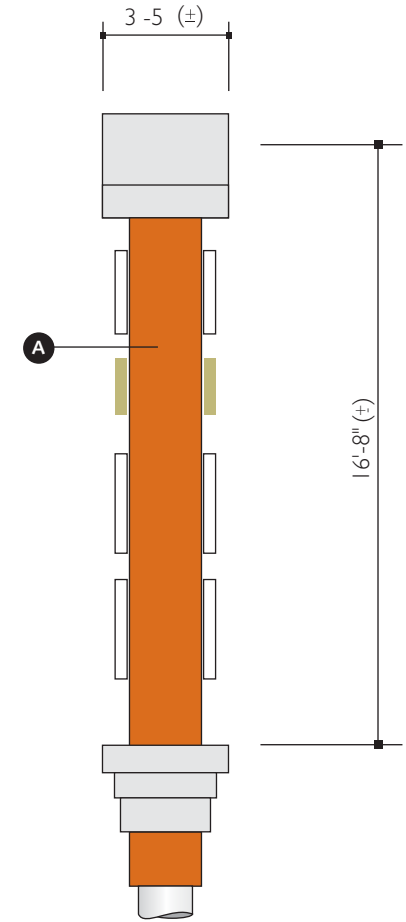
Existing Signage
(Double Faced)



A Freeway Sign Typical Elevation (BI)
Scale: 1/8 = 1'-0



B Sign Assembly Front Elevation
Scale: 3/16 = 1'-0



C Sign Assembly Side Elevation
Scale: 3/16 = 1'-0

Notes:

Remove existing Prime Outlets channel letters, refinish and repaint existing cabinet faces, typ.

Channel Letters:

5" deep fabricated aluminum channel letters attached to refinished faces as identified in logo artwork layouts.

Dental Mounding Detail:

Repaint dental mounding checkerboard to be one solid color to match lighter trim molding color.

Column Capitols:

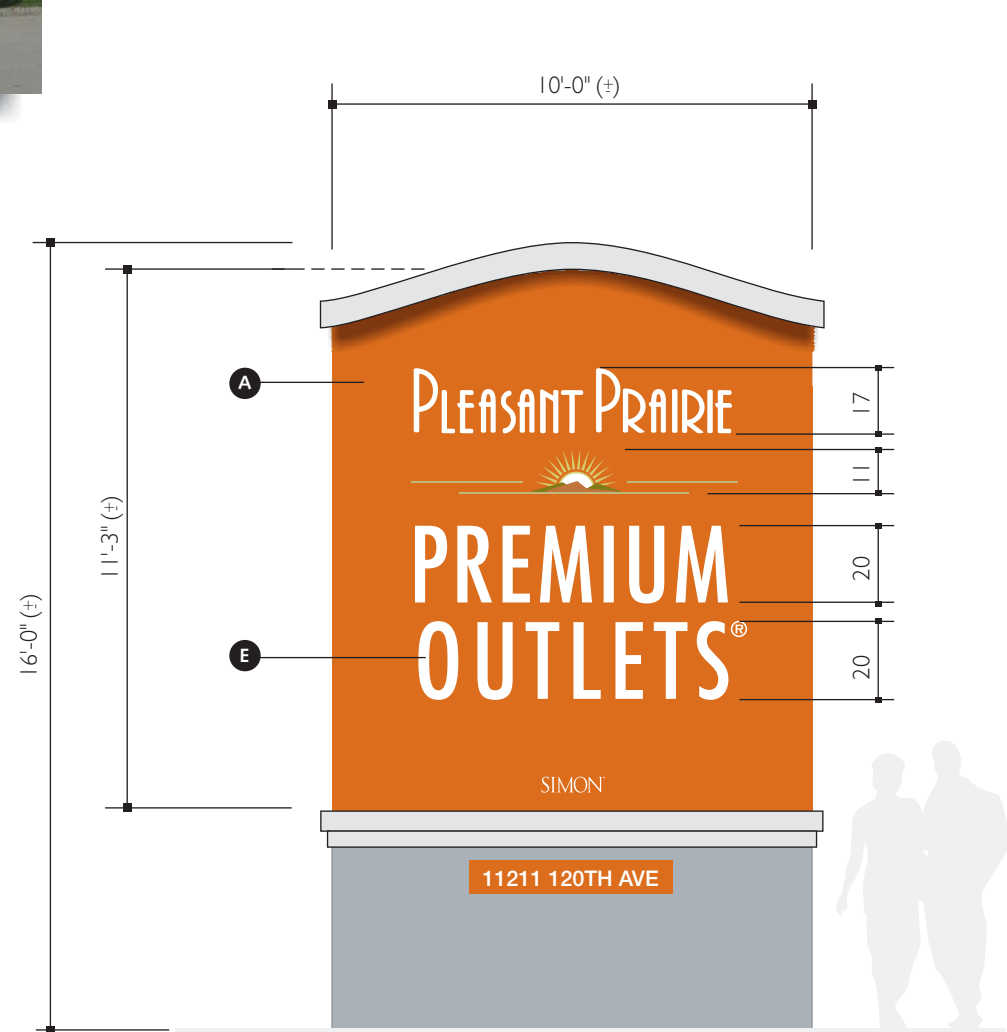
Repaint existing column capitols to match main sign cabinet background color, typ.

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

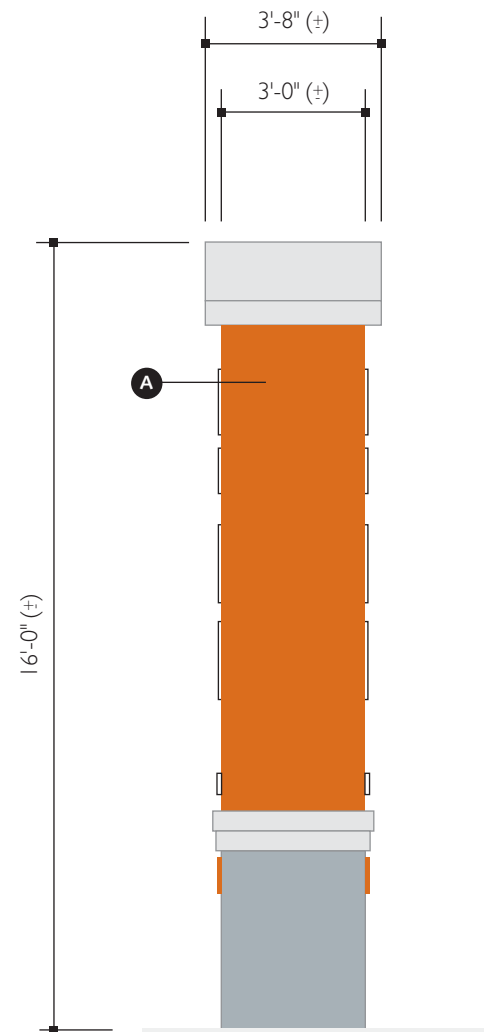
Project:	Drawing:	Scale:	Date:	Revisions:	1	2	3	4
Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Environmental Graphics Overview / Re-branding Scheme	None	08/06/10	11/18/10	08/30/10	11/18/10		
					5	6	7	8



Existing Signage
(Double Faced)



A Primary Monument Sign Typical Elevation (CI)
Scale: 1/4" = 1'-0"



B Primary Monument Sign Side Elevation (CI)
Scale: 1/4" = 1'-0"

Notes:
Existing double faced monument to be refaced.

Cabinet:
Replace existing fabricated aluminum monument face with new aluminum face with routed and push-thru letters and logo.

Letters & Logo Art:
1/2" thick routed and push through copy and logo artwork

Simon Logo Tag:
4 x 1/2" water-jet cut acrylic letters flush mounted to existing sig base.

Address Panel:
8 x 50 x .063" aluminum panel with surface applied 4" tall vinyl address information

Dental Moulding Detail:
Repaint dental molding checkerboard to be one solid color to match lighter trim molding color.

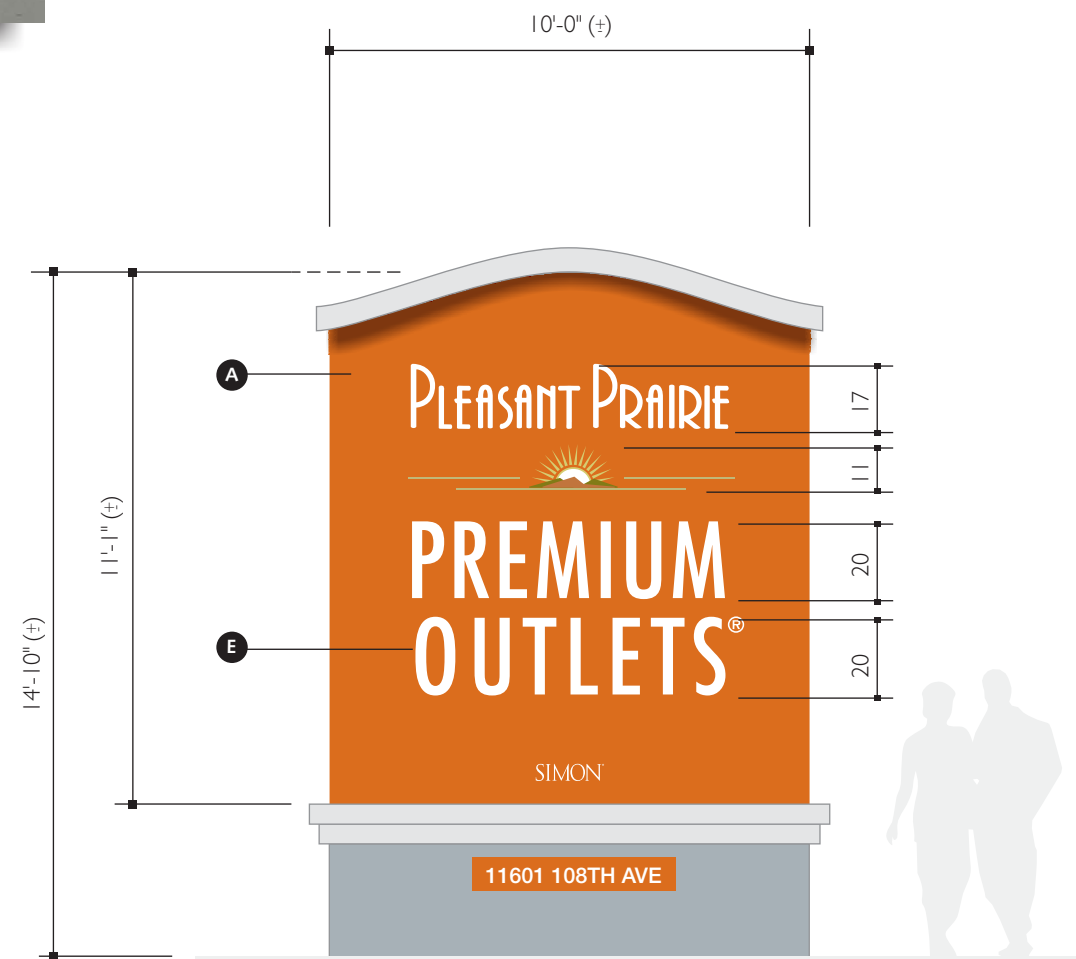
Painted Sign Base:
Sign base to be painted dark gray

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

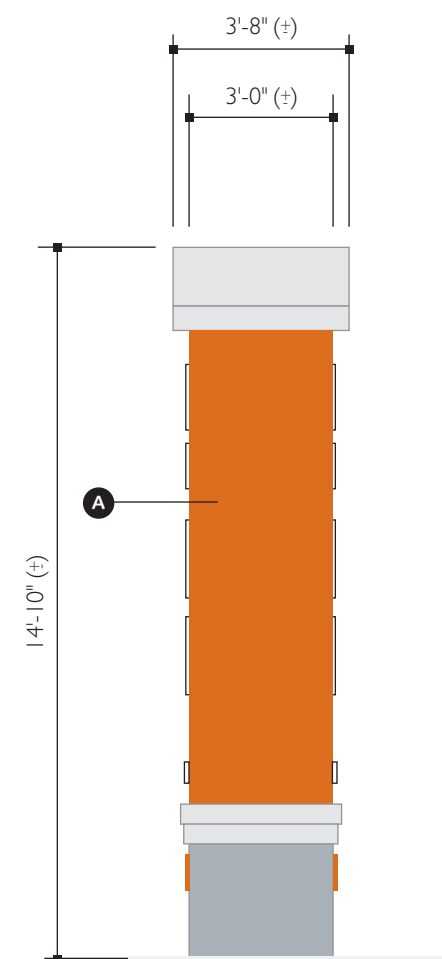
Project:	Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Drawing:	Environmental Graphics Overview / Re-branding Scheme	Scale:	None	Date:	08/06/10	Revisions:	1 08/30/10	2	3 11/18/10	4
								5 11/18/10	6	7	8	



(Double Faced)



A Primary Monument Sign Typical Elevation (C2)
Scale: 1/4" = 1'-0"



B Primary Monument Sign Side Elevation (C2)
Scale: 1/4" = 1'-0"

Notes:

Existing double faced monument to be refaced.

Cabinet:

Replace existing fabricated aluminum monument face with new aluminum face with routed and push-thru letters and logo.

Letters & Logo Art:

1/2" thick routed and push through copy and logo artwork

Simon Logo Tag:

4 x 1/2" water-jet cut acrylic letters flush mounted to existing sig base.

Address Panel:

8 x 50 x .063" aluminum panel with surface applied 4" tall vinyl address information

Dental Moulding Detail:

Repaint dental molding checkerboard to be one solid color to match lighter trim molding color.

Painted Sign Base:

Sign base to be painted dark gray.

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

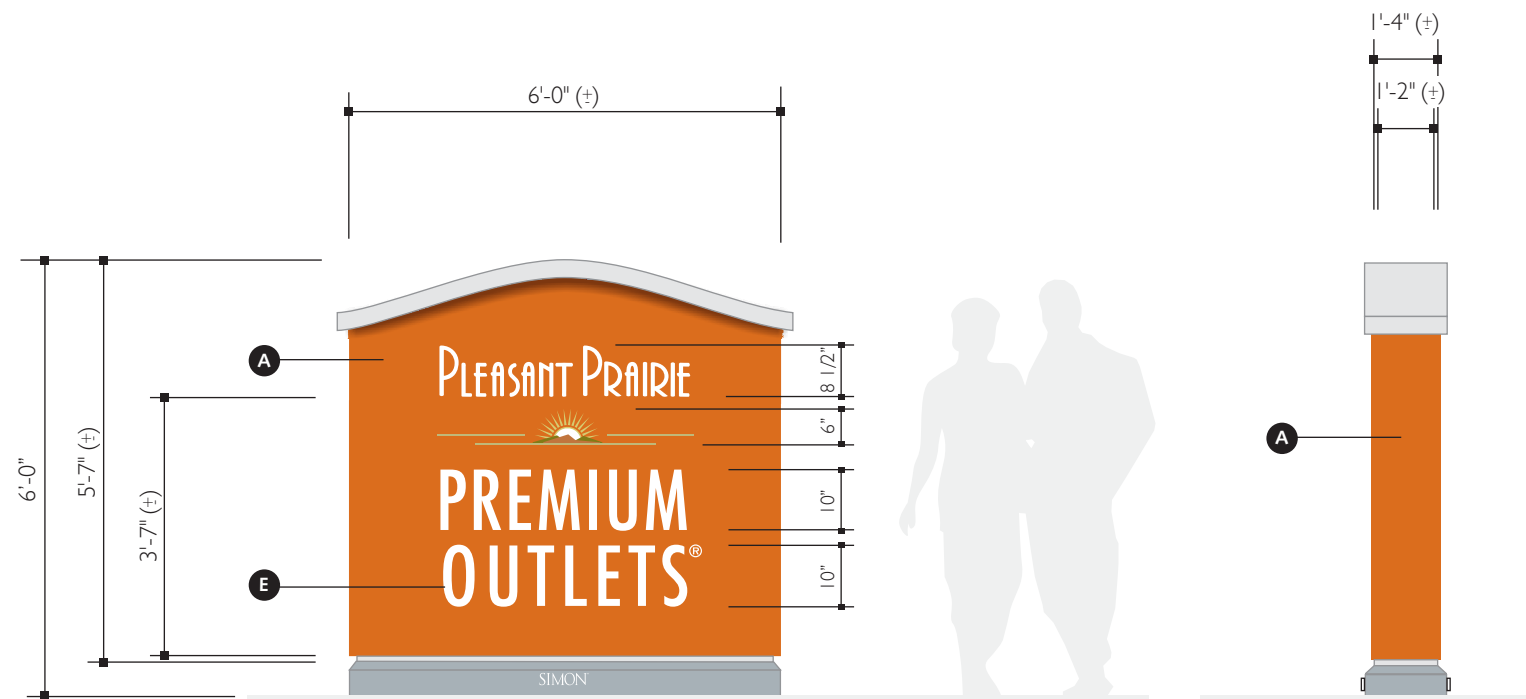


Project:	Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Drawing:	Environmental Graphics Overview / Re-branding Scheme	Scale:	None	Date:	08/06/10	Revisions:	1 08/30/10	2 09/03/10	3 11/18/10	4
									5	6	7	8

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Existing Signage
(Double Faced)



A Secondary Monument Sign Typical Elevation (C3) (C4)
Scale: 3/8"=1'-0"

B Secondary Monument Sign Side Elevation (C3) (C4)
Scale: 3/8"=1'-0"

Notes:

Existing double faced monument to be refaced.

Cabinet:

Replace existing fabricated aluminum monument face with new aluminum face with routed and push-thru letters and logo.

Letters & Logo Art:

1/2" thick routed and push through copy and logo artwork

Simon Logo Tag:

2" x 1/2" water-jet cut acrylic letters flush mounted to existing sig base.

Painted Sign Base:

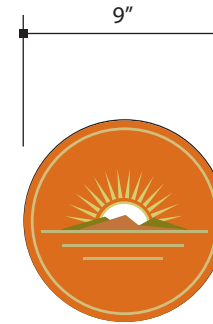
Sign base to be painted dark gray.

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

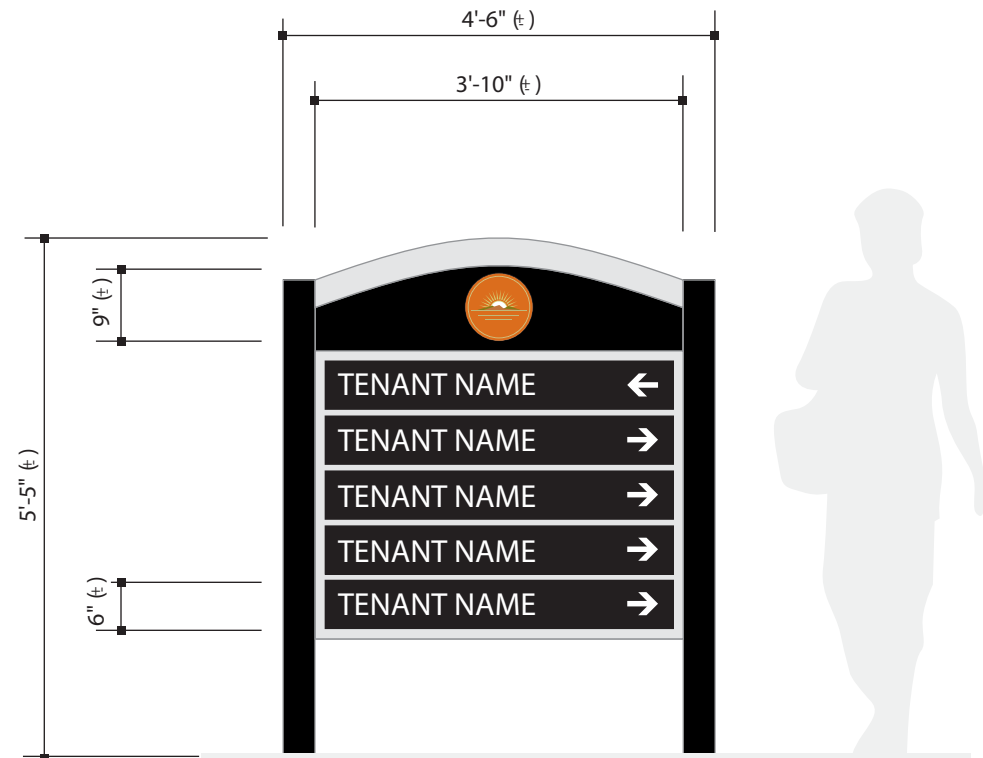
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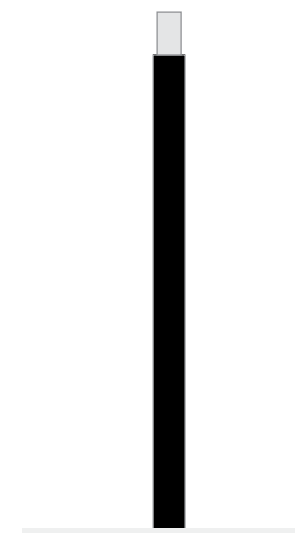
Existing Signage



C Digital Printed Overlay Medallion
Scale: 1 1/2"=1'-0"



A Vehicular Directional Sign Typical Elevation
Scale: 1/2"=1'-0"



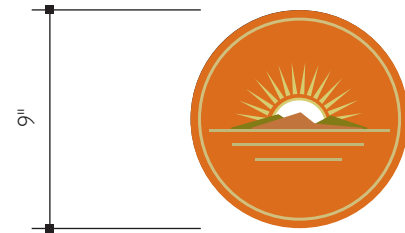
B Vehicular Directional Sign Typical Elevation
Scale: 1/2"=1'-0"

Digital Overlay:
Overlay digitally printed icon medallion over existing Prime logo, typ.

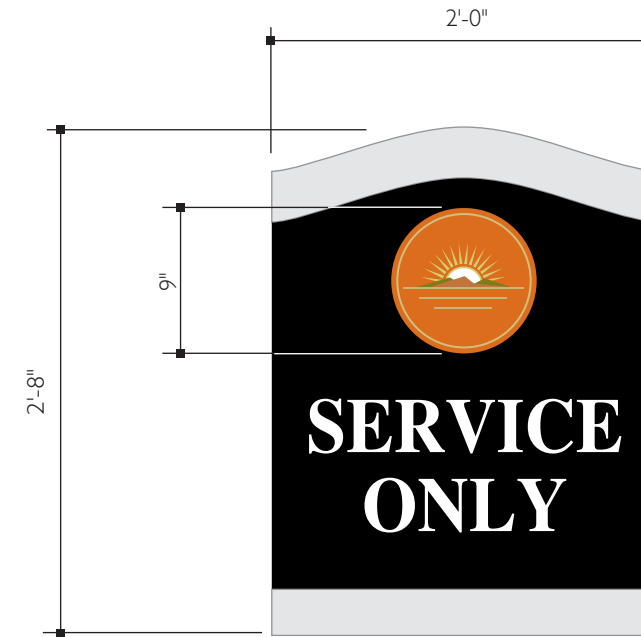
(All dimensions shown are for presentation only and must be field verified by fabricator, prior to shop drawing development and review. Design is for informational purposes only, fabricator to verify all site conditions. Fabricator responsible for engineering and structural integrity of all signs.)



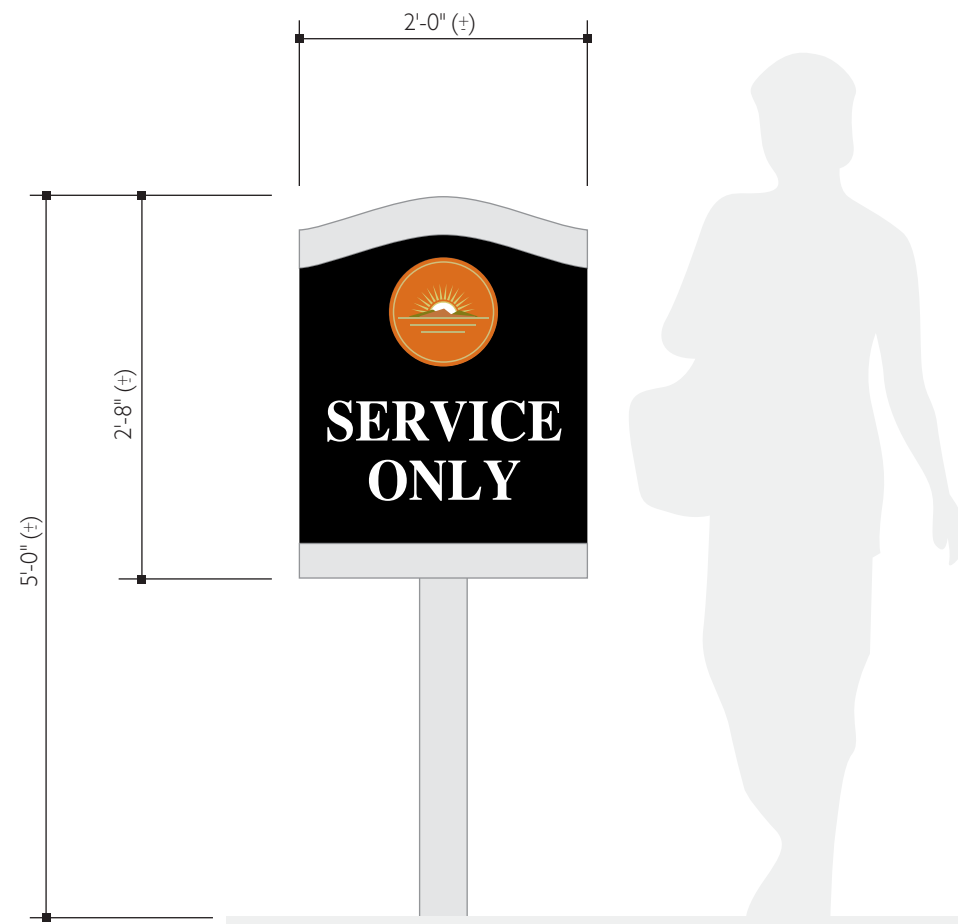
Existing Signage
(Single Faced)



C Digital Printed Overlay Medallion
Scale: 1 1/2 = 1 -0



B Site Directional / Regulatory Sign Panel Elevation
Scale: 1 = 1 -0



A Site Directional / Regulatory Sign Typical Elevation
Scale: 3/4 = 1 -0

Digital Overlay:
Overlay digitally printed icon medallion over existing Prime logo, typ.

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

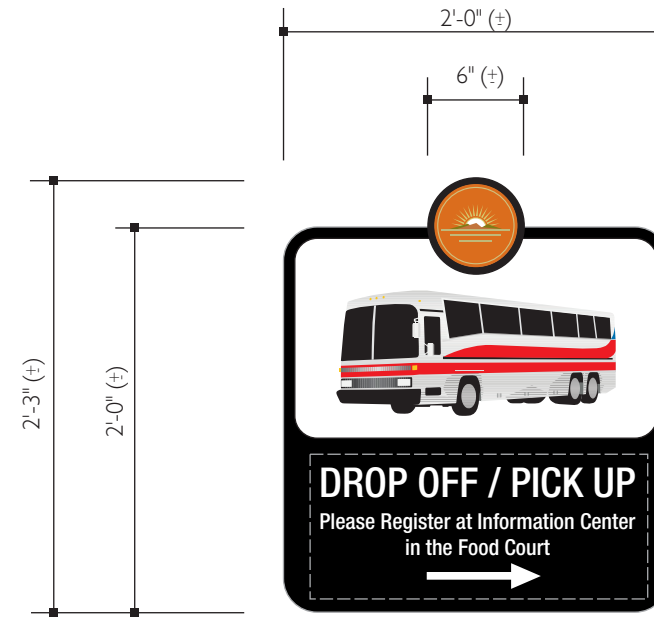
Project:	Drawing:	Scale:	Date:	Revisions:	1	2	3	4
Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Environmental Graphics Overview / Re-branding Scheme	None	08/06/10	11/18/10	08/30/10	09/03/10	11/18/10	
					5	6	7	8



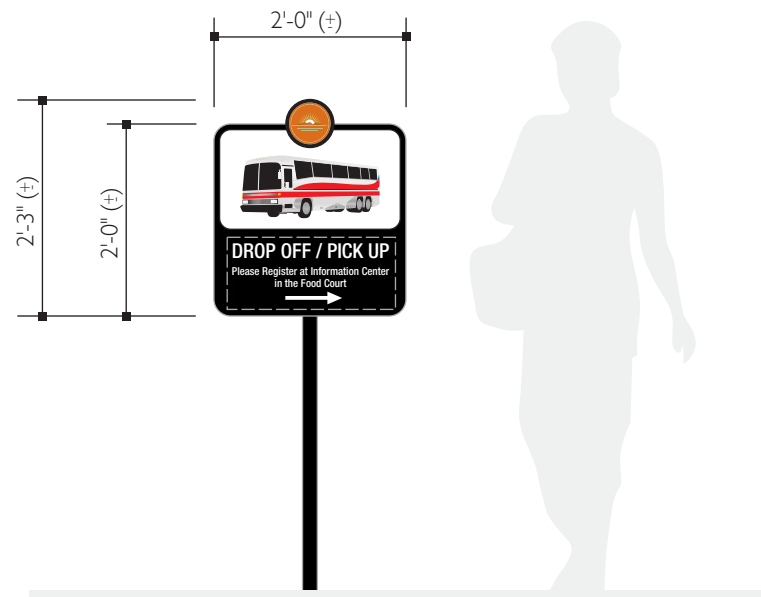
Existing Signage
(Single Faced)



C Digital Printed Overlay Medallion
Scale: 1 1/2 = 1 -0



B Site Directional / Regulatory Sign Panel Layout
Scale: 1 = 1 -0



A Site Directional / Regulatory Sign Typical Elevation
Scale: 1/2 = 1 -0

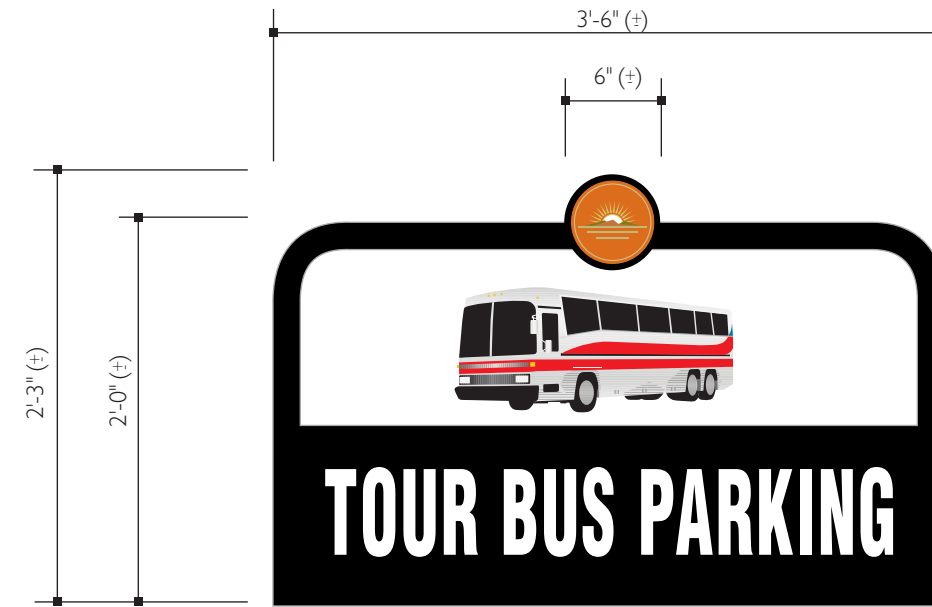
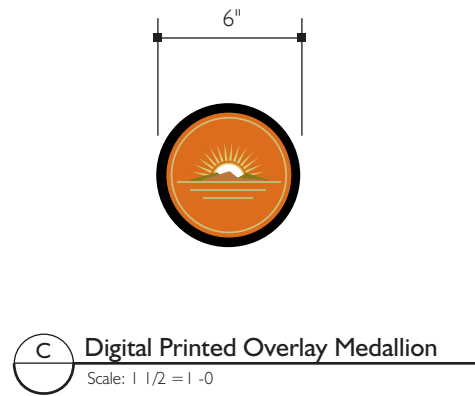
Digital Overlay:
Overlay digitally printed icon medallion over existing Prime logo, typ.

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

Project:	Drawing:	Scale:	Date:	Revisions:	1	2	3	4
Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Environmental Graphics Overview / Re-branding Scheme	None	08/06/10	11/18/10	08/30/10	09/03/10	11/18/10	
					5	6	7	8

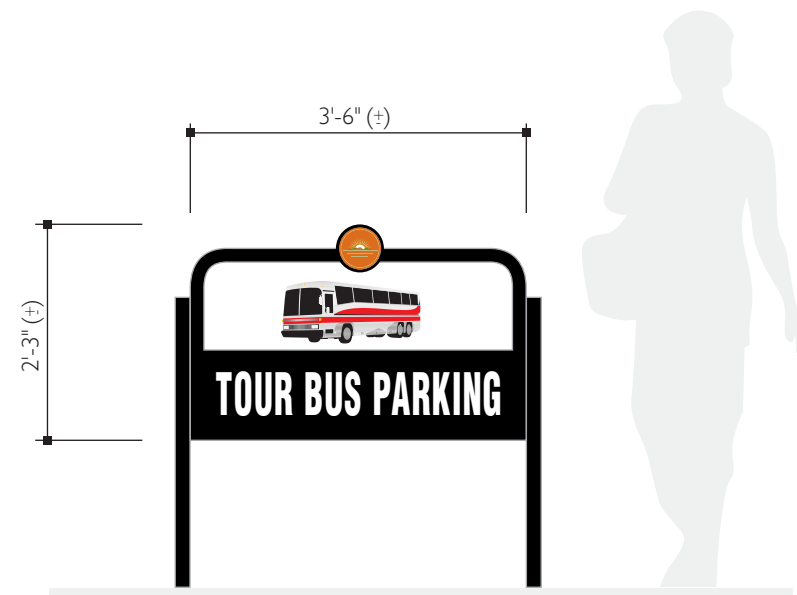


Existing Signage
(Single Faced)



B Site Directional / Regulatory Sign Panel Layout
Scale: 1 = 1 -0

Digital Overlay:
Overlay digitally printed icon medallion over existing Prime logo, typ.

