

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39<sup>th</sup> Avenue**  
**Pleasant Prairie, WI**  
**September 17, 2012**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – August 30, 2012
5. Public Hearing
  - A. Consider Resolution #12-30 to approve the discontinuance of a portion of 120th Avenue (West Frontage Road) north of 104th Street.
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. Consider Resolution #12-31 restricting vehicular parking along 76<sup>th</sup> Street in the vicinity of Becker Park between 48<sup>th</sup> and 49<sup>th</sup> Avenues.
  - B. Consider renewal of the Class "A" Fermented Malt Beverage license for BP AM/PM located at 10477 120<sup>th</sup> Avenue.
  - C. Consider approval of a Certified Survey Map for KABA Development LLC, owner, to dedicate a portion of 120th Avenue (West Frontage Road) north of 104th Street which was relocated as a part of the IH-94 reconstruction.
  - D. Consider Ordinance #12-32 to include as a component of the Village's Comprehensive Plan an amendment to the Regional Water Quality Management Plan Greater Kenosha Area adopted by the Southeastern Wisconsin Regional Planning Commission in June 2012.

Village Board Agenda  
September 17, 2012

- E. Consider Resolution #12-33 to initiate a zoning text amendment related to the height and building material requirements allowed within the General Manufacturing Districts.
  - F. Consider Resolution #12-32 - Preliminary Resolution declaring intent to exercise special assessment police powers for the final paving in the Whispering Knoll Subdivision.
  - G. Consider approval of a Professional Engineering Services Agreement for staking and construction inspection services for the binder paving for Phase 4B for the Village Green Heights Subdivision.
  - H. Consider reappointments to the Community Development Authority.
  - I. Consider Operator License application on file.
9. Village Board Comments
10. Adjournment.

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

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
August 30, 2012  
6:00 p.m.**

A special working session of the Pleasant Prairie Village Board was held on Thursday, August 30, 2012. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhás, Steve Kumorkiewicz and Mike Serpe. Clyde Allen was excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Dave Mogensen, Interim Police Chief; Jane Romanowski, Village Clerk, and Attorneys Kevin Long and Andrea Fowler. No citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSS THE CREATION OF AN ESCORT LICENSE ORDINANCE.**

Interim Police Chief Mogensen discussed the staff's recommendation to create an Escort License Ordinance in the Village. Attorneys Long and Fowler outlined the first draft of the proposed ordinance and also an additional ordinance amendment to Section 1-4 of the Municipal code relating to violations and penalties. Discussion was held with respect to both ordinances and changes were offered with respect to the exemption and penalty clauses. The two ordinances will be redrafted and considered for adoption at a future board meeting.

- 4. ADJOURNMENT**

**YUHAS MOVED TO ADJOURN THE MEETING; SECONDED BY  
KUMORKIEWICZ; MOTION CARRIED AND MEETING ADJOURNED AT 7:15 P.M.**

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

Public hearing and consideration of **Resolution #12-30** to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street.

**Recommendation:** Plan Commission recommends that the Village Board adopt Resolution #12-30 to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which has been relocated as a part of the IH-94 reconstruction subject to the comments and conditions of the Village Staff Report of September 17, 2012.

Consider approval of the **Certified Survey Map** for KABA Development LLC, owner, to dedicate a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which was relocated as a part of the IH-94 reconstruction.

**Recommendation:** Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the Village Staff Report of September 17, 2012.

## VILLAGE STAFF REPORT OF SEPTEMBER 17, 2012

Public hearing and consideration of **Resolution #12-30** to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street.

Consider approval of the **Certified Survey Map** for KABA Development LLC, owner, to dedicate a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which was relocated as a part of the IH-94 reconstruction.

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

*On August 6, 2012 the Village Board approved Resolution #12-24 to initiate the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) right-of-way north of 104<sup>th</sup> Street, which has been designated as a public right-of-way. This portion of 120<sup>th</sup> Avenue (West Frontage Road) has been reconstructed as part of the IH-94 reconstruction project and the existing right-of-way is no longer required for roadway purposes. Municipal sanitary sewer and water infrastructure that was constructed in said right-of-way to be discontinued would remain with an easement granted to the Village.*

On August 24, 2012 all required property owners were notified via regular mail; and the required Class 3 notice was published in the Kenosha News on August 27, September 3 and September 10, 2012 to notify the public of the Public Hearing being held by the Village Board on September 17, 2012.

The land on both sides of the proposed street discontinuance is owned by KABA Development LLC. Therefore, upon vacation of this portion of 120<sup>th</sup> Avenue the land will be transferred to KABA Development LLC.

In addition to the proposed discontinuance of this portion of the street the Village and KABA are requesting approval of a Certified Survey Map that will dedicate the reconstructed 120<sup>th</sup> Avenue. The area to the north and west of the reconstructed 120<sup>th</sup> Avenue (West Frontage Road) is identified as Lot 1 and the land to the south and east of the reconstructed 120<sup>th</sup> Avenue (West Frontage Road) is identified as Lot 2.

Lot 1 is proposed to be 10.69 acres and Lot 2 is proposed to be 29.48 acres. The required easements for the existing sewer and water infrastructure will be clearly shown on Lot 2.

Prior to the development of Lots 1 and 2, a revised Conceptual Plan shall be submitted and amendments to the Planned Development District No. 1 (PDD-1) may be required. Upon review of the Conceptual Plan amendments to the 2035 Comprehensive Land Use Plan and the Village Zoning Map may also be required prior to the development of the lots.

Recommendations:

Plan Commission recommends that the Village Board adopt Resolution #12-30 to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which has been relocated as a part of the IH-94 reconstruction subject to providing an access and maintenance easement for the existing sanitary sewer and municipal water within the portion of the discontinued roadway (Easement to be included in the CSM).

Plan Commission recommends that the Certified Survey Map be approved subject to the comments above and the following conditions:

1. The following Dedication and Easement provisions shall be added to the CSM:
  1. The fee interest in the area shown as a Dedicated Public Street (120<sup>th</sup> Avenue - West Frontage Road) on this Certified Survey Map (CSM) is hereby dedicated, given, granted and conveyed by KABA Development LLC, (referred to as the "Owner") to the Village of Pleasant Prairie (referred to as the "Village"), its successors and assigns, and successors-in-title as the jurisdictional landowner, the Wisconsin Department of Transportation (the "WI DOT") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike lanes, if required by the Village/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: (1) a nonexclusive easement hereby reserved by the Owner for the lands 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/WI DOT in the area between the roadway and the adjacent property; and for the construction, installation, repair, replacement, maintenance and use of such private driveways in the areas between the roadway and the properties as are approved by the Village/WI DOT and as will not interfere with the public improvements, uses and purposes of the Village/WI DOT (all subject to the rights of the Village/WI DOT to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village/WI DOT under its fee interest in the Dedicated Public Street and the rights of the Owner, or of the future Owners of the properties, or of any future Commercial Owners Association pursuant to the dedication rights retained herein, the rights of the Village/WI DOT shall be deemed to be superior.
  2. A perpetual nonexclusive easement coextensive within a portion of the former vacated 120th Avenue - West Frontage Road area shown as a Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement within Lot 2 on this CSM is hereby being dedicated, given, granted and conveyed by the Owner for public sanitary sewerage system and public water main system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement shall be exclusive, except for the Landowner's use of the land area for parking and driveway purposes and the minor grading, planting and irrigating, care and maintenance of the Dedicated Public Sanitary Sewer and Water Main Easement area as it will not interfere with the public improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to this Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement and the rights of any other persons or entities with respect to the Easement, the Village's rights under this Easement shall be deemed to be superior.

3. Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by the Owner to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
  4. Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by the Owner to the Village for floodplain conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
2. The following Restrictive Covenant shall be added to the CSM
1. KABA Development LLC and its successors and assigns (referred to as the "Owner"), covenants that the Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement shown on this CSM hereby places restrictions on the use of the referenced land because of the location of the underground public sanitary sewer and water main improvements and above ground related appurtenances within the referenced Easement (located within the vacated West Frontage Road (120<sup>th</sup> Avenue) right-of-way, which was given, granted and conveyed by the Owner to the Village for public sanitary sewer and water system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and cleaning, televising and maintenance activities to serve the adjacent lands. The Owner further covenants that there shall be no buildings, structures, fences, gates, signs, berming or altering of the grades of the land within the Easement area without the prior written approval of the Village. At such time that the Village exercises its rights to repair or replace said public sanitary sewer, public water or any 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 any parking lots, parking lot islands, curb and gutter or pavement areas, driveways, landscaping or plantings placed within the Easement area. This Restrictive Covenant shall run with the land, shall be binding upon the Owner(s), its successors and 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 Owner(s) of Lots 1 and 2 of this CSM shall have the obligation of protecting and preserving the Wetland Preservation and Protection, Access and Maintenance Easement area shown on this CSM. Such maintenance shall include without limitation and as needed removing of dead, dying or decayed trees, plant material or evasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No mowing or cutting of the wetlands shall be allowed. No signage or fences shall be erected within the wetlands, which might damage the wetland areas. This covenant shall run with the land, shall be binding upon the Owners of Lots 1 and 2, its successors and assigns and successors-in-title of the land, in their capacity as Owners of any such land, and shall benefit and be enforceable by the Village. The Owners shall perform such maintenance as may be needed, without

compensation, and to the satisfaction of the Village. This covenant will not restrict or prohibit the Owner(s) from seeking and obtaining the required permit and authorization from the appropriate federal or State agencies having jurisdiction to fill or adjust the wetland areas on these lots insofar as the appropriate permits and approvals are obtained from the federal, State or and Village agencies prior to the disturbing any wetlands.

To the extent that the Village performs any such wetland related maintenance activities on behalf of the Owner(s), the Owner(s) of Lots 1 and 2 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

3. The illustrative floodplain line and reference on the CSM shall remain on the CSM with the following revised language::

Existing Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement as Referenced in Document Number 159400 Recorded July 1, 2009.
4. The following shall be labeled on the CSM"
  - "Dedicated Public Street"
  - "Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement"
  - "Dedicated Wetland Preservation and Protection, Access and Maintenance Easement"
  - "Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement"
5. All outstanding taxes and special assessments shall be paid prior to recording the CSM.
6. The CSM shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of the Village Board approval.



**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #12-30**

**RESOLUTION RELATING TO THE DISCONTINUANCE OF A PORTION OF  
120<sup>th</sup> AVENUE (WEST FRONTAGE RD) NORTH OF 104<sup>th</sup> STREET  
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 has initiated the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street, which has been designated as a public right-of-way; and

**WHEREAS**, this portion of 120<sup>th</sup> Avenue (West Frontage Road) has been reconstructed as part of the IH-94 reconstruction project and is no longer required for roadway purposes; and

**WHEREAS**, the adjacent land abutting the proposed portion of 120<sup>th</sup> Avenue (West Frontage Road) to be vacated is owned by KABA Development LLC; and

**WHEREAS**, a plat of survey and legal description of the public street encompassing the discontinuance is attached as **Exhibit A** to this Resolution; and

**WHEREAS**, on August 27, 2012 all required property owners were notified via regular mail; and a Class 3 notice was published in the Kenosha News on August 27, September 3 and September 10, 2012; and

**WHEREAS**, upon vacation of this portion of 120<sup>th</sup> Avenue (West Frontage Road) right-of-way the north half of the vacated street shall be transferred and attached to Tax Parcel Number 91-4-121-244-0401 and the south half shall be transferred and attached to Tax Parcel Number 91-4-121-244-0111 owned by KABA Development LLC.

**WHEREAS**, the Village of Pleasant Prairie Plan Commission reviewed said request at its September 10, 2012 meeting and recommended approval of said discontinuance provided that an easement for the existing public sanitary sewer and water mains is dedicated to the Village in the area being discontinued; and

**WHEREAS**, a Public Hearing to consider said discontinuance was held by the Village Board of Trustees on September 17, 2012.