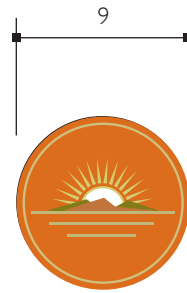


A Site Directional / Regulatory Sign Typical Elevation
Scale: 1/2 = 1 -0

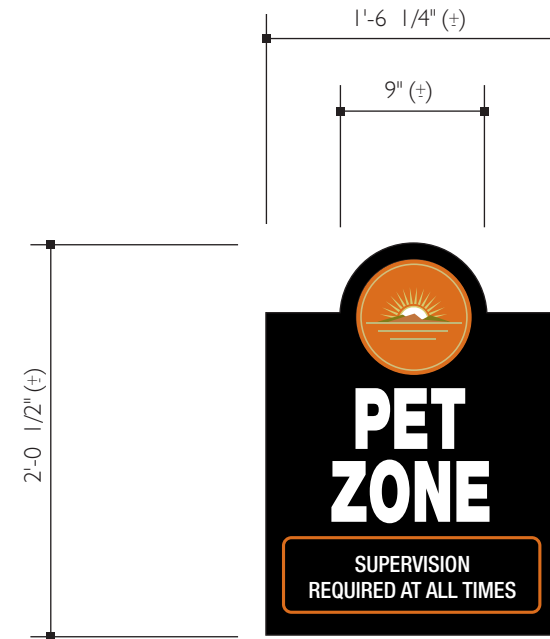
(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)



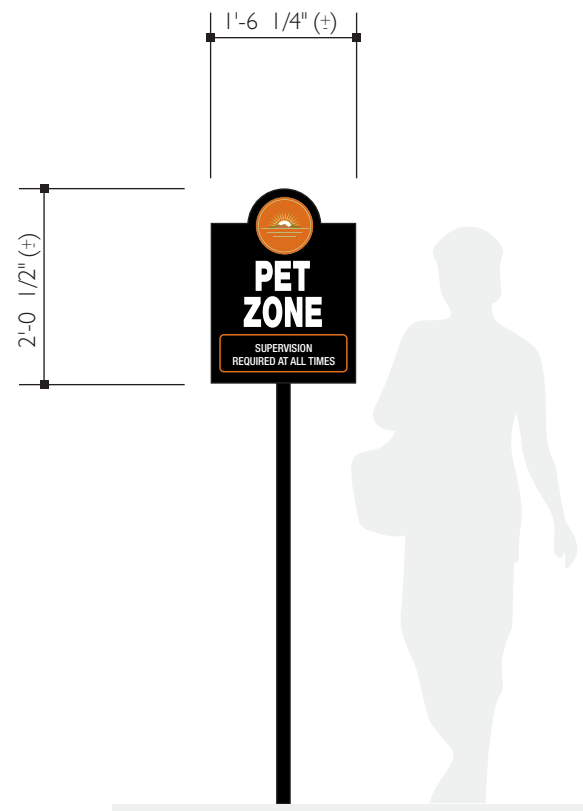
Existing Signage
(Single Faced)



C Digital Printed Overlay Medallion
Scale: 1 1/2 = 1'-0"



B Site Directional / Regulatory Sign Panel Layout
Scale: 1 = 1'-0"



A Site Directional / Regulatory Sign Typical Elevation
Scale: 1/2 = 1'-0"

Digital Overlay:
Overlay digitally printed icon medallion over existing Prime logo, typ.

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

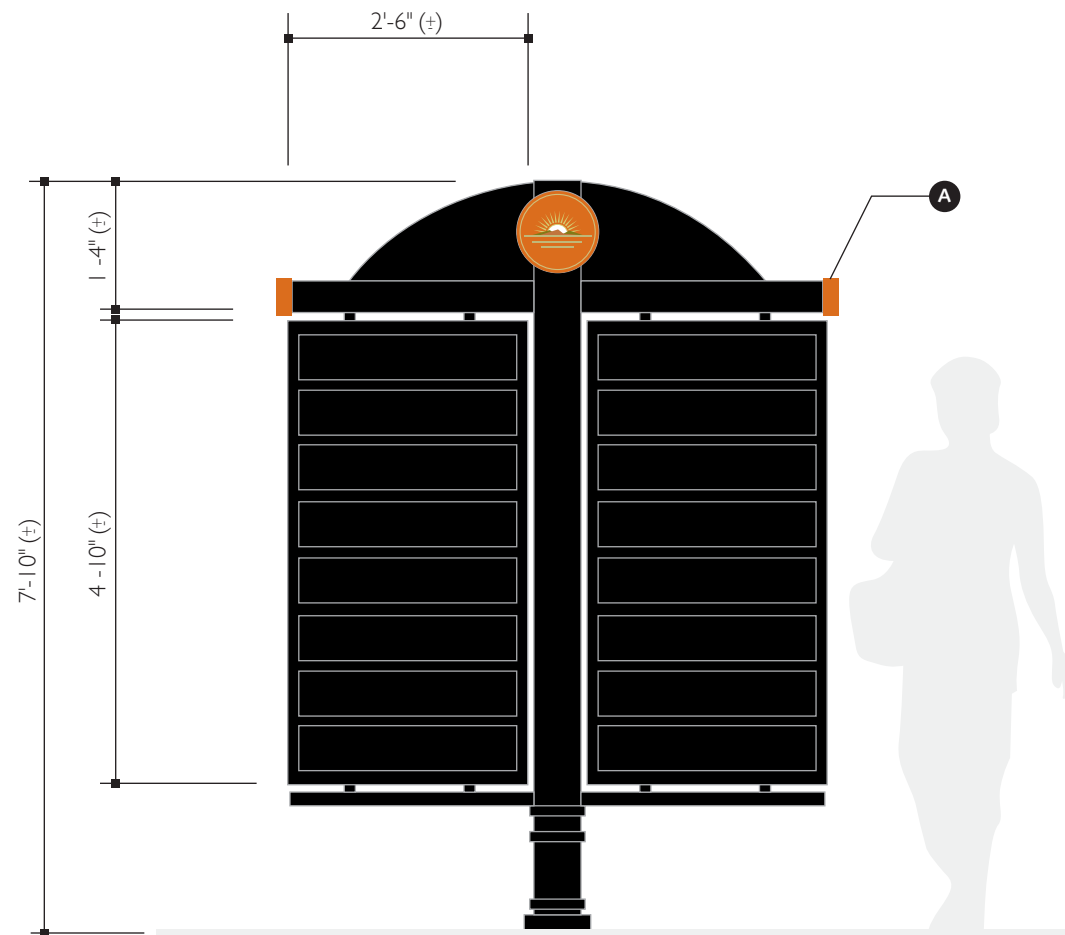
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Existing Signage
(Double Faced)



C Digital Printed Overlay Medallion
Scale: 1 1/2 = 1 -0



A Pathfinder Sign Typical Elevation
Scale: 1/2 = 1 -0

Digital Overlay:
Overlay digitally printed icon medallion over existing Prime logo, typ.

Sign Finials:
Repaint existing red end cap finial to match project (PMS 167C)

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

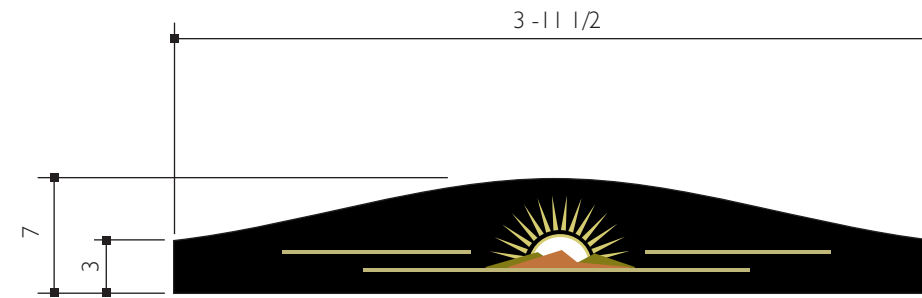
Project:	Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Drawing:	Environmental Graphics Overview / Re-branding Scheme	Scale:	None	Date:	08/06/10	Revisions:	1 08/30/10 5 11/18/10	2 09/03/10 6	3 11/18/10 7	4 8
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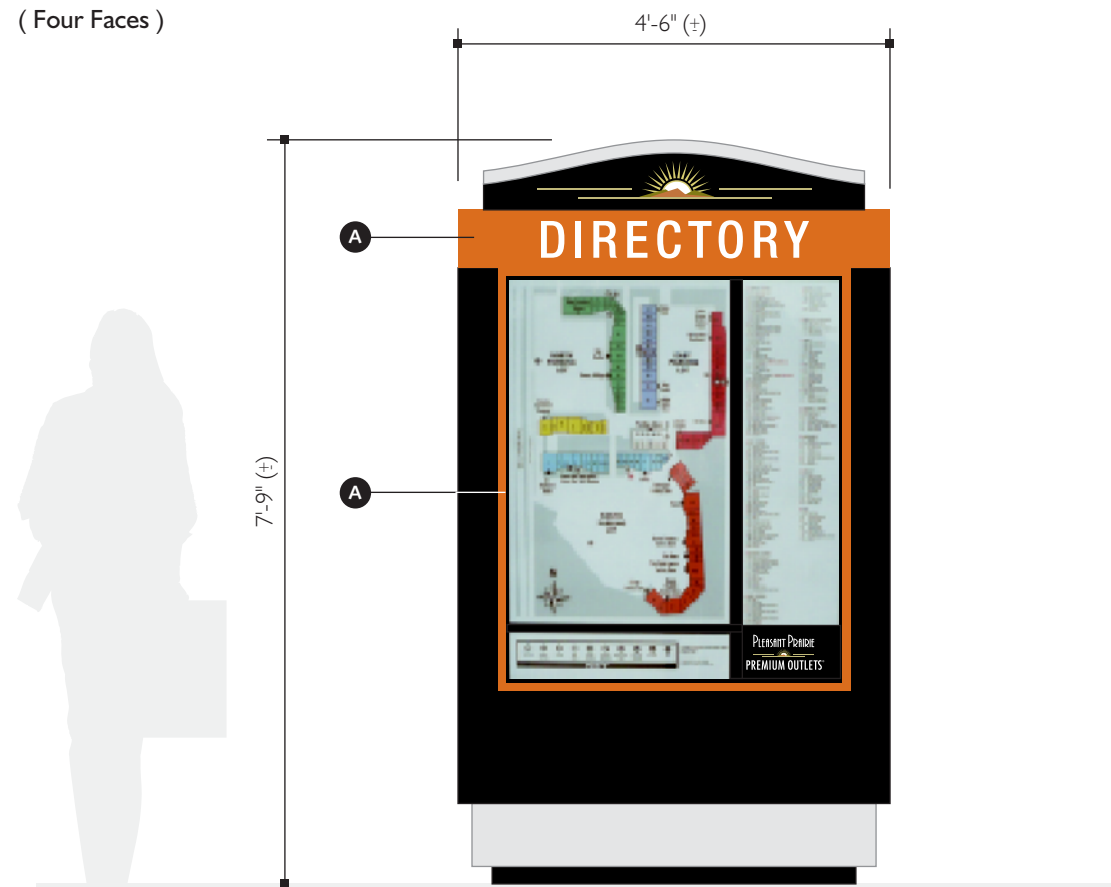
Existing Signage
(Four Faces)

Digital Overlay:
Overlay digitally printed icon graphic over existing Prime logo all 3 sides, typ.

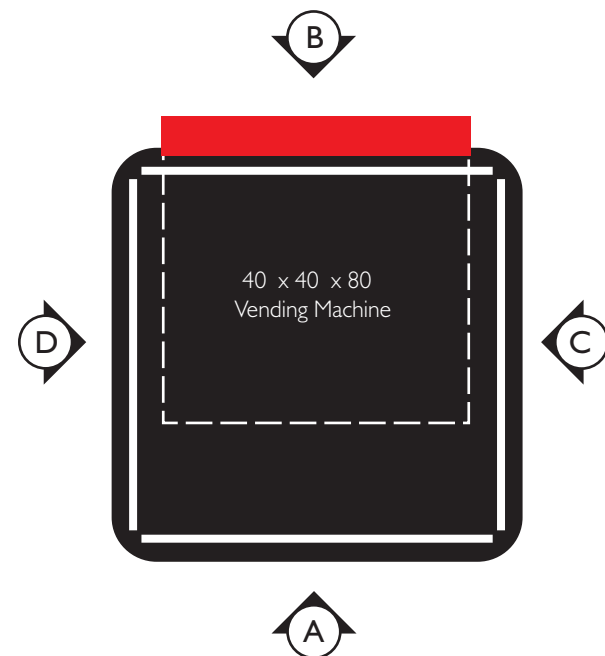
Cabinet Trim:
Repaint existing red header and directory retainer to match project color (PMS 167C), typ.



D Digital Overlay Graphic Elevation
Scale: 1 = 1 -0



A Directory Sign w/ Vending (A, C & D) Elevations
Scale: 1/2 = 1 -0



C Directory Sign w/ Vending Plan View
Scale: 1/2 = 1 -0



B Directory Sign w/ Vending (B) Elevation
Scale: 1/2 = 1 -0

(Design concepts as illustrated herein are not for construction. Exterior finishes, colors and design details may vary.)

Project:	Drawing:	Scale:	Date:	Revisions:	1	2	3	4
Pleasant Prairie Premium Outlets - Premium Outlets / Simon	Environmental Graphics Overview / Re-branding Scheme	None	08/06/10	11/18/10	08/30/10	09/03/10	11/18/10	
					5	6	7	8

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CHANNEL LETTERS: **INTERNAL ILLUMINATED**
Not to Scale



WITH NON-ILLUMINATED TAG LINE



WITH BACK PANEL

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY

SP1-4	<input type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input type="checkbox"/>
SPA	<input type="checkbox"/>



FIXED WALL LETTERS: **EXTERNAL ILLUMINATED**
Not to Scale



WITH TAG LINE



WITH BACK PANEL



FIXED WALL LETTERS: **HALO ILLUMINATION**
Not to Scale



WITH NON-ILLUMINATED TAG LINE



WITH BACK PANEL

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Tenant Wall Signs: Letters: Typical

PARTNERS IN DESIGN
ARCHITECTS
partners.com

600 52nd Street
Suite 200
Kenosha, WI 53140
Phone: 815
262.652.2800/2412

246.06.019

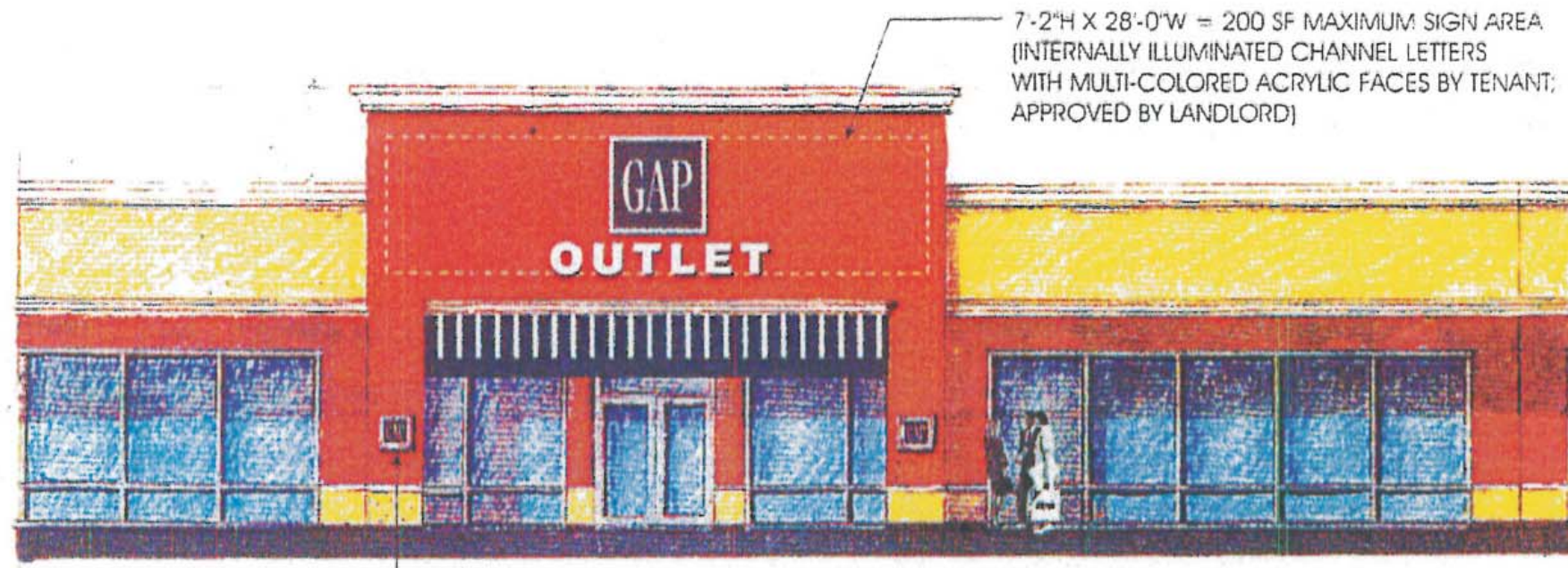
AJD MAM

07.20.06

SP-10

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

NOTE: EXTERIOR FINISH, AWNINGS, COLOR AND DETAILS VARY FROM ANCHOR TO ANCHOR. REFER TO ARCHITECTURAL DRAWINGS FOR SPECIFIC EXTERIOR FINISHES AND CORRESPONDING LOCATIONS.



7'-2"H X 28'-0"W = 200 SF MAXIMUM SIGN AREA (INTERNALLY ILLUMINATED CHANNEL LETTERS WITH MULTI-COLORED ACRYLIC FACES BY TENANT; APPROVED BY LANDLORD)

SIGN TYPE C-5: (2) 2' X 2' SANDBLASTED SIGN FOAM SIGN PLAQUES BY TENANT AT TENANT'S OPTION AS APPROVED BY LANDLORD (4 SF SIGN AREA PER PLAQUE)

*NOTE: MAXIMUM ALLOWABLE SIGN AREA SHALL NOT EXCEED 200 S.F. PER TENANT

SMALL PORTAL: TYPE 'A-1'
Not to Scale

ASSIGNMENT KEY	
SP1-4	<input checked="" type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input type="checkbox"/>
SPA	<input type="checkbox"/>

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Small Portal: Type 'A-1'

PARTNERS IN DESIGN
ARCHITECTS
P: p.darch.com

603 S 2nd Street
Suite 220
Kenosha, WI 53140
(815) 399-2222
262.637.2835/2912

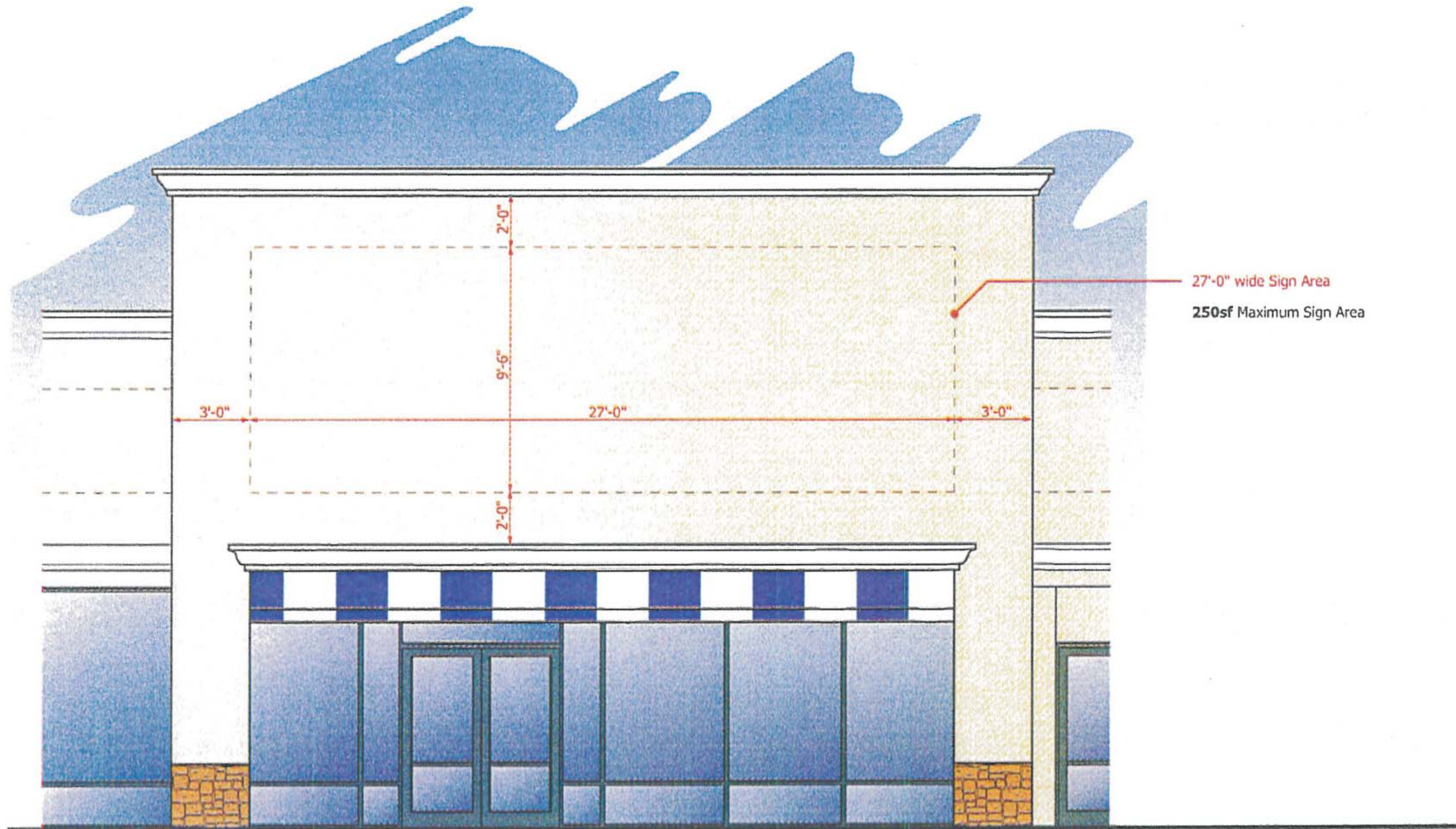
246.06.019

AJD MAM

07.20.06

SP-11

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.



ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
 Small Portal: Type 'A-2'

PARTNERS IN DESIGN
 ARCHITECTS
 p.d.a.r.c.h.com

605 52nd Street
 Suite 220
 Kenosha, WI 53140
 (262) 392-2812

246.06.019

AJD MAM

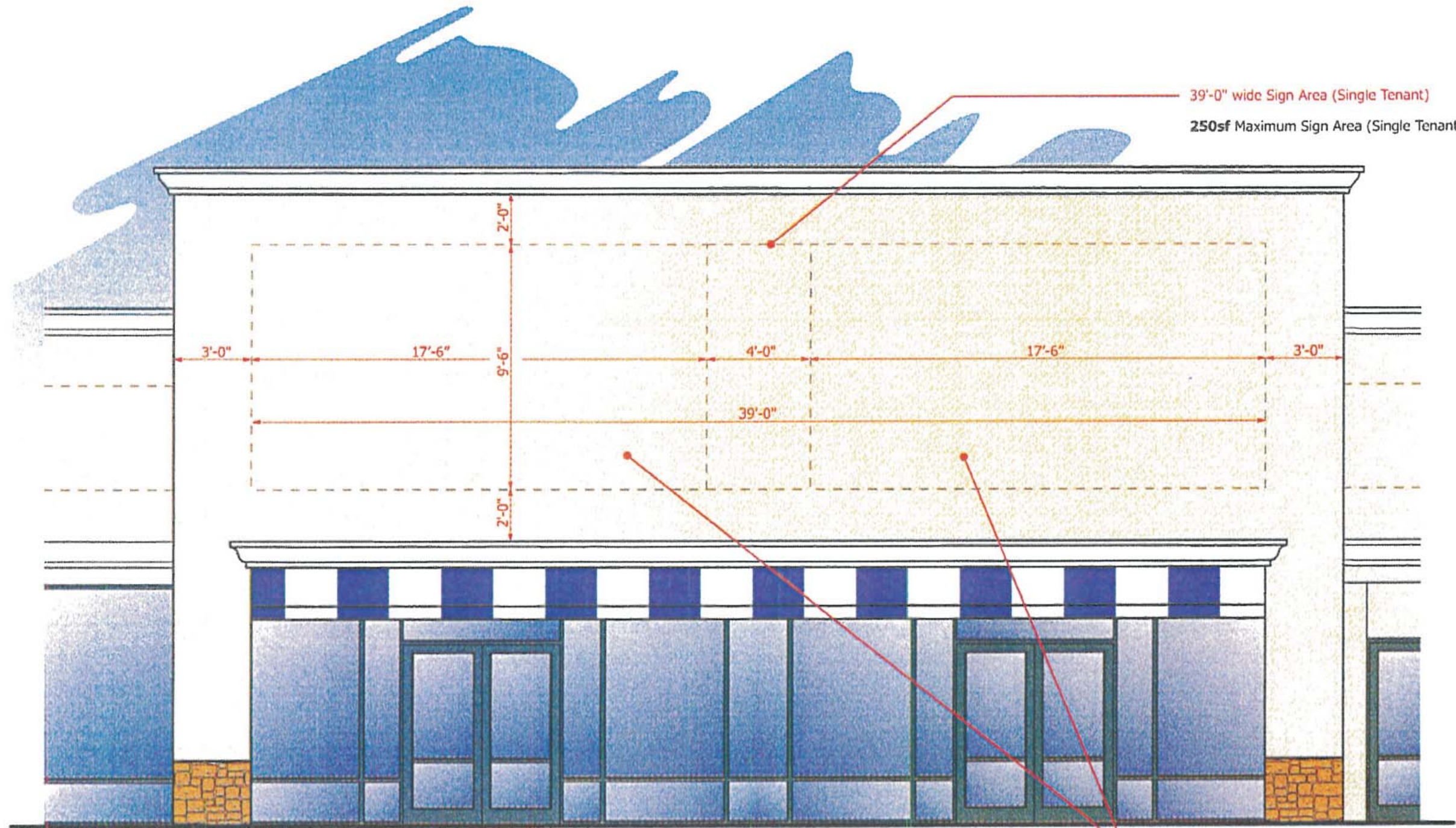
07.20.06

SP-12

SMALL PORTAL: TYPE 'A-2'
 Scale: 1/8" = 1'-0"

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	



LARGE PORTAL: TYPE 'A-3'
Scale: 1/8" = 1'-0"

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Large Portal: Type 'A-3'

PARTNERS IN DESIGN
ARCHITECTS
p.i.d.arch.com

401 52nd Street
Suite 200
Waukegan, WI 53190
John M. Egan
262.612.2600/2912

246.06.019

AJD MAM

07.20.06

SP-13

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

NOTE: EXTERIOR FINISH, AWNINGS, COLOR AND DETAILS VARY FROM ANCHOR TO ANCHOR. REFER TO ARCHITECTURAL DRAWINGS FOR SPECIFIC EXTERIOR FINISHES AND CORRESPONDING LOCATIONS.

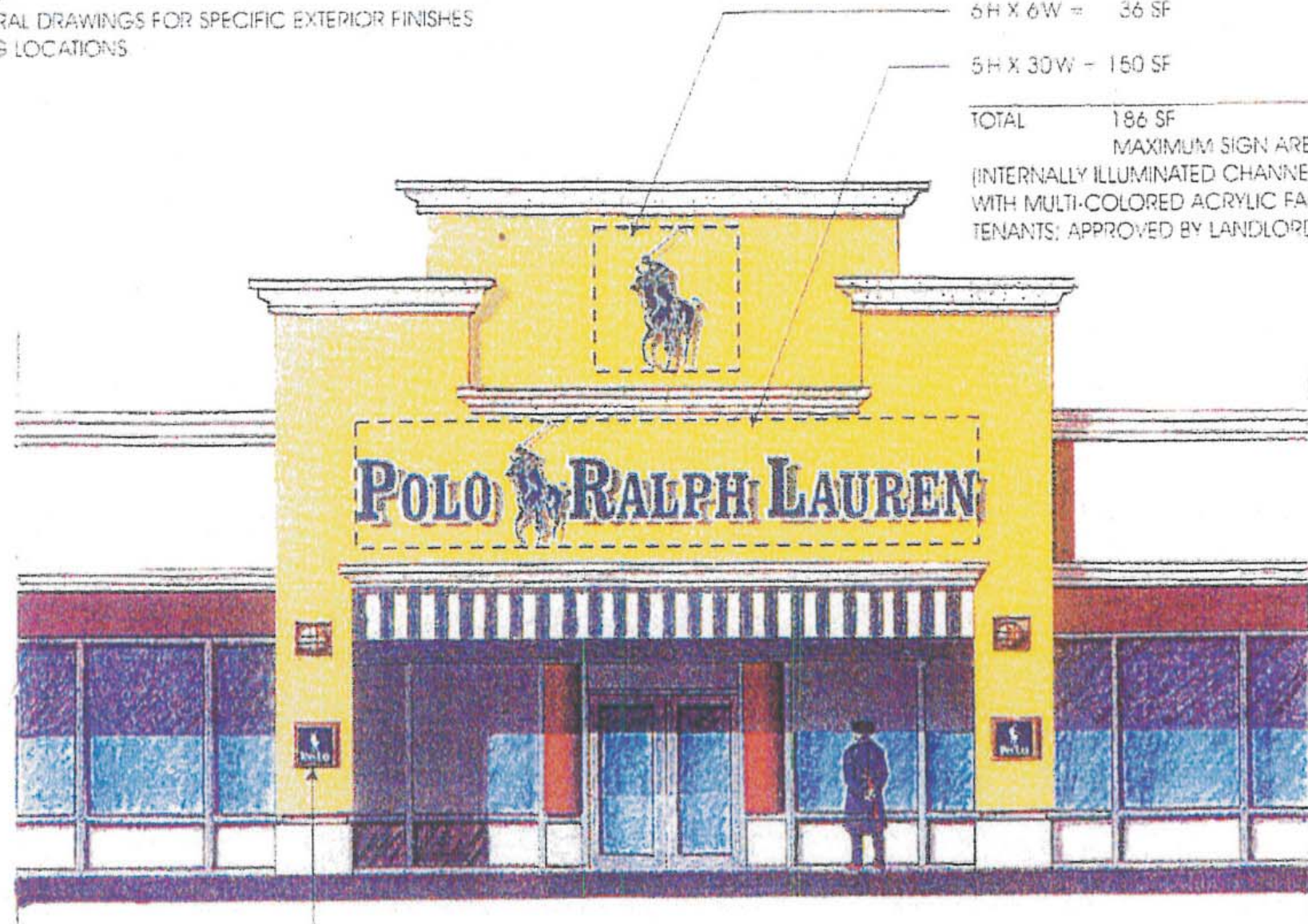
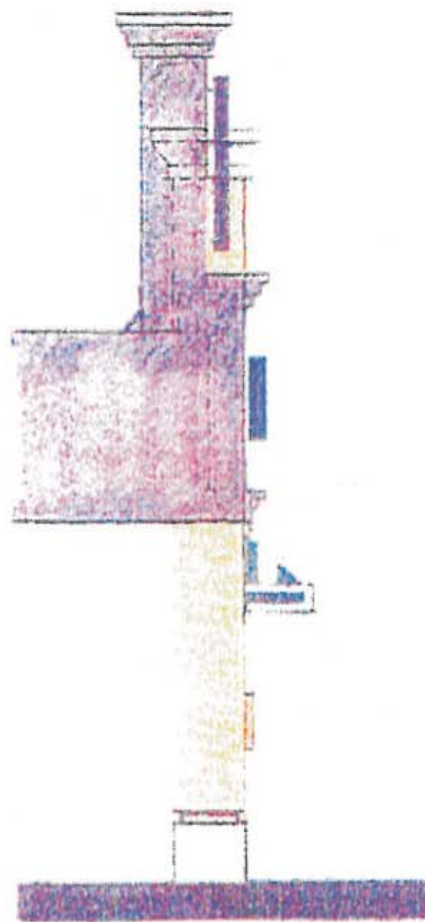
SIGN AREA EXAMPLE:

5 H X 6 W = 36 SF

5 H X 30 W = 150 SF

TOTAL 186 SF

MAXIMUM SIGN AREA
(INTERNALLY ILLUMINATED CHANNEL LETTERS WITH MULTI-COLORED ACRYLIC FACES BY TENANTS; APPROVED BY LANDLORD)



SIGN TYPE C-5: (2) 2' X 2' SANDBLASTED SIGN FOAM SIGN PLAQUES BY TENANT AT TENANTS OPTION AS APPROVED BY LANDLORD (4 SF SIGN AREA PER PLAQUE)

*NOTE: MAXIMUM ALLOWABLE SIGN AREA SHALL NOT EXCEED 200 S.F. PER TENANT

PORTAL: TYPE 'B-1'
Not to Scale

ASSIGNMENT	REV
SP1-4	<input checked="" type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input type="checkbox"/>
SPA	<input type="checkbox"/>

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Portal: Type 'B-1'

PARTNERS IN DESIGN
ARCHITECTS
p.i.d.arch.com

200 32nd Street
Suite 230
Kenosha, WI 53140
Phone: 414-393-2800
Fax: 414-393-2812

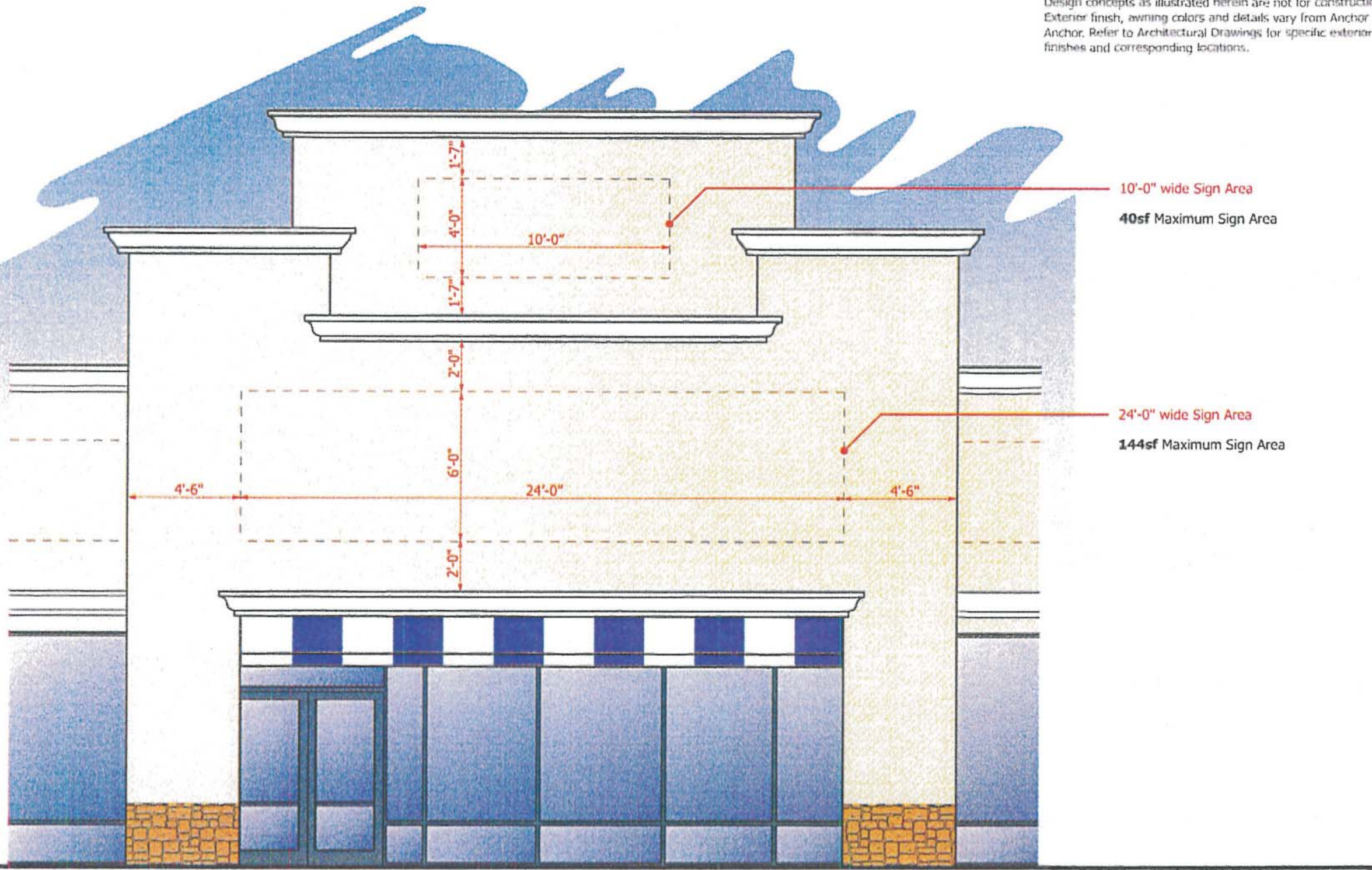
246.06.019

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07.20.06

SP-14

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.



ASSIGNMENT KEY

SP1-4	<input type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input type="checkbox"/>
SPA	<input type="checkbox"/>

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Portal: Type 'B-2'

PARTNERS IN DESIGN
ARCHITECTS
#inspired.com

605 5th Street
Suite 220
Menasha, WI 53181
ph: 920.741.1234
fax: 920.741.2800

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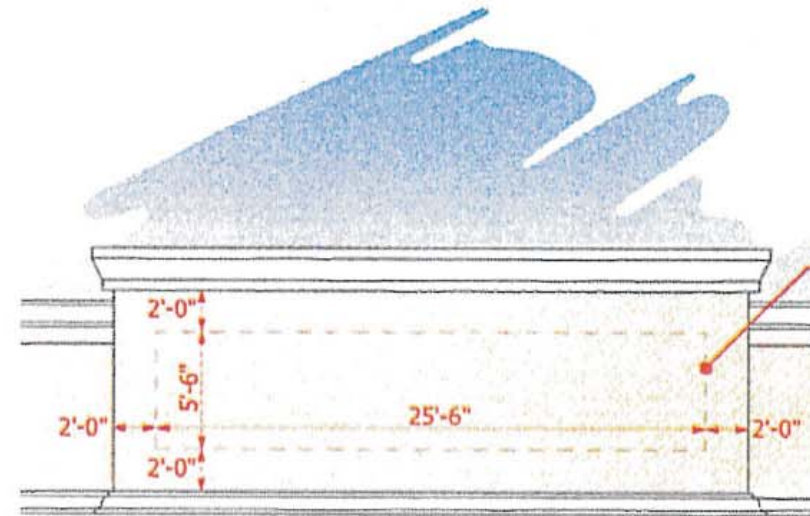
07.20.06

SP-15

PORTAL: TYPE 'B-2'
Scale: 1/8" = 1'-0"

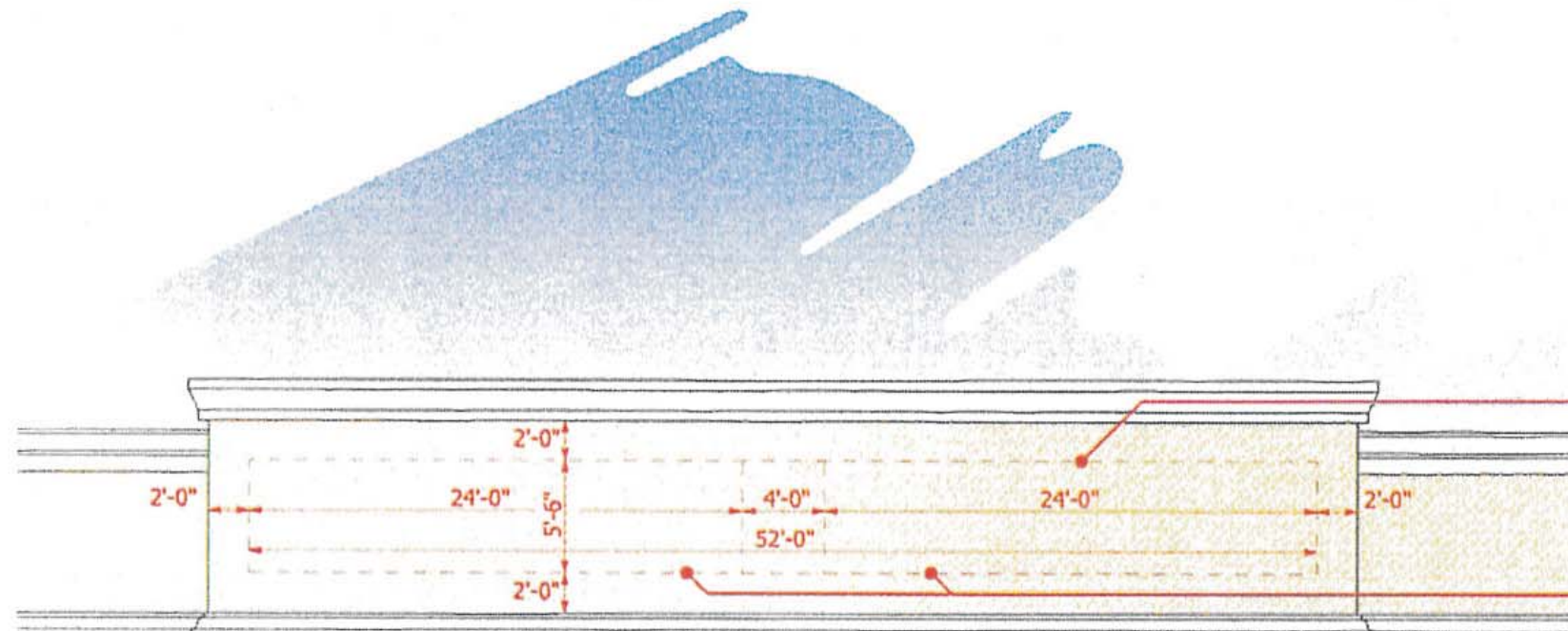
Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	



25'-6" wide Sign Area
140sf Maximum Sign Area

RAISED CANOPY: OPTION '1'
Scale: 1/8" = 1'-0"



52'-0" wide Sign Area (Single Tenant)
250sf Maximum Sign Area (Single Tenant)

(2) 24'-0" wide Sign Area (Two Tenant)
132sf Maximum Sign Area Per Tenant (Two Tenant)

RAISED CANOPY: OPTION '2'
Scale: 1/8" = 1'-0"

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Raised Canopy: Options 1-2

PARTNERS IN DESIGN
ARCHITECTS
piderch.com

600 52nd Street
Suite 200
Kenosha, WI 53111 US
Phone/Fax:
902 612 7000/7917

246.06.019

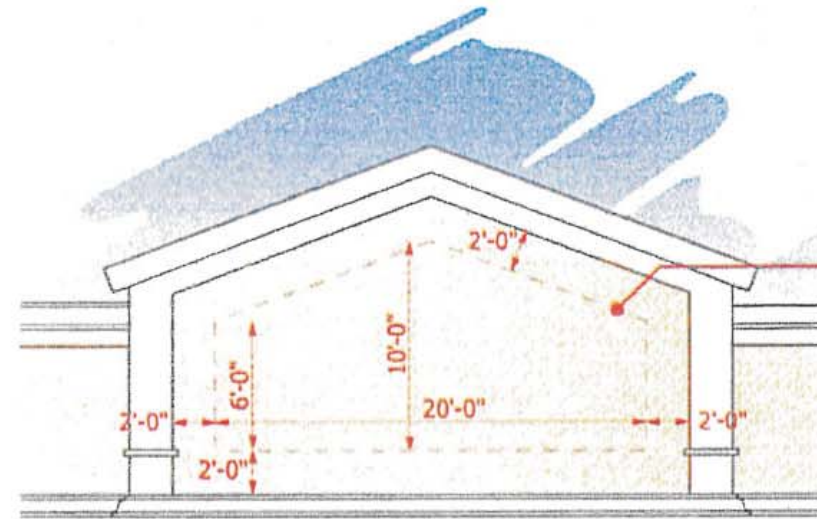
AJD MAM

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SP-16

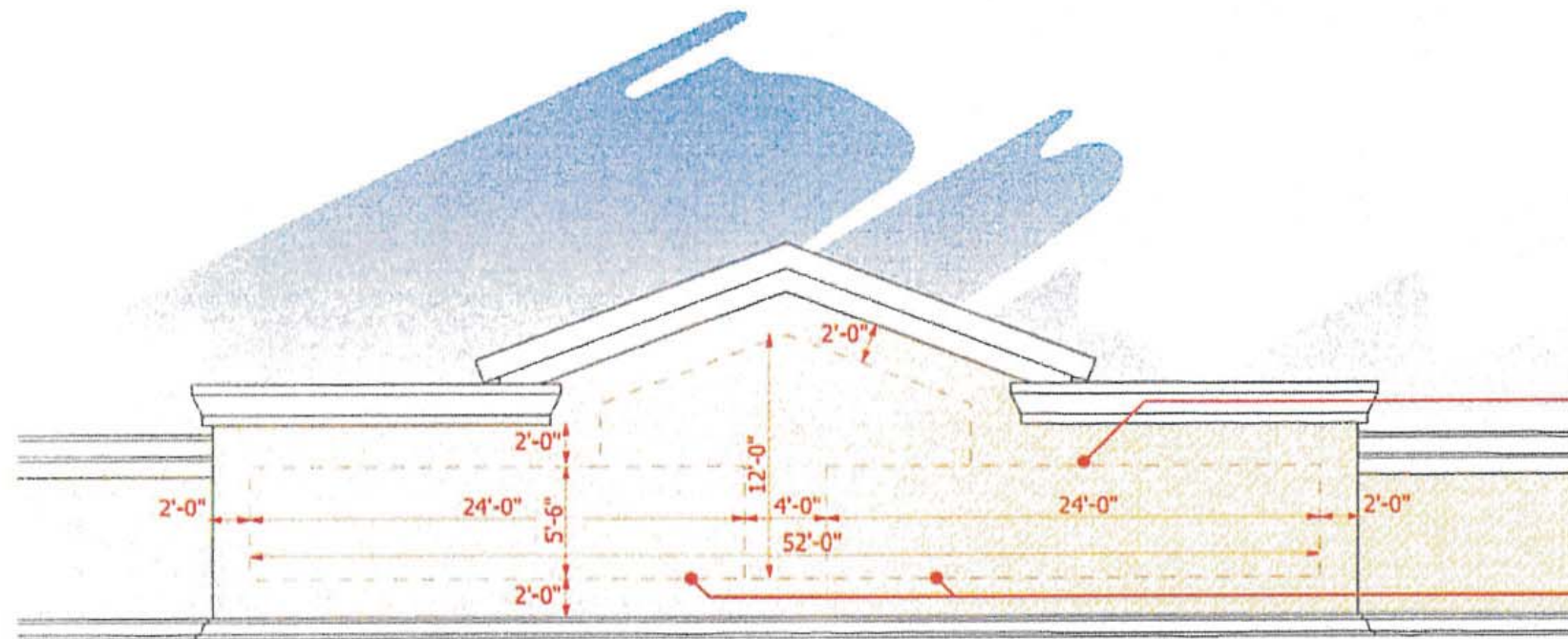
Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	



RAISED CANOPY: OPTION '3'
Scale: 1/8" = 1'-0"

20'-0" wide Sign Area
160sf Maximum Sign Area



RAISED CANOPY: OPTION '4'
Scale: 1/8" = 1'-0"

52'-0" wide Sign Area (Single Tenant)
250sf Maximum Sign Area (Single Tenant)

(2) 24'-0" wide Sign Area (Two Tenant)
132sf Maximum Sign Area Per Tenant (Two Tenant)

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Raised Canopy: Options 3-4

PARTNERS IN DESIGN
ARCHITECTS
pidarch.com

605 52nd Street
Suite 210
Pleasant Prairie, WI 53148
phone: 763.632.2800 / 763.632.2801

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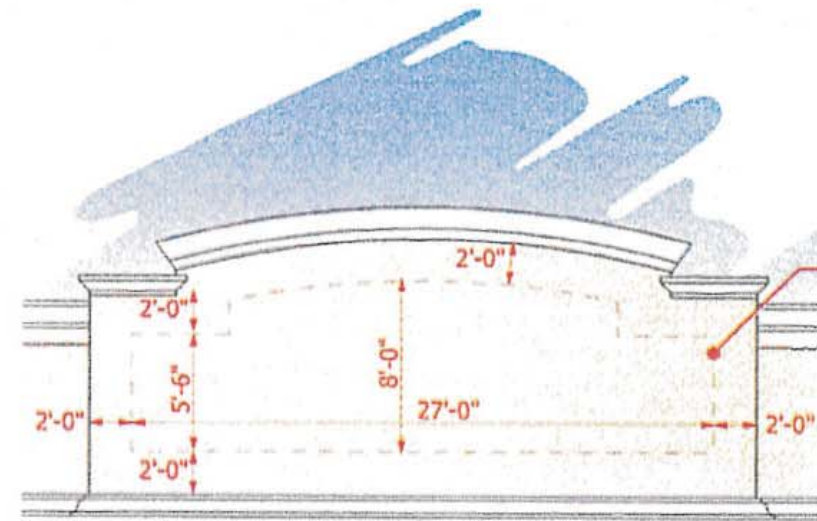
AJD MAM

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SP-17

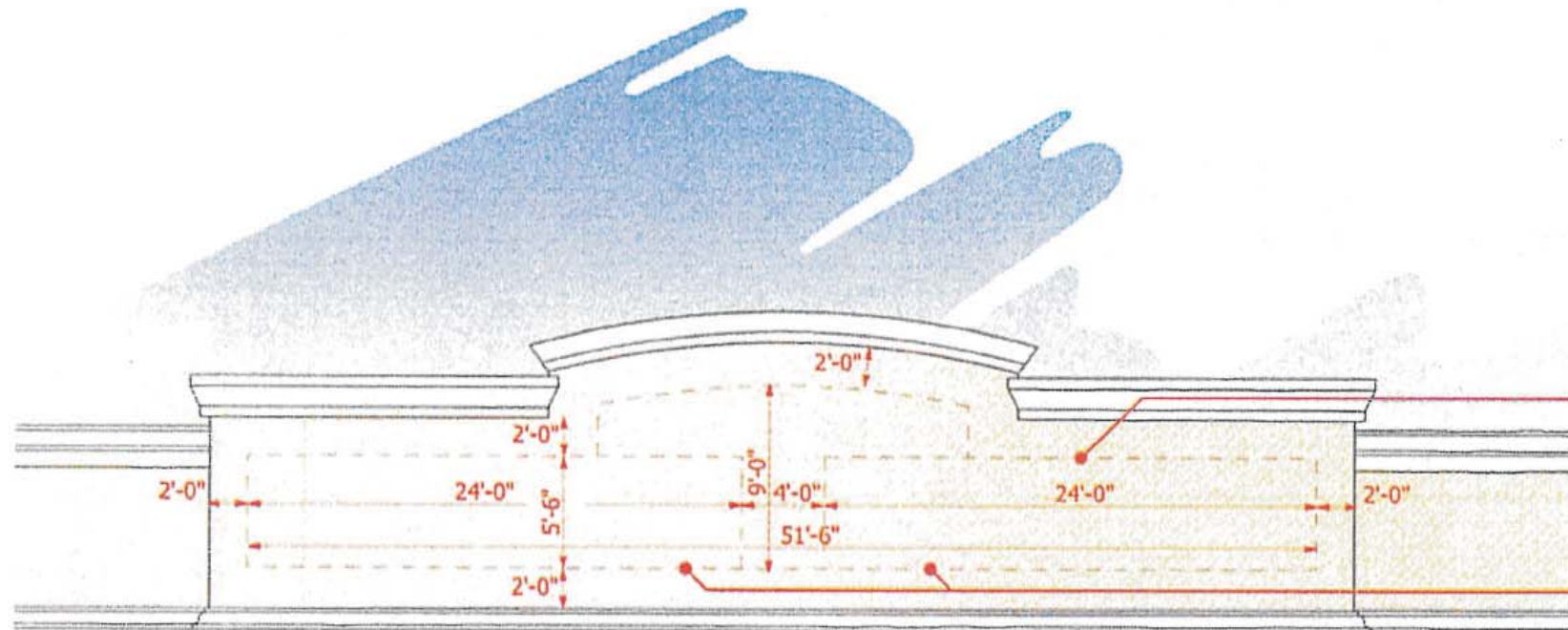
Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	



RAISED CANOPY: OPTION '5'
Scale: 1/8" = 1'-0"

27'-0" wide Sign Area
190sf Maximum Sign Area



RAISED CANOPY: OPTION '6'
Scale: 1/8" = 1'-0"

51'-6" wide Sign Area (Single Tenant)
250sf Maximum Sign Area (Single Tenant)

(2) 24'-0" wide Sign Area (Two Tenant)
132sf Maximum Sign Area Per Tenant (Two Tenant)

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Raised Canopy: Options 5-6

PARTNERS IN DESIGN
ARCHITECTS
p-i-d.arch.com

600 52nd Street
Suite 200
Kenosha, WI 53140
Phone/Fax
262-452-2800/2812

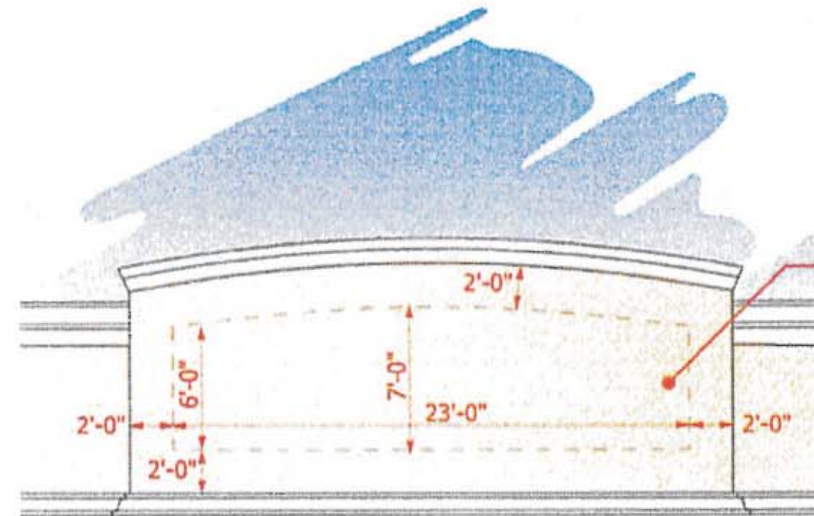
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AJD MAM

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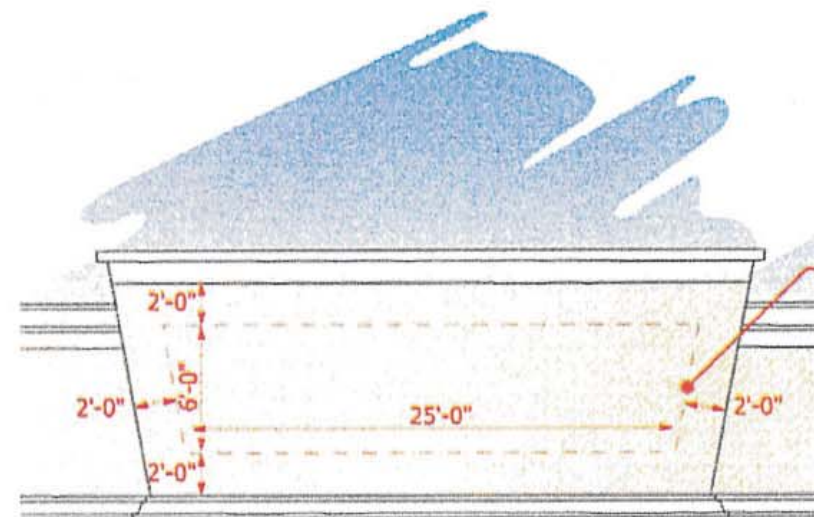
SP-18

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.



RAISED CANOPY: OPTION '7'
Scale: 1/8" = 1'-0"

23'-0" wide Sign Area
150sf Maximum Sign Area



RAISED CANOPY: OPTION '8'
Scale: 1/8" = 1'-0"

25'-0" wide Sign Area
145sf Maximum Sign Area

ASSIGNMENT KEY

SP1-4	<input checked="" type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input type="checkbox"/>
SPA	<input type="checkbox"/>

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Raised Canopy: Options 7-8

PARTNERS IN DESIGN
ARCHITECTS
piddrth.com

605 12nd Street
Suite 201
Menasha, WI 53149
Tel: 920.735.2800
Fax: 920.735.2801

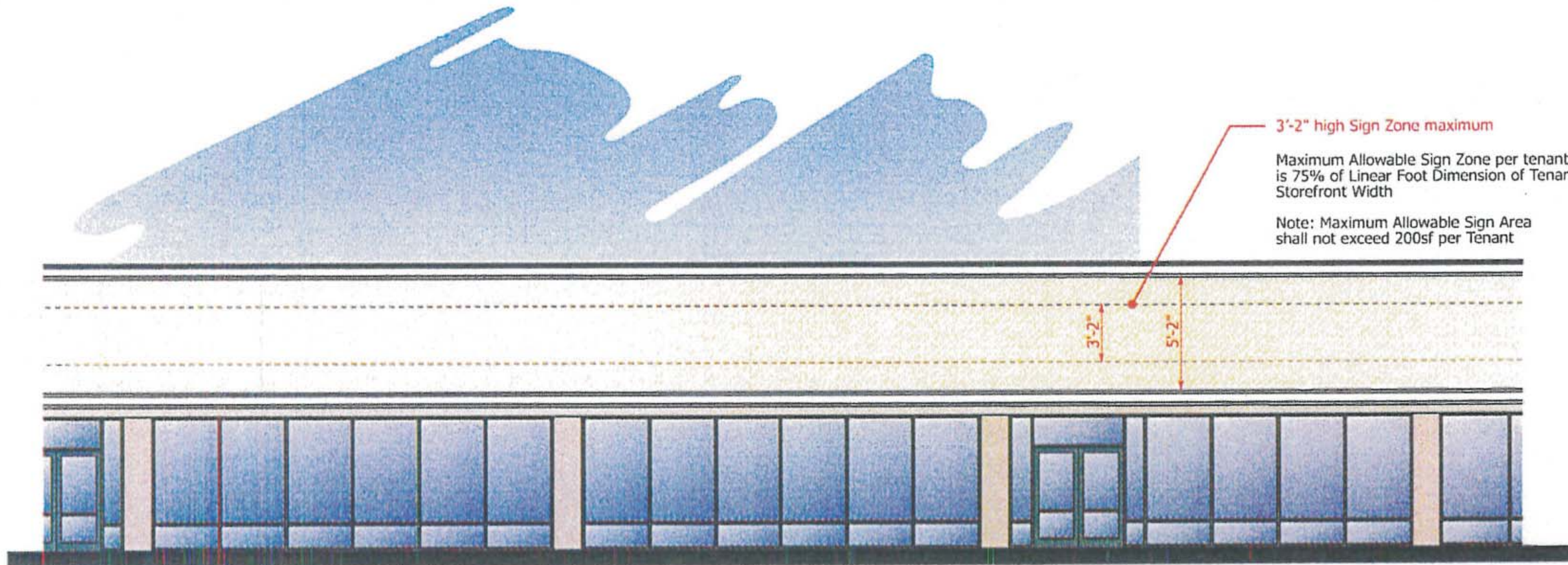
PROJECT #
246.06.019

DESIGNER
AJD

DATE
07.20.06

PROJECT #
SP-19

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.



INLINE STORES: PHASE 1-4
Not to Scale

- ASSIGNMENT KEY:
- SP1-4
 - SP5-6
 - SPC
 - SPA

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Inline Stores: Phase 1-4

PARTNERS IN DESIGN
ARCHITECTS
p.in.d.com

601 12th Street
Suite 210
Menasha, WI 53140
phone/fax
920.653.2835/812

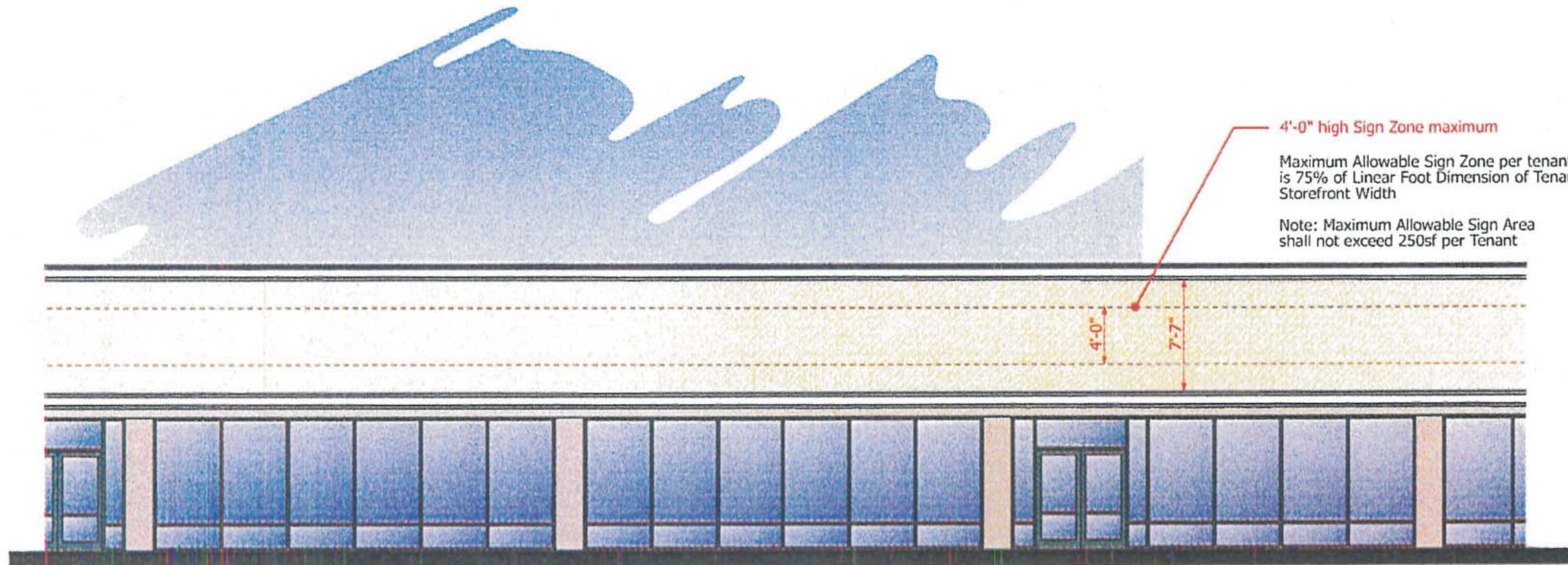
246.06.019

AJD MAM

07.20.06

SP-20

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.



INLINE STORES: PHASE 5-6
Not to Scale

ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Inline Stores: Phase 5-6

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ARCHITECTS
p.d.arch.com

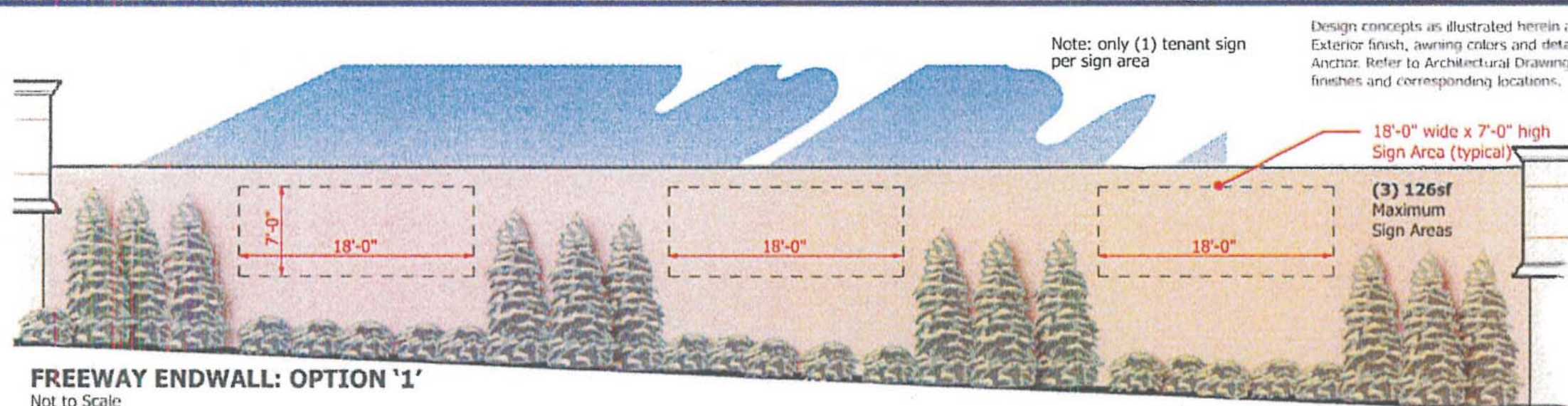
605 5th Street
Suite 220
Kenosha, WI 53140
Phone/Fax
262.651.3800/2912

246.06.019

AJD MAM

07.20.06

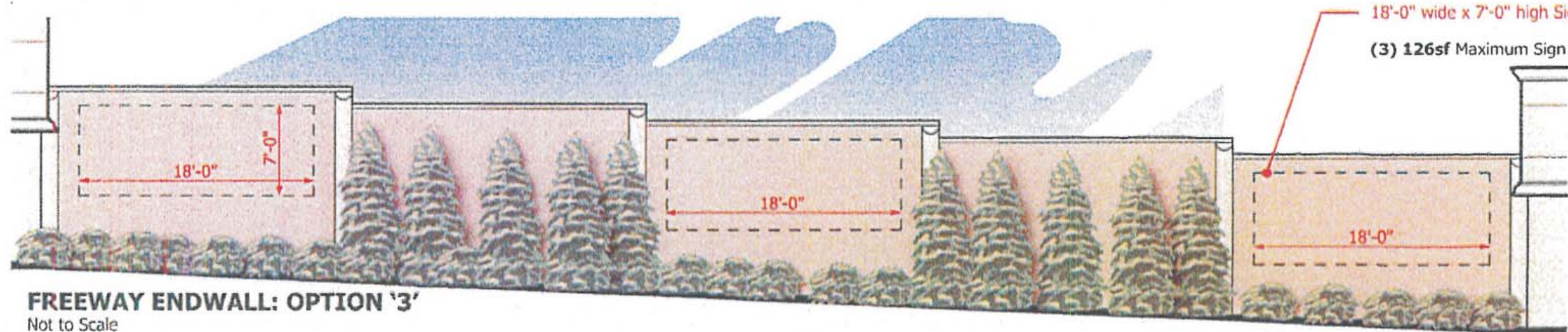
SP-21



FREEWAY ENDWALL: OPTION '1'
Not to Scale



FREEWAY ENDWALL: OPTION '2'
Not to Scale



FREEWAY ENDWALL: OPTION '3'
Not to Scale

Note: only (1) tenant sign per sign area

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

18'-0" wide x 7'-0" high Sign Area (typical)

(3) 126sf Maximum Sign Areas

30'-0" wide x 7'-0" high Sign Area (typical)

(2) 210sf Maximum Sign Areas

18'-0" wide x 7'-0" high Sign Area (typical)

(3) 126sf Maximum Sign Areas

ASSIGNMENT KEY	
SP1-4	■
SP5-6	□
SPC	□
SPA	□

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Freeway Endwall: Options 1-3

PARTNERS IN DESIGN
ARCHITECTS
piderch.com

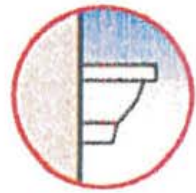
805 52nd Street
Suite 220
Kenosha, WI 53140
(262) 652-2805/2812

246.06.019

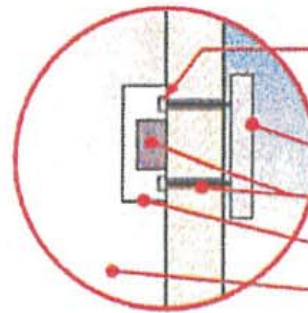
AJD MAM

07.20.06

SP-22



Letter/Sign Raceway
Used when installed over split-faced block



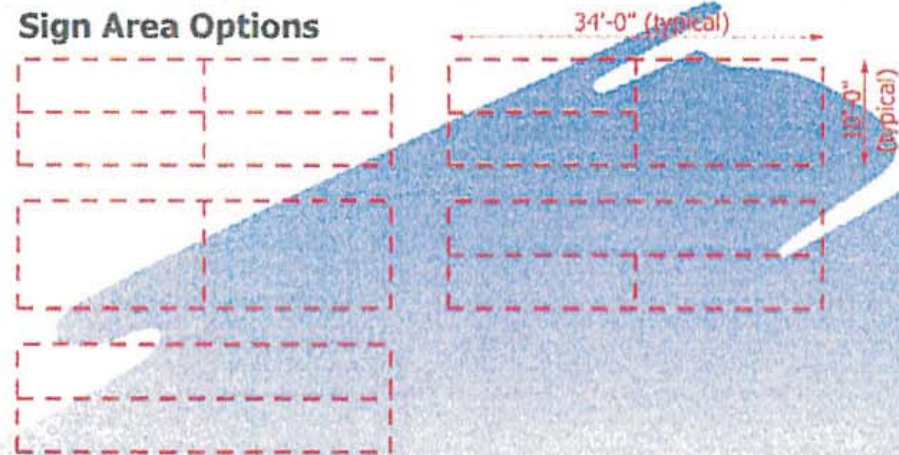
Wiring Raceway
All exposed wiring inside of Tower to be enclosed in raceways and painted to match Tower interior wall color

- Exterior Channel Letter
- Channel Letter wiring & transformer
- Metal raceway to enclose all wiring & related
- Tower interior

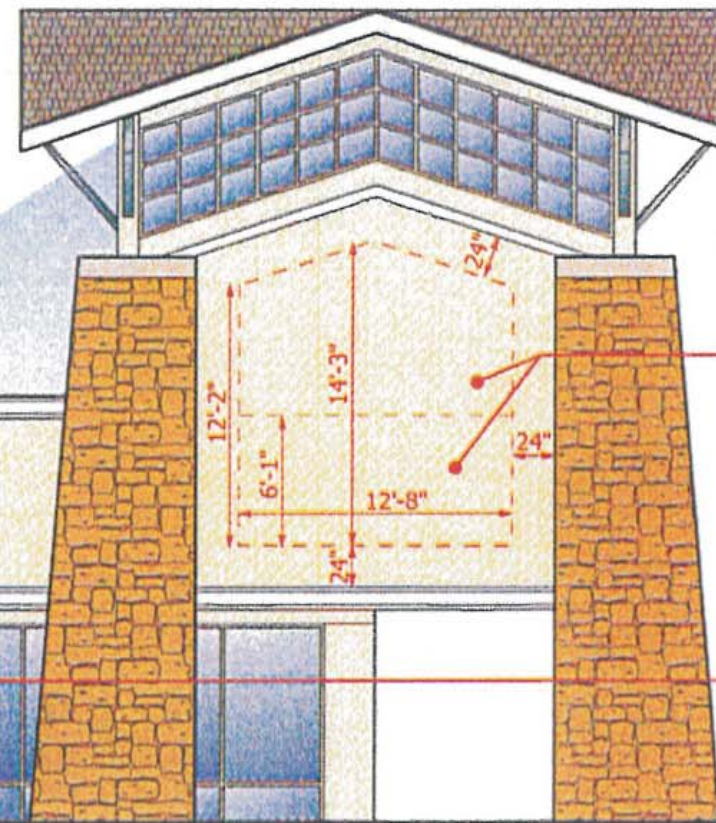
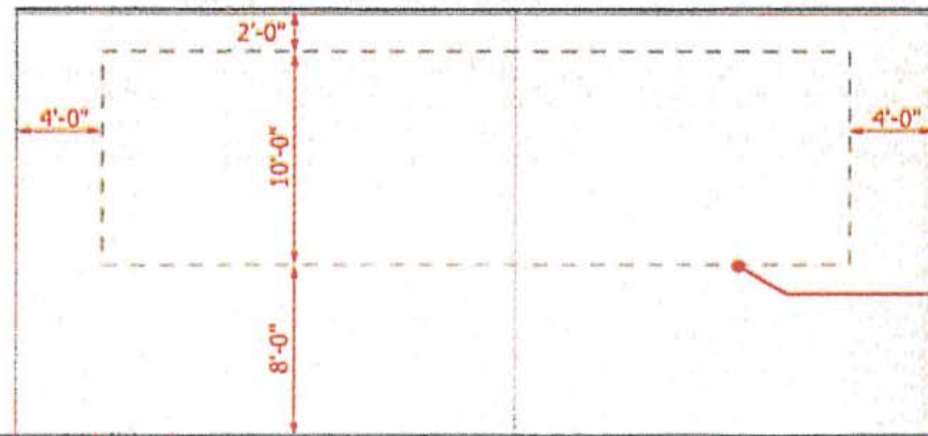
Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	□
SP5-6	□
SPC	□
SPA	■

Sign Area Options



Endwall signage opportunity zone options.