**NOW THEREFORE BE IT RESOLVED** that a portion of 120<sup>th</sup> Avenue (West Frontage Road) right-of-way located north of 104<sup>th</sup> Street as shown and legally described on **Exhibit A**, which has been designated by the Village of Pleasant Prairie as a public right-of-way shall be discontinued, an easement for the access and maintenance of the existing public sanitary sewer and water main shall be dedicated to the Village in the area being discontinued and the Village shall transfer ownership of said land to the affected property owner(s) by the recording of this resolution at the Kenosha County Register of Deeds office.

**Adopted this 17<sup>th</sup> day of September 2012.**

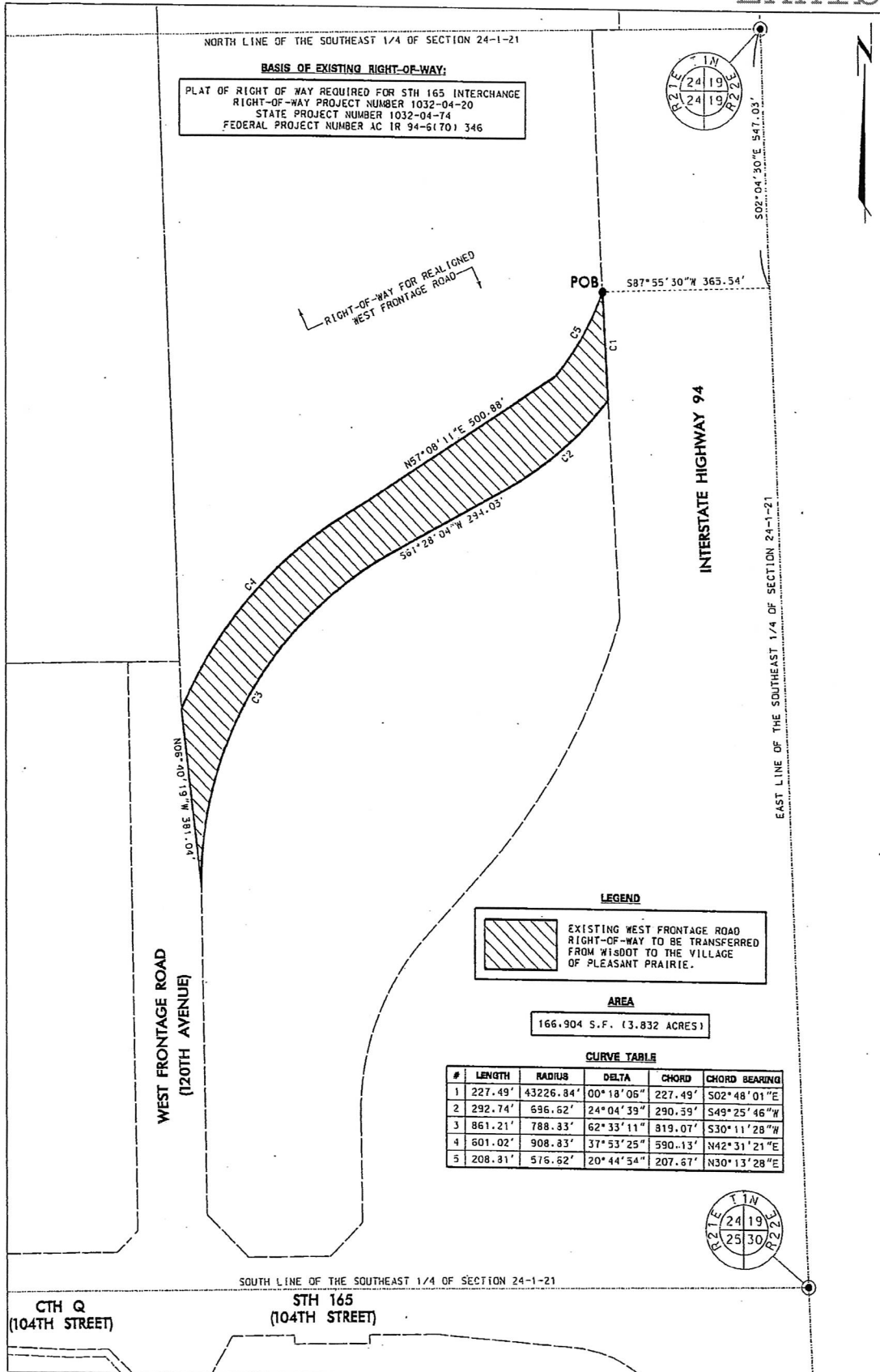
VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

REVISION/PLOT DATE Exhibit Transfer WisDOT to Village.dgn 7/8/09 LMR



**LEGEND**

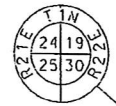
EXISTING WEST FRONTAGE ROAD RIGHT-OF-WAY TO BE TRANSFERRED FROM WISDOT TO THE VILLAGE OF PLEASANT PRAIRIE.

**AREA**

166,904 S.F. (3.832 ACRES)

**CURVE TABLE**

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
1	227.49'	43226.84'	00°18'06"	227.49'	S02°46'01"E
2	292.74'	636.62'	24°04'39"	290.59'	S49°25'46"W
3	861.21'	788.33'	62°33'11"	819.07'	S30°11'28"W
4	601.02'	908.83'	37°53'25"	590.13'	N42°31'21"E
5	208.81'	516.82'	20°44'54"	207.67'	N30°13'28"E



REAL ESTATE TRANSFER: WisDOT TO THE VILLAGE OF PLEASANT PRAIRIE		R08-0007-117
<b>CRISPELL-SNYDER, INC.</b> PROFESSIONAL CONSULTANTS <small>Lake Geneva (608)314-5000 Madison (608)44-5217 Milwaukee (414)259-6000                  Racine (920)561-9500 Fox Valley (920)561-4820</small>	LOCATION: VILLAGE OF PLEASANT PRAIRIE	
	KENOSHA COUNTY, WISCONSIN	
	SCALE: 1"=200'	DATE: JULY 2009
	DRAWN BY: M. RUBENDALL	

**LEGAL DESCRIPTION FOR EXISTING INTERSTATE HIGHWAY 94 WEST  
FRONTAGE ROAD RIGHT-OF-WAY TO BE TRANSFERRED  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**

**FROM:  
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION**

**TO:  
VILLAGE OF PLEASANT PRAIRIE**

Located in the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, Town 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as:

Commencing at the East 1/4 corner of said Section 24; thence South 02°04'30" East, along the East line of said Southeast 1/4, 547.03 feet; thence South 87°55'30" West, 365.54 feet to the West right-of-way line of Interstate Highway 94 and the point of beginning; thence Southerly, 227.49 feet along said West right-of-way line and the arc of a curve whose center lies to the East, whose radius is 43226.84 feet, whose interior angle measures 00°18'06" and whose chord bears South 02°48'01" East, 227.49 feet; thence Southwesterly, 292.74 feet along the arc of a curve whose center lies to the Northwest, whose radius is 696.62 feet, whose interior angle measures 24°04'39" and whose chord bears South 49°25'26" West, 290.59 feet; thence South 61°28'04" West, 294.03 feet; thence Southwesterly, 861.21 feet along the arc of a curve whose center lies to the Southeast, whose radius is 788.83 feet, whose interior angle measures 62°33'11" and whose chord bears South 30°11'28" West, 819.07 feet; thence North 06°40'19" West, 381.04 feet; thence Northeasterly, 601.02 feet along the arc of a curve whose center lies to the Southeast, whose radius is 908.83 feet, whose interior angle measures 37°53'25" and whose chord bears North 42°31'21" East, 590.13 feet; thence North 57°08'11" East, 500.88 feet; thence Northeasterly, 208.81 feet along the arc of a curve whose center lies to the Northwest, whose radius is 576.62 feet, whose interior angle measures 20°44'54" and whose chord bears North 30°13'28" East, 207.67 feet to the point of beginning.

The above-described parcel contains 166,904 square feet (3.832 acres) of land more or less.

**Basis of Existing Right-of-Way:**

*Plat of Right of Way Required for STH 165 Interchange*

*R/W Project Number 1032-04-20*

*State Project Number 1032-04-74*

*Federal Project Number AC IR 94-6(70) 346*

CRISPELL-SNYDER, INC.

Professional Consultants

July 8, 2009

MWR

P.N. R08-0007-117

**RESOLUTION #12-31**

**VILLAGE OF PLEASANT PRAIRIE  
BOARD OF TRUSTEES  
RESOLUTION RESTRICTING VEHICULAR PARKING ALONG 76<sup>TH</sup> STREET  
IN THE VICINITY OF BECKER PARK  
BETWEEN 48<sup>TH</sup> AND 49<sup>TH</sup> AVENUES**

**WHEREAS**, Becker Park is a Neighborhood Park located along 76<sup>th</sup> Street, between 48<sup>th</sup> and 50<sup>th</sup> Avenues in the Midwest Highlands Subdivision; and

**WHEREAS**, like all Village parks, the hours that Becker Park is open to the public is from dawn to dusk; and

**WHEREAS**, the parking of neighboring resident's vehicles along the southeast section of Becker Park, near the baseball diamond, has created parking issues and concerns among area residents; and

**WHEREAS**, in an attempt to resolve these parking issues and concerns, the segment of 76<sup>th</sup> Street, between 48<sup>th</sup> and 49<sup>th</sup> Avenues, has been posted with four (4) signs that state "No Parking Dusk to Dawn", restricting the hours of *nighttime* parking; and

**WHEREAS**, for safety reasons, the Village believes that the parking restriction for the aforementioned segment of 76<sup>th</sup> Street would be better served with signage that restricts parking during *daytime* hours; and

**WHEREAS**, Becker Park contains three (3) large evergreen trees that are located along this segment of 76<sup>th</sup> Street, adjacent to the ball field, which can obstruct the views of park users, especially those using the baseball diamond, who may inadvertently meander between the trees and into the 76<sup>th</sup> Street roadway, creating a potentially dangerous situation; and

**WHEREAS**, the situation of having vehicles parked during the day along this segment of 76<sup>th</sup> Street and adjacent to the ball field and the aforementioned evergreen trees further exacerbates the dangers of the Becker Park patrons, especially those using the baseball diamond, and

**WHEREAS**, in the interest of protecting Village residents and their families, as well as all Becker Park patrons, the four (4) existing "No Parking Dusk to Dawn" signs would better serve the neighboring resident's parking issues and Park patron safety concerns if the signs stated "No Parking Dawn to Dusk", therefore restricting the hours of *daytime* parking.

**NOW THEREFORE, BE IT RESOLVED** by the Village Board of Trustees, that the Village Board hereby orders the conversion of the four (4) signs that currently state "No Parking Dusk to Dawn" to four (4) signs that state "No Parking Dawn to Dusk", thereby restricting daytime parking, which is in the best interest of protecting the health, safety and welfare of the patrons of Becker Park and appropriately regulates the parking of adjacent resident's vehicles.

**Adopted this 17<sup>th</sup> day of September 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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



Office of the Village Clerk  
**Jane M. Romanowski**

August 23, 2012

R & D #IV, Inc.  
Syed Hussain, Agent  
10477 120<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Re: BP AM/PM Class "A"  
Fermented Malt Beverage License

Dear Mr. Hussain:

On August 20, 2012, the Village Board approved an extension of the renewal application for a Class "A" Fermented Malt Beverage License for BP AM/PM at 10477 120<sup>th</sup> Avenue **effective September 1, 2012 through September 17, 2012**. License No. 12-32 is enclosed and is to be posted during this time period.

This extension was granted pursuant to the development of a consent order with respect to the conditional use and illicit discharge violations. The Plan Commission will meet on September 17, 2012 at 1:00 p.m. to discuss the Consent Order; and **subsequently, on September 17, 2012 at 6 p.m. the Village Board will discuss the status of the Class A license**. If you have any questions, call me at (262) 694-1400.