- 14'-3" high Sign Area (Single Tenant)
167sf Maximum Sign Area (Single Tenant)
- 6'-1" high Sign Area (Two Tenant)
90sf Maximum Sign Area (Top Sign Tenant)
77sf Maximum Sign Area (Bottom Sign Tenant)
- 34'-0" wide Sign Area
250sf Maximum Sign Area

TOWER/ENDWALL ELEVATION
Scale: 1/8" = 1'-0"

note: "Tenant Sign" tenant is not required to reside in adjacent tenant space

note: each Tower will have (2) sign area faces

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Tower/Endwall

PARTNERS IN DESIGN
ARCHITECTS
pindarch.com

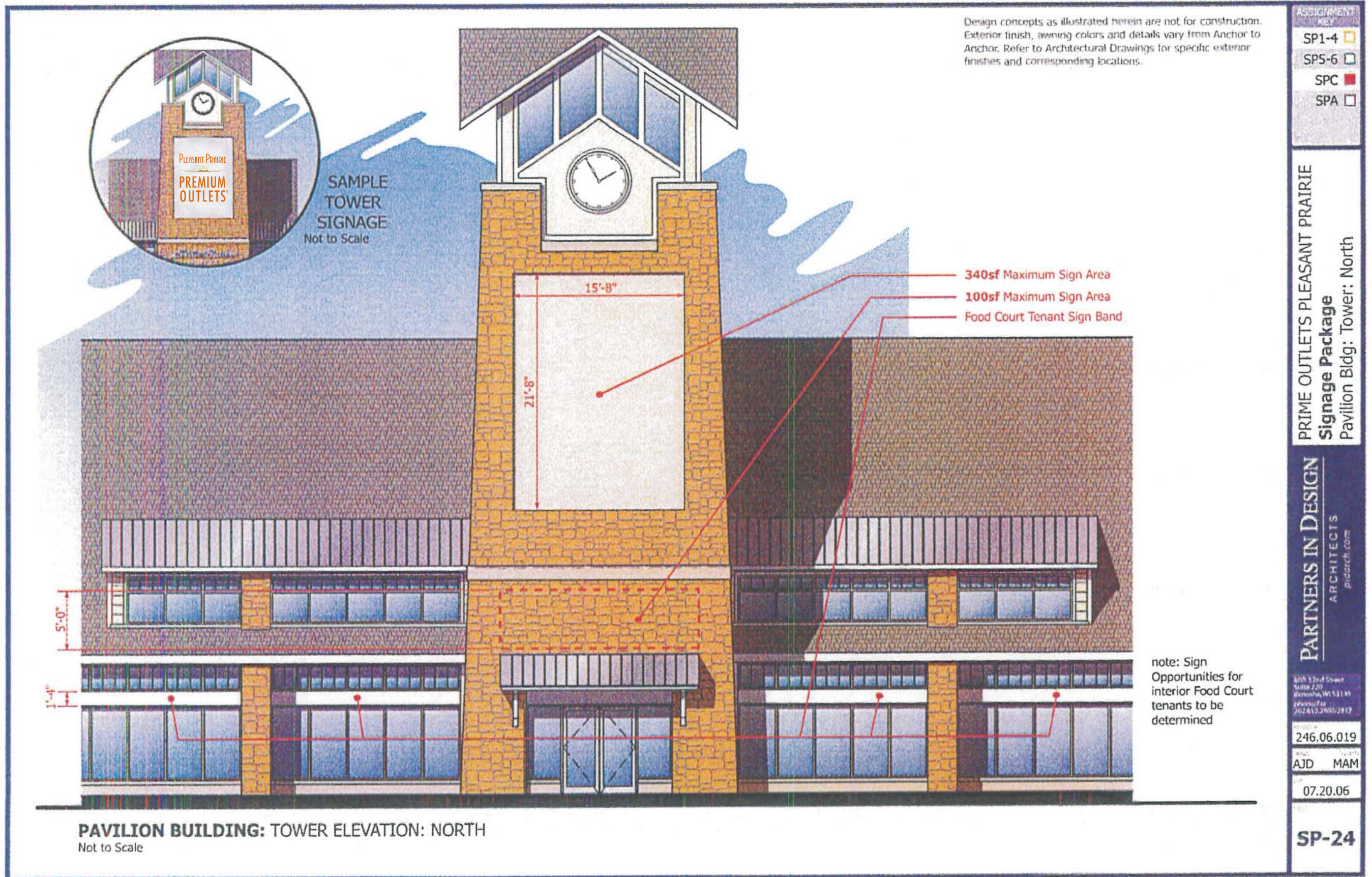
805 52nd Street
Suite 220
Kenosha, WI 53140
jpl@pindarch.com
262.552.2600, 2617

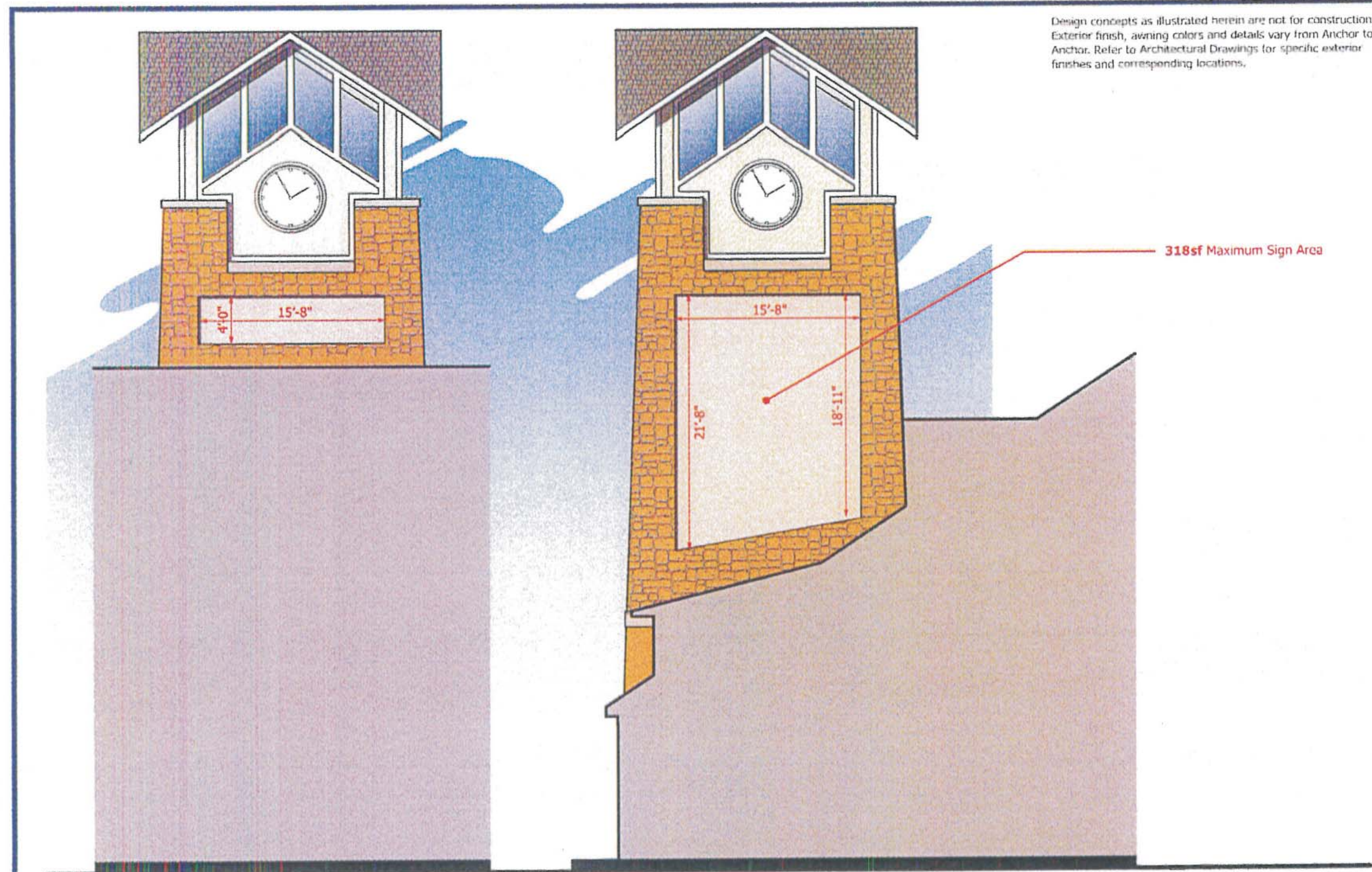
246.06.019

AJD MAM

07.20.06

SP-23





PAVILION BUILDING: TOWER ELEVATION: SOUTH
Not to Scale

PAVILION BUILDING: TOWER ELEVATION: WEST (EAST SIMILAR)

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	<input type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input type="checkbox"/>
SPA	<input type="checkbox"/>

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Pavilion Bldg: Tower: South & West

PARTNERS IN DESIGN
ARCHITECTS
p.in.d.com

405 52nd Street
Suite 200
Menasha, WI 53151
Phone/Fax
262.642.2803/2817

PROJECT NO.	246.06.019
DATE	07.20.06
DESIGNED BY	AJD
CHECKED BY	MAM

SP-25

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	<input checked="" type="checkbox"/>
SP5-6	<input type="checkbox"/>
SPC	<input checked="" type="checkbox"/>
SPA	<input type="checkbox"/>



33'-2" wide Sign Area
219sf Maximum Sign Area

PAVILION BUILDING: ENDWALL ELEVATION
Scale: 1/8" = 1'-0"

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Pavilion Bldg: Endwall

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ARCHITECTS
p-i-d-arch.com

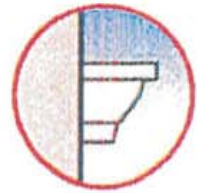
805 53rd Street
Suite 210
Kenosha, WI 53140
Kenosha, WI
262.412.2100/2912

246.06.019

AJD MAM

07.20.06

SP-26

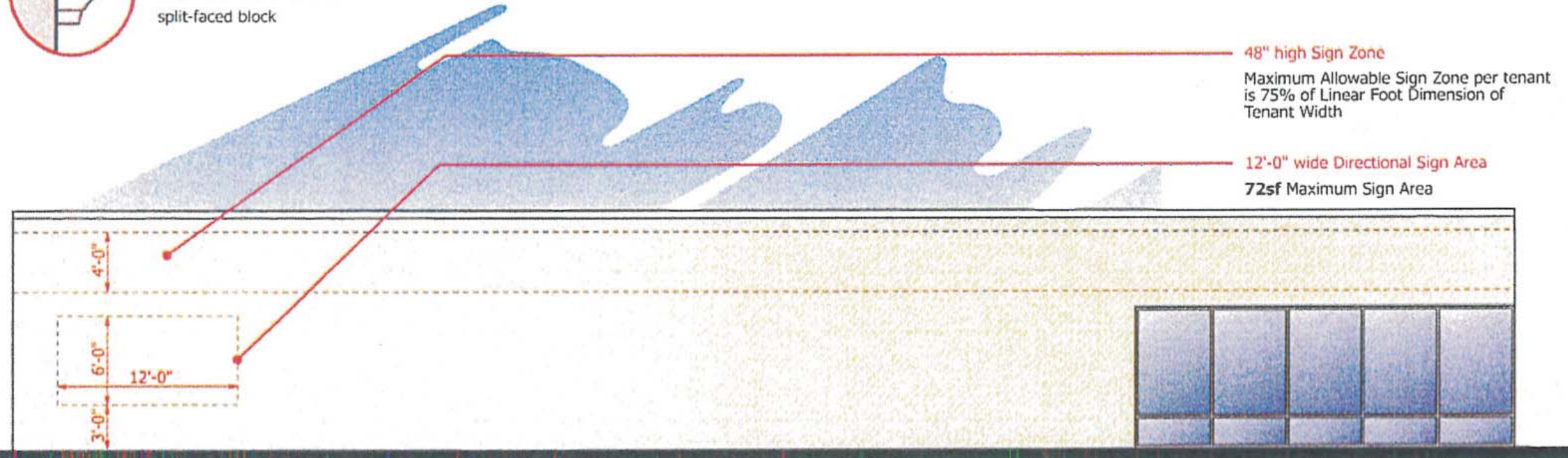


Letter/Sign Raceway
Used when installed over
split-faced block

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY

- SP1-4
- SP5-6
- SPC
- SPA



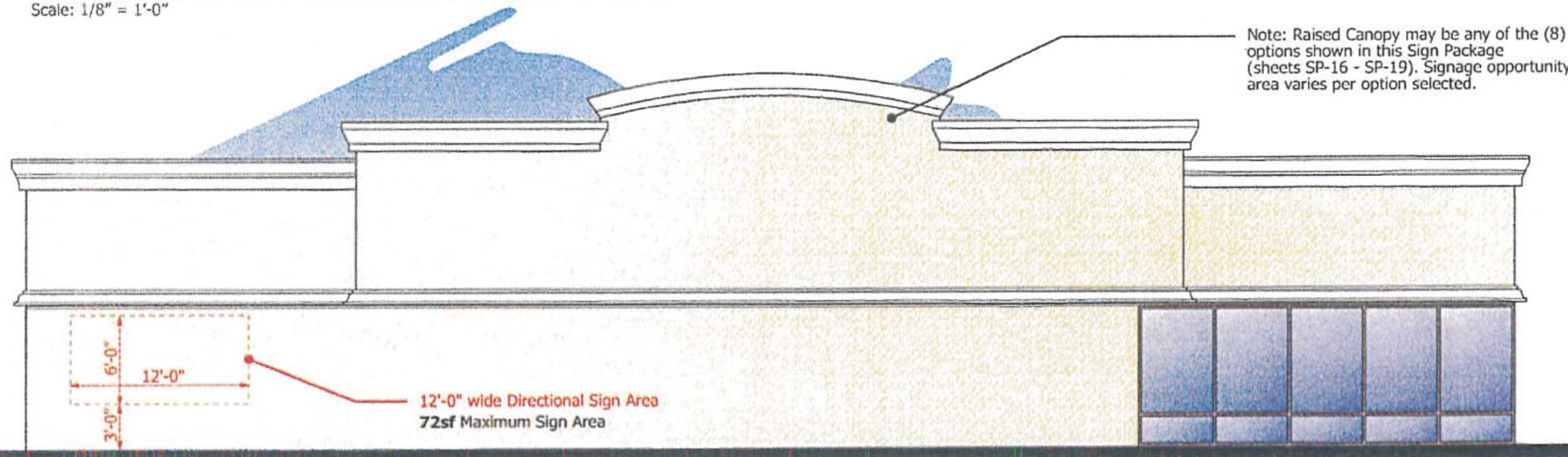
48" high Sign Zone

Maximum Allowable Sign Zone per tenant is 75% of Linear Foot Dimension of Tenant Width

12'-0" wide Directional Sign Area
72sf Maximum Sign Area

ENDWALL SIGNAGE: TENANT/DIRECTIONAL: OPTION 1

Scale: 1/8" = 1'-0"



Note: Raised Canopy may be any of the (8) options shown in this Sign Package (sheets SP-16 - SP-19). Signage opportunity area varies per option selected.

12'-0" wide Directional Sign Area
72sf Maximum Sign Area

ENDWALL SIGNAGE: TENANT/DIRECTIONAL: OPTION 2

Scale: 1/8" = 1'-0"

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Endwall: Tenant/Directional

PARTNERS IN DESIGN
ARCHITECTS
pdcarch.com

603 52nd Street
Suite 220
Menasha, WI 53140
USA
262.653.2905/2912

246.06.019

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07.20.06

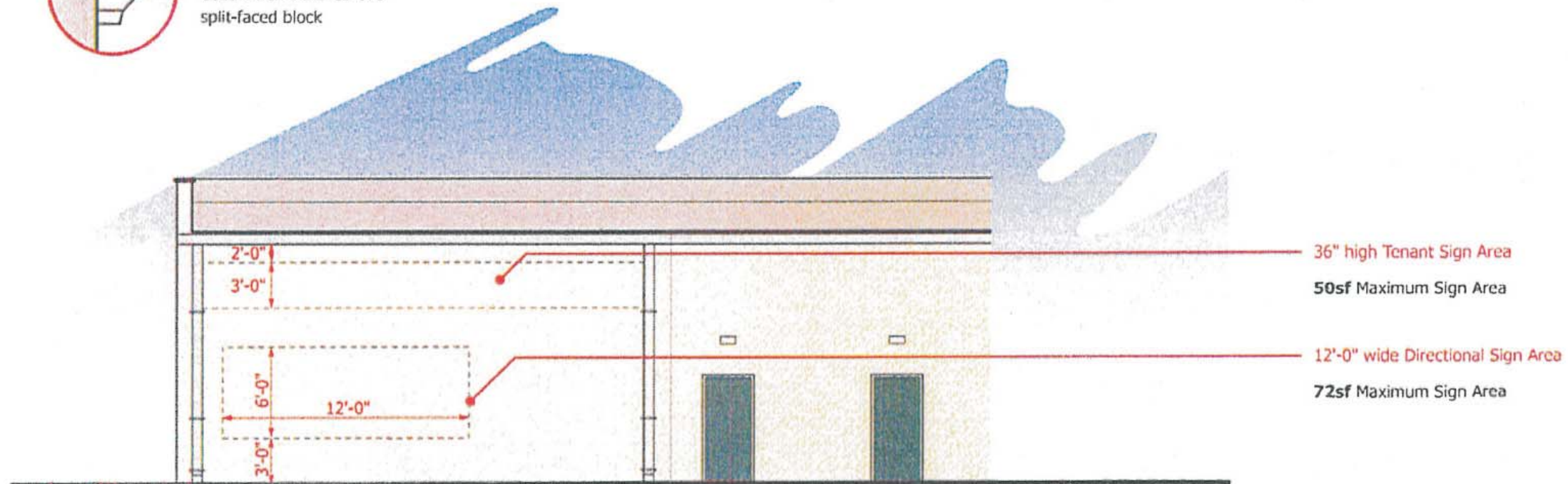
SP-27

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
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SP5-6	<input type="checkbox"/>
SPC	<input checked="" type="checkbox"/>
SPA	<input type="checkbox"/>



Letter/Sign Raceway
Used when installed over split-faced block



BACKWALL SIGNAGE: TENANT/DIRECTIONAL

Scale: 1/8" = 1'-0"

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Backwall: Tenant/Directional

PARTNERS IN DESIGN
ARCHITECTS
pidarch.com

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Suite 220
Wauwatosa, WI 53140
Tel: 414.252.2000
Fax: 414.252.2001

246.06.019

AJD MAM

07.20.06

SP-28

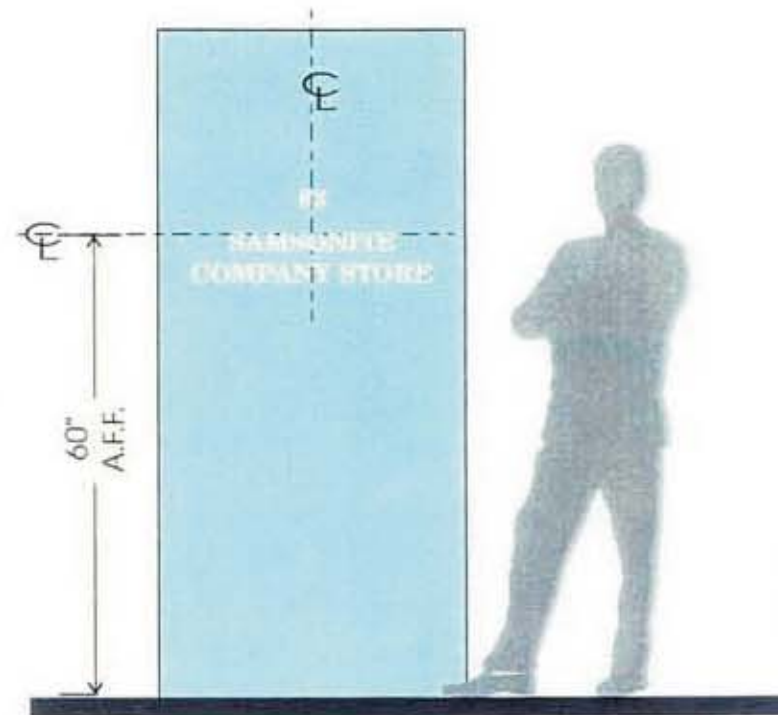
Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY

- SP1-4
- SP5-6
- SPC
- SPA



TENANT SERVICE SIGN: **SERVICE SIGN**
Not to Scale



TENANT SERVICE SIGN: **SERVICE DOOR**
Not to Scale

NOTE: VINYL TYPE (TYPESTYLE: CLARENDON)
APPLIED DIRECTLY TO PAINTED DOOR
VINYL COLOR: WHITE

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Service Door

PARTNERS IN DESIGN
ARCHITECTS
piddarch.com

600 53rd Street
Suite 200
Kenosha, WI 53140
phone/fax
862.652.2000/2872

PROJECT #
246.06.019

DRAWN: **AJD** CHECKED: **MAM**

DATE
07.20.06

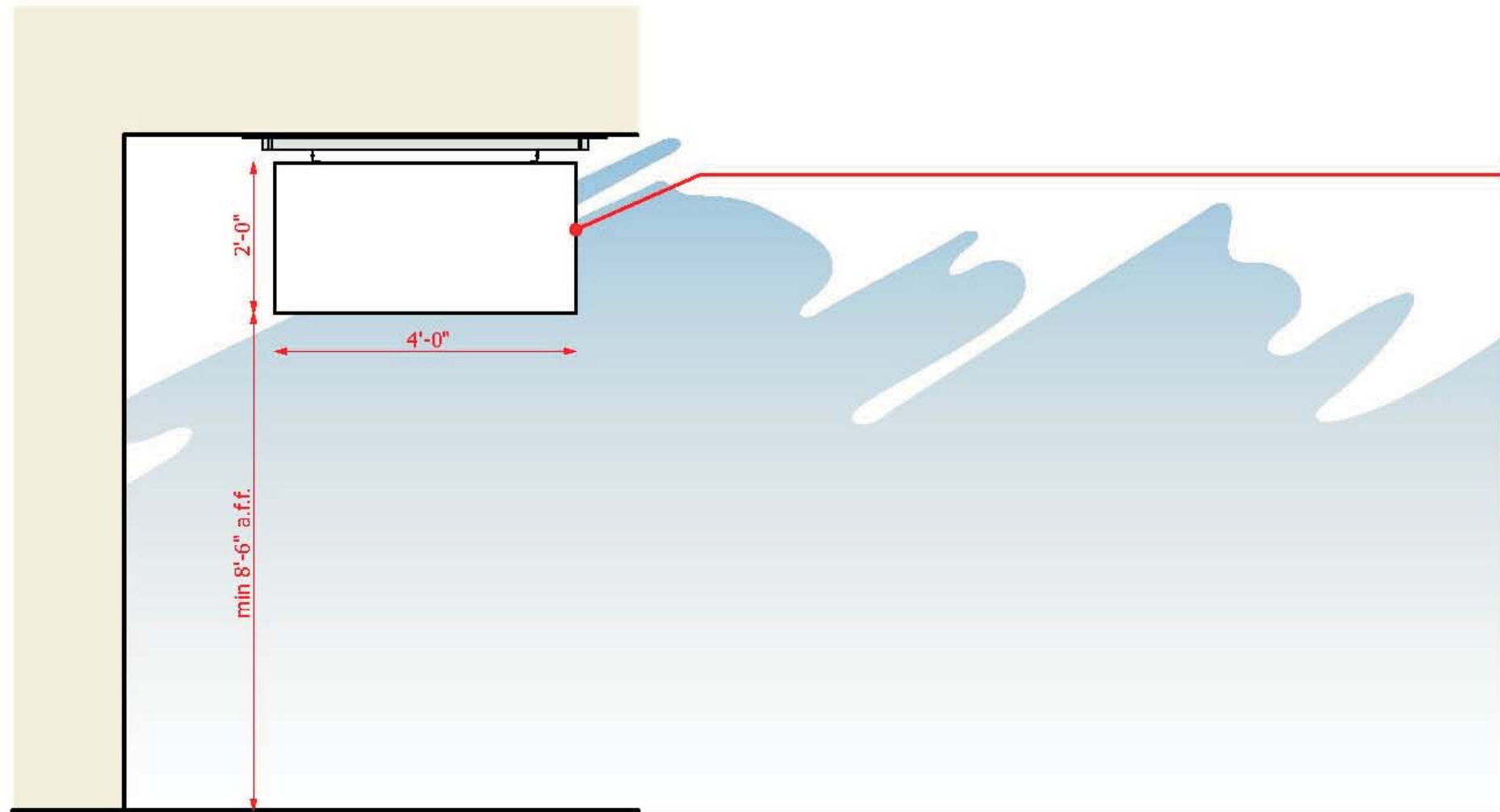
SHEET #

SP-29

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY

- SP1-4
- SP5-6
- SPC
- SPA



48"x24" double faced undercanopy sign.
At tenant's option, sign may be 3-dimensional.

TENANT SIGN: BLADE SIGN BRACKET

Scale: 1/8" = 1'-0"

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Blade Sign Bracket

PARTNERS IN DESIGN
ARCHITECTS
pidarch.com

600 52nd Street
Suite 200
Kenosha, WI 53140
phone/fax:
26.26.52.2800/2812

PROJECT #
246.06.019





DRAWN	CHECKED
AJD	MAM

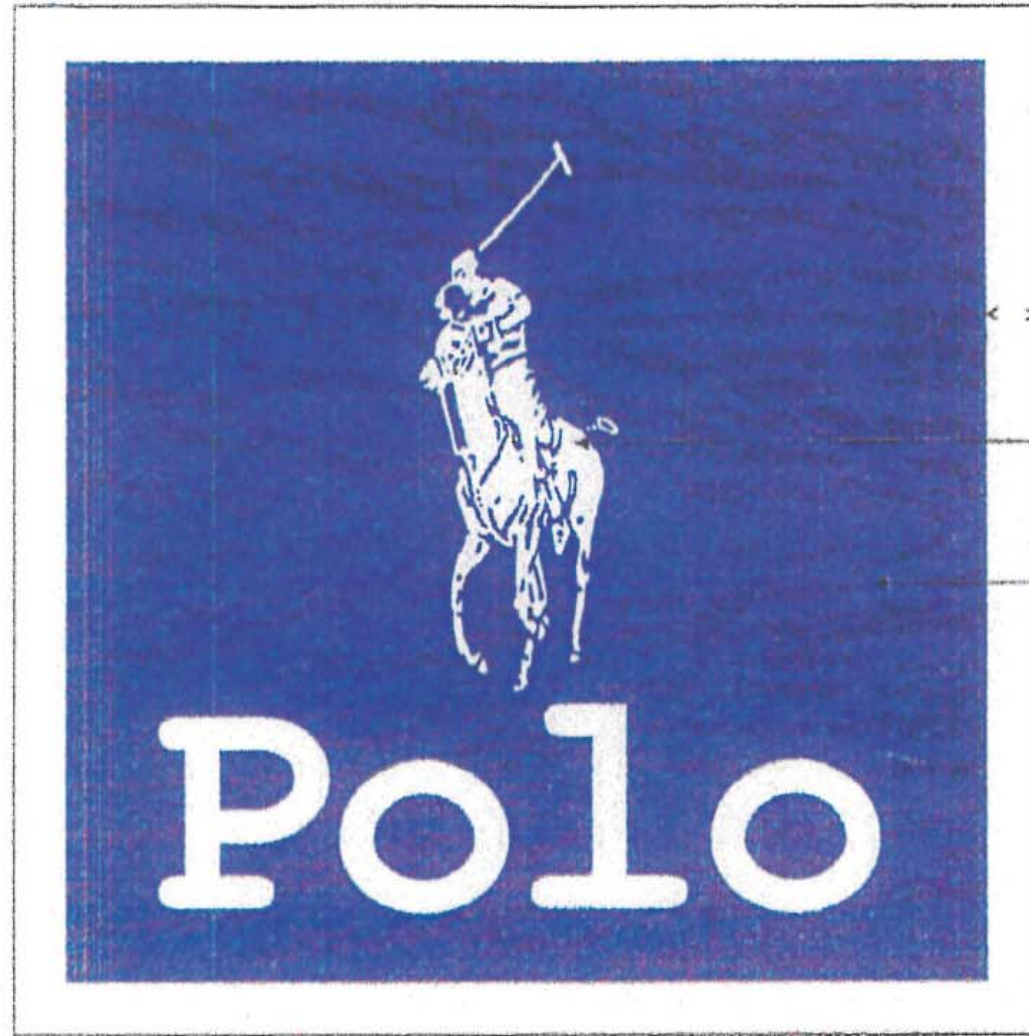
DATE
07.20.06

SHEET #

SP-30

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.

ASSIGNMENT KEY	
SP1-4	
SP5-6	
SPC	
SPA	



1" WIDE CONTINUOUS
RAISED BORDER, PAINTED, TYP

TENANT LOGO/NAME RAISED,
PAINTED, TYP

BACKGROUND FIELD
SANDBLASTED, PAINTED, TYP

SIGNS FABRICATED IN 1" THICK EXTERIOR
GRADE SIGN FOAM, SANDBLASTED FINISH
COLORS VARY PER TENANT'S CHOICE AS
APPROVED BY LANDLORD

(2) 2' X 2' SIGN PLAQUES BY TENANT AT
TENANT'S OPTION AS APPROVED BY
LANDLORD (4 SF SIGN AREA PER
PLAQUE)

FEATURE WALL PLAQUE
Not to Scale

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
Feature Entrance Plaque

PARTNERS IN DESIGN
ARCHITECTS
pidarch.com

605 52nd Street
Suite 220
Kenosha, WI 53140
Phone/Fax
262-652-2800/2812

246.06.019

AJD MAM

07.20.06

SP-31

Design concepts as illustrated herein are not for construction. Exterior finish, awning colors and details vary from Anchor to Anchor. Refer to Architectural Drawings for specific exterior finishes and corresponding locations.



FRONT ELEVATION

(NOTE: GRAPHICS SHOWN AS EXAMPLE ONLY)

PORTABLE DISPLAY STAND

Not to Scale

ASSIGNMENT KEY

- SP1-4 ■
- SP5-6 ■
- SPC ■
- SPA ■

PRIME OUTLETS PLEASANT PRAIRIE
Signage Package
 Portable Display Stand

PARTNERS IN DESIGN
 ARCHITECTS
 ptdarch.com

600 53rd Street
 Suite 200
 Kenosha, WI 53140
 phone/fax
 862.652.2000/2872

PROJECT #
 246.06.019

DRAWN: OJ000
 AJD MAM

DATE
 07.20.06

SHEET #

SP-32

ORDINANCE # 11-19

**ORDINANCE TO AMEND CHAPTER 420 ATTACHMENT 3 APPENDIX C
SPECIFIC DEVELOPMENT PLANS 13.
OF THE VILLAGE ZONING ORDINANCE
PURSUANT TO CHAPTER 420-137
OF THE VILLAGE ZONING ORDINANCE
FOR PRIME OUTLETS AT PLEASANT PRAIRIE
IN THE VILLAGE OF PLEASANT PRAIRIE,
COUNTY OF KENOSHA, STATE OF WISCONSIN**

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT CHAPTER 420 ATTACHMENT 3 APPENDIX C SPECIFIC DEVELOPMENT PLANS 13 FOR PRIME OUTLETS AT PLEASANT PRAIRIE PLANNED UNIT DEVELOPMENT NO. 2 IS HEREBY AMENDED AS FOLLOWS:

13. ~~PRIME OUTLETS AT~~ PLEASANT PRAIRIE **PREMIUM OUTLETS PUD NO. 2**

a. Purpose and Intent:

It is the intent that the ~~Prime Outlets at~~ Pleasant Prairie **Premium Outlets** retail development (hereinafter referred to as the "DEVELOPMENT") will continue to provide for development and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-3, Regional Retail Business District and C-1, Lowland Resource Conservancy District zoning with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, parking areas, lighting, signage and general site Development so as to promote an attractive and harmonious commercial regional retail center area, and seek to achieve a business environment of sustained desirability and economic stability which will operate as a uniform commercial development, and will seek to avoid unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

b. Legal Descriptions: The properties included are ~~generally~~ located at 11211 120th Avenue **(Phase I-IV) and 11601 – 108th Street (Phase V) in the Village** of Pleasant Prairie, County of Kenosha, State of Wisconsin, located in parts of the Northwest and Southwest One Quarters of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian and are collectively known as **the DEVELOPMENT** ~~Prime Outlets at Pleasant Prairie~~.

Tax Parcel Number 92-4-122-302-0107 (Phase V): Parcel 1 of Certified Survey Map #1442. Part of the Southeast One-Quarter and Southwest One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Volume 1430, Page 129, f/k/a Parcel "2" of Certified Survey Map #1362, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (0.394 acres).

Tax Parcel Number 92-4-122-302-0108 (Phase V): Parcel "2" of Certified Survey Map #1442. Part of the Southeast One-Quarter and Southwest One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Volume 1430, Page 129, f/k/a Parcel "2" of Certified Survey Map #1362, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (5.316 acres).

Tax Parcel Number 92-4-122-302-0126 (Phase V): Parcel 3 of Certified Survey Map #1819. Part of the Southwest One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin (6.508 acres).

Tax Parcel Number 92-4-122-302-0350 (Phase III): Parcel 1 of Certified Survey Map 1452. Part of the Southwest One-Quarter of the Northwest One-Quarter and the Northwest One-Quarter of the Southwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Parcel 1 of CSM 1452, f/k/a Part of Parcel 1 CSM 1276 (6.612 acres).

Tax Parcel Number 92-4-122-302-0375 (Phase IV): Parcel 2 of Certified Survey Map 1452. Part of the Southwest One-Quarter of the Northwest One-Quarter and the Northwest One-Quarter of the Southwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, Parcel 2 of CSM 1452, f/k/a Part of Parcel 1 CSM 1276 (6.620 acres).

Tax Parcel Number 92-4-122-303-0210 (Phase I): Northwest Fr'l One-Quarter of the Southwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, commencing at the Northwest Corner of said One-Quarter Section thence East 1185.82 feet to the East line of the Northwest One-Quarter Section, thence South 24.80 feet to the Beginning, continuing South 360 feet West 195 feet South 75 feet South 45 degrees 39' 59" West 465 feet North 44 degrees 20' 01" West 70 feet South 45 degrees 39' 59" West 30 feet North 44 degrees 20' 01" West 453.32 feet to a point of curve thence Northwesterly 161.83 feet West 34.93 feet to the Easterly right-of-way of I-94, thence North 370 feet to the South line of 110th Street East 1091.08 feet to the beginning (12.971 acres).

Tax Parcel Number 92-4-122-303-0211 (Phases II/III): Part of the Southwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, commencing at the Northwest One-Quarter of said One-Quarter Section, thence East 95.11 feet to the point of beginning, continuing East 644.90 feet South 24.75 feet to the South line of 110th Street, thence West 643.72 feet to a point in the East right-of-way line of 120th Avenue, thence North 24.78 feet to the beginning (0.336 acres).

Tax Parcel Number 92-4-122-303-0220 (Phase II): Northwest Fr'l One-Quarter of the Southwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, commencing at the Northwest corner of said One-Quarter Section, thence East 1185.82 feet to the East line of the Northwest ¼ Section, thence South 384.80 feet to the point of beginning, continuing South 925.29 feet West 1109.24 feet to the Easterly right-of-way line of I-94 North 930.24 feet East 34.93 feet to a point of curve Southeasterly 161.83 feet South 44 degrees 20' 01" East 453.32 feet North 45 degrees 59' East 30 feet South 44 degrees 20' 01" East 70 feet North 45 degrees 39' 59" East 465 feet North 75 feet East 195 feet to the beginning (19.275 acres).

110th Street Vacation: All that part of the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of Southwest ¼ of Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin bounded and described as follows: Commencing and beginning at the southwest corner of Parcel 1 of Certified Survey Map No. 1442; then South 89°20'01" East along the south line of said Parcel 1 and then along the south line of Parcel 2 of Certified

Survey Map No. 1442, 445.51 feet; thence South 01°27'50" East, 49.53 feet to the south line of 110th Street; then North 89°20'01" West along said south line, 447.35 to the southeast corner of Parcel 1 of Certified Survey Map No. 1452; then North 00°39'59" East along the east line of said Parcel 1 of Certified Survey Map No. 1452, 49.50 feet to point of beginning. (110th Street Vacation – Certificate of Resolution as recorded with the Kenosha County Register of Deeds Office on June 9, 2006, Document Number 1482866) (0.0573 acres)

All of the above legally described parcels constitute the "DEVELOPMENT".

c. Requirements for the DEVELOPMENT:

- i. The DEVELOPMENT shall be in compliance with all Federal, State, County and Village ordinances and regulations except as expressly modified in Section "d." below.
- ii. The DEVELOPMENT shall be subject to the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications, as they may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
- iii. The DEVELOPMENT, including but not limited to, each building, structure, sign, fence, landscaping, parking lot, etc., and the site as a whole, shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition.
- iv. All building and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- v. All buildings/structures and all exterior additions, remodeling or alterations to the existing buildings/structures or to any future buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage. No material alterations or modification to these colors or materials shall be made without the approval of the Village staff.
- vi. Except as provided herein, the DEVELOPMENT shall be in compliance with ORDINANCE ~~#02-71—the Prime Outlets at #11-18~~ Pleasant Prairie **Premium Outlets** PUD Ordinance **No. 1** as approved and adopted by the Village Board on ~~September 16, 2002~~ **July 18, 2011**
- vii. The DEVELOPMENT shall be in compliance with all Site and Operational Plan(s) and Conditional Use Permits (if applicable) and Planned Unit Developments, as on file with the Village.
- viii. Prior to any new lot(s) being created, or buildings and structures being **installed or** constructed within the DEVELOPMENT, and prior to consideration of the required Site and Operational Plans and/or Conditional Use Permit within the DEVELOPMENT, and/or prior to expansion of the DEVELOPMENT, a detailed Conceptual Plan may be required in accordance with and pursuant to Chapter 395-27 of the Village Land Division and Development Control Ordinance.
- ix. The DEVELOPMENT shall incorporate all necessary pedestrian/vehicular cross-access easement agreement(s) (e.g. between GTE North, Inc./Verizon

and **the owners of the DEVELOPMENT** ~~Prime Retail~~ and between any freestanding Restaurant/Commercial Retail Outlot within the DEVELOPMENT). Executed copies of all necessary pedestrian/vehicular cross-access easement agreement(s) shall be supplied to the Village.

- x. The combination of one (1) or more individual tenant spaces, buildings/structures within the DEVELOPMENT that cross interior property lines shall be permitted.
 - xi. The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development and shall continue to comply with this PUD and all other PUDs pertaining to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the parking for the DEVELOPMENT shall continue to be shared parking and, if necessary, cross-access easements shall be created in order to allow and facilitate the movement of vehicular traffic from phase to phase/property to property.
 - xii. Restaurant/Retail "Outlots": Two (2) separate "outlots" of approximately 3,500 square feet each are allowed on the DEVELOPMENT and merchantable title to said outlots can be conveyed to third parties by the owner of the DEVELOPMENT. Said conveyance must be accompanied with various easements that allow for access, parking, and utility connections over, under and across the DEVELOPMENT. Future development of said "outlots" would be subject to this Ordinance, the Village of Pleasant Prairie Codes and Ordinances, and applicable State and Federal regulations and any amendment(s) enacted hereafter to said ordinances and codes.
 - xiii. Truck Parking: There shall be no truck [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), other commercial vehicles, etc.] parking allowed within the DEVELOPMENT.
 - xiv. Agreement: In conjunction with certain approvals granted for the DEVELOPMENT, the Village Board on June 6, 2005 approved an Agreement ("Agreement") that sets forth specific requirements for the DEVELOPMENT pertaining to a Municipal Water Connection / Fire Suppression, a Security Program and a Phasing Program that must be executed prior to the issuance of any building permits for the DEVELOPMENT.
 - xv. Commercial Communication Antennas: The Village Zoning Ordinance shall not apply to commercial communication antennas, whips, panels or other similar transmission or reception devices that are mounted inside the Center Court "Lodge" tower, as either a principal use or an accessory use, as specified in Chapter 420-120 D. (3) of said Ordinance
- d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:
- 1. Chapter 420-120 I. (1) related to lot size in the B-3 District shall be amended as follows:
 - Lot Size: The DEVELOPMENT shall have

- (a) no more than two lots that are no smaller than 3500 square feet provided said two lots are located in an area in close proximity to the future outlot parcels set forth on Exhibit A,
 - (b) the lot measuring approximately 0.336 acres known as Tax Parcel Number 92-4-122-303-0211,
 - (c) the lot measuring approximately 0.394 acres known as Tax Parcel Number 92-4-122-302-0107 that is used as a utility substation building, and
 - (d) all other lots must be at least five acres, except that the minimum lot size for a freestanding commercial communication structure or any other utility substation building shall be as prescribed by § 420-148 of the Village Ordinance, and further provided that no minimum lot size shall be applicable to a transmission line.
2. Chapter 420-120 I. (2) related to lot frontage in the B-3 District shall be amended as follows:
- Lot frontage on a public street: Not Applicable, the DEVELOPMENT as a whole meets the B-3 Lot frontage requirement, but no individual lot in the DEVELOPMENT will be required to meet any lot frontage requirement.
3. Chapter 420-120 I. (4) related to principal building standards in the B-3 District shall be amended as follows:
- Principal Building Standards:
- (a) Gross Floor Area: 3,500 square foot minimum, except that the minimum gross floor area for a utility substation shall not apply as noted in item 10 below.
 - (b) Height: All buildings including the Center Court Lodge building within the DEVELOPMENT shall not exceed 50 feet in height, except for the tower element on the Lodge building which shall not exceed 75 feet in height. In addition, the tower element on the Lodge building shall incorporate: 1) A minimum of one (1) analog-type clock large enough to be seen within the DEVELOPMENT, and/or 2) the wording "The Lodge", and/or the "~~Prime Retail~~/~~Prime Outlets~~" name/logo of the DEVELOPMENT, and/or 3) the community name (i.e. Village of Pleasant Prairie), and/or other wording, signage, logos as may be approved by the Village staff.
 - (c) Setbacks:
 - (1) Street setback: Minimum of 65 feet from arterial streets or highways and a minimum of 40 feet from non-arterial street of private roads OR Pursuant to Exhibit A.
 - (2) Side setback: 45 feet minimum OR Pursuant to Exhibit A.
 - (3) Rear setback: 45 feet minimum OR Pursuant to Exhibit A.

- (4) Shore Setback: 75 feet minimum.
 - (5) Wetland setback: 25 feet minimum OR Pursuant to Exhibit A.
 - (6) A zero (0) foot building setback to interior property lines.
4. Chapter 420-120 I. (5) related to detached accessory building/trash enclosure standards in the B-3 District shall be amended as follows:
- Detached accessory building/trash/ recycling material enclosures and/or screening are allowed provided that the trash/recycling material buildings/enclosures and/or screening that are adjacent to public rights-of-way are constructed of materials that are complementary to the principal structure(s) within the DEVELOPMENT and are screened from view from the public rights-of-way. Existing unenclosed trash/recycling containers/dumpsters that are not visible from public rights-of-way are grandfathered and allowed.
5. Chapter 420-120 J. (1) related to number of principal structures per lot in the B-3 District shall be amended as follows:
- Not applicable.
6. Chapter 420-120 J. (2) related to number of detached accessory buildings and/or detached trash enclosures in the B-3 District shall be amended as follows:
- Detached accessory building/trash/ recycling material enclosures and/or screening are allowed in conjunction with item "d. 5." above.
7. Chapter 420-57 H. (2) (c) related to Construction Design Standards and roof lines shall be amended as follows:
- Except for the Center Court Lodge and any building used as a restaurant that is constructed on either outlot referenced on Exhibit A, all buildings (including any building used for retail on either of the aforementioned outlots) shall have the option of having flat roofs, varying rooflines, or architectural features that provide dimension and pitch to said roof lines consistent with the existing buildings on the DEVELOPMENT. The Center Court Lodge and any building used as a restaurant that is constructed on either outlot referenced herein shall provide for varying rooflines and architectural features that provide dimension and pitch.
8. Chapter 420-57 H. (2) (d) related to the screening of all roof-mounted mechanical or electrical equipment shall be amended as follows:
- All roof-mounted mechanical or electrical equipment shall be installed in locations on the roof that will minimize the appearance of said equipment consistent with the installation of similar equipment on the existing buildings.
9. Chapter 420-57 H. (2) (g) and (h) related to Construction Design Standards for exterior walls of all principal or accessory buildings shall be amended as follows:
- Exterior walls of all principal or accessory buildings shall be constructed of the following materials:

- [1] Facing materials shall consist of any of the following materials; provided, however, that brick, decorative concrete block or any stone facing materials shall not be painted or stained, and further provided that the balance of the exterior walls shall be covered with either approved facing materials or approved decorative accent materials:
 - [a] Standard, queen, jumbo or utility bricks with a minimum thickness of two inches (or as may be approved by the Village staff), covering a minimum of 70% (by area) of each exterior elevation.
 - [b] Decorative concrete block, covering a minimum of 70% (by area) of each exterior elevation.
 - [c] Lannon stone or other stone, covering a minimum of 70% (by area) of each exterior elevation.
 - [d] Exterior Insulation and Finish Systems (EIFS), covering a minimum of 70% (by area) of each exterior elevation on the main retail buildings, exclusive of the Center Court Lodge and the commercial outlots shown on Exhibit A within the DEVELOPMENT.
 - [e] Glass storefronts covering a minimum of 25% of the front building elevation with the balance of the front building elevation being constructed of materials as referenced in "9. [1] [a], [b], [c] and [d]" above.
 - [2] Decorative accents (e.g., lintels, wall accent bands, cornice or base elements, parapet walls or other architectural features) may use only the following materials; provided, however, that parapet walls shall be constructed of materials that match the building exterior and that brick, decorative concrete block or stone decorative accents shall not be painted or stained:
 - [1] Standard, queen, jumbo or utility bricks with a minimum thickness of two inches (or as may be approved by the Village staff), covering a maximum of 30% (by area) of each exterior elevation.
 - [2] Decorative concrete block, covering a maximum of 30% (by area) of each exterior elevation.
 - [3] Lannon stone or other stone, covering a maximum of 30% (by area) of each exterior elevation.
 - [4] Architectural precast concrete, covering a maximum of 30% (by area) of each exterior elevation.
 - [5] Spandrel glass, covering a maximum of 30% (by area) of each exterior elevation.
 - [6] Stucco or exterior insulation finish systems (EIFS), covering a maximum of 30% (by area) on higher than 10 feet above the grade of each exterior elevation.
10. Chapter 420-148 B. (120) related to Utility substation buildings as a principal use on its own parcel in the B-1, B-2, B-3, B-4 or B-5 District shall be amended as follows:

- a. The minimum lot size requirement shall not be applicable as it pertains to the existing GTE/Verizon utility structure.
- b. The minimum lot frontage on a public street requirement shall not be applicable as it pertains to the existing GTE/Verizon utility structure.
- c. The minimum gross floor area requirement shall not be applicable.

- 11. Chapter 420-48 L. related to Setbacks for Parking Spaces and Parking Lots shall be amended as follows:

All parking spaces, parking lots and maneuvering lanes within the DEVELOPMENT shall meet the required setbacks distances from the existing public street rights of way and wetlands except as noted in Exhibit A. Additionally, all parking spaces, parking lots and maneuvering lanes within the DEVELOPMENT shall be allowed zero (0) setbacks from interior property lines.

- 12. Chapter 420-50 related to Minimum Off-Street Parking Spaces Required shall be amended as follows:

The number of parking spaces for the DEVELOPMENT, regardless of the uses, shall at no time be lower than 4.20 parking spaces per 1,000 square feet of net leaseable floor area of the DEVELOPMENT.

- ~~13. Article X related to sign requirements shall be amended as follows. Sign requirements within the DEVELOPMENT shall comply with existing ORDINANCE #02-71 the Prime Outlets at Pleasant Prairie PUD Ordinance. Phase V Tax Parcel Numbers 92-4-122-302-0107, 92-4-122-302-0108 and 92-4-122-302-0126 shall be included in the existing ORDINANCE #02-71 the Prime Outlets at Pleasant Prairie PUD Ordinance.~~

- 13. Chapter 420-54 A (1) (a) related to Plan Commission review authority of Site and Operational Plans shall be amended as follows:

Commencement of any new or additional principal use occupying 50% or more of the gross floor area of any existing principal building shall be approved by the Village Zoning Administrator and shall not required Village Plan Commission approval unless a Conditional Use Permit is required.

e. Amendments

- i. The PUD regulations for said DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- ii. For an amendment related to a particular parcel within the DEVELOPMENT, then the Owner(s) of said property requesting the change shall file the required application.
- iii. The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

19- Premium Outlets PUD No 2 Amend red-line version.doc

Consider a **Zoning Map Amendment (Ord. #11-20)** for the request of Judy Piscotti (formerly Judy Scheve) and Terrence Scheve to rezone approximately 6 acres of the property located at 5900 93rd Street from the A-2, General Agricultural District to R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District.

Recommendation:

On July 11, 2011 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map Amendment as presented in the July 18, 2011 staff memorandum.

VILLAGE STAFF REPORT OF JULY 18, 2011

Consider a **Zoning Map Amendment (Ord. #11-20)** for the request of Judy Piscotti (formerly Judy Scheve) and Terrence Scheve to rezone approximately 6 acres of the property located at 5900 93rd Street from the A-2, General Agricultural District to R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District.

The petitioners own two (2) adjacent properties and are proposing to reconfigure and adjust the lot lines between the two properties so that one property will be approximately six (6) acres and the other property will be approximately 21 acres. The six (6) acre property is proposed to be rezoned from A-2, General Agricultural District to R-4 (UHO), Urban Single Family Residential District with and Urban Landholding Overlay District.

The A-2, District requires lots to have a minimum of 10 acres with 300 feet of frontage on a public street. The 21 acre parcel after the lot line adjustment will meet these minimum requirements; therefore this portion of the property is not proposed to be rezoned. Agricultural uses are allowed to continue on the property. The portion of this property that has been identified as wetlands and is zoned C-1 will remain in the C-1 District.

The R-4 District requires lots to have a minimum of 15,000 square feet with a minimum frontage of 90 feet on a public road. The six (6) acre parcel after the lot line adjustment will meet these minimum requirements. The UHO District is being placed as an overlay on this parcel because once municipal services are provided this six (6) acre property could be further subdivided. Therefore, this six acre parcel is proposed to be rezoned to R-4 (UHO) from A-2, General Agricultural District. Farming or agricultural uses including livestock will not be allowed on this six (6) acre parcel and all structures and buildings that remain shall meet the setback requirements of the R-4 District.

On July 11, 2011 the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map Amendment as presented in the July 18, 2011 staff memorandum.

ORD. # 11-20

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

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

The property located at 5900 93rd Street in a part of the U.S. Public Land Survey Section 15, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number **92-4-122-154-**, and the adjacent ½ right-of-way is hereby rezoned from A-2, General Agricultural District to the R-4 (UHO), Urban Single Family Residential District with an Urban Landholding Overlay District. The areas of the properties that are zoned C-1, Lowland Resource Conservancy District will remain in the C-1 District.

The Village Zoning Administrator is hereby directed to record this Zoning Map Amendment on the appropriate sheet of the Official Village Zoning Map and to update Appendix B in Chapter 420 of the Village Municipal Code.

Adopted this 18th day of July 2011.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

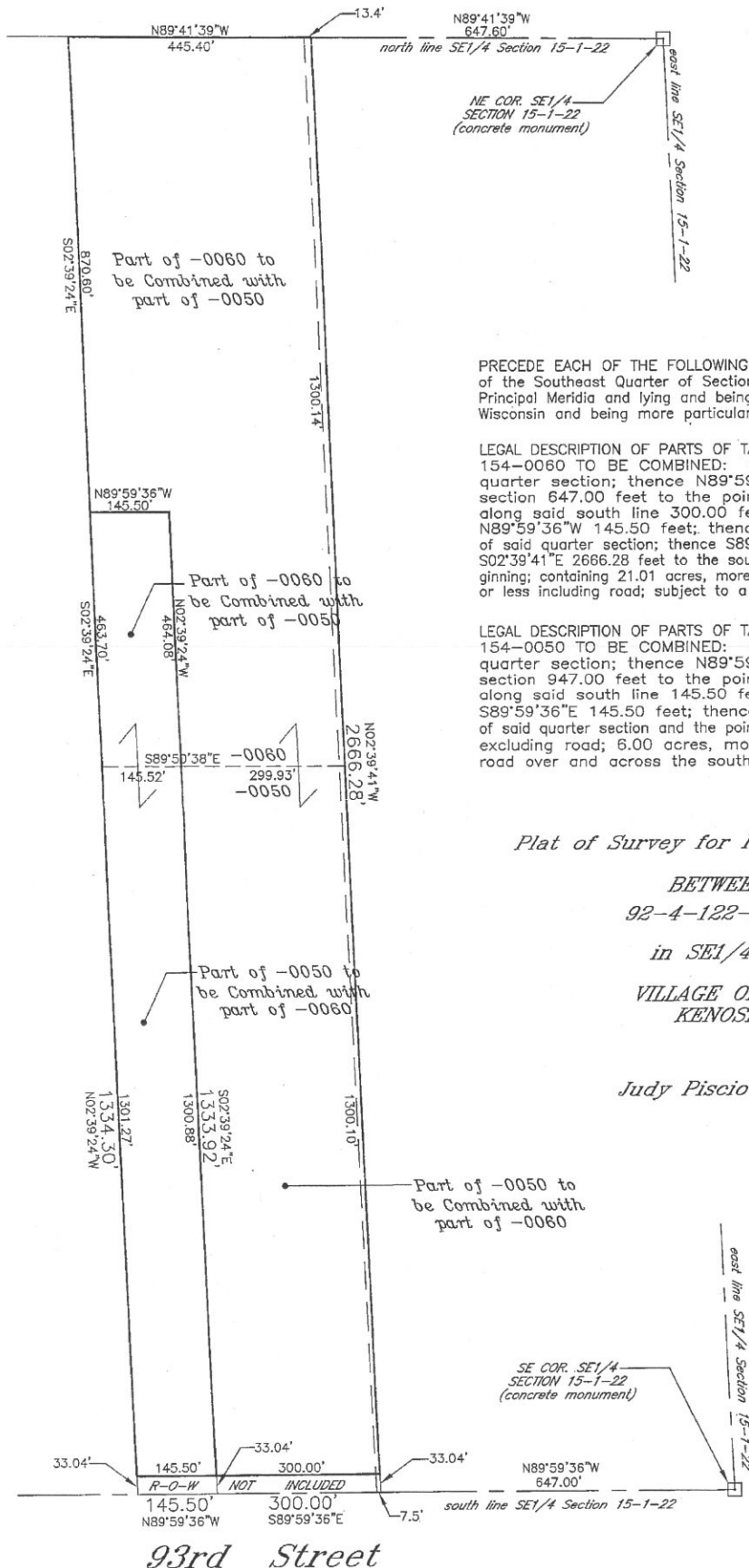
20--5900 93rd St rezone.doc

address: 5900 - 93rd Street

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

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

Reg. Land Surveyor
May 18, 2011



PRECEDE EACH OF THE FOLLOWING LEGAL DESCRIPTIONS WITH THIS PREAMBLE: Part of the Southeast Quarter of Section 15, Town 1 North, Range 22 East of the Fourth Principal Meridian and lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as:

LEGAL DESCRIPTION OF PARTS OF TAX KEY NOS: 92-4-122-154-0050 & 92-4-122-154-0060 TO BE COMBINED: Commencing at the southeast corner of said quarter section; thence N89°59'36"W along the south line of said quarter section 647.00 feet to the point of beginning; thence continue N89°59'36"W along said south line 300.00 feet; thence N02°39'24"W 1798.00 feet; thence N89°59'36"W 145.50 feet; thence N02°39'24"W 870.60 feet to the north line of said quarter section; thence S89°41'39"E along said north line 445.40 feet; thence S02°39'24"E 2666.28 feet to the south line of said quarter section and the point of beginning; containing 21.01 acres, more or less excluding road; containing 21.24 acres, more or less including road; subject to a road over and across the southerly portion thereof.

LEGAL DESCRIPTION OF PARTS OF TAX KEY NOS: 92-4-122-154-0060 & 92-4-122-154-0050 TO BE COMBINED: Commencing at the southeast corner of said quarter section; thence N89°59'36"W along the south line of said quarter section 947.00 feet to the point of beginning; thence continue N89°59'36"W along said south line 145.50 feet; thence N02°39'24"W 1798.00 feet; thence S89°59'36"E 145.50 feet; thence S02°39'24"E 1798.00 feet to the south line of said quarter section and the point of beginning; containing 5.89 acres, more or less excluding road; 6.00 acres, more or less including road; subject to a public road over and across the southerly portion thereof.

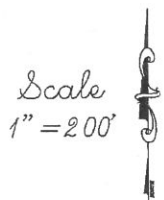
Plat of Survey for Proposed Lot Line Adjustment

*BETWEEN TAX KEY NOS:
92-4-122-154-0050 & -0060
in SE1/4 Section 15-1-22*

*VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.*

-for-

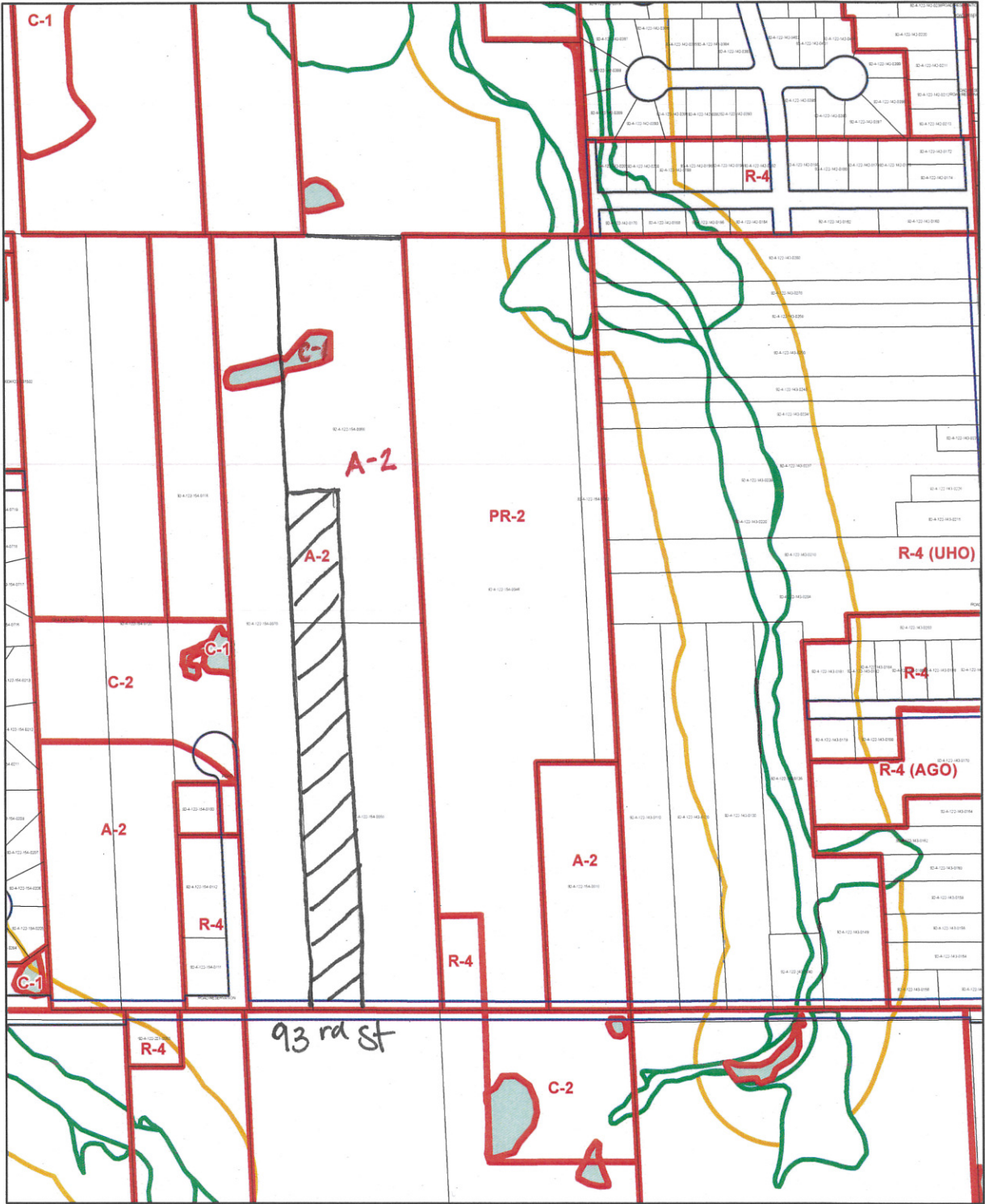
Judy Piscioti & Terrence Scheve



denotes iron pipe

Refer to a current title report for easements or restrictions which may affect these sites.

Proposed Zoning Map Amendment
(part of 92-4-122-154-0050 and part of 92-4-122-154-0060)



0 115230 460 690 920 Feet

Source: Village of Pleasant Prairie
June 2011



Area to be rezoned to R-4 (UHO) from A-2

Consider the request of Chad Navis, agent for Towne Lakeview LLC, owner of the property located at the southwest corner of 95th Street and Green Bay Road for a **Certified Survey Map** to subdivide the property into two (2) parcels.

Recommendation

On July 11, 2011 the Plan Commission recommended that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of July 18, 2011.

VILLAGE STAFF REPORT OF JULY 18, 2011

Consider the request of Chad Navis, agent for Towne Lakeview LLC, owner of the property located at the southwest corner of 95th Street and Green Bay Road for a **Certified Survey Map** to subdivide the property into two (2) parcels.

The petitioner is requesting approval of a CSM to subdivide the property located at the southwest corner of 95th Street and Green Bay Road (STH 31) into two (2) properties. The property is zoned M-2, Heavy Manufacturing District which requires lots to be a minimum of two (2) acres with a minimum frontage of 150 feet on a public road.

- **Lot 1** is proposed to be 4.95 acres (215,484 square feet) with over 300 feet of frontage on STH 31, over 480 feet of frontage on 95th Street and over 400 feet of frontage on 72nd Avenue. [Note: On July 11, 2011 the Plan Commission conditionally approved Site and Operational Plans for the construction of a 62,256 square foot speculative industrial building-Towne V.]
- **Lot 2** is proposed to be 11.15 acres (485,895 square feet) with over 900 feet of frontage on STH 31 and 72nd Avenue and over 400 feet of frontage on 99th Street.

Both lots have no direct access to STH 31. Lot 1 shall have one emergency access driveway to 95th Street located at least 300 feet from the centerline of STH 31 to the centerline of the emergency access driveway. Lot 2 shall have one (1) access to 99th Street half way between STH 31 and 72nd Avenue as shown on the CSM. Both Lots will have access to 72nd Avenue.

The CSM depicts the following existing easement:

- Dedicated 30 foot Sanitary Sewer and Water Main Easement - located adjacent to 95th Street on Lot 1.
- Dedicated 15 foot Storm Sewer Easement –located adjacent to 95th Street on Lot 1, south of the aforementioned Sanitary Sewer and Water Main Easement.
- Dedicated Permanent Limited Drainage Facility Easement—located at the corner of STH 31 and 95th Street on Lot 1.
- Dedicated 20 foot General Utility Easement—located adjacent to 72nd Avenue, 99th Street and STH 31 on Lots 1 and 2.
- Dedicated Vision Triangle Easement—located on Lot 2 on the corner of 99th Street and STH 31.

In addition, pursuant to the Village of Pleasant Prairie 2010 Bicycle and Pedestrian Trails Plan, a component of the Village 2035 Comprehensive Plan, a bicycle lane is proposed to be located along 95th Street; therefore, a "Dedicated 15 foot Pedestrian and Bicycle, Maintenance and Access Easement" for the future trail shall be shown on the CSM over a portion of the existing 30 foot Sanitary Sewer and Water Main Easement. When the path is installed on said property, the owner may be responsible to snow plow the path during the winter. Once a continuous path is installed the Village will re-evaluate the snow plowing responsibilities of the property owner. Any damage to the path where the emergency access crosses the path will be the responsibility of the property owner to repair and replace.

Additional right-of-way is being dedicated at the corner of 99th Street and STH 31 to ensure that the constructed public roadway is located within the dedicated right-of-way. The right-

of-way requirements for a future right turn only lane on 95th Street to STH 31 has been evaluated by the Village and at this time no additional right-of-way is required for a future tune lane.

A Landscape, Access and Maintenance Easement will be required along the north property line of Lot 2 to accommodate the landscaping required for the development of Lot 1. This Easement can be shown on the CSM or by separate recorded easement document.

Both lots meet and exceed the minimum lot size and frontage requirements of the M-2 District and are serviced by municipal sanitary sewer, water and storm sewer. The land division complies with the Village's Comprehensive Plan and all applicable Village Ordinances.

Plan Commission recommends approval of the CSM subject to the following comments/conditions:

1. Subject to the changes noted on the *attached* CSM.
2. The landscaping at the southeast corner of Lot 1 is shown on the adjacent property (Lot 2 of said CSM) and the additional trees to be planted along the south property line will likely need to be planted on the property to the south; therefore, a Landscape, Access and Maintenance Easement shall be provided over this area. This easement can be shown on the Certified Survey Map or a separate easement document can be recorded. If a separate easement is proposed the Village will review a draft prepared by the Owner prior to the document being executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the easement shall be provided to the Village prior to issuance of permits.
3. All outstanding taxes and/or special assessments on the properties shall be paid in full prior to the Village executing the CSM. Pursuant to the Village Records, as of June 7, 2011, the third installment of real estate taxes are outstanding, the total due is \$14,096.56 through July 31, 2011. These taxes need to be paid prior to recording the Certified Survey Map. There are no special assessments currently outstanding, but at the time of building permit there would be impact fees due of \$1.94/per thousand of assessed value.
4. The petitioner shall record the CSM at the Kenosha County Register of Deeds Office within 30 days of final approval and a recorded copy of the CSM shall be returned to the Village.

⑥ Dedicated - ft Landscape, Access and Maintenance Easement.

(If this is not dedicated on the CSM sheet be dedicated be separate document)

Dedicated

Triangle Easement

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF PARCEL 6 OF CERTIFIED SURVEY MAP NO. 2208, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Dedicated Public Street
UNPLATTED AND UNRECORDED

96th STREET
100' R/W

PREPARED FOR:
TOWNE LAKEVIEW LLC
710 N. PLANKINTON AVE
#2100
MILWAUKEE, WI 53203
PREPARED BY:
JSD Professional Services, Inc.
1521 Westpark Drive • Kenosha • Wisconsin
MILWAUKEE REGIONAL OFFICE
N221W20930 NAYS COURT SUITE 3
MILWAUKEE, WISCONSIN 53186
262.513.0868 PHONE | 262.513.1232 FAX

LOT 1
215,484 SQ. FT.
4.9468 AC.

NO VEHICULAR ACCESS TO/FROM 95TH ST., EXCEPT ONE 15' WIDE EMERGENCY ACCESS

NO VEHICULAR ACCESS TO/FROM 95TH ST., EXCEPT ONE 15' WIDE EMERGENCY ACCESS

DEDICATED 15' PEDESTRIAN, BICYCLE, ACCESS AND MAINTENANCE EASEMENT

LOT 2
485,895 SQ. FT.
11.1546 AC.

ACCESS RESTRICTED R/W PER WISDOT R/W REVISED OCT. 1, 2004

ACCESS RESTRICTED R/W PER WISDOT R/W REVISED OCT. 1, 2004

30' WIDE SANITARY SEWER & WATER MAIN EASEMENT PER DOC. NO. 879465 & SHOWN ON CSM NO. 2208

15' WIDE STORM SEWER EASEMENT PER DOC. NO. 1240173

PERMANENT LIMITED DRAINAGE FACILITY EASEMENT PER DOC. NO. 1195126

20' GENERAL UTILITY EASEMENT PER CSM NO. 2208

50'x400' VISION CORNER AS SHOWN ON CSM NO. 2208

300 SQ. FT. (0.0069 AC.) DEDICATED TO THE PUBLIC TOP R/W PORTION

1" IRON PIPE SET WEIGHING 1.13 LBS/FT 3/4" IRON REBAR FOUND AND ACCEPTED

RIGHT-OF-WAY WIDTH AND LOCATION FOR 99TH ST. PER CSM 2208.

RIGHT-OF-WAY WIDTH AND LOCATION FOR 72ND AVE. AND 99TH ST. PER CSM 2208 AND VILLAGE RESOLUTION NO. 01-03, RECORDED AS DOC. NO. 1237679, ON OCT. 8, 2001.

RIGHT-OF-WAY WIDTH AND LOCATION FOR S.T.H. "31" PER WISDOT R/W PROJECT 3330-01-20, REV. OCT. 1 2004.