Sincerely,

Jane M. Romanowski  
Village Clerk

Enc.

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

Public hearing and consideration of **Resolution #12-30** to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street.

**Recommendation:** Plan Commission recommends that the Village Board adopt Resolution #12-30 to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which has been relocated as a part of the IH-94 reconstruction subject to the comments and conditions of the Village Staff Report of September 17, 2012.

Consider approval of the **Certified Survey Map** for KABA Development LLC, owner, to dedicate a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which was relocated as a part of the IH-94 reconstruction.

**Recommendation:** Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the Village Staff Report of September 17, 2012.

## VILLAGE STAFF REPORT OF SEPTEMBER 17, 2012

Public hearing and consideration of **Resolution #12-30** to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street.

Consider approval of the **Certified Survey Map** for KABA Development LLC, owner, to dedicate a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which was relocated as a part of the IH-94 reconstruction.

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

*On August 6, 2012 the Village Board approved Resolution #12-24 to initiate the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) right-of-way north of 104<sup>th</sup> Street, which has been designated as a public right-of-way. This portion of 120<sup>th</sup> Avenue (West Frontage Road) has been reconstructed as part of the IH-94 reconstruction project and the existing right-of-way is no longer required for roadway purposes. Municipal sanitary sewer and water infrastructure that was constructed in said right-of-way to be discontinued would remain with an easement granted to the Village.*

On August 24, 2012 all required property owners were notified via regular mail; and the required Class 3 notice was published in the Kenosha News on August 27, September 3 and September 10, 2012 to notify the public of the Public Hearing being held by the Village Board on September 17, 2012.

The land on both sides of the proposed street discontinuance is owned by KABA Development LLC. Therefore, upon vacation of this portion of 120<sup>th</sup> Avenue the land will be transferred to KABA Development LLC.

In addition to the proposed discontinuance of this portion of the street the Village and KABA are requesting approval of a Certified Survey Map that will dedicate the reconstructed 120<sup>th</sup> Avenue. The area to the north and west of the reconstructed 120<sup>th</sup> Avenue (West Frontage Road) is identified as Lot 1 and the land to the south and east of the reconstructed 120<sup>th</sup> Avenue (West Frontage Road) is identified as Lot 2.

Lot 1 is proposed to be 10.69 acres and Lot 2 is proposed to be 29.48 acres. The required easements for the existing sewer and water infrastructure will be clearly shown on Lot 2.

Prior to the development of Lots 1 and 2, a revised Conceptual Plan shall be submitted and amendments to the Planned Development District No. 1 (PDD-1) may be required. Upon review of the Conceptual Plan amendments to the 2035 Comprehensive Land Use Plan and the Village Zoning Map may also be required prior to the development of the lots.

Recommendations:

Plan Commission recommends that the Village Board adopt Resolution #12-30 to approve the discontinuance of a portion of 120<sup>th</sup> Avenue (West Frontage Road) north of 104<sup>th</sup> Street which has been relocated as a part of the IH-94 reconstruction subject to providing an access and maintenance easement for the existing sanitary sewer and municipal water within the portion of the discontinued roadway (Easement to be included in the CSM).

Plan Commission recommends that the Certified Survey Map be approved subject to the comments above and the following conditions:

1. The following Dedication and Easement provisions shall be added to the CSM:
  1. The fee interest in the area shown as a Dedicated Public Street (120<sup>th</sup> Avenue - West Frontage Road) on this Certified Survey Map (CSM) is hereby dedicated, given, granted and conveyed by KABA Development LLC, (referred to as the "Owner") to the Village of Pleasant Prairie (referred to as the "Village"), its successors and assigns, and successors-in-title as the jurisdictional landowner, the Wisconsin Department of Transportation (the "WI DOT") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike lanes, if required by the Village/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: (1) a nonexclusive easement hereby reserved by the Owner for the lands 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/WI DOT in the area between the roadway and the adjacent property; and for the construction, installation, repair, replacement, maintenance and use of such private driveways in the areas between the roadway and the properties as are approved by the Village/WI DOT and as will not interfere with the public improvements, uses and purposes of the Village/WI DOT (all subject to the rights of the Village/WI DOT to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village/WI DOT under its fee interest in the Dedicated Public Street and the rights of the Owner, or of the future Owners of the properties, or of any future Commercial Owners Association pursuant to the dedication rights retained herein, the rights of the Village/WI DOT shall be deemed to be superior.
  2. A perpetual nonexclusive easement coextensive within a portion of the former vacated 120th Avenue - West Frontage Road area shown as a Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement within Lot 2 on this CSM is hereby being dedicated, given, granted and conveyed by the Owner for public sanitary sewerage system and public water main system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement shall be exclusive, except for the Landowner's use of the land area for parking and driveway purposes and the minor grading, planting and irrigating, care and maintenance of the Dedicated Public Sanitary Sewer and Water Main Easement area as it will not interfere with the public improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to this Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement and the rights of any other persons or entities with respect to the Easement, the Village's rights under this Easement shall be deemed to be superior.



3. Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by the Owner to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
  4. Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by the Owner to the Village for floodplain conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.
2. The following Restrictive Covenant shall be added to the CSM
1. KABA Development LLC and its successors and assigns (referred to as the "Owner"), covenants that the Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement shown on this CSM hereby places restrictions on the use of the referenced land because of the location of the underground public sanitary sewer and water main improvements and above ground related appurtenances within the referenced Easement (located within the vacated West Frontage Road (120<sup>th</sup> Avenue) right-of-way, which was given, granted and conveyed by the Owner to the Village for public sanitary sewer and water system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and cleaning, televising and maintenance activities to serve the adjacent lands. The Owner further covenants that there shall be no buildings, structures, fences, gates, signs, berming or altering of the grades of the land within the Easement area without the prior written approval of the Village. At such time that the Village exercises its rights to repair or replace said public sanitary sewer, public water or any 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 any parking lots, parking lot islands, curb and gutter or pavement areas, driveways, landscaping or plantings placed within the Easement area. This Restrictive Covenant shall run with the land, shall be binding upon the Owner(s), its successors and 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 Owner(s) of Lots 1 and 2 of this CSM shall have the obligation of protecting and preserving the Wetland Preservation and Protection, Access and Maintenance Easement area shown on this CSM. Such maintenance shall include without limitation and as needed removing of dead, dying or decayed trees, plant material or evasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No mowing or cutting of the wetlands shall be allowed. No signage or fences shall be erected within the wetlands, which might damage the wetland areas. This covenant shall run with the land, shall be binding upon the Owners of Lots 1 and 2, its successors and assigns and successors-in-title of the land, in their capacity as Owners of any such land, and shall benefit and be enforceable by the Village. The Owners shall perform such maintenance as may be needed, without

compensation, and to the satisfaction of the Village. This covenant will not restrict or prohibit the Owner(s) from seeking and obtaining the required permit and authorization from the appropriate federal or State agencies having jurisdiction to fill or adjust the wetland areas on these lots insofar as the appropriate permits and approvals are obtained from the federal, State or and Village agencies prior to the disturbing any wetlands.

To the extent that the Village performs any such wetland related maintenance activities on behalf of the Owner(s), the Owner(s) of Lots 1 and 2 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

3. The illustrative floodplain line and reference on the CSM shall remain on the CSM with the following revised language::

Existing Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement as Referenced in Document Number 159400 Recorded July 1, 2009.
4. The following shall be labeled on the CSM"
  - "Dedicated Public Street"
  - "Dedicated Public Sanitary Sewer and Water Main, Access and Maintenance Easement"
  - "Dedicated Wetland Preservation and Protection, Access and Maintenance Easement"
  - "Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement"
5. All outstanding taxes and special assessments shall be paid prior to recording the CSM.
6. The CSM shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of the Village Board approval.

# DRAFT

## CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

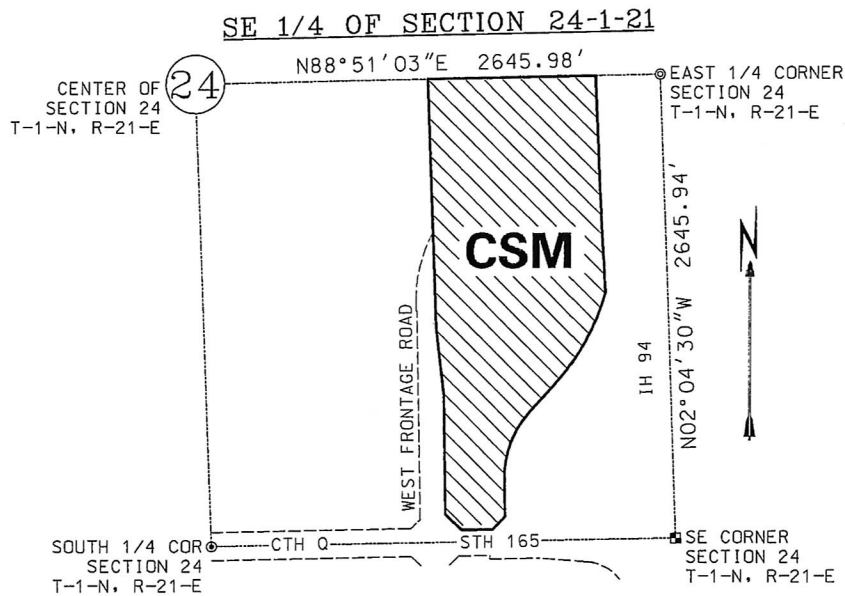
**PREPARED FOR:**  
VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WISCONSIN 53158

**OWNED BY:**  
KABA DEVELOPMENT, LLC  
600 52ND STREET, SUITE 120  
KENOSHA, WISCONSIN 53140

### NOTES:

EXISTING PARCEL ID NO.'S: 91-4-121-244-0111 & 91-4-121-244-0401  
WETLAND DELINEATION CONDUCTED BY HEY AND ASSOCIATES, SEPTEMBER 6, 2006 AND REVISED ON SEPTEMBER 28, 2006  
ARMY CORPS OF ENGINEERING CONCURRENCE OBTAINED MARCH 9, 2007  
MONUMENT DIMENSIONS ARE "OUTSIDE DIAMETER"  
SEE SHEETS 2 THRU 4 FOR DETAILS  
SEE SHEETS 5 THRU \_\_\_ FOR DEDICATIONS, EASEMENTS AND RESTRICTIVE COVENANTS

RECORDING DATA



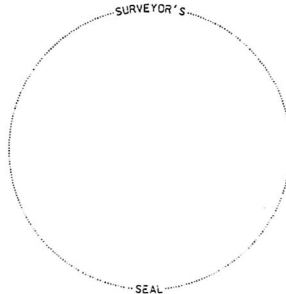
## LOCATION MAP

1" = 800'

### DATUM

HORIZONTAL DATUM: WISCONSIN STATE PLANE  
COORDINATE SYSTEM GRID, SOUTH ZONE, NAD 1927

BEARING BASIS: GRID NORTH AND THE NORTH LINE  
OF THE SOUTHEAST 1/4 OF SECTION 24-1-21  
WHICH BEARS N88°51'03"E



BRUCE E. FREDRICKSON

WISCONSIN REGISTERED LAND SURVEYOR, S-2406



**CRISPELL-SNYDER, INC.**

PROFESSIONAL CONSULTANTS

700 GENEVA PARKWAY / P.O. BOX 550  
LAKE GENEVA, WI 53147  
(262) 348-5600

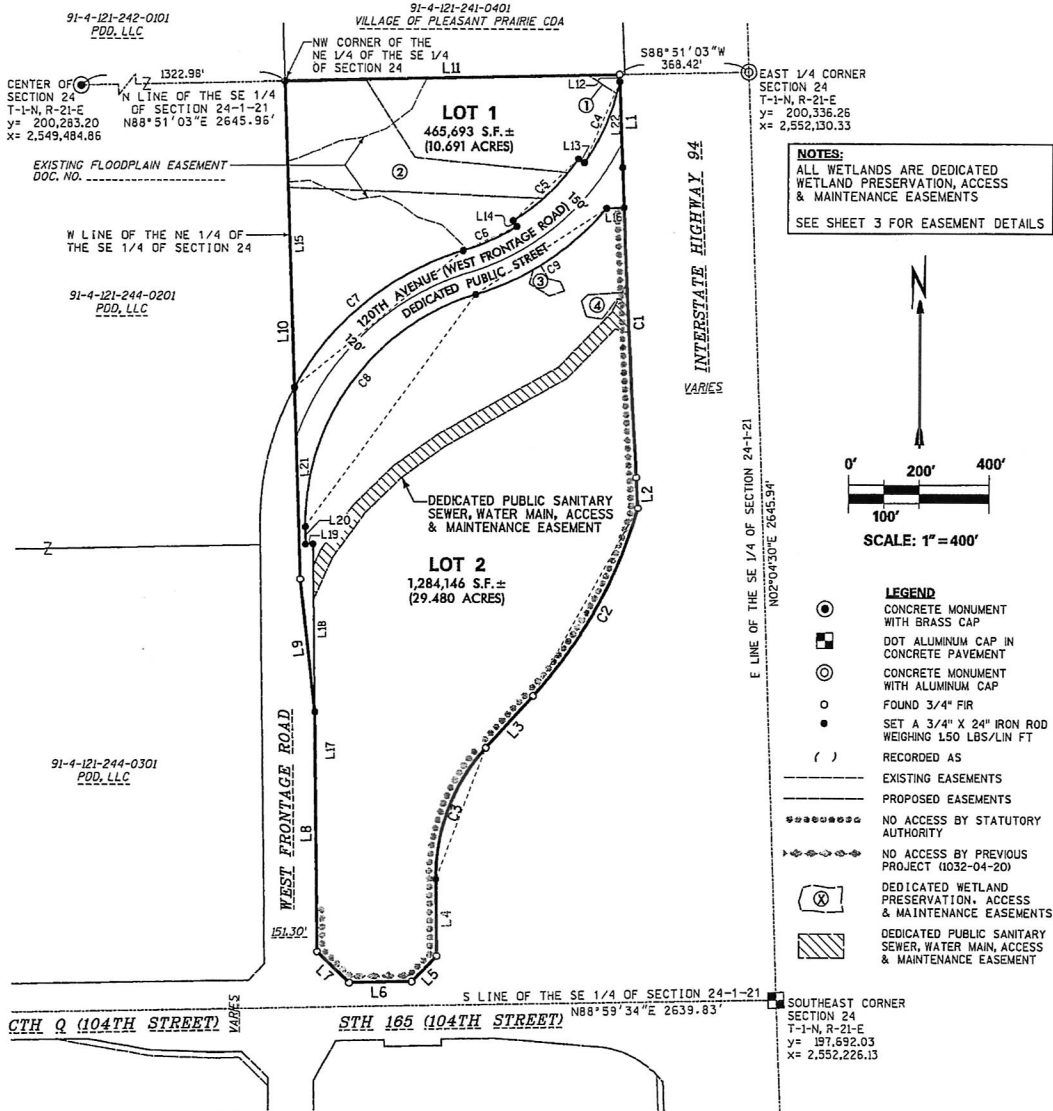
PROJECT NO. R08-0007-117  
2009

SHEET 1 OF \_\_\_ SHEETS

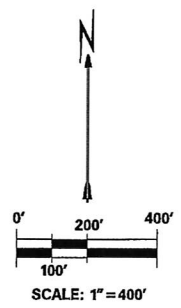
# DRAFT

## CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,  
TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



**NOTES:**  
ALL WETLANDS ARE DEDICATED WETLAND PRESERVATION, ACCESS & MAINTENANCE EASEMENTS  
SEE SHEET 3 FOR EASEMENT DETAILS



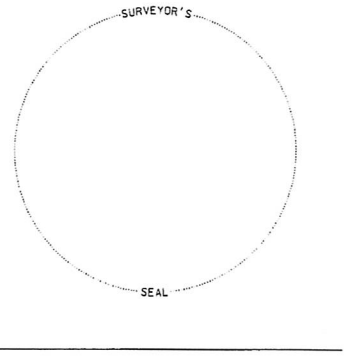
- LEGEND**
- CONCRETE MONUMENT WITH BRASS CAP
  - DOT ALUMINUM CAP IN CONCRETE PAVEMENT
  - ⊙ CONCRETE MONUMENT WITH ALUMINUM CAP
  - FOUND 3/4" FIR
  - SET A 3/4" X 24" IRON ROD WEIGHING 1.50 LBS/LIN FT
  - ( ) RECORDED AS
  - EXISTING EASEMENTS
  - PROPOSED EASEMENTS
  - NO ACCESS BY STATUTORY AUTHORITY
  - NO ACCESS BY PREVIOUS PROJECT (1032-04-20)
  - ⊗ DEDICATED WETLAND PRESERVATION, ACCESS & MAINTENANCE EASEMENTS
  - ▨ DEDICATED PUBLIC SANITARY SEWER, WATER MAIN, ACCESS & MAINTENANCE EASEMENT

**BOUNDARY & LOT LINE TABLE**

#	BEARING	LENGTH	#	BEARING	LENGTH	#	BEARING	LENGTH
1	S02°16'12"E	266.56'	8	N01°05'07"W	684.94'	16	N87°34'39"E	50.00'
2	S03°26'29"E	87.23'	9	N06°40'19"W	381.04'	17	N01°05'07"W	1163.35'
3	S41°53'18"W	200.00'	10	N02°08'34"W	1420.53'	18	N01°05'07"W	478.41'
4	S01°05'07"E	219.17'	11	N88°51'03"E	954.56'	19	S88°55'13"W	21.30'
5	S44°15'39"W	101.19'	12	S02°16'12"E	19.87'	20	N01°05'07"W	49.94'
6	S88°51'16"W	178.02'	13	N55°27'05"W	20.00'	21	N02°08'34"W	545.60'
7	N46°06'56"W	127.21'	14	S31°44'34"E	20.00'	22	S02°16'12"E	246.69'
			15	N02°08'34"W	874.93'			

**BOUNDARY & LOT CURVE TABLE**

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	883.76'	43226.84'	01°10'17"	883.75'	S02°51'21"E	S02°16'12"E	S03°26'29"E
R/W	114.48'	43226.84'	00°09'06"	114.48'	S02°20'45"E	-----	-----
LOT 2	769.28'	43226.84'	01°01'11"	769.28'	S02°55'54"E	-----	-----
2	614.95'	1352.39'	26°03'12"	609.67'	S28°51'42"W	-----	S41°53'18"W
3	410.81'	547.72'	42°58'27"	401.25'	S20°24'05"W	S41°53'18"W	S01°05'07"E
4	254.98'	643.50'	22°42'12"	253.32'	N23°11'50"E	-----	-----
5	258.00'	623.50'	23°42'31"	256.16'	N46°24'11"E	-----	-----
6	168.75'	643.50'	15°01'30"	168.27'	N65°46'11"E	-----	-----
7	632.43'	806.50'	44°55'45"	616.35'	N50°49'04"E	-----	-----
8	878.07'	676.50'	74°22'03"	817.72'	N36°05'55"E	N01°05'07"W	-----
9	452.07'	773.50'	33°29'10"	445.66'	N56°32'21"E	-----	-----

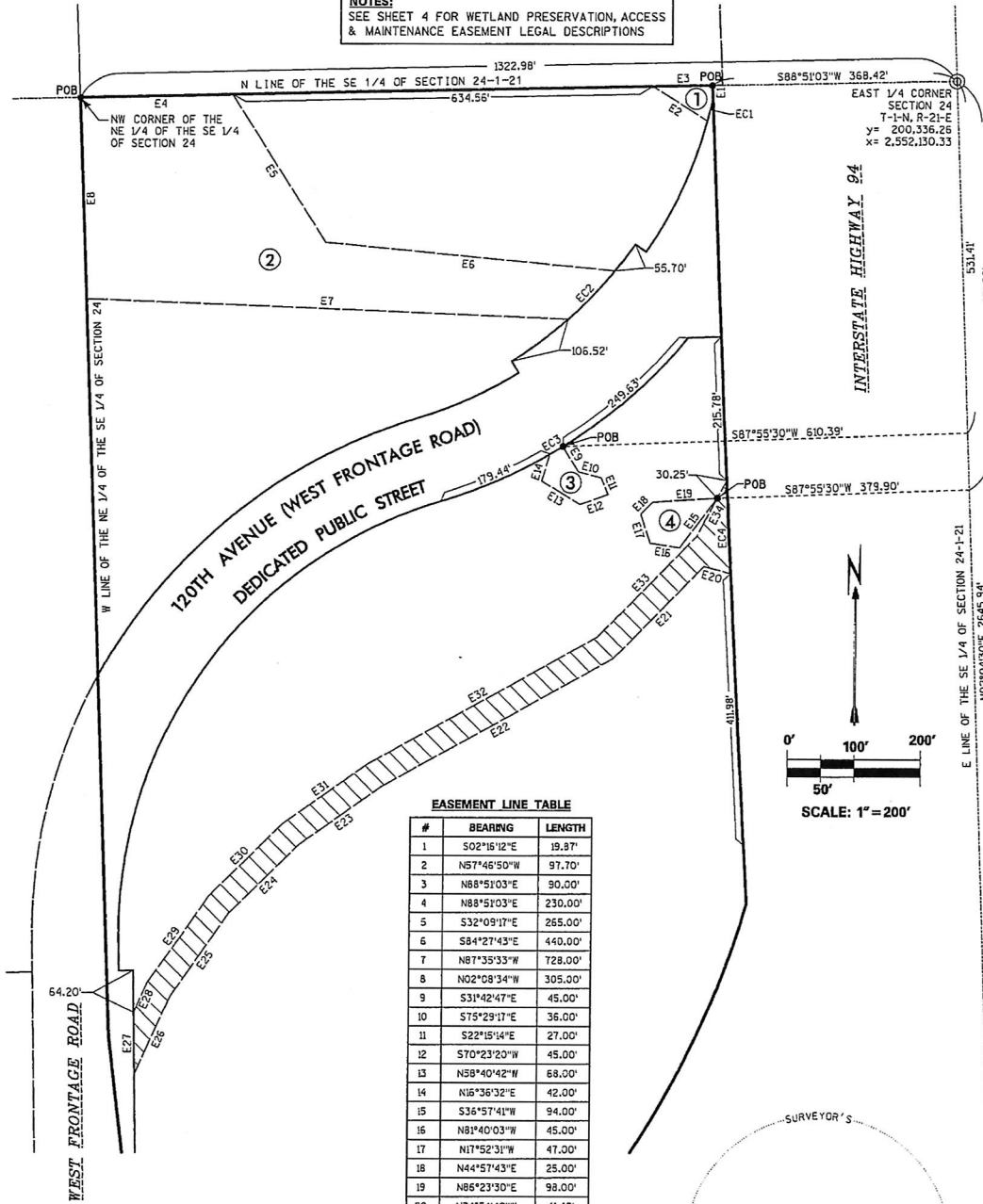


# DRAFT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,  
TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**NOTES:**  
SEE SHEET 4 FOR WETLAND PRESERVATION, ACCESS  
& MAINTENANCE EASEMENT LEGAL DESCRIPTIONS