SOUTHEAST COR. OF THE NE 1/4 OF SEC. 21-1-22 CONC. MON. W/ BRASS CAP

SOUTHEAST COR. OF THE NE 1/4 OF SEC. 21-1-22 CONC. MON. W/ BRASS CAP

EXISTING CURB AND GUTTER

PK NAIL FOUND AND ACCEPTED

PK NAIL FOUND AND ACCEPTED

EXISTING CURB AND GUTTER

CHD BRG=N45°55'38.5"W
RAD=65.00
CHD L=91.52
N02°41'03"W
87.05'

CHD BRG=N01°12'13.5"W
CHD L=875.16'
ARC=875.37'
RAD=11,529.16'
N00°58'17"E
289.21'

CHD BRG=N89°19'31"E
3.31'

CHD BRG=N45°55'38.5"W
RAD=65.00
CHD L=91.52
N02°41'03"W
87.05'

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ARC=875.37'
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CHD BRG=N89°19'31"E
3.31'

CHD BRG=N89°40'10"E 275.26'
N89°40'10"E 275.26'
N42°04'39"E 70.43'

CHD BRG=N03°22'44"W
1265.46'

CHD BRG=N42°04'39"E 70.43'

CHD BRG=N02°41'03"W 2680.44' (TOTAL)
EAST LINE OF SE 1/4 SECTION 21-1-22

CHD BRG=N03°22'44"W 1265.46'

CHD BRG=N42°04'39"E 70.43'

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CHD BRG=N89°40'10"E 275.26'
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N42°04'39"E 70.43'

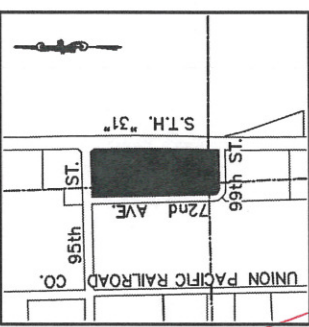
CHD BRG=N03°22'44"W 1265.46'

CHD BRG=N42°04'39"E 70.43'

CHD BRG=N02°41'03"W 2680.44' (TOTAL)
EAST LINE OF SE 1/4 SECTION 21-1-22

CHD BRG=N03°22'44"W 1265.46'

CHD BRG=N42°04'39"E 70.43'



LOCATION MAP
1"=2000'

- 1 30' WIDE SANITARY SEWER & WATER MAIN EASEMENT PER DOC. NO. 879465 & SHOWN ON CSM NO. 2208
- 2 15' WIDE STORM SEWER EASEMENT PER DOC. NO. 1240173
- 3 PERMANENT LIMITED DRAINAGE FACILITY EASEMENT PER DOC. NO. 1195126
- 4 20' GENERAL UTILITY EASEMENT PER CSM NO. 2208
- 5 50'x400' VISION CORNER AS SHOWN ON CSM NO. 2208

NOTE:
CSM NO. 2208 WAS RECORDED IN KENOSHA COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 1190589 ON AUG. 11, 2000.

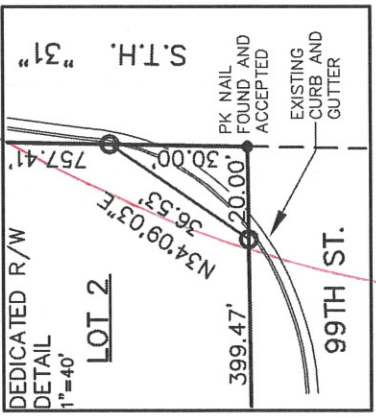
LEGEND:

- 1" IRON PIPE SET WEIGHING 1.13 LBS/FT
- 3/4" IRON REBAR FOUND AND ACCEPTED

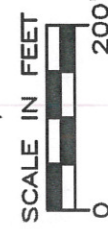
RIGHT-OF-WAY WIDTH AND LOCATION FOR 99TH ST. PER CSM 2208.

RIGHT-OF-WAY WIDTH AND LOCATION FOR 72ND AVE. AND 99TH ST. PER CSM 2208 AND VILLAGE RESOLUTION NO. 01-03, RECORDED AS DOC. NO. 1237679, ON OCT. 8, 2001.

RIGHT-OF-WAY WIDTH AND LOCATION FOR S.T.H. "31" PER WISDOT R/W PROJECT 3330-01-20, REV. OCT. 1 2004.



DEDICATED R/W DETAIL
1"=40'



BEARING BASIS
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, EAST LINE OF SE 1/4 SEC 21-1-22 WAS USED AS N02°41'03"W.

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

SOUTHEAST COR. OF SEC. 21-1-22 CONC. MON. W/ BRASS CAP 187,794.54
GRID { 2,567,904.60

SOUTHEAST COR. OF SEC. 21-1-22 CONC. MON. W/ BRASS CAP 187,794.54
GRID { 2,567,904.60

DATED THIS DAY OF MAY, 2011

SHEET 1 OF 3

THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

J:\SD Projects\11C4684 Towne V and W.dwg\11C4684 CSM.dwg

CERTIFIED SURVEY MAP NO. _____

Being a redimension of Parcel 6 of Certified Survey Map No. 2208, located in part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 21 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
County of Kenosha)

I, Rizal W. Iskandarsjach, Registered Land Surveyor, do hereby certify that I have surveyed, divided, dedicated and mapped a redimension of Parcel 6 of Certified Survey Map No. 2208, located in part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 21 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Section 21; thence North 02°41'03" West along the east line of the Southeast 1/4 of said Section 21, 87.05 feet to the north line of 104th Street (State Trunk Highway "165"); thence North 89°19'31" along said north line, 3.31 feet; thence North 89°40'10" East along said north line, 275.26 feet; thence North 42°04'39" East along said north line, 70.43 feet to the west line of State Trunk Highway "31"; thence North 03°22'44" West along said west line, 1265.46 to a point of curve; thence northwesterly 875.37 feet along said west line and along the arc of said curve to the right whose radius is 11,529.16 feet and whose chord bears North 01°12'13.5" West, 875.16 feet to a point of tangency; thence North 00°58'17" East along said west line, 289.21 feet to the north line of 99th Street and the point of beginning;

Thence South 89°19'31" West along said north line, 419.47 feet to a point of curve; thence northwesterly 101.53 feet along said north line and along the arc of said curve to the right whose radius is 65.00 feet and whose chord bears North 45°55'38.5" West, 91.52 feet to the east line of 72nd Avenue; thence North 01°10'48" West along said east line, 1321.77 feet to the south line of 95th Street; thence North 88°56'21 East along said south line, 489.59 feet; thence South 41°17'54" East along said south line, 47.39 feet to the west line of State Trunk Highway "31"; thence South 00°30'13" East along said west line, 566.39 feet; thence South 00°58'17" West along said west line, 787.41 feet to the point of beginning.

Containing in all 701,679 square feet (16.1083 acres) of lands, more or less, GROSS or 701,379 square feet (16.1014 acres) of lands, more or less, NET, exclusive R/W dedication.

Subject to easements and restrictions of record.

That I have made such survey, land division, dedication and map by the direction of Towne Lakeview LLC, owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.


DATED THIS ____ DAY OF MAY 2011

Rizal W. Iskandarsjach, R.L.S.
Registered Land Surveyor, S-2738

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 6 of Certified Survey Map No. 2208, located in part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 21 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

 Towne Lakeview LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided, dedicated 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.

Towne Lakeview LLC

State of Wisconsin)
) SS
) County)

Personally came before me this _____ day of _____, 2011, the above named _____, of the above named corporation, to me known to be such _____ and _____ of said corporation, 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 _____

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 _____, 2011.

THOMAS W. TERWALL
Chairman of Village Plan Commission

VILLAGE BOARD APPROVAL

Resolved that this Certified Survey Map, being a redivision of Parcel 6 of Certified Survey Map No. 2208, located in part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 21 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 22, 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 _____, 2011.

JOHN P. STEINBRINK
Village President

ATTEST:

JANE M. ROMANOWSKI
Village Clerk

Peggy Herrick

From: Jean Werbie-Harris
Sent: Friday, July 08, 2011 10:25 AM
To: 'Adam Artz'; Peggy Herrick
Cc: Chad.Navis@ZILBER.com
Subject: RE: Towne V

Adam – see my comments below,
Jean

From: Adam Artz [mailto:adam.artz@jdsinc.com]
Sent: Thursday, July 07, 2011 8:23 AM
To: Peggy Herrick; Jean Werbie-Harris
Cc: Chad.Navis@ZILBER.com
Subject: Towne V

Jean, Peggy,

Attached please find a few comments from Chad Navis and his team at Zilber relating to the easement language and restrictions that you (VOPP) had provided to be included on the CSM. The comments were directed towards JSD to revise and present them to the Village. I have included a word document file that reflects the changes. Please let me know if you are okay with these changes.

Dedications and Easement Provisions- OK – add the corrected language-except for No 5. below.

1. Clarification on correct ownership entity. OK
2. No changes
3. 2 changes:
 - a. 1st redline change, there may future utility companies and/or you may not be naming them correctly by legal name so language change made to protect intent or spirit of section language. OK
 - b. 2nd redline change, Utility company requirements may changes w/ respect to restoration requirements and are often negotiated directly between property owner and utility provider. Defining those standards and requirements may create conflict w/ desired terms at the time of restoration event and it seems inappropriate to negotiate detailed terms involving a party that is not involved in this CSM process. It gets restored either way as required under language provided. OK
4. No changes
5. Clarification that Owner will repair/maintain the bike path if we damage it. Otherwise we view it as a public use pathway like any other vehicle roadway where the VPP maintains and keeps clear of snow etc. Assumption of general maintenance and public liability for its use seems like an unfair burden to private owners and will more than likely creates practical problems for the VPP as there would not be uniform standards of maintenance care in the field with so many ownership entities along the path. Need to discuss with the Administrator-the path will also function as a sidewalk and sidewalks per the Ordinance are the owner's responsibility.

Restrictive Covenants

No changes except for entity correction.

Additionally, can you confirm a few items:

1. The Village is seeking a letter from DPW for approval of the driveway at 14-ft. I got approval from DPW.
2. We are on the Plan Commission Agenda for Monday July 11, 2011.yes
3. We are on the Village Board Agenda for Monday July 18, 2011.yes

4. Approvals will be for Final Site & Operational (relating to submitted items) **yes**
5. Village Signatures on the CSM can be obtained prior to July 22, 2011. **Yes-need final document – we have checked vacation schedules.**
6. Assuming Building Permit Review is Approved, Construction can start July 25, 2011. **Did you file DNR NOI?**
7. A topsoil pile can be created at the southwest corner of the development as shown on engineering plans. If to remain past occupancy (given the late summer start and upcoming winter months), the pile shall resemble a berm and be seeded. **For up to 5 years**
8. Final Landscaping (given the late summer start and upcoming winter months) can be finished in spring. **With landscape bond and letter commitment to finish by a date certain**
9. We are not seeking WE Energies Approval on the work in the west general utility easement given that they do not have any utilities in the easement at this time. As Chad had described it, leave the sleeping dog alone. **I need to get an opinion on this one before I waive the requirement for a letter of approval.**

Please let me know if you have any comments. Thanks again for all of your assistance with this project. Have a great day,
Adam

Best Regards, Adam

Adam R. Artz, P.E. (WI, IL, IA, & ND)
Senior Project Engineer

JSD Professional Services, Inc.
Engineers - Surveyors - Planners

Milwaukee Regional Office
N22 W22931 Nancy Ct., Suite 3
Waukesha, WI 53186

262.513.0666 phone | 414.313.9934 mobile | 262.513.1232 fax
adam.artz@jsdinc.com | www.jsdinc.com

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DEDICATION AND EASEMENT PROVISIONS

1. The fee interest in the 300 square foot area shown as a Dedicated Public Street on this Certified Survey Map (CSM) located at the southeastern corner of Lot 2 is hereby dedicated, given, granted and conveyed **by TOWNE LAKEVIEW LLC, its successor and its assigns** (the "Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public highway improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike lanes, if required by the Village or State of Wisconsin (the "WI DOT"), street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the current Owner or the future Owner(s) of the Lot shown on this CSM which is adjacent to the Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of the bike lane, if required by the Village or WI DOT in the area between the roadway and the Lot. In the event of any conflict between the rights of the Village or the WI DOT under its fee interest in any of the Dedicated Public Street areas shown on this CSM and the rights of the Owner, or of the future Owners of the Lot(s), or of any Commercial Owners Association pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.
2. Perpetual nonexclusive easements coextensive with the area shown on this CSM as a Dedicated 30' Wide Sanitary Sewer & Water Main Easement was dedicated, given, granted and conveyed by the previous Owner as shown on CSM No. 2208 and recorded as Document # 879465 at the Kenosha County Register of Deeds Office to the Village for public sanitary sewerage system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities and public water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Sanitary Sewer & Water Main Easement shall be exclusive, except for: (1) the Dedicated 15' Pedestrian, Bicycle, Access and Maintenance Easement area dedicated to the Village on this CSM with respect to the same area or any portion thereof; (2) the Owner's use, planting and irrigating, care and maintenance of the Dedicated Sanitary Sewer and Water Main Easement area on Lot 1 as it will not interfere with the improvements, uses and purposes of the Village; (3) the Dedicated 20' General Utility Easement as dedicated on CSM No. 2208 and shown on Lot 1 of this CSM; (4) the Permanent Limited Drainage Facility Easement as dedicated per Document # 1195126 and shown on Lot 1 on this CSM and (5) the 95th Street emergency access driveway for Lot 1 as approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this Dedicated Sanitary Sewer and Water Main Easement and the rights of any other persons or entities with respect to the Dedicated Sanitary Sewer and Water Main Easement, the Village's rights under this Easement shall be deemed to be superior.
3. Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated 20' General Utility Easement on this CSM were dedicated, given, granted and conveyed by the previous Owner as shown on CSM No. 2208 and recorded at the Kenosha County Register of Deeds Office **for those including, but not limited to, those commonly known as** WE Energies, AT & T and Time Warner Cable Inc. and their respective successors and assigns (collectively the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve Lot 1 and Lot 2 and for any related ingress and egress. This Dedicated General Utility Easement shall also include the right to trim or cut down trees,

bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the Dedicated General Utility Easement area shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Grantor. Upon the installation of the utilities, restoration of all such land, as nearly as is reasonably possible, to the condition existing prior to installation of such utilities within the General 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 Communications Grantees in accordance with a separate agreement between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities. No buildings, fences, or structures of any kind shall be placed within the General Utility 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 rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the Owner shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets 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.

4. A perpetual nonexclusive easement coextensive with each area shown as a Dedicated 15' Wide Storm Sewer Easement on this CSM was dedicated, given, granted and conveyed by the previous Owner as shown on CSM No. 2208 and recorded as Document # 12540173 at the Kenosha County Register of Deeds Office for public storm sewer and storm water drainage system improvements, storm water storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This dedicated Storm Sewer Easement shall be exclusive, except for: (1) the Dedicated 15' Pedestrian, Bicycle, Access and Maintenance Easement area dedicated to the Village on this CSM with respect to the same area or any portion thereof; (2) the Owner's use, planting and irrigating, care and maintenance of the Storm Sewer Easement area on Lot 1 as it will not interfere with the improvements, uses and purposes of the Village; (3) the Dedicated 20' General Utility Easement as dedicated on CSM No. 2208 and shown on Lot 1 of this CSM; (4) the Permanent Limited Drainage Facility Easement as dedicated per Document # 1195126 and shown on Lot 1 of this CSM and (5) the 95th Street emergency access driveway as approved by the Village for Lot 1. In the event of any conflicts between the rights of the Village pursuant to these Dedicated Storm Sewer Easement and the rights of any other persons or entities with respect to the Dedicated Storm Sewer Easement, the Village's rights under this Easement shall be deemed to be superior.

5. A perpetual nonexclusive easement coextensive with each area shown as a Dedicated 15'

Pedestrian, Bicycle, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by the Owner as shown on this Certified Survey Map for public pedestrian walkway, bicycle, access, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This dedicated Pedestrian, Bicycle, Access and Maintenance Easement shall be exclusive, except for: (1) the Dedicated 30' Wide Sanitary Sewer & Water Main Easement shown on this Certified Survey Map and dedicated to the Village on Certified Survey Map No. 2208 with respect to the same area or any portion thereof; (2) the Dedicated General Utility Easement as dedicated on CSM No. 2208 and shown on this CSM with respect to the same area or any portion thereof; (3) the Permanent Limited Drainage Facility Easement as dedicated per Document # 1195126 and shown on Lot 1 of this CSM (4) the Owner's use, planting and irrigating, **care and maintenance of the Pedestrian, Bicycle, Access and Maintenance Easement area on Lot 1 (only to the extent Owner's cause damage to said Bicycle Path)**, as it will not interfere with the improvements, uses and purposes of the Village; and (5) such future 95th Street emergency access driveway as approved by the Village. In the event of any conflicts between the rights of the Village pursuant to these Dedicated Storm Sewer Easement and the rights of any other persons or entities with respect to the Dedicated Storm Sewer Easement, the Village's rights under this Easement shall be deemed to be superior.

6. A perpetual nonexclusive easement coextensive with the area shown as a Dedicated Permanent Limited Drainage Facility Easement on this Certified Survey Map and dedicated, given, granted and conveyed by the previous Owner on Certified Survey Map No. 2208 and recorded as Document # 1195126 at the Kenosha County Register of Deeds Office for public storm sewer and storm water drainage system improvements, storm water storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Permanent Limited Drainage Facility Easement Storm Sewer shall be exclusive, except for: (1) the Dedicated 15' Pedestrian, Bicycle, Access and Maintenance Easement area dedicated to the Village on this Certified Survey Map with respect to the same area or any portion thereof; (2) the Owner's use, planting and irrigating, care and maintenance of the Limited Drainage Facility Easement area on Lot 1, as it will not interfere with the improvements, uses and purposes of the Village; (3) the Dedicated 20' General Utility Easement as dedicated on Certified Survey Map No. 2208 and shown on Lot 1 of this Certified Survey Map; (4) the Permanent Limited Drainage Facility Easement as dedicated per Document # 1195126 and shown on Lot 1 of this Certified Survey Map and (5) the Lot 1 95th Street emergency access driveway as approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this Dedicated Permanent Limited Drainage Facility Easement and the rights of any other persons or entities with respect to the Dedicated Limited Drainage Facility Easement, the Village's rights under this Easement shall be deemed to be superior.
7. A perpetual nonexclusive easement coextensive with the area shown as a Dedicated 50' x 400' Vision Triangle Easement shown on this CSM is hereby dedicated, given, granted and conveyed by the Owner to the Village in order to maintain a clear sight line of vision at the Highway 31 and 99th Street intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the Wisconsin Department of Transportation.

RESTRICTIVE COVENANTS

1. **TOWNE LAKEVIEW LLC, its successor and its assigns** (referred to as the "Owner") covenants that the Dedicated 30' Wide Sanitary Sewer & Water Main Easement shown on the CSM hereby places restrictions on the use of the referenced land because of the Easement, which was given, granted and conveyed by the previous land Owner to the Village for public sanitary sewer and public water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the LakeView Corporate Park as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, fences, gates, signs, berming or altering of the grades of the land within the Easement area without prior written approval of the Village. The Owner further understands that the Village has allowed for both the placement of an emergency access driveway extending from Lot 1 to 95th Street and certain landscaping within the Easement area per the Village approved Site and Landscaping Plans. In the event that the Village exercises its rights to maintain, repair or replace said public sewer, public water or related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal, restoration and or replacement of said emergency access driveway and landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the land, in their capacity as Owners of this land, and shall benefit and be enforceable by the Village.
2. The Owner hereby covenants that the Dedicated 15' Wide Storm Sewer Easement shown on the CSM hereby places restrictions on the use of the referenced land because of the location of this Easement, which was given, granted and conveyed by the previous land Owner to the Village for public storm water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the LakeView Corporate Park as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, fences, gates, signs, berming or altering of the grade of the land within the Easement area without prior written approval of the Village. The Owner further understands that the Village has allowed for both the placement of an emergency access driveway extending from Lot 1 to 95th Street and landscaping within the Easement area per a Village approved Site and Landscaping Plan. In the event that the Village exercises its rights to maintain, repair or replace said public storm sewer or related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal, restoration and or replacement of said emergency access driveway and landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the land, in their capacity as Owners of this land, and shall benefit and be enforceable by the Village.
3. The Owner hereby covenants that the Dedicated 15' Pedestrian, Bicycle, Access and Maintenance Easement shown on the CSM hereby places restrictions on the use of the referenced land because of the location of this Easement, which was given, granted and conveyed by the Owner to the Village for public pedestrian, walking trail, and bicycle purposes and trail system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the Village as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, signs, fences or gates of any kind placed within the Easement area without prior written approval of the Village. The Owner further understands that the Village has allowed for the placement of an emergency access driveway extending from Lot 1 to 95th Street and landscaping within the Easement area per a Village approved Site and Landscaping Plan. When the Village exercises its rights to construct, maintain, repair or replace said pedestrian and bicycle trail, the Village, shall be responsible for any and all costs associated with the

installation of the pedestrian/bicycle trail, pavement markings and signs related to the trail. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the land, in their capacity as Owners of this land, and shall benefit and be enforceable by the Village.

4. The Owner hereby covenants that the Dedicated Permanent Limited Drainage Facility Easement shown on the CSM hereby places restrictions on the referenced land because of the location of this Easement which was given, granted and conveyed by the previous land Owner to the Village/WI DOT for public storm water purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the 95th Street/Highway 31 intersection as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, fences, gates, signs or altering of the grade of the land within the Easement area without prior written approval of the Village. The Owner further understands that the Village has allowed for both the placement of an emergency access driveway extending from Lot 1 to 95th Street and landscaping within the Easement area per an approved site and landscaping plan on file with the Village. In the event that the Village exercises its rights to maintain, repair or replace said public storm sewer or 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 emergency access driveway and landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the land, in their capacity as Owners of these land, and shall benefit and be enforceable by the Village.

5. The Owner hereby covenants that the Dedicated Vision Triangle Easement shown on this CSM hereby places restrictions on the referenced land because of the location of this Easement which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the State Trunk Highway 31 and 99th Street intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the WI DOT.



RECEIVED
MAY 18 2011
Village of Pleasant Prairie

Filed _____ 20
Fee Paid _____ 20
PC Meeting Date _____ 20
VB Meeting Date _____ 20
Approved _____ 20
Denied _____ 20

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

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

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

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

The property petitioned to be subdivided is located at: Site # 112 @ LakeView Corporate Park
and is legally described as follows: See proposed CSM

Tax Parcel Number(s): 92-4-122-222-0400 (partial)

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

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

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

PROPERTY OWNER: Towne Lakeside LLC (d/b/a Zilber Property Group)

Print Name: Christina

Signature: [Signature]

Address: 9560 58th Place #350
Kenosha WI 53144
(City) (State) (Zip)

Phone: 262-457-7600

Fax: 262-652-6397

Date: 5/17/11

OWNER'S AGENT:

Print Name: N/A

Signature: _____

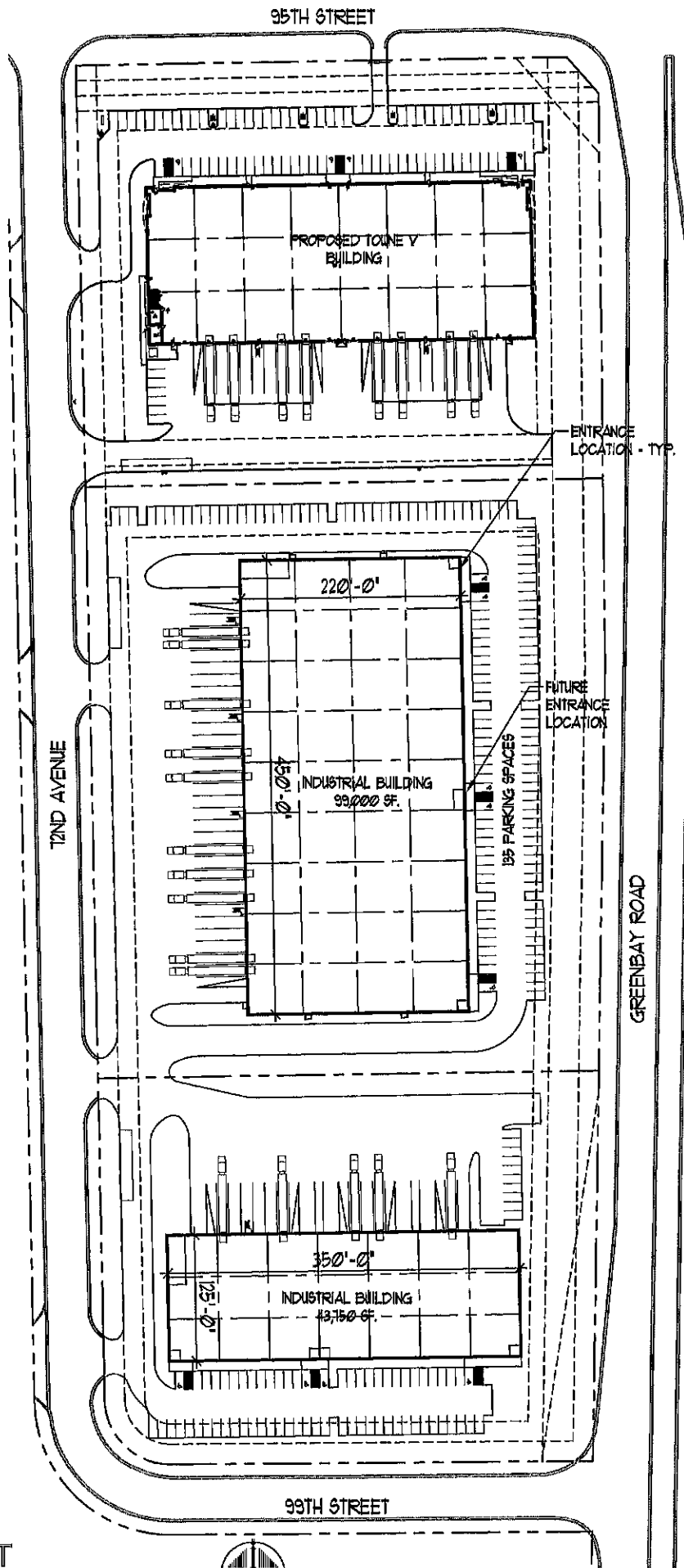
Address: _____

(City) (State) (Zip)

Phone: _____

Fax: _____

Date: _____

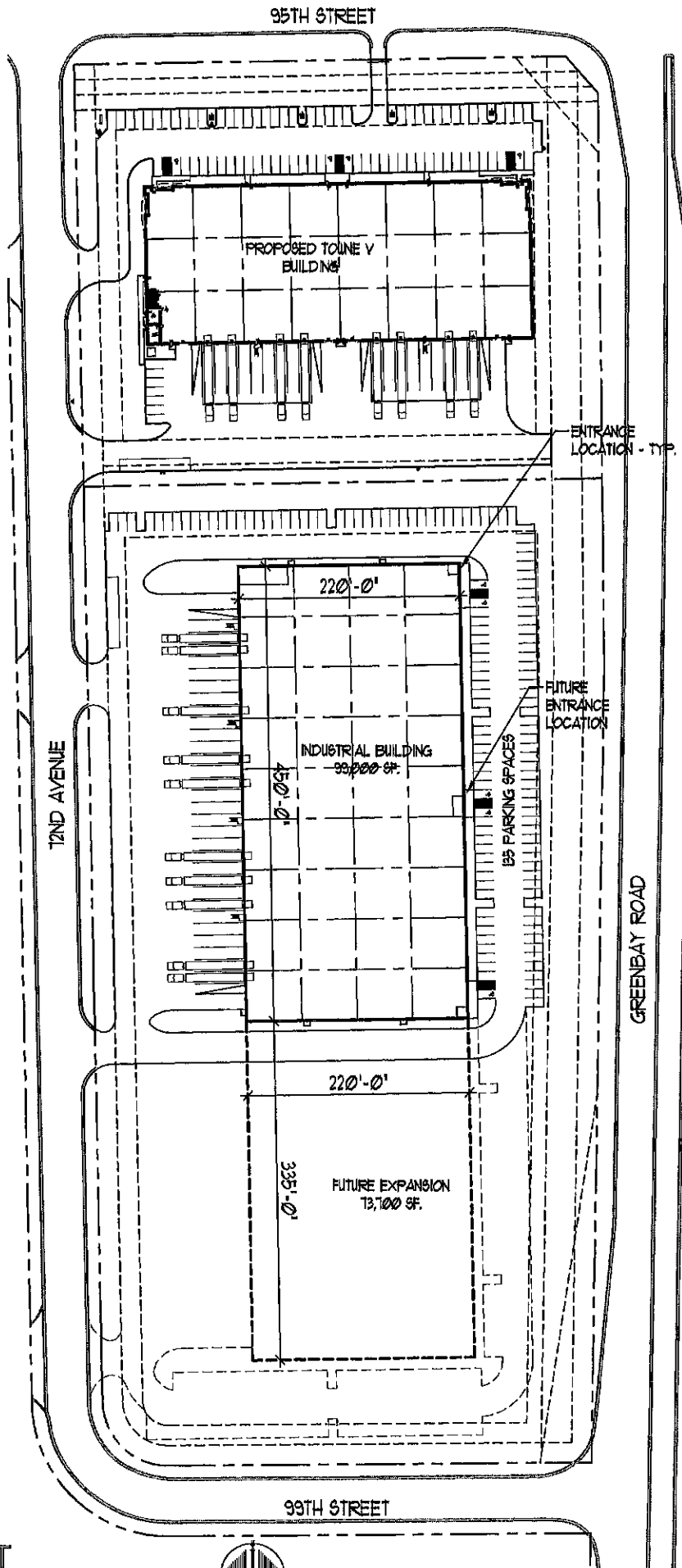


SITE LAYOUT

1" = 150'-0"

© 2011 Partners in Design Architects, Inc.





SITE LAYOUT

1" = 150'-0"

© 2011 Partners in Design Architects, Inc.

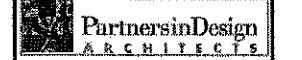


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MILWAUKEE REGIONAL OFFICE
 N22 W22831 NANCY'S COURT SUITE 3
 WAUKESHA, WISCONSIN 53188
 262.613.6868 PHONE | 262.513.1232 FAX
 MADISON | MILWAUKEE
 KENOSHA | APRLETON
 www.jsdinc.com

SERVICES PROVIDED TO:



ZILBER
 PROPERTY GROUPSM

PROJECT:
TOWNE INDUSTRIAL V

PROJECT LOCATION:
 VILLAGE OF PLEASANT PRAIRIE
 KENOSHA COUNTY, WI

JSD PROJECT NO.: 11C4684

SEAL/SIGNATURE:

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

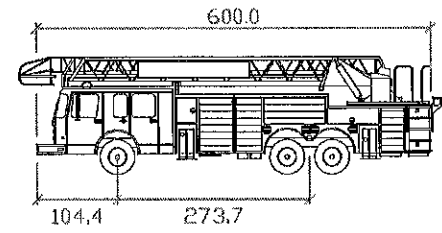
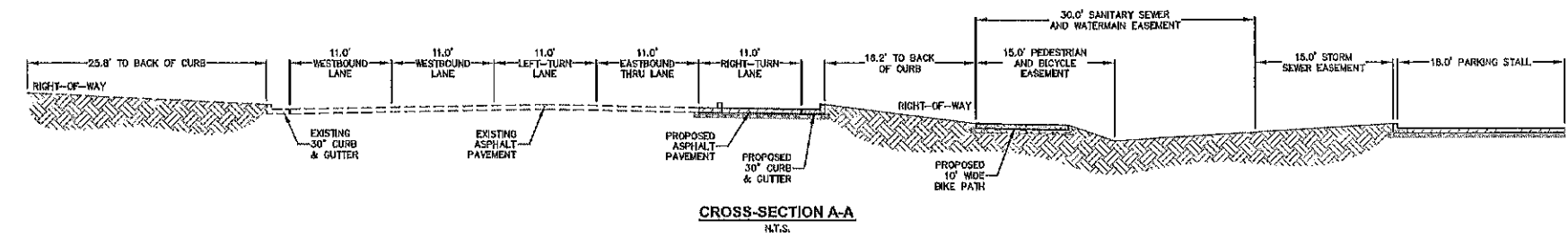
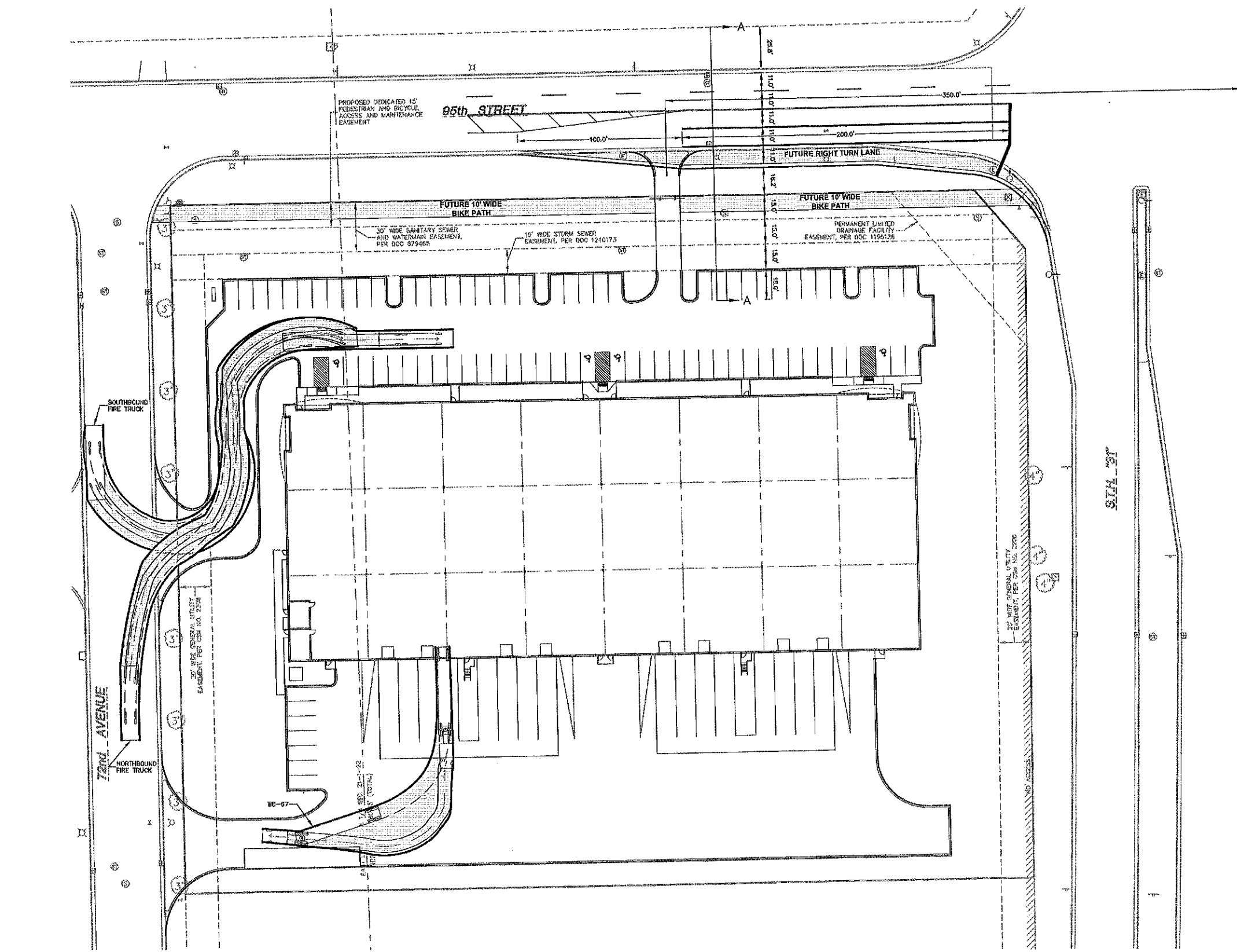
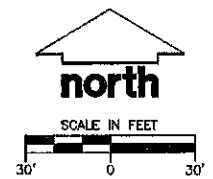
DESIGN:	ARA	08-28-11
DRAWN:	JLS	09-28-11
APPROVED:	ARA	08-28-11

PLAN MODIFICATIONS:	DATE:

DIGGERS & HOTLINE
 Toll Free (800) 242-8511
 Milwaukee Area (414) 253-4811
 Hastings Iron and Tool (800) 642-2289
 www.DiggerHotline.com

SHEET TITLE:
96TH STREET IMPROVEMENTS & TURNING TEMPLATES EXHIBIT

SHEET NUMBER:
EX-1.0



VOFP Fire	Inches
Width	130.5
Track	82.9
Lock to Lock Time	6.0
Steering Angle	39.6

THESE PLANS AND DESIGN ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.