**EASEMENT LINE TABLE**

#	BEARING	LENGTH
1	S02°16'12"E	19.87'
2	N57°46'50"W	97.70'
3	N88°51'03"E	90.00'
4	N88°51'03"E	230.00'
5	S32°09'17"E	265.00'
6	S84°27'43"E	440.00'
7	N87°35'33"W	728.00'
8	N02°08'34"W	305.00'
9	S31°42'47"E	45.00'
10	S75°29'17"E	36.00'
11	S22°15'44"E	27.00'
12	S70°23'20"W	45.00'
13	N58°40'42"W	68.00'
14	N16°36'32"E	42.00'
15	S36°57'41"W	94.00'
16	N81°40'03"W	45.00'
17	N17°52'31"W	47.00'
18	N44°57'43"E	25.00'
19	N86°23'30"E	98.00'
20	N74°54'40"W	41.40'
21	S44°04'39"W	195.35'
22	S60°50'22"W	398.85'
23	S54°38'32"W	151.00'
24	S45°35'50"W	148.45'
25	S35°12'03"W	152.64'
26	S24°11'37"W	130.59'
27	N01°05'07"W	93.67'
28	N24°11'37"E	49.75'
29	N35°12'03"E	160.13'
30	N45°35'50"E	155.25'
31	N54°38'32"E	156.33'
32	N60°50'22"E	395.12'
33	N44°04'39"E	214.69'
34	N27°35'53"E	95.50'

**EASEMENT CURVE TABLE**

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
EC1	35.00'	643.50'	03°06'59"	35.00'	S13°24'13"W
EC2	61.63'	623.50'	09°19'34"	101.38'	S42°48'20"W
EC3	23.00'	773.50'	01°42'13"	23.00'	S59°08'20"W
EC4	141.53'	43225.84'	00°11'15"	141.53'	S02°48'08"E

- LEGEND**
- CONCRETE MONUMENT WITH ALUMINUM CAP
  - DEDICATED WETLAND PRESERVATION, ACCESS & MAINTENANCE EASEMENTS
  - DEDICATED PUBLIC SANITARY SEWER, WATER MAIN, ACCESS & MAINTENANCE EASEMENT

# DRAFT

## CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,  
TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

### WETLAND 1 PRESERVATION, ACCESS & MAINTENANCE EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 88°51'03" WEST, ALONG THE NORTH LINE OF SAID  
SOUTHEAST 1/4, 368.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 94 AND THE POINT OF BEGINNING; THENCE  
SOUTH 02°18'12" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 19.87 FEET; THENCE SOUTHWESTERLY, 35.00 FEET ALONG THE ARC OF A  
CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 643.50 FEET, WHOSE INTERIOR ANGLE MEASURES 03°06'59" AND  
WHOSE CHORD BEARS SOUTH 13°24'13" WEST, 35.00 FEET; THENCE NORTH 57°46'50" WEST, 97.70 FEET TO THE NORTH LINE OF SAID  
SOUTHEAST 1/4; THENCE NORTH 88°51'03" EAST, 90.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINS 2,518 SQUARE FEET (0.058 ACRE) OF LAND MORE OR LESS.

### WETLAND 2 PRESERVATION, ACCESS & MAINTENANCE EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4, SAID CORNER BEING LOCATED SOUTH  
88°51'03" WEST, 1322.98 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE NORTH 88°51'03" EAST, ALONG THE NORTH  
LINE OF SAID SOUTHEAST 1/4, 230.00 FEET; THENCE SOUTH 32°09'17" EAST, 285.00 FEET; THENCE SOUTH 88°27'43" EAST, 440.00 FEET;  
THENCE SOUTHWESTERLY, 81.63 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 623.50  
FEET, WHOSE INTERIOR ANGLE MEASURES 09°19'34" AND WHOSE CHORD BEARS SOUTH 43°48'20" WEST, 101.38 FEET; THENCE NORTH  
87°35'33" WEST, 728.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 02°08'34" WEST,  
ALONG SAID WEST LINE, 305.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINS 135,483 SQUARE FEET (3.110 ACRE) OF LAND MORE OR LESS.

### WETLAND 3 PRESERVATION, ACCESS & MAINTENANCE EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 02°04'30" EAST, ALONG THE EAST LINE OF SAID  
SOUTHEAST 1/4, 531.41 FEET; THENCE SOUTH 87°55'30" WEST, 610.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 31°42'47" EAST,  
45.00 FEET; THENCE SOUTH 75°29'17" EAST, 36.00 FEET; THENCE SOUTH 22°15'14" EAST, 27.00 FEET; THENCE SOUTH 70°23'20" WEST, 45.00  
FEET; THENCE NORTH 58°40'42" WEST, 68.00 FEET; THENCE NORTH 16°36'32"E, 42.00 FEET; THENCE NORTHEASTERLY, 23.00 FEET ALONG  
THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 773.50 FEET, WHOSE INTERIOR ANGLE MEASURES  
01°42'13" AND WHOSE CHORD BEARS SOUTH 59°08'20" WEST, 23.00 FEET TO THE POINT OF BEGINNING.

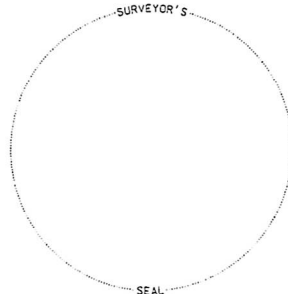
THE ABOVE-DESCRIBED EASEMENT CONTAINS 4,378 SQUARE FEET (0.101 ACRE) OF LAND MORE OR LESS.

### WETLAND 4 PRESERVATION, ACCESS & MAINTENANCE EASEMENT LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 02°04'30" EAST, ALONG THE EAST LINE OF SAID  
SOUTHEAST 1/4, 671.22 FEET; THENCE SOUTH 87°55'30" WEST, 379.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36°57'41" WEST,  
94.00 FEET; THENCE NORTH 81°40'03" WEST, 45.00 FEET; THENCE NORTH 17°52'31" WEST, 47.00 FEET; THENCE NORTH 44°57'43" EAST, 25.00  
FEET; THENCE NORTH 88°23'30" WEST, 98.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED EASEMENT CONTAINS 5,422 SQUARE FEET (0.124 ACRE) OF LAND MORE OR LESS.



# DRAFT

## CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,  
TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

### SURVEYOR'S CERTIFICATE

I BRUCE E. FREDRICKSON, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

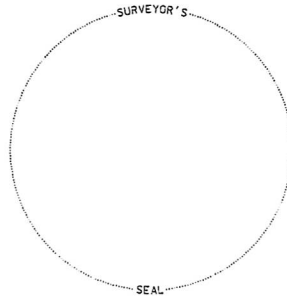
THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 88°51'03" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 368.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 94 AND THE POINT OF BEGINNING; THENCE SOUTH 02°16'12" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 266.56 FEET; THENCE SOUTHERLY, 863.76 FEET, ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 43,226.84 FEET, WHOSE INTERIOR ANGLE MEASURES 01°10'17" AND WHOSE CHORD BEARS SOUTH 02°51'21" EAST, 863.75 FEET; THENCE SOUTH 03°28'29" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 87.23 FEET; THENCE SOUTHWESTERLY, 614.95 FEET, ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 1352.39 FEET, WHOSE INTERIOR ANGLE MEASURES 26°03'12" AND WHOSE CHORD BEARS SOUTH 28°51'42" WEST, 609.87 FEET; THENCE SOUTH 41°53'16" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 200.00 FEET; THENCE SOUTHERLY, 410.81 FEET, ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 547.72 FEET, WHOSE INTERIOR ANGLE MEASURES 42°58'27" AND WHOSE CHORD BEARS SOUTH 20°24'05" WEST, 401.25 FEET; THENCE SOUTH 01°05'07" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 219.17 FEET; THENCE SOUTH 44°15'39" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 101.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 104TH STREET (ALSO KNOWN AS CTH Q TO THE WEST AND STH 185 TO THE EAST); THENCE SOUTH 88°51'16" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 176.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE INTERSTATE HIGHWAY 94 WEST FRONTAGE ROAD (120TH AVENUE); THENCE NORTH 46°08'56" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 127.21 FEET; THENCE NORTH 01°05'07" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 684.94 FEET; THENCE NORTH 06°40'19" WEST, 381.04 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 02°08'34" WEST, ALONG SAID WEST LINE, 1420.53 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 88°51'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 954.56 FEET TO THE POINT OF BEGINNING, CONTAINING 1,941,049 SQUARE FEET (44.560 ACRES) OF LAND MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF THE VILLAGE OF PLEASANT PRAIRIE, AND BY KABA DEVELOPMENT, LLC, OWNER OF SAID LAND, THAT THE MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
BRUCE E. FREDRICKSON, R.L.S. 2406



### CORPORATE OWNER'S CERTIFICATE

KABA DEVELOPMENT, 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 ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

KABA DEVELOPMENT, LLC, DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL:

VILLAGE BOARD OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID KABA DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED

BY \_\_\_\_\_, ITS MANAGER,  
TODD BATTLE

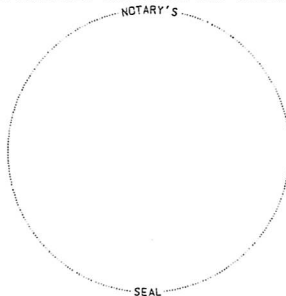
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

STATE OF WISCONSIN )  
\_\_\_\_\_ COUNTY ) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, THE ABOVE NAMED TODD BATTLE, MANAGER OF KABA DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO ME.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN

\_\_\_\_\_  
MY COMMISSION EXPIRES



# DRAFT

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,  
TOWN 1 NORTH, RANGE 21 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF PLEASANT PRAIRIE ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

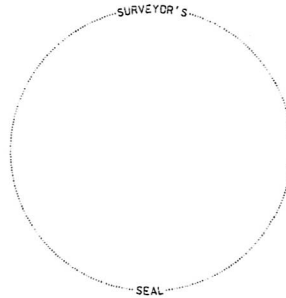
-----  
THOMAS W. TERWALL, CHAIRMAN

**VILLAGE BOARD APPROVAL**

APPROVED BY THE VILLAGE BOARD OF PLEASANT PRAIRIE IN ACCORDANCE WITH THE RESOLUTION ADOPTED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

-----  
JOHN P. STEINBRINK, PRESIDENT

-----  
JANE M. ROMANOWSKI, CLERK





Consider an amendment to the **Village Comprehensive Plan (Ord. #12-32)** to adopt the Amendment to the Regional Water Quality Management Plan Greater Kenosha Area adopted by the Southeastern Wisconsin Regional Planning Commission in June 2012 as a component of the Village's Comprehensive Plan and to create Section 390-6 F to specifically list this Plan as a component of the Village's Comprehensive Plan. In addition, to add a notation to the following Maps within the Comprehensive Plan to reference the adoption of said amendment: 1) Map 5.1 entitled "2010 Pleasant Prairie Sewer Utility District and Lake Michigan Sewer Utility District Boundaries"; 2) Map 5.2 entitled "Detailed Adopted Sanitary Sewer Service Areas within the Pleasant Prairie Sewer Utility District"; and 3) Map 5.3 entitled "Generalized Adopted Sanitary Sewer Service Areas and Existing Areas Served by Sewer".

**Recommendation:**

On September 10, 2012 the Plan Commission held a public hearing and adopted Plan Commission Resolution #12-12 and recommended that the Village Board approve the amendment to Regional Water Quality Management Plan Greater Kenosha Area as a component to the Village Comprehensive Plan (Ord. #12-32) as presented.

**ORD. # 12-32**

**ORDINANCE TO AMEND SECTION 390-6  
OF THE VILLAGE MUNICIPAL CODE ENTITLED  
COMPREHENSIVE PLAN  
IN THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT THE VILLAGE OF PLEASANT  
PRAIRIE, WISCONSIN 2035 COMPREHENSIVE PLAN BE AMENDED AS FOLLOWS:**

- 1. Section 390-6 F of the Village Municipal Code is hereby created to adopt the Amendment to the Regional Water Quality Management Plan for the Greater Kenosha Area adopted by the Southeastern Wisconsin Regional Planning Commission in June 2012 (Exhibit 1) as a component of the Component of the Village's Comprehensive Plan to read as follows:**

F. Amendment to the Regional Water Quality Management Plan for the Greater Kenosha Area (June 2012).

- 2. To add a notation to the following Maps in Chapter 5 of the Village Comprehensive Plan shown in Exhibit 2 within the Comprehensive Plan to reference the adoption of said Amendment to the Regional Water Quality Management Plan for the Greater Kenosha Area:** 1) Map 5.1 entitled "2010 Pleasant Prairie Sewer Utility District and Lake Michigan Sewer Utility District Boundaries"; 2) Map 5.2 entitled "Detailed Adopted Sanitary Sewer Service Areas within the Pleasant Prairie Sewer Utility District"; and 3) Map 5.3 entitled "Generalized Adopted Sanitary Sewer Service Areas and Existing Areas Served by Sewer".

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

**Adopted this 17<sup>th</sup> day of September, 2012.**

VILLAGE OF PLEASANT PRAIRIE

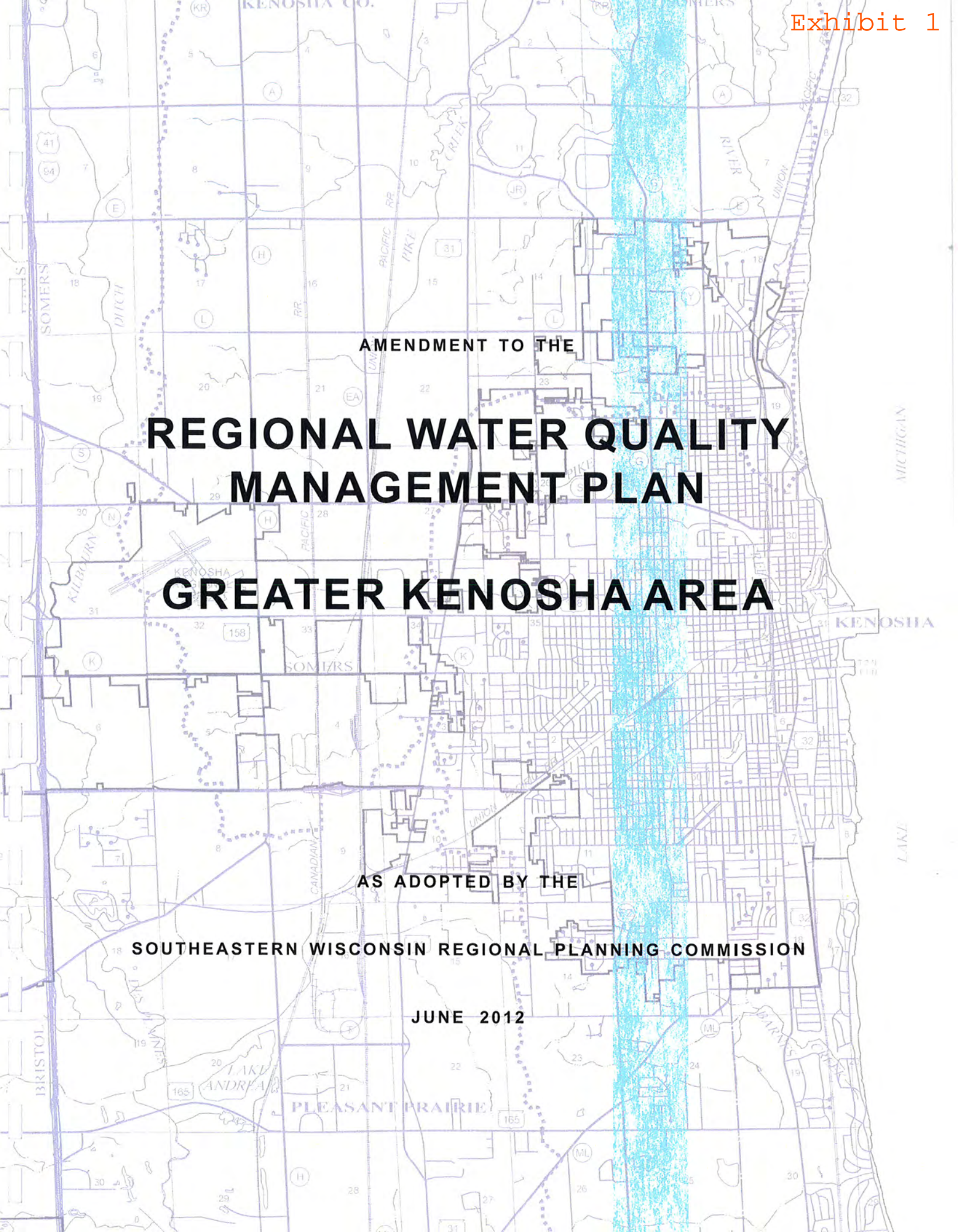
ATTEST:

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

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

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

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



The map displays the Greater Kenosha Area with a grid of townships and ranges. A prominent blue shaded region runs north-south through the center, representing the water quality management plan boundary. Key features include the Kenosha River, Union Pacific Railroad, and various local roads like Pacific Pike and Canadian. The city of Kenosha is clearly marked on the right side of the map.

**AMENDMENT TO THE**  
**REGIONAL WATER QUALITY**  
**MANAGEMENT PLAN**  
**GREATER KENOSHA AREA**

**AS ADOPTED BY THE**  
**SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION**

**JUNE 2012**

SOUTHEASTERN WISCONSIN  
REGIONAL PLANNING COMMISSION

**KENOSHA COUNTY**

Kimberly L. Breunig  
Adelene Greene,  
Secretary  
Robert W. Pitts

**RACINE COUNTY**

Gilbert B. Bakke  
David Eberle  
Peggy L. Shumway

**MILWAUKEE COUNTY**

William R. Drew,  
Vice Chairman  
John Rogers  
John F. Weishan, Jr.

**WALWORTH COUNTY**

Charles L. Colman  
Nancy Russell,  
Treasurer  
Linda J. Seemeyer

**OZAUKEE COUNTY**

Thomas H. Buestrin  
William E. Johnson  
Gus W. Wirth, Jr.

**WASHINGTON COUNTY**

Daniel S. Schmidt  
Daniel W. Stoffel  
David L. Stroik,  
Chairman

**WAUKESHA COUNTY**

Michael A. Crowley  
Jose Delgado  
James T. Dwyer

SOUTHEASTERN WISCONSIN REGIONAL  
PLANNING COMMISSION STAFF

Kenneth R. Yunker, PE . . . . . Executive Director  
Stephen P. Adams . . . . . Public Involvement and Outreach Manager  
Nancy M. Anderson, AICP . . . . . Chief Community Assistance Planner  
Michael G. Hahn, PE, PH . . . . . Chief Environmental Engineer  
Christopher T. Hiebert, PE . . . . . Chief Transportation Engineer  
Elizabeth A. Larsen . . . . . Business Manager  
John G. McDougall . . . . . Geographic Information Systems Manager  
John R. Meland . . . . . Chief Economic Development Planner  
Dr. Donald M. Reed . . . . . Chief Biologist  
Donald P. Simon, RLS . . . . . Chief Planning Illustrator  
William J. Stauber . . . . . Chief Land Use Planner

# SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 •

TELEPHONE (262) 547-6721  
FAX (262) 547-1103

Serving the Counties of:

KENOSHA  
MILWAUKEE  
OZAUKEE  
RACINE  
WALWORTH  
WASHINGTON  
WAUKESHA



SUBJECT: Certification of Amendment to the Adopted Regional Water Quality Management Plan (Greater Kenosha Sanitary Sewer Service Area)

TO: The Legislative Bodies of Concerned Local Units of Government within the Southeastern Wisconsin Region, namely: the County of Kenosha, the City of Kenosha, and the Village of Pleasant Prairie.

This is to certify that at the meeting of the Southeastern Wisconsin Regional Planning Commission, held at the Washington County Courthouse Government Center, West Bend, Wisconsin, on the 20th day of June 2012, the Commission did by unanimous vote of all Commissioners present, being 15 ayes and 0 nays, and by appropriate Resolution, a copy of which is made a part hereof and incorporated by reference to the same force and effect as if it had been specifically set forth herein in detail, adopt an amendment to the regional water quality management plan, which plan was originally adopted by the Commission on the 12th day of July 1979, as part of the master plan for the physical development of the Region. Said amendment to the regional water quality management plan pertains to the revised Greater Kenosha sanitary sewer service area and consists of the documents attached hereto and made a part hereof. Such action taken by the Commission is recorded on, and is a part of, said plan, and the plan as amended is hereby transmitted to the constituent local units of government for consideration, adoption, and implementation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and cause the Seal of the Southeastern Wisconsin Regional Planning Commission to be hereto affixed. Dated at the City of Pewaukee, Wisconsin, this 21st day of June 2012.

David L. Stroik, Chairman  
Southeastern Wisconsin  
Regional Planning Commission

ATTEST:

Kenneth R. Yunker, Deputy Secretary

**RESOLUTION NO. 2012-04**

**RESOLUTION OF THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION AMENDING THE ADOPTED REGIONAL WATER QUALITY MANAGEMENT PLAN, THAT PLAN BEING A PART OF THE MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE REGION CONSISTING OF THE COUNTIES OF KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH, WASHINGTON AND WAUKESHA IN THE STATE OF WISCONSIN (GREATER KENOSHA SANITARY SEWER SERVICE AREA)**

WHEREAS, pursuant to Section 66.0309(10) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission, at a meeting held on the 12th day of July 1979, duly adopted a regional water quality management plan as documented in the three-volume SEWRPC Planning Report No. 30, *A Regional Water Quality Management Plan for Southeastern Wisconsin: 2000*; and

WHEREAS, the Commission duly adopted an amendment to the regional water quality management plan refining and detailing the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, *Sanitary Sewer Service Area for the City of Kenosha and Environs, Kenosha County, Wisconsin*, November 1985, as amended; and

WHEREAS by letter dated February 1, 2012, the Kenosha Water Utility requested that the Commission amend the Greater Kenosha sanitary sewer service area to include certain lands located outside of the currently adopted sewer service area; and

WHEREAS, the proposed amendment to the regional water quality management plan is documented in a Commission staff memorandum entitled, "Response to Request by the Kenosha Water Utility to Amend the Greater Kenosha Sanitary Sewer Service Area," attached hereto and made a part hereof; and

WHEREAS, the requested change to the regional water quality management plan, as documented in the aforementioned staff memorandum, was the subject of a public hearing held jointly by the Kenosha Water Utility and the Regional Planning Commission on March 28, 2012; and

WHEREAS, Section 66.0309(9) of the *Wisconsin Statutes* authorizes and empowers the Regional Planning Commission, as the work of making the whole master plan progresses, to amend, extend, or add to the master plan or carry any part or subject thereof into greater detail;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

FIRST: That the regional water quality management plan for the Southeastern Wisconsin Region, being a part of the master plan for the physical development of the Region and comprised of SEWRPC Planning Report No. 30, Volumes One, Two, and Three, which was adopted by the Commission as a part of the master plan on the 12th day of July 1979, and which was subsequently amended to include the refined Greater Kenosha sanitary sewer service area, be and the same hereby is amended in the manner identified on Map 1 of the aforementioned SEWRPC staff memorandum.

SECOND: That the Executive Director is authorized to submit findings to the Wisconsin Department of Natural Resources and the Wisconsin Department of Safety and Professional Services that public and private sanitary sewer extensions necessary to serve the anticipated development on the lands concerned are in conformance with, and would serve to implement, the adopted regional water quality management plan as herein amended.

**RESOLUTION NO. 2012-04**

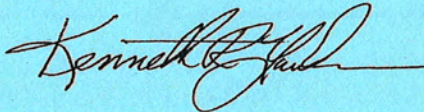
THIRD: That a true, correct, and exact copy of this resolution, together with the aforementioned SEWRPC staff memorandum, shall be forthwith distributed to each of the local legislative bodies of the local governmental units within the Region entitled thereto and to such other bodies, agencies, or individuals as the law may require or as the Commission, its Executive Committee, or its Executive Director, at their discretion, shall determine and direct.