CHIWAUKEE PRAIRIE LAND MANAGEMENT AGREEMENT
BETWEEN THE NATURE CONSERVANCY AND
THE VILLAGE OF PLEASANT PRAIRIE
MAY 2011 – DECEMBER 2015

THIS AGREEMENT is between the Village of Pleasant Prairie (“the Village”) and The Nature Conservancy, a non-profit corporation organized and existing under the laws of the District of Columbia (“the Conservancy”);

WHEREAS, the Village is the owner of approximately ten (10) acres of land shown and legally described in **Exhibit A** attached hereto and incorporated herein by reference (“the Property”); and

WHEREAS, the Conservancy is a non-profit organization dedicated to the preservation, protection, restoration and maintenance of natural areas and ecological systems and the plant and animal species they support for aesthetic, scientific, educational and public awareness purposes; and

WHEREAS, the Property owned by the Village which is adjacent to the Conservancy’s Chiwaukee Prairie Preserve and located south of 116th Street and west of First Court, contains outstanding examples of prairie natural communities supporting plant and animal species that are rare in Wisconsin; and

WHEREAS, the Property and the Preserve are both within the Lake Michigan Watershed in a region commonly referred to as the Chiwaukee Illinois Beach Lake Plain (“Lake Plain”); and

WHEREAS, the Conservancy has, or may have in the future, agreements with the Wisconsin Department of Natural Resources, the Lake County Forest Preserve District, the Illinois Department of Natural Resources, and the University of Wisconsin Parkside (“the Management Cooperators”) to cooperate in the management of the Preserve, and both the Village and the Conservancy desire that such cooperative management also incorporate the Property; and

WHEREAS, the Conservancy has also entered into agreements with the Wisconsin DNR, the Lake County Forest Preserve District, and the United States Fish and Wildlife Service (the Burn Cooperators) to assist each other in conducting prescribed burns within the State of Wisconsin;

NOW THEREFORE, the Village authorizes the Conservancy, along with the Management Cooperators and Burn Cooperators as applicable, to manage the Property referenced above under the following terms and conditions:

1. **TERM.** This Agreement shall be in effect from the 1st day of May, 2011 to the 31st day of December, 2015 unless otherwise terminated as provided for herein.
2. **MANAGEMENT.** The Conservancy and the Management Cooperators shall have the right to manage and maintain the ecological values of the Property by the use of techniques and methods consistent with the preservation, protection and restoration of the natural features and ecological values of the Property. Such ecological management techniques shall specifically include, but are not

limited to: cutting down of brush and trees, especially non-native buckthorn; controlling invasive plants such as crown vetch, sweet clover, thistles and buckthorn by cutting or through the use of herbicides, and seed collecting. The Conservancy and the Management Cooperators may conduct scientific, educational and research programs on the Property.

Prescribed burning may be conducted on the Property by the Conservancy and its Burn Cooperators. The Conservancy, or the Burn Cooperator leading the burn as applicable, shall obtain the proper burn permits and approvals from the Village's Fire & Rescue Department prior to undertaking any prescribed burning activities.

The Conservancy, its employees and volunteers, and its Management Cooperators and Burn Cooperators, as applicable, may enter the Property for the purposes specified above.

Any management or maintenance of the Property done under this provision shall be at the option and expense of the Conservancy, the Management Cooperators, or the Burn Cooperators, as applicable. The Village shall remain liable for all real property taxes and assessments and all other expenses pertaining to ownership of the Property.

3. **RESPONSIBILITY FOR PERSONNEL.** Each party to this Agreement shall be solely responsible for the actions and/or omissions of its own employees and volunteers. As is more specifically described in Conservancy agreements with its Burn Cooperators and Management Cooperators, each Burn Cooperator and Management Cooperator is responsible for the actions and omissions of its own employees and volunteers. Nothing in the Agreement shall be construed as imposing any additional liability on the Village for the acts or omissions of the employees or volunteers of the Conservancy, its Burn Cooperators, or its Management Cooperators.
4. **TERMINATION.** Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party.
5. **PROJECT OFFICERS.** The Parties appoint the following project officers for implementation of this Management Agreement. Communications between the Parties shall be directed to the project officers as set forth below.

The Nature Conservancy
Attention: Pat Morton
Dir. Mukwonago River Watershed Project
N8957 Pickerel Jay Road
East Troy, WI 53120
Telephone: 262/642-7276
pmorton@tnc.org

Village of Pleasant Prairie
Attention: Michael Pollocoff
Village Administrator
9915 39th Avenue
Pleasant Prairie, WI 53158
Telephone: 262/925-6721
mpollocoff@plprairiewi.com

If notice is mailed, it should be effective when deposited in the mail.

The Conservancy may provide e-mail notices to the Village of its schedule for management and associated activities as required pursuant to paragraph 2 of this Agreement. Email notice shall be provided to the following Village personnel:

Michael R. Pollocoff, Village Administrator at
mpollocoff@plprairiewi.com

John Steinbrink Jr., Parks Director at
jsteinbrink@plprairiewi.com and

Jean M. Werbie-Harris, Community Development Director at
jwerbie-harris@plprairiewi.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set below.

THE NATURE CONSERVANCY

By: 
Hannah Spaul

Title: Director of Conservation-Land Mgt.

Date: 4-28-11

VILLAGE OF PLEASANT PRAIRIE

By: 
John P. Steinbrink

Title: Village President

Date: 4-18-11

This document was prepared by:

The Nature Conservancy
Patricia Moran
Mukwonago River Watershed Project Director
N8957 Pickerel Jay Road
East Troy, WI 53120
And
Village of Pleasant Prairie
Jean Werbie-Harris, Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

Legal Description for:
Pleasant Prairie

Those lands being found in the Village of Pleasant Prairie, Township 1 North, Range 23 East of the fourth principle meridian, in the following sections; NW ¼ & SW ¼ section 32 more accurately described as follows:

Parcel 1:

Part of the Chiwaukee Development Company's First Subdivision, All that part of Block 3 north of lots 7 and 8; NW ¼ Section 32, T 1 N, R 23 E; 2.43 AC; Also known as 93-4-123-332-0750.

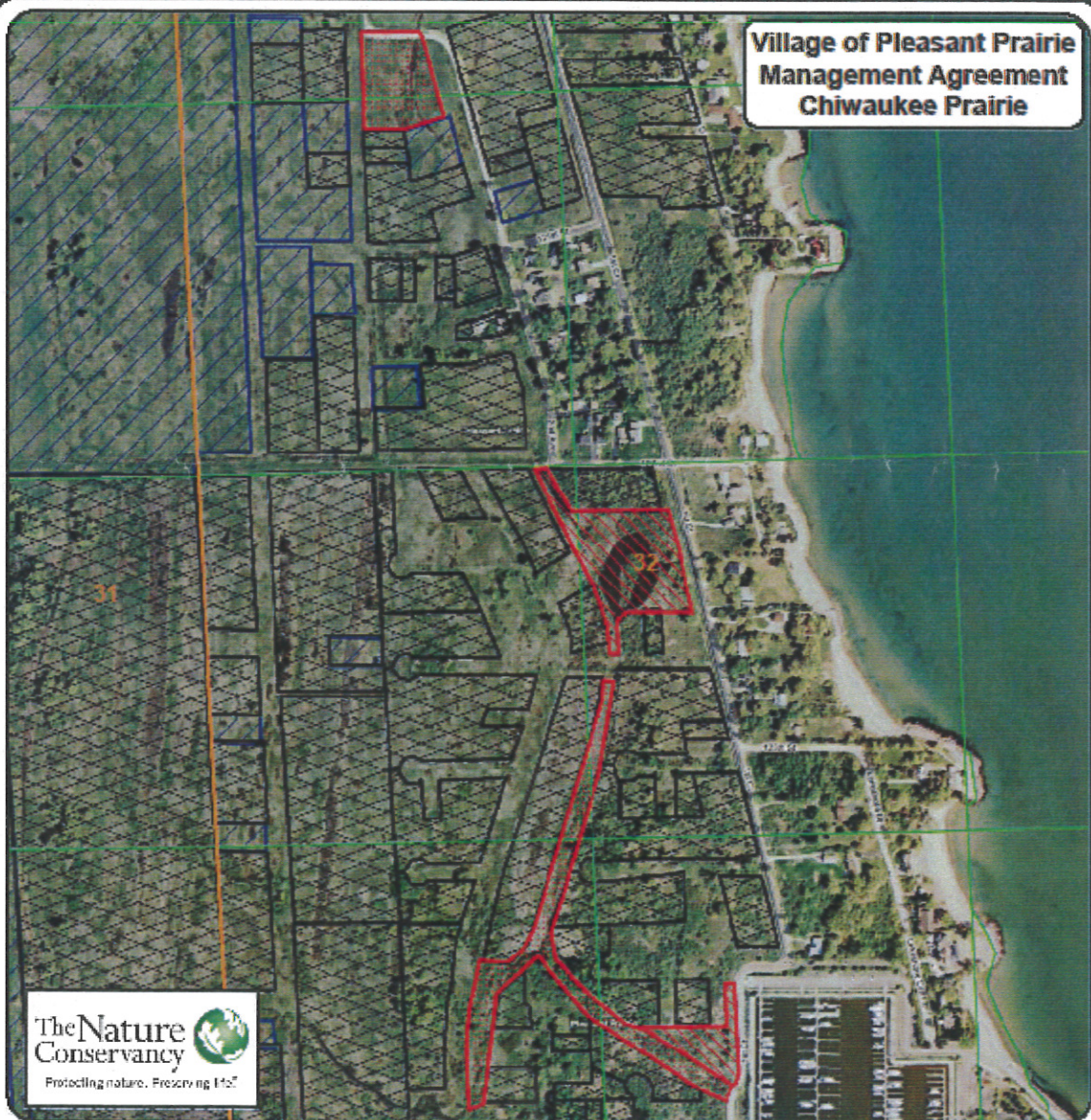
Parcel 2:







Part of the Chiwaukee Development Company's Second Subdivision, That portion of Block 16 Bounded on the north by lot 16 through lot 20, on the west by lot 1 through lot 11, on the south by lot 12 through lot 15, and on the east by 1st Court; 2.5 AC M/L; Also known as 93-4-123-323-1190.

Parcel 3:

Part of the Chiwaukee Development Company's Second Subdivision beginning at the NE corner of lot 1 block 7 that is also a point on the south right-of-way line of 124th Street. Commence in a southwesterly direction along the eastern lot lines of lot 1 through lot 17 of block 7 to the south eastern point of lot 17; then commence ENE along the south lot line of lot 17 for 100.00 feet to a point that is marked by the intersection of the EW corner of lot 17 and 3rd Avenue; then commence in a southerly direction along the east right-of-way line of 3rd Avenue 532.84 feet to the NW corner of lot 1 block 18 of said subdivision; then 55.20 feet in a northeasterly direction to a point on the north lot line of lot 1 being 60 feet west the NE corner of lot 1; then northerly along the west lot lines of lot 4 through lot 8 of block 18 and continuing to the northern most point of lot 9 of block 18; then 282.27 feet southeasterly along the northern lot lines of lots 9 and 10 to the northwest corner of lot 22 of block 18; then in a southeasterly direction for 548.38 feet along the northeast lot lines of lots 22, 23, and lot 27 to the north east corner of lot 27 also being a point on the west right-of-way line of 1st Court; then NE 61.13 feet along the west right-of-way of 1st Court to the southeast corner of lot 15 of block 19 of said subdivision; then northwest 389.00 feet along the south east line of lot 15 to the southeast corner of lot 1 block 19; then west 40.0 feet to the southwest corner of lot 1; then northwesterly 228.97 feet to the SW corner of lot 15 of block 20 of said subdivision; then along the western lot line of lot 20 to the northwest corner of lot 20; then 581.88 feet in a northeasterly direction along the west lot lines of lot 14 of block 20 and lots 11 and 10 of block 21 of said subdivision; then continue 338.80 feet in a northeasterly direction along the western lot lines of lots 8 and 7 of block 22 of said subdivision to the northwest corner of lot 7 and also a point on the south right-of-way of 124th Street; then west along the south right-of-way of 124th Street 66.00 feet to the point of beginning.

**Village of Pleasant Prairie
Management Agreement
Chiwaukee Prairie**

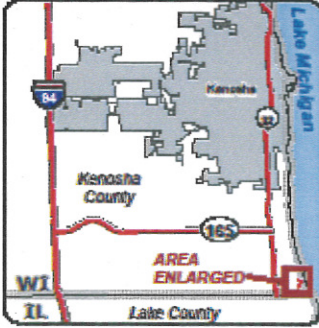


-  Village of Pleasant Prairie - Managed
-  Village of Pleasant Prairie - Non-managed
-  TNC Preserve (Chiwaukee Prairie)
-  UW Parkside
-  Section lines
-  Quarter-quarter sections

The area covered by this management agreement is located in Kenosha County, Wisconsin, Pleasant Prairie Township, T1N-R23E, section 32, as shown on the map above.



March 4, 2011
VillPleasPrairie_manage_chiwi_11.mxd
Exhibit A, page 1 of 1





**CHIWAUKEE PRAIRIE LAND MANAGEMENT AGREEMENT
BETWEEN THE NATURE CONSERVANCY AND
THE VILLAGE OF PLEASANT PRAIRIE
MAY 2011 – DECEMBER 2015
AMENDMENT**

THIS IS AN AMENDMENT TO THAT AGREEMENT between the Village of Pleasant Prairie (“the Village”) and The Nature Conservancy, a non-profit corporation organized and existing under the laws of the District of Columbia (“the Conservancy”) dated April 28, 2011, governing the management of approximately ten (10) acres of Village land adjacent to the Conservancy’s Chiwaukee Prairie Preserve (the “Agreement”).

WHEREAS, the Village and the Conservancy desire to amend the Agreement to clarify their intention that the Agreement apply to the undeveloped roads owned by the Village as well as to the three distinct parcels described in the Agreement;

NOW THEREFORE, for good and valuable consideration, the Village and the Conservancy hereby agree to amend the Agreement as follows:

- 1. Exhibit A, consisting of Pages 4 and 5 of the Agreement, is replaced with, and superceded by, the attached Exhibit A.
- 2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first set below.

THE NATURE CONSERVANCY

VILLAGE OF PLEASANT PRAIRIE

By: _____
Hannah Spaul

By: _____
John P. Steinbrink

Title: Director of Conservation-Land Mgt.

Title: Village President

Date: _____

Date: _____

This document was prepared by:

The Nature Conservancy
Patricia Moran
Mukwonago River Watershed Project Director And
N8957 Pickerel Jay Road
East Troy, WI 53120

Village of Pleasant Prairie
Jean Werbie-Harris, Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

Legal Description for: Pleasant Prairie

Those lands being found in the Village of Pleasant Prairie, Township 1 North, Range 23 East of the fourth principle meridian, in the following sections; NW ¼ & SW ¼ section 32 more accurately described as follows:

Parcel 1:

Part of the Chiwaukee Development Company's First Subdivision, All that part of Block 3 north of lots 7 and 8; NW ¼ Section 32, T 1 N, R 23 E; 2.43 AC; Also known as 93-4-123-332-0750.

Parcel 2:

Part of the Chiwaukee Development Company's Second Subdivision, That portion of Block 16 Bounded on the north by lot 16 through lot 20, on the west by lot 1 through lot 11, on the south by lot 12 through lot 15, and on the east by 1st Court; 2.5 AC M/L; Also known as 93-4-123-323-1190.

Parcel 3:

Part of the Chiwaukee Development Company's Second Subdivision beginning at the NE corner of lot 1 block 7 that is also a point on the south right-of-way line of 124th Street. Commence in a southwesterly direction along the eastern lot lines of lot 1 through lot 17 of block 7 to the south eastern point of lot 17; then commence ENE along the south lot line of lot 17 for 100.00 feet to a point that is marked by the intersection of the EW corner of lot 17 and 3rd Avenue; then commence in a southerly direction along the east right-of-way line of 3rd Avenue 532.84 feet to the NW corner of lot 1 block 18 of said subdivision; then 55.20 feet in a northeasterly direction to a point on the north lot line of lot 1 being 60 feet west the NE corner of lot 1; then northerly along the west lot lines of lot 4 through lot 8 of block 18 and continuing to the northern most point of lot 9 of block 18; then 282.27 feet southeasterly along the northern lot lines of lots 9 and 10 to the northwest corner of lot 22 of block 18; then in a southeasterly direction for 548.38 feet along the northeast lot lines of lots 22, 23, and lot 27 to the north east corner of lot 27 also being a point on the west right-of-way line of 1st Court; then NE 61.13 feet along the west right-of-way of 1st Court to the southeast corner of lot 15 of block 19 of said subdivision; then northwest 389.00 feet along the south east line of lot 15 to the southeast corner of lot 1 block 19; then west 40.0 feet to the southwest corner of lot 1; then northwesterly 228.97 feet to the SW corner of lot 15 of block 20 of said subdivision; then along the western lot line of lot 20 to the northwest corner of lot 20; then 581.88 feet in a northeasterly direction along the west lot lines of lot 14 of block 20 and lots 11 and 10 of block 21 of said subdivision; then continue 338.80 feet in a northeasterly direction along the western lot lines of lots 8 and 7 of block 22 of said subdivision to the northwest corner of lot 7 and also a point on the south right-of-way of 124th Street; then west along the south right-of-way of 124th Street 66.00 feet to the point of beginning.

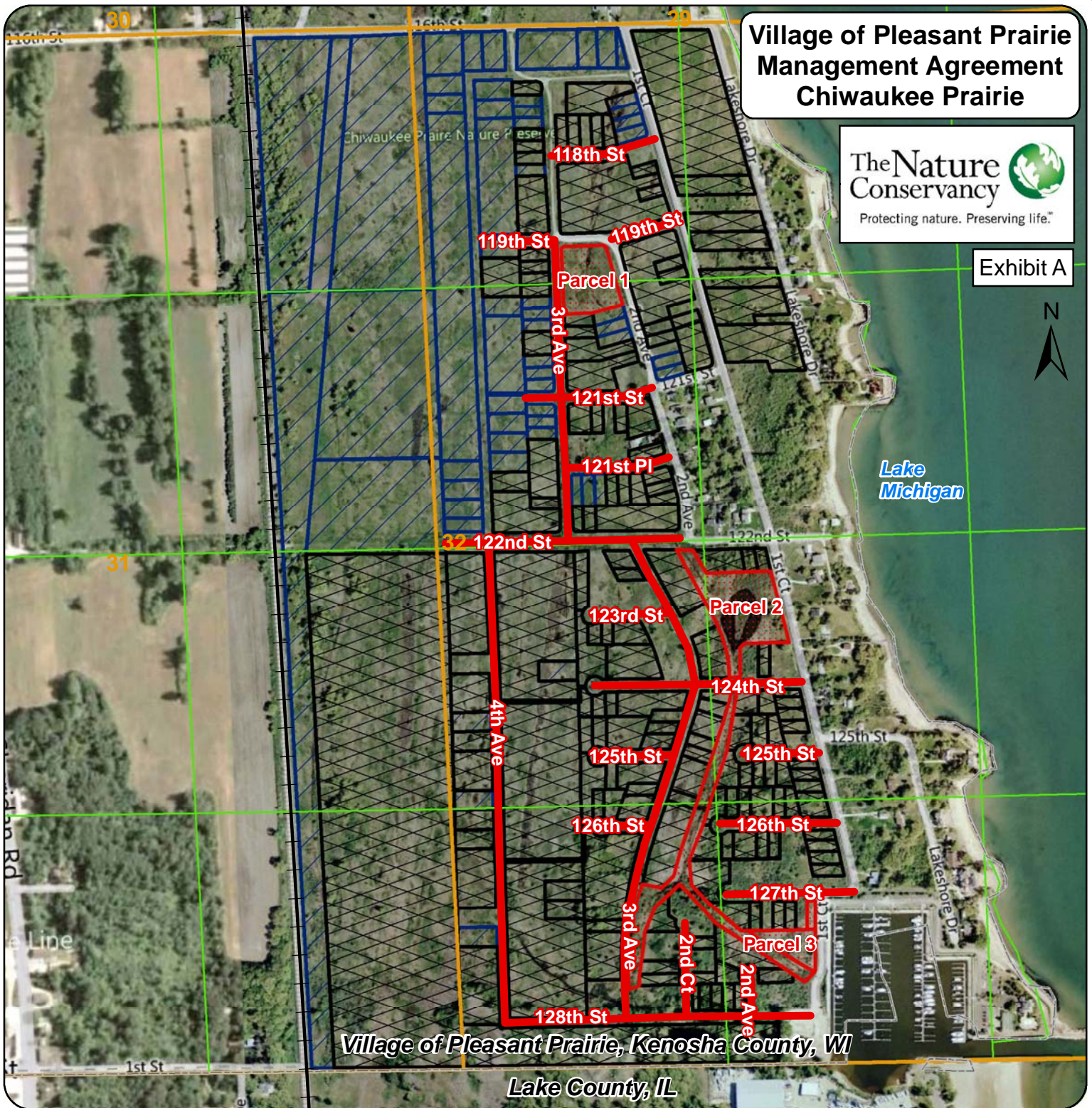
Parcel 4:



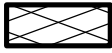




Consisting of the following unimproved Village roads: 118th Street, 119th Street (partial), 121st Street (partial), 121st Place, 122nd Street (partial), 123rd Street, 124th Street, 125th Street (partial), 126th Street, 127th Street, 128th Street, 2nd Avenue, 2nd Court, 3rd Avenue (partial), and 4th Avenue (partial).

Village of Pleasant Prairie Management Agreement Chiwaukee Prairie



Exhibit A



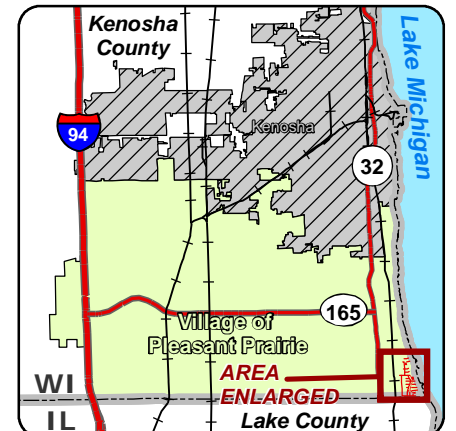
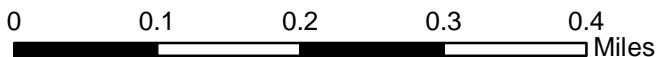
-  Village of Pleasant Prairie: Parcels 1-3
-  Unimproved roads - Parcel 4
-  TNC Preserve (Chiwaukee Prairie)
-  UW Parkside
-  Railroad track
-  Section lines
-  Quarter-quarter sections

The property covered by this Management Agreement is located in the Village of Pleasant Prairie, Kenosha County, Wisconsin as more particularly described on Page 4 of this Agreement. The property consists of three distinct parcels, shown as Parcels 1-3 on the map above. The Management Agreement also covers the unimproved Village roads, shown on the map above, and described as Parcel 4 on Page 4 of the Agreement.

July 6, 2011

VillPleasPrairie_manage_chiwi_11.mxd

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**VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION
RESOLUTION #11-21**

**RESOLUTION TO INITIATE AMENDMENTS TO THE VILLAGE OF PLEASANT PRAIRIE,
WISCONSIN, 2035 COMPREHENSIVE PLAN AND THE VILLAGE ZONING ORDINANCE
RELATED TO THE UPDATE TO THE KENOSHA COUNTY FARMLAND PRESERVATION PLAN**

WHEREAS, the Wisconsin Working Lands Initiative was included as part of the 2009-2011 State Budget which repealed and recreated Wisconsin's Farmland Preservation Program under Chapter 91 of the Wisconsin Statutes and was signed into law as 2009 Wisconsin Act 28. The Act has three main components. First, it updates the State's current Farmland Preservation Program; second, it gives the ability for farmers and local units of government to establish voluntary Agricultural Enterprise Areas; and finally it provides a State program to help with the purchase of agricultural conservation easements, and

WHEREAS, pursuant to section 91.10 of the Wisconsin Statutes, Kenosha County, is authorized to prepare and adopt a Farmland Preservation Plan as defined in Section 91.10(1) of the Wisconsin State Statutes, and

WHEREAS, an agreement exists between Kenosha County and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) for the County to submit a Farmland Preservation Plan to DATCP for certification under section 91.16 of the Wisconsin State Statutes, by December 31, 2011, and

WHEREAS, adoption of a certified Farmland Preservation Plan makes farmers and landowners eligible to participate in the State tax credit program, agricultural enterprise areas and the purchase of agricultural conservation easement program, and

WHEREAS, the Kenosha County Farmland Preservation Plan has been prepared by the Kenosha County Department of Planning & Development with input from, and with the oversight of, the Farmland Preservation Advisory Committee, which included representation from the Village of Pleasant Prairie, and through public open houses and meetings, and

WHEREAS, the Kenosha County Farmland Preservation Plan contains data, maps, goals, objectives and policies required by, and in accordance with section 91.10(1) of the Wisconsin State Statutes; and

WHEREAS, the Village Board of Trustees may initiate a petition for an amendment to the Village Comprehensive Plan pursuant to Chapter 390 of the Village Code of Ordinances; and

WHEREAS, the Village Board of Trustees may also initiate a petition for an amendment of the Zoning Ordinance, which may include rezoning of property, change in Zoning District boundaries, or changes in the text of said Ordinance.

WHEREAS, on December 19, 2010 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan*; and

WHEREAS, pursuant to the Village's 2035 Comprehensive Plan (on page 383) related to Agricultural lands, the Plan states:

"Since the majority of the Village is located within sewer and water urban service areas, Agricultural lands within the Village are only intended to remain in agricultural uses until the property owner wishes to development their land for urban purposes. It is anticipated that these uses will be converted to urban uses by 2035. In 2009, the Village is aware of one (1) property owner that is involved in the Farmland Preservation Program and it is intended that this property will remain in agricultural uses for the next 20 years; however, if the property owner decides to develop this land for urban purposes the Village shall promptly evaluate the land use plan and designate the appropriate land use designation on the property."

furthermore the Plan (on page 403) states:

"Agricultural lands occupy 23.5 acres, or less than 1% of the Village as depicted on the 2035 Land Use Plan Map 9.9. Pleasant Prairie is an urbanizing Village with nearly 77% of the Village located within Sewer Service and Water Service Areas as shown on Maps 5.2

and 5.5 Chapter 5; therefore, the preservation of farmland as a long term use in the Village is not planned. However, the Land Use Plan allows for and encourages the continuation of existing agricultural related activities on lands zoned for such purposes pursuant to the Village Official Zoning Map in accordance with the specific zoning district requirements, including uses such as dairy farming, row crops, pasturelands, plant nurseries, and niche agriculture uses such as orchards, organic farming, and hobby farms. Again the Village does not discourage properties that are currently zoned agricultural to continue farming; however, at the time that property owners wish to develop their land, the 2035 Land Use Plan Map and detailed neighborhood plans as shown in Appendix 9-3 provide the framework for how the land can be developed for urban uses.”

WHEREAS, the Kenosha County Farmland Preservation Plan has been reviewed for consistency with the *Multi-jurisdictional Comprehensive Plan for Kenosha County: 2035* which incorporates the Village of Pleasant Prairie adopted land use planning maps; and

WHEREAS, in accordance with the Village’s 2035 Comprehensive Plan, the Zoning Ordinance (including the text and the map) shall be consistent.

NOW THEREFORE, BE IT RESOLVED, by the Village Plan Commission, as follows:

1. That the Village Board of Trustees hereby initiates and petitions that the Village consider adopting the update to the 1981 Kenosha County Farmland Preservation Plan as a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan and review the Village Zoning Ordinance (text and map) to ensure that the Zoning Ordinance and the Comprehensive Plan remain consistent.
2. That the proposed amendment to the Comprehensive Plan is hereby referred to the Village staff for further study and recommendation and that the staff shall review and make any recommendations to the Zoning Ordinance including any zoning text and zoning map amendments required to ensure that the Zoning Ordinance and the Comprehensive Plan remain consistent.
3. That the public participation plan for the Comprehensive Plan changes included the public meetings and input gathered by Kenosha County during the preparation of the Farmland Preservation Plan update in which the Village Community Development Director was part of the committee to review and provide input. The Village’s public participation plan will also include the required 30-day public notice and the required public hearing pursuant to Chapter 390 of the Village Municipal Code entitled, “Comprehensive Plan” which will be held prior to consideration by the Village Board of Trustees.
4. That the Village Board of Trustees is not, by this Resolution, making any determination regarding the merits of the proposed changes to the Comprehensive Plan and the Zoning Ordinance, but rather, is only initiating the process by which the proposed change in the Zoning Map can be promptly evaluated.

Adopted this 18th day of July 18, 2011.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Date Posted: _____

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #11-22**

**RESOLUTION RELATING TO THE DISCONTINUANCE OF A PORTION OF
103rd STREET BETWEEN 8th AND 11th AVENUES
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a resolution declaring that the public interest requires it.

WHEREAS, the Village of Pleasant Prairie received a request from Marty Johnson, Wildlife Biologist with the Wisconsin Department of Natural Resources (WI DNR) for the discontinuance of a portion of 103rd Street between 8th and 11th Avenues adjacent to land owned by the DNR, which has been designated as a public street and constructed as a rural profile gravel road; and

WHEREAS, the land acquired by the WI DNR extends outside of the original public land acquisition area that was approved in the Southeastern Wisconsin Regional Planning Commission Community Assistance Planning Report No. 88, entitled, "A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach Area of the Town of Pleasant Prairie (Land Use Management Plan)"; and

WHEREAS, the Village of Pleasant Prairie, in recognition of the State purchase of these lands, while not in compliance with the adopted Land Use Management Plan, has not made any public improvements on the referenced 103rd Street proposed to be discontinued; and

WHEREAS, plat of survey and legal description of the public street right-of-way area encompassing the discontinuance has been prepared and is shown on **Exhibit A**; and

WHEREAS, the Village of Pleasant Prairie Plan Commission shall review said legal description and plat of survey and forward a recommendation to the Village Board; and

WHEREAS, the Village Board of Trustees shall set a Public Hearing date to consider the referenced street discontinuance not less than 40 days after the passage of this Resolution.

NOW THEREFORE BE IT RESOLVED that consideration of the street discontinuance is a matter to be decided following a public hearing being held by the Village Board of Trustees at its September 12, 2011 meeting.

Adopted this the 18th day of July 2011.

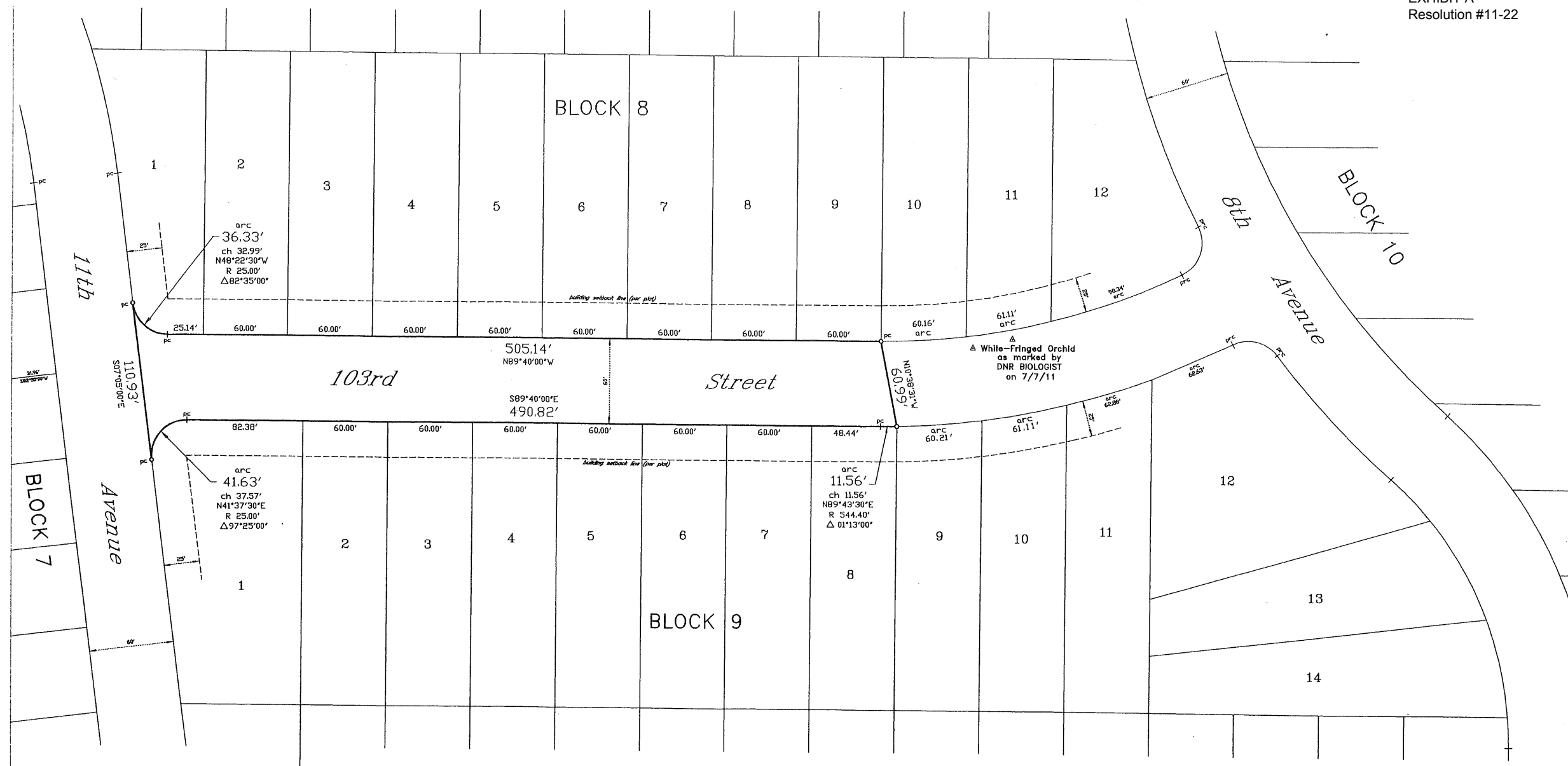
VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____



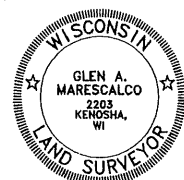
MARESCALCO COUNTYWIDE
SURVEYING, INC.
1120 BOTH STREET
KENOSHA, WI 53143
(262) 654 8809
FAX (262) 654 1120

I hereby certify that
this property was
surveyed under my
direction. This
plat is a true re-
presentation thereof.

[Signature]

Wisconsin Registered
Land Surveyor

August 11, 2010
Revised 7/12/11



Plat of Survey of
THE VACATION OF 103RD STREET
BETWEEN THE EAST LINE 11TH AVENUE AND A LINE
BETWEEN THE SOUTHEAST CORNER OF LOT 9 BLOCK 8
AND THE NORTHWEST CORNER LOT 9 BLOCK 9

CAROL BEACH ESTATES UNIT NO. 7

In NE1/4 Section 19-1-23

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.