The foregoing resolution, upon motion duly made and seconded, was regularly adopted at the meeting of the Southeastern Wisconsin Regional Planning Commission held on the 20th day of June 2012, the vote being: Ayes 15; Nays 0.



David L. Stroik, Chairman

ATTEST:



Kenneth R. Yunker, Deputy Secretary

## SEWRPC STAFF MEMORANDUM

### RESPONSE TO REQUEST BY THE KENOSHA WATER UTILITY TO AMEND THE GREATER KENOSHA SANITARY SEWER SERVICE AREA

#### INTRODUCTION

By letter dated February 1, 2012, the Kenosha Water Utility requested that the Southeastern Wisconsin Regional Planning Commission amend the Greater Kenosha sanitary sewer service area tributary to the City of Kenosha wastewater treatment plant. That area is currently documented in a SEWRPC report titled *Amendment to the Regional Water Quality Management Plan—Greater Kenosha Area*, dated December 2001, as amended. The basic purpose of this amendment would be to include within the planned Greater Kenosha sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area, including land in the Village of Pleasant Prairie and the City of Kenosha.

#### AREA DESCRIPTION

Two areas, designated Area A and Area B on Map 1, are proposed to be added to the Greater Kenosha sanitary sewer service area:

##### Area A

Area A encompasses about 59 acres located generally north of CTH K and west of IH 94 in the City of Kenosha. It includes about 14 acres of land located within existing street rights-of-way; five acres of small wetlands as identified in the Wisconsin Wetlands Inventory; and 40 acres of other open land. Area A does not encompass any lands that have been identified as environmental corridor or isolated natural resource area. It is envisioned that Area A would be developed for commercial use.

##### Area B

Area B encompasses about 27 acres located generally east of the intersection of CTH CJ and CTH U in the Village of Pleasant Prairie. It does not encompass any areas that have been identified as environmental corridor or isolated natural resource area, nor does it include any wetlands as identified in the Wisconsin Wetlands Inventory. It is envisioned that Area B would accommodate a large product distribution facility, which would be developed on Area B and land to the east of Area B.

More detailed delineations of Areas A and B and of environmentally significant lands in the vicinity of each are shown on the aerial photographs reproduced as Maps 2 and 3. The environmentally significant lands shown on Maps 2 and 3 have been updated to reflect the most recent available natural resource and floodplain information.

#### RELATIONSHIP OF THE PROPOSED CHANGES TO THE EXISTING SANITARY SEWER SERVICE AREA

The proposed addition of 86 acres to the Greater Kenosha sanitary sewer service area represents an increase in the planned sewer service area of less than 1 percent.

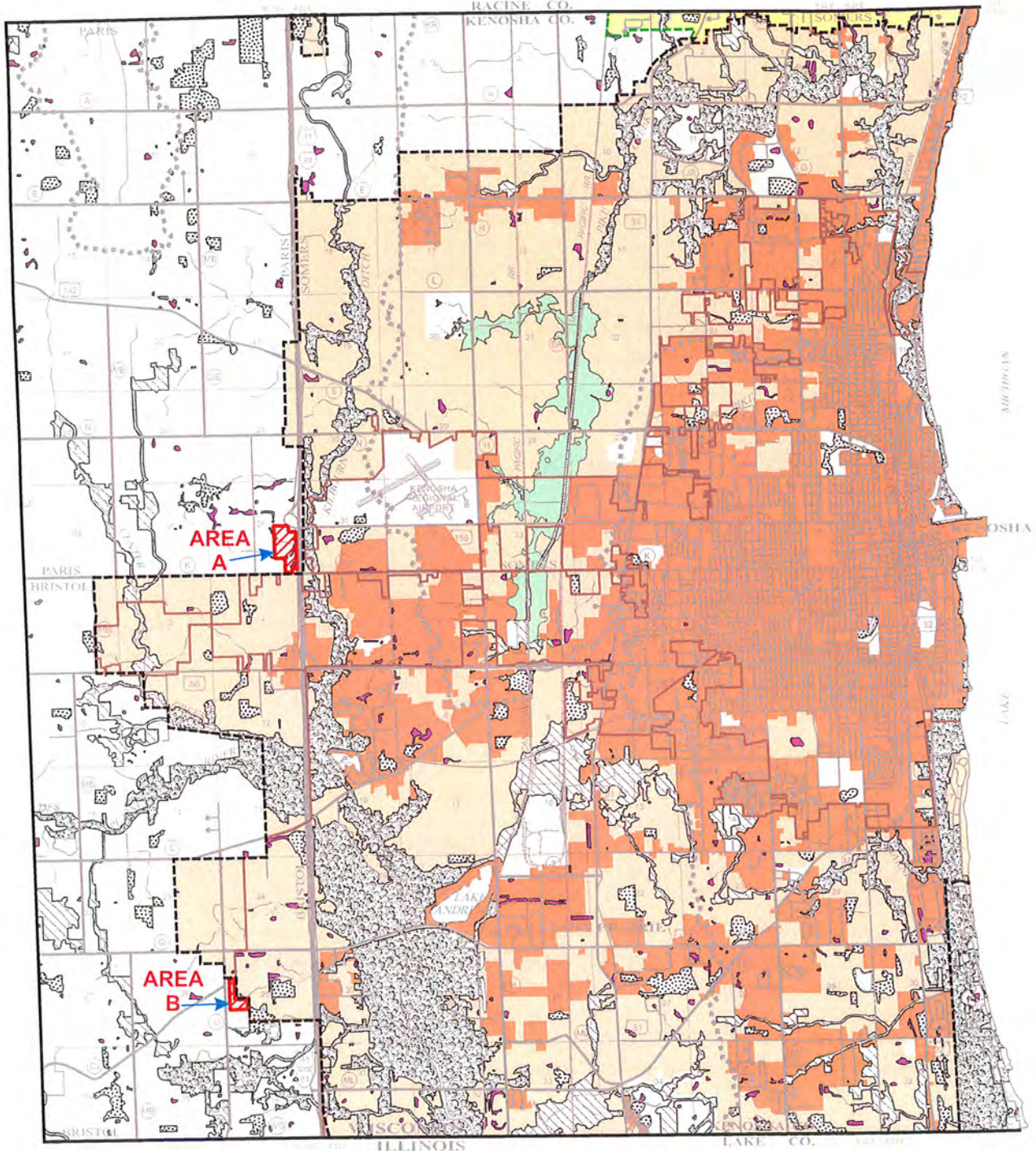
#### WATER QUALITY IMPACTS

Under the adopted regional water quality management plan and the Greater Kenosha sanitary sewer service area plan, it is envisioned that all new urban development within the planned urban service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sanitary sewer service area.



Map 1

PROPOSED AMENDMENT TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA



- GREATER KENOSHA SANITARY SEWER SERVICE AREA
- AREAS SERVED BY SEWERS TRIBUTARY TO THE CITY OF KENOSHA SEWAGE TREATMENT FACILITY: 2006
- RACINE AND ENVIRONS SANITARY SEWER SERVICE AREA
- PRIMARY ENVIRONMENTAL CORRIDOR
- SECONDARY ENVIRONMENTAL CORRIDOR
- ISOLATED NATURAL RESOURCE AREA
- WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS
- AIRPORTS, LARGE PARK AND RECREATION SITES, AND SIMILAR USES WITHIN THE SEWER SERVICE AREA
- UNDEVELOPED FLOODLANDS ALONG PIKE CREEK THAT ARE POTENTIAL ADDITIONS TO THE PIKE CREEK ENVIRONMENTAL CORRIDOR. THE BOUNDARIES OF SUCH AREAS MAY BE MODIFIED BASED UPON ENGINEERING STUDIES AND DETAILED SITE PLANNING, IN ACCORDANCE WITH EXISTING FLOODPLAIN REGULATIONS AND A FINDING OF NO NET LOSS IN FLOODWATER STORAGE VOLUME. CLASSIFICATION AS TO PRIMARY OR SECONDARY ENVIRONMENTAL CORRIDOR WILL BE MADE BASED UPON THE ULTIMATE CONFIGURATION OF THE FLOODPLAIN IN THIS AREA.
- AREAS PROPOSED TO BE ADDED TO THE GREATER KENOSHA SANITARY SEWER SERVICE AREA: JUNE 2012



Source: SEWRPC.

## **SEWAGE TREATMENT PLANT CAPACITY ANALYSIS**

The City of Kenosha wastewater treatment plant has a capacity of about 28.6 millions of gallons per day (mgd) of wastewater on an average annual basis. The current hydraulic loading to the plant is about 22.9 mgd on an average annual basis. The anticipated flow to be generated from the commercial development expected to be accommodated in Area A and the distribution facility expected to be located in part in Area B is about 0.03 mgd. Thus, the treatment plant has adequate capacity to treat wastewater flows from the areas proposed to be added to the sewer service area.

## **PUBLIC REACTION TO THE PLAN AMENDMENT**

A public hearing was held on March 28, 2012, at the Kenosha Municipal Building to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Kenosha Water Utility and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment. No objections to the proposed amendment were expressed at the hearing.

## **LOCAL ACTION ON THE PLAN AMENDMENT**

The Board of Commissioners of the Kenosha Water Utility approved the amendment following the public hearing on March 28, 2012.

## **CONCLUDING RECOMMENDATION**

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, and the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**  
The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations and at densities which can be efficiently served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas. The proposed sewer service area amendment is consistent with these recommendations of the regional land use plan.
- **Consistency with the Regional Water Quality Management Plan**  
The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that the Kenosha urban service area be served through the Kenosha sewerage system. The proposed sewer service area amendment is consistent with these recommendations of the regional water quality management plan.
- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***  
Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound waste

collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts. The proposed sewer service area amendment is consistent with these provisions of the *Wisconsin Administrative Code*.