-ordered by-
Wisconsin Department of Natural Resources / Marty Johnson

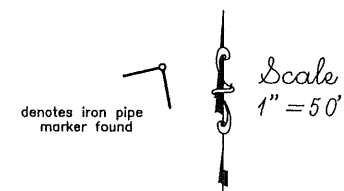
Refer to a current title report for any
easements or restrictions which may
affect this site; specifically those not
shown on the recorded subdivision plat.

Bearings shown hereon refer to the
recorded subdivision plat of CAROL
BEACH ESTATES UNIT NO. 7.

LEGAL DESCRIPTION OF THE VACATION OF 103RD AVENUE BETWEEN THE EAST
LINE OF 11TH AVENUE AND A LINE BETWEEN THE SOUTHEAST CORNER LOT 9 BLOCK
8 AND THE NORTHWEST CORNER OF LOT 9 BLOCK 9 IN CAROL BEACH ESTATES UNIT NO. 7.

Part of the Northeast Quarter of Section 19, Town 1 North, Range 23
East of the Fourth Principal Meridian, lying and being in the Village of
Pleasant Prairie, Kenosha County Wisconsin and lying between BLOCKS 8
and 9 of CAROL BEACH ESTATES UNIT NO. 7, a plat of record and on file at
the Kenosha County Land Registry and being more particularly described
as follows:

Beginning on the south line of 103rd Street, at the northwest corner of LOT 9 of the aforesaid BLOCK 9; thence N10°38'31"W 60.99 feet and to the southeast
corner of Lot 9 of the aforesaid BLOCK 8, said corner is on the north line of 103rd Street; thence N89°40'00"W along and upon the north line of said
103rd Street, 505.14 feet and to a point of curve in said north line; thence northwesterly along and upon the arc of a circular curve concave to the
northeast, 36.33 feet, said curve having a central angle of 82°35'00", a radius of 25.00 feet, a chord which bears N48°22'30"W 32.99 feet and to the
east line of 11th Avenue and the end of said curve; thence S07°05'00"E along and upon the east line of 11th Avenue, 110.93 feet and to
a point of curve in said east line, said point of curve being part of LOT 1 of the aforesaid BLOCK 9; thence northeasterly along and upon
the south line of the aforesaid 103rd Street, said line is the arc of circular curve concave to the southeast, 41.63 feet, said curve
having a central angle of 97°25'00", a radius of 25.00 feet and a chord which bears N41°37'30"E 37.57 feet and to the end of said curve;
thence S89°40'00"E along and upon said south line, 490.82 feet and to a point of curve in said south line; thence northeasterly along and
upon said south line, which line is the arc of a circular curve concave to the north, 11.56 feet, said curve having a central angle of 01°13'00",
a radius of 544.40 feet and a chord which bears N89°43'30"E 11.56 feet and the end of said curve, and the point of beginning. Containing
0.74 acres, more or less. Subject to easements and restrictions of record.



RESOLUTION #11-24

**RESOLUTION AUTHORIZING THE
VILLAGE OF PLEASANT PRAIRIE
TO DISPOSE OF SURPLUS EQUIPMENT**

WHEREAS, the Village of Pleasant Prairie Fire & Rescue Department currently has a 1995 Zodiac Inflatable Boat, Trailer, no Motor, and related loose equipment in their emergency vehicle fleet;

WHEREAS, a new Zodiac Inflatable Boat was purchased in 2010 which replaced the 1995 Zodiac Inflatable Boat, Trailer, no Motor, and related loose equipment in their fleet;

WHEREAS, the 1995 Zodiac Inflatable Boat, Trailer, no Motor, and related loose equipment is no longer capable of performing the work required by the Fire & Rescue Department because of their age, hours of operation and condition; and

WHEREAS, the 1995 Zodiac Inflatable Boat, Trailer, no Motor, and related loose equipment has been replaced and is no longer needed to meet the needs of the Village.

NOW, THEREFORE, BE IT RESOLVED, that the Village Administrator be authorized to transfer auction to the highest and best price the 1995 Zodiac Inflatable Boat, Trailer, no Motor, and related loose equipment.

Passed and adopted this 18th day of July, 2011.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____



Office of the Village
Fire & Rescue Chief
Paul Guilbert, Jr.

To: MICHAEL POLLOCOFF, VILLAGE ADMINISTRATOR
MEMBERS OF THE PLEASANT PRAIRIE VILLAGE BOARD

From: PAUL G. GUILBERT, JR., CHIEF

Date: JUNE 14, 2011

Re: RECOMMENDATION TO PURCHASE: OUTBOARD MOTOR FOR NEW FIRE RESCUE BOAT

Attached is a request to purchase an outboard motor for the recently delivered fire rescue inflatable boat. The boat and motor were approved in the FY 2010 Capital Improvement Program.

We solicited 'government pricing' from two local companies, Yamaha with a distribution center in Pleasant Prairie and BRP (Bombardier) US Inc. (Evinrude), Sturtevant, WI.

Yamaha provided a price of: \$7,262.25

BRP – Evinrude provided a price of: \$4,811.36 and more closely matched our need.

BACKGROUND – Outboard Motor for new Rescue Boat

This proposal is to replace an existing outboard motor, thus providing an outboard motor for the new inflatable rescue boat / trailer. The current boat was purchased in 1995 and an outboard motor was loaned to the Department / Village by Outboard Marine, Waukegan, IL. The motor ultimately became the property of the Department / Village, the result of a loan that became a gift.

SUMMARY: The Fire & Rescue Department has solicited bids from two outboard motor companies that provide 'government pricing'. Upon review of the two bids, it was determined that the most responsive (and low) bid was provided by BRP (Evinrude) of Sturtevant, WI.

For the FY 2010 Capital Program, we had requested and received \$30,389 for the boat, trailer, motor and the rapid deployment craft. The final price for the boat, trailer and rapid deployment craft was: \$25,127, leaving a balance of \$5,262. After purchase of the motor, \$450.64 will remain unspent. That money will be used to purchase a battery, wiring, equipment bags, etc.

RECOMMENDATION:

The Fire & Rescue Department recommends the purchase of one (1) Evinrude 40 HP outboard motor from BRP US Inc. (Evinrude), Sturtevant, WI for the price of \$4,811.36.



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff, Village Administrator

FROM: John Steinbrink, Public Works Director
Vesna Savic, Executive Secretary to the Administrator

DATE: July 13, 2011

SUBJ: Professional Engineering Services Agreement

Village residents in the vicinity of 111th Street and 61st Avenue in the Piche subdivision petitioned the Village to evaluate the causes of flooding in the area. Frequent flooding has occurred which has resulted in road closures and property damage. On September 20, 2010, the Village Board approved a contract with RASmith National to evaluate the causes of the flooding and develop measures to mitigate the problem.

RASmith National surveyed the area and developed alternatives to address the flooding problem. These options were reviewed by the Engineering staff and an alternative that utilizes improved roadside swales and new stormwater piping is recommended along 61st Avenue.

The Engineering Department wishes to move forward with the design of these drainage improvements and RASmith National has provided the attached scope of services.

The work will include:

- a detailed design survey;
- preparation of construction drawings and specifications;
- bidding assistance;
- construction staking;
- construction observation;
- prepare construction record drawings.

The fee for the design work is \$8,300 and the fee for the construction services is \$8,600. I recommend the approval of this contract with RASmith National to complete this work.

June 14, 2011

Mr. Michael Spence, PE, LEED AP
Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158

Re: Proposal for Professional Services
Piche Drainage Design

Dear Mr. Spence:

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

- I. PROJECT NAME: Piche Drainage Design & Construction Related Services
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

Frequent flooding has occurred since 2007 in the vicinity of 111th Street and 61st Avenue in the Piche subdivision. In 2010, R.A. Smith National, Inc. (RASN) investigated the area for the Village and evaluated possible means of mitigating the flooding. Based on these analyses, the Village wishes to move forward with design of stormwater drainage improvements along 61st Avenue. R.A. Smith National proposes to provide the following services:

1. Conduct design survey along the west side of 61st Avenue from 111th Street to approximately 1000 feet south of 113th Street and across the existing drainage way at 11409 South 61st Avenue.
2. Confirm that a combination of roadside swales and culverts in the 61st Street right-of-way will provide sufficient drainage capacity.
3. Meet with the Village staff and affected property owners to present and discuss the proposed project.
4. Prepare construction drawings and specifications for the Village to use in obtaining competitive bids.
5. Submit review set of drawings and bid documents to the Village for review and comment. Respond to Village comments and revise documents as needed.
6. Provide one original set of bid documents to the Village for copying and distribution to bidders.
7. Respond to bidder questions and assist the Village in reviewing bids received.
8. Attend a preconstruction meeting, prepare meeting minutes and distribute to meeting attendees.
9. Provide one location and grade stake and one offset stake for each culvert end or structure. We will also provide construction benchmarks for the Contractor.

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

10. Review shop drawings provided by the Contractor for general compliance with the construction documents.
11. Document abutting site conditions prior to the start of construction.
12. Provide a Project Representative, familiar with the project plans, specifications and regulatory permits, to observe the construction of the storm sewer facilities.
13. Prepare and distribute a Construction Notice to the residents in the immediate construction area. The notice will inform the residents of the expected activities, anticipated construction schedule, and the contact information of the RASN Project Representative for any further questions.
14. Mark removal items, if necessary.
15. Track the quantities of the materials installed on the project and review Payment Applications.
16. Review and make recommendations in reference to contract modifications.
17. Track deviations from the drawings and prepare record drawings reflecting actual construction.

III. COMPLETION SCHEDULE:

We will prepare the construction drawings and bid documents within 8 weeks of authorization. Remaining services will be dependent on the bidding and construction schedule.

IV. PROFESSIONAL FEES:

The above-described services will be provided for on a time and expense basis. We estimate our design services fee to be \$8,300 (tasks 1-7) and construction related services fee to be \$8,600 (tasks 8-17). Usual and customary expenses such as mileage, postage, delivery, printing, telephone charges and applicable taxes will be invoiced at cost. We will bill you monthly with an itemized statement for the time and expenses incurred on the project.

V. ASSUMPTIONS AND CONDITIONS:

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

- A. The hourly rates shown on the Standard Hourly Rate Schedule are subject to change on an annual basis.
- B. The Village will obtain permission for R.A. Smith National staff to access to private properties in the area for reconnaissance and field survey.
- C. While soil borings are not included, we recommend that the Owner undertake a geotechnical investigation of the site. We assume no responsibility for any problems associated with undetermined soil conditions.
- D. The Owner shall advertise and receive bids for the project.

Mr. Michael Spence, PE, LEED AP
Page 3 / June 14, 2011

VI. SERVICES NOT INCLUDED:

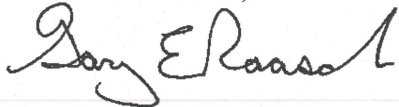
Unless specified elsewhere in this proposal, the following services are not included as part of this project and, therefore, are not reflected in our estimate of fees. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Standard Hourly Rate Schedule, unless other arrangements are agreed upon.

A. Additional or extended services beyond those specifically described in the Scope of Services

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

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Gary E. Raasch, PE, CFM
Senior Water Resources Project Manager

Enclosures

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

- 1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principals and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits...
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT...
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly.
10. The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.
11. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty

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

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

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

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

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Gary E. Raasch, PE, CFM
Senior Water Resources Project Manager

PROFESSIONAL

By: [Signature of Gary E. Raasch]

Date: June 14, 2011

PROJECT: Piche Drainage Design & Construction Related Services

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

Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158

CLIENT

By: _____

Printed Name: _____

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

Title: _____ Date: _____

**STANDARD HOURLY RATE SCHEDULE
2011**

<u>ENGINEERING SERVICES</u>	<u>PER HOUR</u>
Principal-In-Charge	\$181
Division Director	\$157
Senior Project Consultant	\$144
Senior Project Manager	\$129
Project Manager	\$117
Senior Project Engineer	\$117
Project Engineer	\$112
Civil Engineer.....	\$ 78 - \$106
Engineering Technician.....	\$ 56 - \$ 102
Planner.....	\$ 83 - \$ 97
Landscape Architect	\$125
Landscape Technician	\$ 88
Irrigation Designer	\$118
Ecologist	\$ 88 - \$107

SURVEYING SERVICES

Survey Director	\$129
Senior Project Manager	\$117
Project Manager	\$106
2-Member Field Crew GPS/Robotics.....	\$158
Field Person GPS/Robotics	\$113
GPS Equipment	\$ 26
Project Surveyor	\$ 90
Survey Technician	\$ 63 - \$ 85
3D Laser Scan Project Manager	\$ 90
3D Laser Scan Technician.....	\$ 80
2-Member Field Crew w/Scanner	\$250
3-Member Field Crew w/Scanner	\$325

CONSTRUCTION SERVICES

Construction Services Manager	\$123
Construction Technician.....	\$ 66 - \$108

GIS & VISUALIZATION SERVICES

GIS Project Manager	\$103 - \$116
GIS Technician.....	\$ 52 - \$ 91
Visualization Services Manager	\$ 99
Visualization Technician	\$ 83 - \$ 93

IT & ADMINISTRATIVE SERVICES

Computer Services.....	\$134
Grants Specialist.....	\$ 91
Project Technician.....	\$ 63
Litigation/Expert Witness.....	\$204 - \$220



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff, Village Administrator

FROM: Mike Spence, Village Engineer

CC: John Steinbrink, Public Works Director
Vesna Savic, Executive Secretary to the Administrator

DATE: July 13, 2011

SUBJ: Bids for South Kenosha Area Drainage Swale Construction

Sealed bids for the above referenced project were received until 2 p.m. on July 5, 2011, at the Village Hall Auditorium and were publicly opened and read aloud. Copies of the bid tabulation are enclosed for your reference.

The bids were for the South Kenosha Drainage Swale Construction. This is part of the CDBG project for South Kenosha and includes the removal of the drainage piping adjacent to the former Manutronics Building in South Kenosha and the construction of a drainage swale sized to handle the stormwater flows in the area. The work will include clearing and grubbing, excavation, installation of some ancillary drainage piping, apron endwalls, stone landscaping, erosion matting and lawn restoration.

A total of six bids were received for this project. The lowest bid was submitted by Reesman's Excavating & Grading, Inc. of Burlington, WI. in the amount of \$138,399.80. The second low bid was submitted by Native Construction & Landscaping, LLC of Kansasville, WI. in the amount of \$139,470.00. The high bid was submitted by Kenosha Grounds Care, Inc. of Pleasant Prairie in the amount of \$228,454.30.

The engineer's estimate was \$180,00. Reesman is the lowest responsive and responsible bidder. It is my opinion and that of our design engineer (see attached) that the Village award the Contract to Reesman's Excavating and Grading in the amount of \$138,399.80.

Following the formal award by the Village Board, we will prepare the necessary documents for execution by the Village and the Contractor.

July 6, 2011

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

Attn: Mr. Mike Spence
Village Engineer

Re: Letter of Recommendation
South Kenosha Area Drainage Swale
Project No. R10-0007-104

Dear Mr. Spence:

In accordance with your Official Notice to Bidders, sealed bids for the above referenced project were received until 2:00 p.m. on July 5, 2011, at the Village Hall and were publicly opened and read aloud. A copy of the bid tabulation is enclosed for your reference.

A total of six (6) bids were received for this project. The low bid was submitted by Reesman's Excavating & Grading, Inc. of Burlington, Wisconsin, in the amount of \$138,399.80. The second low bid was submitted by Native Construction & Landscaping, LLC of Kansasville, Wisconsin, in the amount of \$139,470.00. The high bid was submitted by Kenosha Grounds Care, Inc. of Pleasant Prairie, Wisconsin, in the amount of \$228,454.30.

We have reviewed the bids and in our opinion, Reesman's Excavating & Grading, Inc. is the lowest responsive and responsible bidder. Therefore, it is our recommendation that the Village award this project to Reesman's Excavating & Grading, Inc. in the amount of \$138,399.80.

Following formal award by the Village, our office will prepare the necessary documents for execution by the Village and the Contractor.

Please contact us if you have any questions regarding this project.

Sincerely,

CRISPELL-SNYDER, INC.



Kristen J. Belan, P.E.
Senior Project Engineer

/pat

Encl: As Noted

Lake Geneva
700 Geneva Pkwy.
P.O. Box 550
Lake Geneva, WI 53147
262.348.5600
FAX 262.348.9979

Milwaukee Regional
W175 N11081 Stonewood Dr.
Suite 103
Germantown, WI 53022
262.250.8000
FAX 262.250.8011

Madison
5315 Wall Street
Suite 165
Madison, WI 53718
608.244.6277

Racine
6011 Durand Ave.
Suite 500
Racine, WI 53406
262.554.8530
FAX 262.554.1503

Fox Valley
P.O. Box 10
Bear Creek, WI 54922
715.752.4620
FAX 715.752.4595



Bid Tabulation

Project Name: South Kenosha Area Drainage Swale
 Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: July 5, 2011
 Time: 2:00 p.m.
 Project No. R10-0007-104

CONTRACTOR				Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105		Native Const & Landscaping, LLC 4835 Vanden Boom Road Kansasville, WI 53139		Wanasek Corp. 29606 Durand Avenue Burlington, WI 53105		Willkomm Exc. & Grdg., Inc. 17108 County Line Union Grove, WI 53182		DK Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158	
BID SECURITY				5% BB	X	5% BB	X	5% BB	X	5% BB	X	5% BB	X
ADDENDUM NO. 1				X		X		X*		X		X	
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	Clearing and Grubbing	LS	1	\$6,005.00	\$6,005.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$2,300.00	\$2,300.00
2	Common Excavation	LS	1	\$32,500.00	\$32,500.00	\$38,500.00	\$38,500.00	\$30,000.00	\$30,000.00	\$42,000.00	\$42,000.00	\$50,000.00	\$50,000.00
3	Remove Storm Sewer Pipe (approx. 980 lin. ft.)	LS	1	\$8,375.00	\$8,375.00	\$9,800.00	\$9,800.00	\$8,500.00	\$8,500.00	\$4,200.00	\$4,200.00	\$18,000.00	\$18,000.00
4	Remove Manhole, Catch Basin or Vault	EA	5	\$270.00	\$1,350.00	\$400.00	\$2,000.00	\$400.00	\$2,000.00	\$660.00	\$3,300.00	\$400.00	\$2,000.00
5	Remove Guardrails	LF	90	\$5.60	\$504.00	\$5.00	\$450.00	\$6.00	\$540.00	\$10.50	\$945.00	\$10.00	\$900.00
6	4" to 8" Tile Lines	LF	60	\$16.00	\$960.00	\$40.00	\$2,400.00	\$35.00	\$2,100.00	\$27.00	\$1,620.00	\$30.00	\$1,800.00
7	Reinforced Concrete Pipe, Class IV, 12"	LF	420	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
8	Reinforced Concrete Pipe, Class IV, 15"	LF	446	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
9	Reinforced Concrete Horizontal Elliptical, Class HE-II, 43" x 68"	LF	84	\$274.00	\$23,016.00	\$220.00	\$18,480.00	\$345.00	\$28,980.00	\$218.00	\$18,312.00	\$300.00	\$25,200.00
10	Reinforced Concrete Horizontal Elliptical, Class HE-II, 48" x 76"	LF	30	\$353.00	\$10,590.00	\$275.00	\$8,250.00	\$380.00	\$11,400.00	\$345.00	\$10,350.00	\$400.00	\$12,000.00
11	Reinforced Concrete Apron Endwall, 15" with Grate	EA	4	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
12	Reinforced Concrete Apron Endwalls, 43" x 68" with Grate	EA	2	\$5,570.00	\$11,140.00	\$5,100.00	\$10,200.00	\$5,000.00	\$10,000.00	\$4,050.00	\$8,100.00	\$4,400.00	\$8,800.00
13	Reinforced Concrete Apron Endwalls, 48" x 76" with Grate	EA	2	\$6,970.00	\$13,940.00	\$7,200.00	\$14,400.00	\$6,500.00	\$13,000.00	\$6,100.00	\$12,200.00	\$5,800.00	\$11,600.00
14	Manhole, 48" Diameter	EA	2	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
15	Catch Basin, 48" Diameter	EA	2	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
16	Stone Landscaping	LF	300	\$37.00	\$11,100.00	\$25.00	\$7,500.00	\$50.00	\$15,000.00	\$45.00	\$13,500.00	\$60.00	\$18,000.00
17	Medium Riprap with Geotextile Fabric	CY	29	\$63.20	\$1,832.80	\$60.00	\$1,740.00	\$65.00	\$1,885.00	\$66.00	\$1,914.00	\$90.00	\$2,610.00
18	Erosion Mat	SY	3,500	\$1.30	\$4,550.00	\$1.50	\$5,250.00	\$1.90	\$6,650.00	\$1.60	\$5,600.00	\$2.00	\$7,000.00
19	Lawn Restoration	LS	1	\$12,537.00	\$12,537.00	\$18,000.00	\$18,000.00	\$4,000.00	\$4,000.00	\$19,000.00	\$19,000.00	\$21,437.00	\$21,437.00
TOTAL - (BASE BID) - ITEMS 1 thru 6, 9, 10, 12, 13, and 16 thru 19, INCLUSIVE...				Total	\$138,399.80	*Total	\$139,470.00	Total	\$141,555.00	Total	\$147,541.00	Total	\$181,647.00

Note: Irregularity - Item 5 - Total Written In Words; Also Math Error In Total. Note: Addendum Acknowledged But Not Submitted With Bid.



Bid Tabulation

Project Name: South Kenosha Area Drainage Swale
Owner: Village of Pleasant Prairie
 Kenosha County, Wisconsin

Bid Date: July 5, 2011
Time: 2:00 p.m.
Project No. R10-0007-104

CONTRACTOR				Kenosha Grounds Care, Inc. 8300 - 88th Avenue Pleasant Prairie, WI 53158									
BID SECURITY				5% BB	\$15,250.00 BB	5% BB	5% BB	5% BB	5% BB	5% BB	5% BB	5% BB	5% BB
ADDENDUM NO. 1				X*									
No.	Item	Unit	Qty	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	Clearing and Grubbing	LS	1	\$3,900.00	\$3,900.00								
2	Common Excavation	LS	1	\$82,695.00	\$82,695.00								
3	Remove Storm Sewer Pipe (approx. 980 lin. ft.)	LS	1	\$23,000.00	\$23,000.00								
4	Remove Manhole, Catch Basin or Vault	EA	5	\$500.00	\$2,500.00								
5	Remove Guardrails	LF	90	\$4.60	\$414.00								
6	4" to 8" Tile Lines	LF	60	\$10.00	\$600.00								
7	Reinforced Concrete Pipe, Class IV, 12"	LF	420	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
8	Reinforced Concrete Pipe, Class IV, 15"	LF	416	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
9	Reinforced Concrete Horizontal Elliptical, Class HE-II, 43" x 68"	LF	84	\$264.00	\$22,176.00								
10	Reinforced Concrete Horizontal Elliptical, Class HE-II, 48" x 76"	LF	30	\$555.00	\$16,650.00								
11	Reinforced Concrete Apron Endwall, 15" with Grate	EA	4	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
12	Reinforced Concrete Apron Endwalls, 43" x 68" with Grate	EA	2	\$4,200.00	\$8,400.00								
13	Reinforced Concrete Apron Endwalls, 48" x 76" with Grate	EA	2	\$7,200.00	\$14,400.00								
14	Manhole, 48" Diameter	EA	2	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
15	Catch Basin, 48" Diameter	EA	2	Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1		Item Deleted per Addendum No. 1	
16	Stone Landscaping	LF	300	\$39.00	\$11,700.00								
17	Medium Riprap with Geotextile Fabric	CY	29	\$81.70	\$2,369.30								
18	Erosion Mat	SY	3,500	\$1.40	\$4,900.00								
19	Lawn Restoration	LS	1	\$34,750.00	\$34,750.00								
TOTAL - (BASE BID) - ITEMS 1 thru 6, 9, 10, 12, 13, and 16 thru 19, INCLUSIVE...				*Total	\$228,454.30	Total	Total	Total	Total	Total	Total	Total	Total

Note: Addendum Included, But Not Signed; Math Errors, Bid Items #4 and #17.



Bid Tabulation - Schedule of Supplemental Unit Prices

Project Name: South Kenosha Area Drainage Swale
Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: July 5, 2011
Time: 2:00 p.m.
Project No. R10-0007-104

CONTRACTOR			Reesman's Exc. & Grdg., Inc. 28815 Bushnell Road Burlington, WI 53105	Native Const & Landscaping LL 4835 Vanden Boom Road Kansasville, WI 53139	Wanasek Corp. 29606 Durand Avenue Burlington, WI 53105	Willkomm Exc. & Grdg., Inc. 17108 County Line Union Grove, WI 53182	DK Contractors, Inc. 11013 - 122nd Street Pleasant Prairie, WI 53158
No.	Item	Unit	Price	Price	Price	Price	Price
Utility Construction - General:							
1	Rock excavation.	CY	\$200.00	\$300.00	\$375.00	\$500.00	\$500.00
2	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$25.00	\$50.00	\$32.00	\$75.00	\$60.00
3	Granular backfill, ordered to replace excavated material backfill, including disposal of excavated material.	CY	\$15.00	\$45.00	\$25.00	\$50.00	\$25.00
4	Excavated material backfill, ordered to replace granular backfill, deduct.	CY	\$5.00	\$4.00	\$5.00	\$4.00	\$10.00
5	Slurry backfill, ordered to replace granular backfill.	CY	\$55.00	\$100.00	\$72.00	\$100.00	\$100.00
6	Reinforced concrete beam, to support underground structures.	LF	\$500.00	\$100.00	\$300.00	\$500.00	\$50.00
7	Erosion bales.	EA	\$20.00	\$10.00	\$20.00	\$25.00	\$10.00

Bid Tabulation - Schedule of Supplemental Unit Prices

Project Name: South Kenosha Area Drainage Swale
 Owner: Village of Pleasant Prairie
Kenosha County, Wisconsin

Bid Date: July 5, 2011
 Time: 2:00 p.m.
 Project No. R10-0007-104

CONTRACTOR		Kenosha Grounds Care, Inc. 8300 - 88th Avenue Pleasant Prairie, WI 53158				
No.	Item	Unit	Price	Price	Price	Price
Utility Construction - General:						
1	Rock excavation.	CY	\$33.00			
2	No. 3 crushed stone, 2 inch size, for unstable trench bottom, including excavation of unsuitable material.	CY	\$40.00			
3	Granular backfill, ordered to replace excavated material backfill, including disposal of excavated material.	CY	\$57.20			
4	Excavated material backfill, ordered to replace granular backfill, deduct.	CY	\$10.20			
5	Slurry backfill, ordered to replace granular backfill.	CY	\$145.00			
6	Reinforced concrete beam, to support underground structures.	LF	\$100.00			
7	Erosion bales.	EA	\$7.00			

RESOLUTION #11-25

**RESOLUTION RELATING TO AMENDMENT
OF THE 2011 BUDGET**

WHEREAS, the Village Board of the Village of Pleasant Prairie, authorizes amendments to the 2011 Budget, and;

WHEREAS, it is necessary to make certain adjustments in departmental budgets prior to the end of the fiscal year, and;

WHEREAS, the Village has obtained unbudgeted federal assistance for the February, 2011 snow storm;

WHEREAS, a budget amendment is necessary to increase budgeted revenue and increase Public Works expenses associated with this assistance, and;

WHEREAS, the 2011 budget in total remains unchanged;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Pleasant Prairie hereby authorizes amendments to the 2011 Budget.

Passed this 18th of July, 2011

John P. Steinbrink, President
Village of Pleasant Prairie

Attest:

Jane M. Romanowski, Village Clerk

Village of Pleasant Prairie
Budget Amendment Request

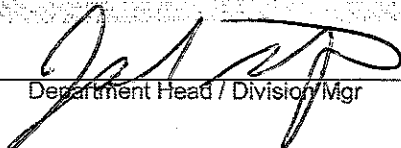
Department Public Works Budget Year 2011
 Request By John Steinbrink Jr Date Requested 06/08/11


Funds Needed		
Account #	Account Description	Amount
100-533111-112	Overtime	15,460.00
100-533111-905	Fleet Internal Service	57,250.00
100-533111-374	Salt	15,750.00
100-533111-261	Meals & Lodging	140.00
100-533111-214	Consultant / Contractual Services	15,070.00
100-533111-110	Wages	1,978.00
		105,648.00

Explanations
Snow Emergency - February, 2011
Snow Emergency - February, 2011
Snow Emergency - February, 2011
Snow Emergency - February, 2011
Snow Emergency - February, 2011
Snow Emergency - February, 2011

Funds Obtained From		
Account #	Account Description	Amount
100-435280-000	Emergency Government Grant	105,648.00
		\$ 105,648.00

Snow Emergency - February, 2011

 6-10-11
 Department Head / Division Mgr Date
 Department Head / Division Mgr Date
 Department Head / Division Mgr Date

Approvals
 6/8/11
 Finance Director Date
 Village Administrator Date
 Village President Date
 Entered By Date

RESOLUTION #11-23

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH AUTHORIZING THE LEVYING OF A SPECIAL ASSESSMENT AGAINST THE BENEFITED PROPERTY AS SECURITY RELATED TO A COLLATERAL AGREEMENT WITH THE VILLAGE OF PLEASANT PRAIRIE AND THE STATE OF WISCONSIN FOR A 1993 TRANSPORTATION ECONOMIC ASSISTANCE RAIL AGREEMENT

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

1. The Governing Body hereby declares its intention to levy a special assessment pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property for authorizing the levying of a special assessment against the benefited property as security related to a collateral agreement with the Village of Pleasant Prairie and the State of Wisconsin for a 1993 Transportation Economic Assistance Rail Agreement.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
 - A. Plans and specifications for the improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A copy of the Agreements with the WI-DOT and Village.
 - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary

resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

Passed and adopted this 18th day of July, 2011.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted:

June 24, 2011

RECEIVED
JUN 27 2011
Village of Pleasant Prairie

Village of Pleasant Prairie
Attn: Ms. Vesna Savic, Executive Secretary
9915 39th Avenue
Pleasant Prairie, WI 53158



1700 Opdyke Court
Auburn Hills, Michigan
48326
(248) 371-3100
(800) 225-6561
(248) 371-3091 fax
www.midwestclaims.com

Re: Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: Village of Pleasant Prairie
Date of Loss: 05/11/2011
Our Claim #: WI8 154262
Claimant: Christopher Bohatkiewicz
Claimant Carrier: Progressive; Attn: Valerie Blanchard
PO Box 512929; Los Angeles, CA 90051
Carrier Claim #: 114619893

Dear Ms. Savic:

Midwest Claims Service, Inc. is the claims administrator for the League of Wisconsin Municipalities Mutual Insurance who provides the insurance coverage for the Village of Pleasant Prairie. We have received notice of the above-stated claim in which the claimant alleges her vehicle was damaged as a result of a construction project on I-94. The incident occurred May 11, 2011.

We have completed our investigation of this claim and recommend that the Village of Pleasant Prairie deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to 6 months.

The basis of this denial should be that there is no negligence on behalf of the Village of Pleasant Prairie. We have completed our investigation of this claim and have made a determination that this area is not within the jurisdiction of the Village. The project in this area is under the jurisdiction of the State. The claimant may attempt to bring a claim against the at fault party.

Please send your denial letter directly to the claimant representative at the above-stated address. Your denial should be sent certified or registered mail (restricted) and must be received within 120 days after you received the claim. Please send a copy of your denial to our address as stated above. If you have any further questions, please feel free to call me at 1-800-225-6561 x3099.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Fike', written over a horizontal line.

Shannon Fike
Claims Adjuster

cc: R&R INSURANCE

PROGRESSIVE*

Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

6/7/2011 2:20:00 PM

Certified Mail 91 7108 2133 3934 2081 5594 Return Receipt Requested

VILL AGE CLERK'S OFFICE
VILLAGE HALL
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158

Your Client: CITY OF PLEASANT PRAIRIE
Your Claim Number: UNKNOWN
Our Insured: CHRISTOPHER BOHATKIEWICZ
Our Claim Number: 114619893
Amount Subject to Reimbursement: 682.28
Amount of Insured's Deductible: 500.00

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

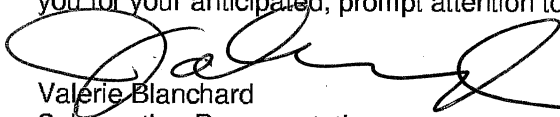
Location of Loss: I-94 & EXIT 350 OR WEIGH STATION

Date and Time of Loss: 5/11/11 - 5:00 PM

Description of Loss: Our name insured's 2004 Toyota Solara was traveling on I - 94 through a construction zone in the City of Pleasant Prairie when an orange barrel rolled into the path of our insured's vehicle. Our name insured attempted to take evasive action by applying her brakes, but could not avoid striking the barrel head on. The orange barrel caused damage to the right front of our insured's vehicle.

Please make your draft payable to Artisan and Truckers Casualty Co as subrogee of "CHRISTOPHER BOHATKIEWICZ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.


Valerie Blanchard
Subrogation Representative
Artisan and Truckers Casualty Co
Tel. 877-818-0139 Ext 37519
Fax. 888-781-6947
Email: Valerie_Blanchard@progressive.com

RECEIVED
JUN 13 2011

Village of Pleasant Prairie

MEMORANDUM

TO: Village Board Members
FROM: Michael R. Pollocoff, Executive Director
Community Development Authority
DATE: July 12, 2011
RE: Community Development Authority Reappointments

I recommend the following reappointments to the Community Development Authority:

<u>Name</u>	<u>Term</u>
John Steinbrink 8640 88 th Avenue Pleasant Prairie, WI	August 5, 2012
Monica Yuhas 11626 47 th Avenue Pleasant Prairie, WI	August 5, 2012
Larry Nelson Bane-Nelson, Inc. 4019 43 rd St. Kenosha, WI 53144	August 5, 2014

* * * * *

**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS**

Period Ending: July 12, 2011

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code**. I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- | | |
|---------------------------|--------------------|
| 1. Brittany E. Dile | thru June 30, 2013 |
| 2. Jennifer L. Justen | thru June 30, 2013 |
| 3. Courtney J. Levandoski | thru June 30, 2013 |
| 4. LaVonna A. Sedlack | thru June 30, 2013 |

Jane M. Romanowski
Village Clerk

**CLERK'S CERTIFICATION OF
RENEWAL BARTENDER LICENSE APPLICATIONS
Period Ending: July 12, 2011**

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for a renewal bartender license, and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code.** I recommend approval of the application for each person as follow:

<u>NAME OF APPLICANT</u>	<u>LICENSE TERM</u>
1. Belinda L. Dile	June 30, 2013
2. Kevin C. Keski	June 30, 2013
3. Jamie L. Maurer	June 30, 2013
4. Tracy D. Rasch	June 30, 2013
5. Kelley L. Regina	June 30, 2013
6. Patricia A. Remington	June 30, 2013
7. Julie N. Schnuckel	June 30, 2013
8. Mary E. Sheffield	June 30, 2013
9. Matthew D. Shupe	June 30, 2013
10. James E. Sinnen	June 30, 2013
11. Richard M. Stiles	June 30, 2013
12. Caitlin B. Zelms	June 30, 2013

NOTE: ALL LICENSEES LISTED ABOVE HAVE SUBMITTED RENEWAL APPLICATIONS AND THE POLICE DEPARTMENT HAS SEARCHED ITS RECORDS. FOLLOWING PAST PRACTICE DUE TO THE NUMBER AND TIME REQUIRED, THE RENEWAL APPLICATIONS WERE NOT COPIED FOR THE BOARD MEETING.

Jane M. Romanowski
Village Clerk