- **Consistency with Procedural Requirements**

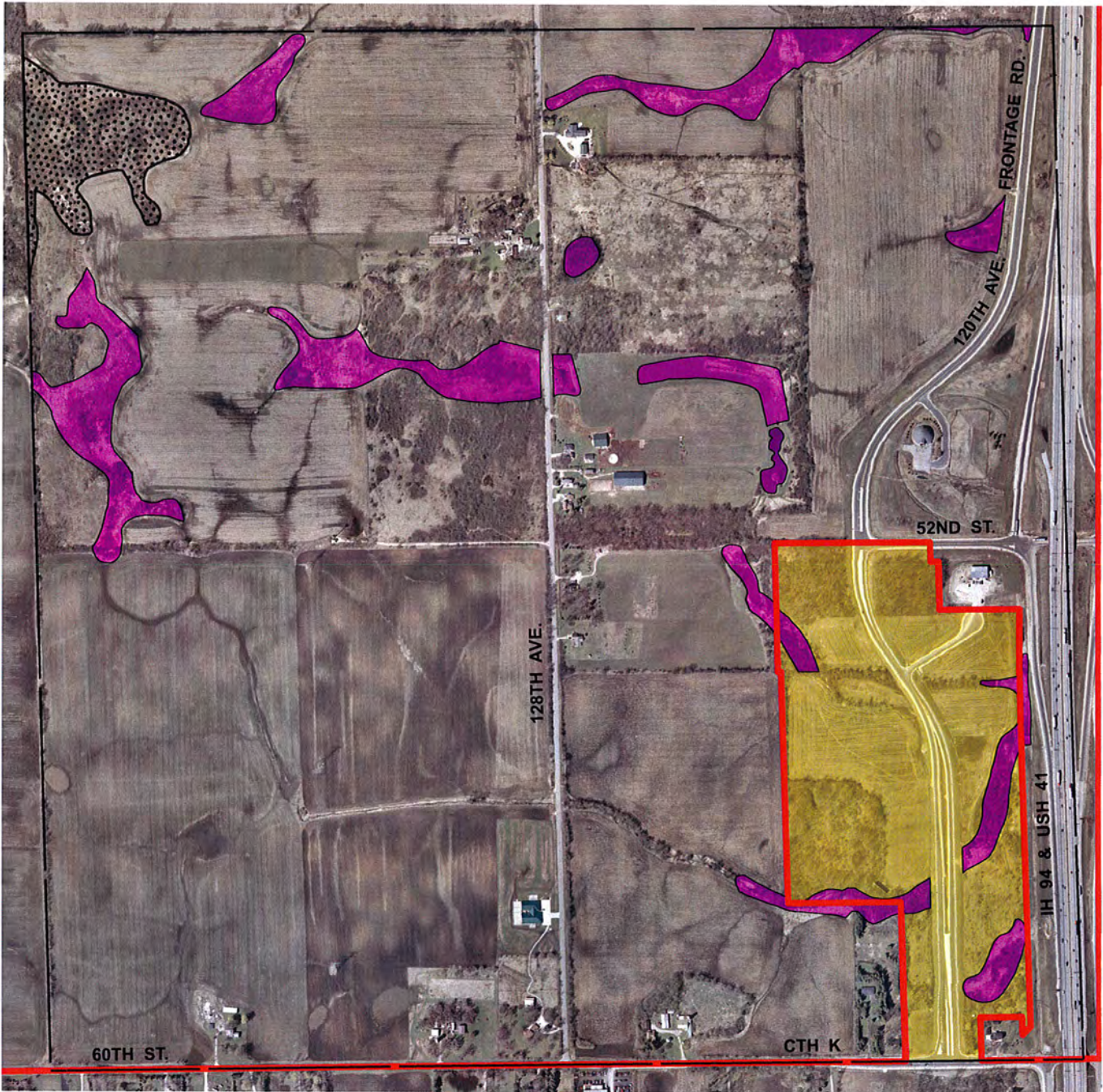
As carried out by the Regional Planning Commission, the sewer service area amendment process must begin with a request to the Commission from the agency responsible for operation of the tributary wastewater treatment plant to process the amendment. A public hearing must be held on the proposed amendment; the hearing is jointly sponsored by the Regional Planning Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the amendment as presented at the hearing, approve a modified amendment, or deny the amendment. Only after approval by the requesting agency or unit of government will the proposed amendment be considered for adoption by the Regional Planning Commission as an amendment to the areawide water quality management plan. All of the Commission's procedural requirements have been met for this amendment.

Given all of the foregoing, it is recommended that the Southeastern Wisconsin Regional Planning Commission formally amend the Greater Kenosha sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 106, in the manner shown on Map 1. It is also recommended that the Wisconsin Department of Natural Resources approve this sewer service area plan amendment and certify the plan amendment through the Governor to the U.S. Environmental Protection Agency.



Map 2



ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 36  
Township 2 North, Range 21 East

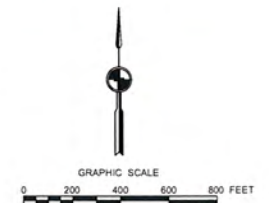


Photography Date: April 2010

-  ISOLATED NATURAL RESOURCE AREA
-  WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

-  PLANNED SANITARY SEWER SERVICE AREA
-  GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces a portion of Map 3-14, page 23, of SEWRPC Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area, December 2001.

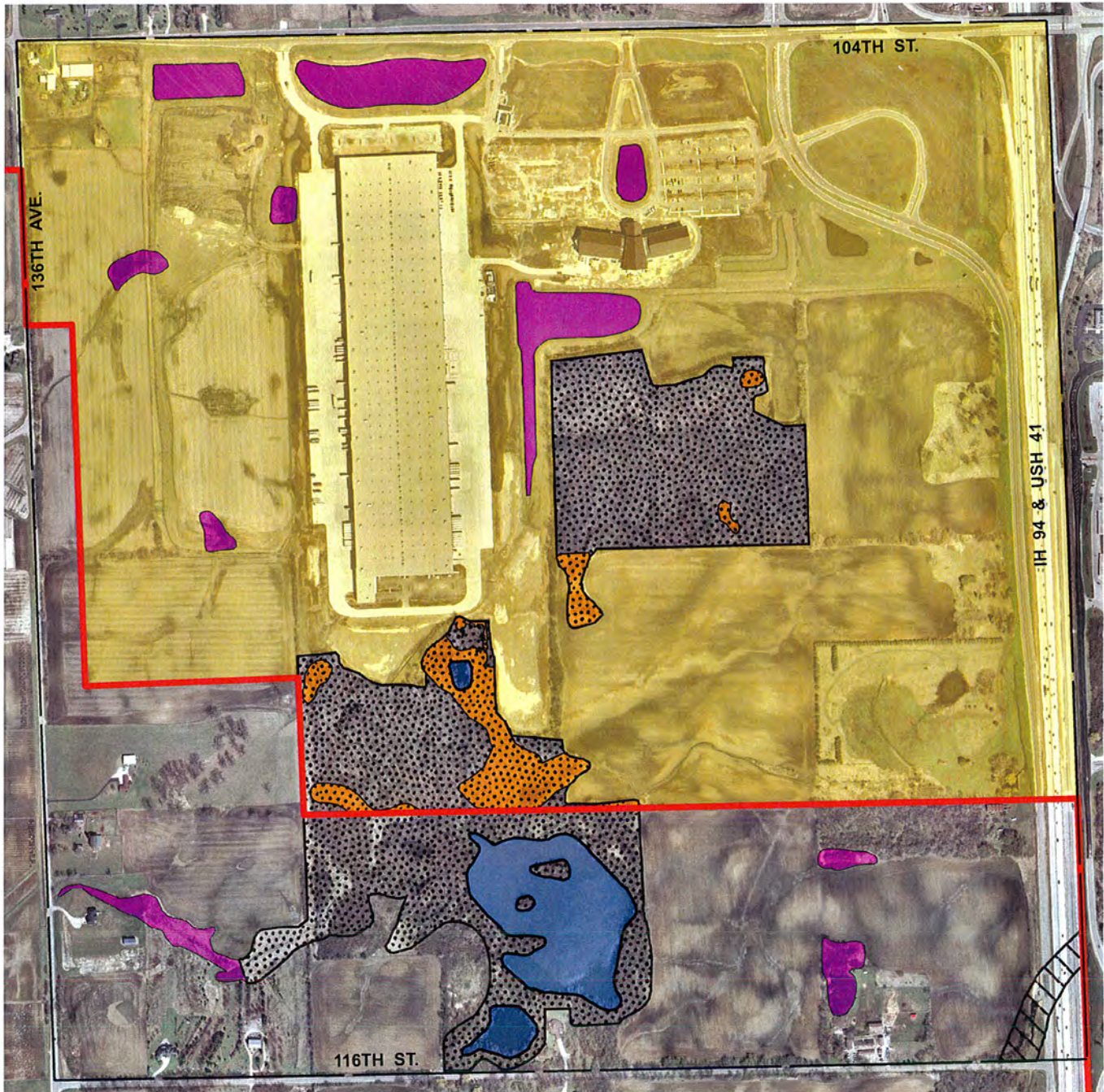


Source: SEWRPC.

Map 3

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE GREATER KENOSHA AREA

U.S. Public Land Survey Section 25  
Township 1 North, Range 21 East



Photography Date: April 2010


 SECONDARY ENVIRONMENTAL CORRIDOR

 ISOLATED NATURAL RESOURCE AREA


 WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

 SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

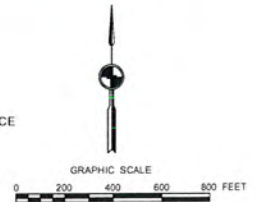
 PLANNED SANITARY SEWER SERVICE AREA

 GROSS SANITARY SEWER SERVICE AREA BOUNDARY

**RESTRICTIONS ON SEWERED DEVELOPMENT**

 PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.

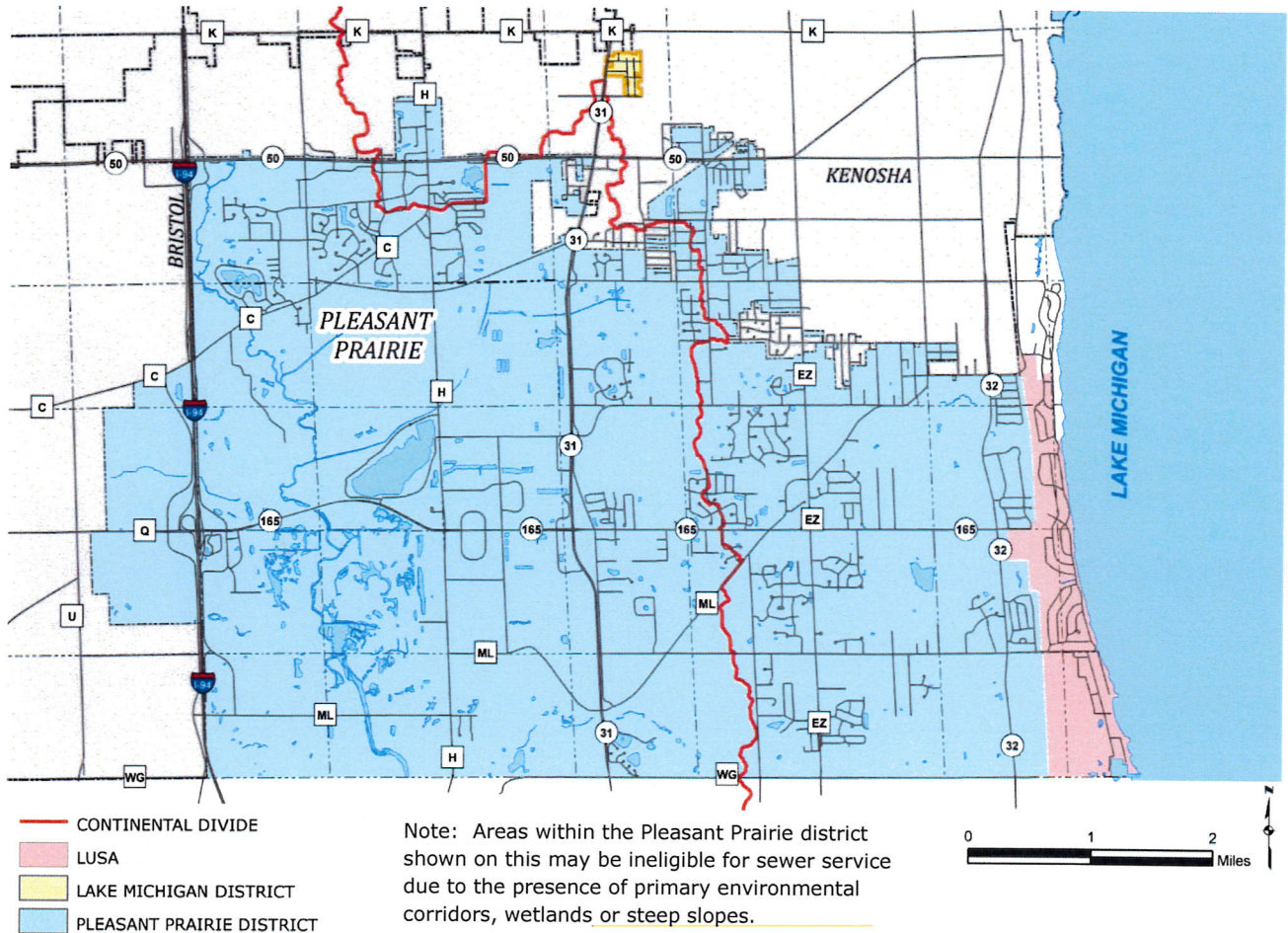
NOTE: This map replaces a portion of Map 4, page 7, of SEWRPC Amendment to the Regional Water Quality Management Plan, Greater Kenosha Area, June 2007.



Source: SEWRPC.

# Exhibit 2

**MAP 5.1  
2010 PLEASANT PRAIRIE SEWER UTILITY DISTRICT AND  
LAKE MICHIGAN SEWER UTILITY DISTRICT BOUNDARIES**

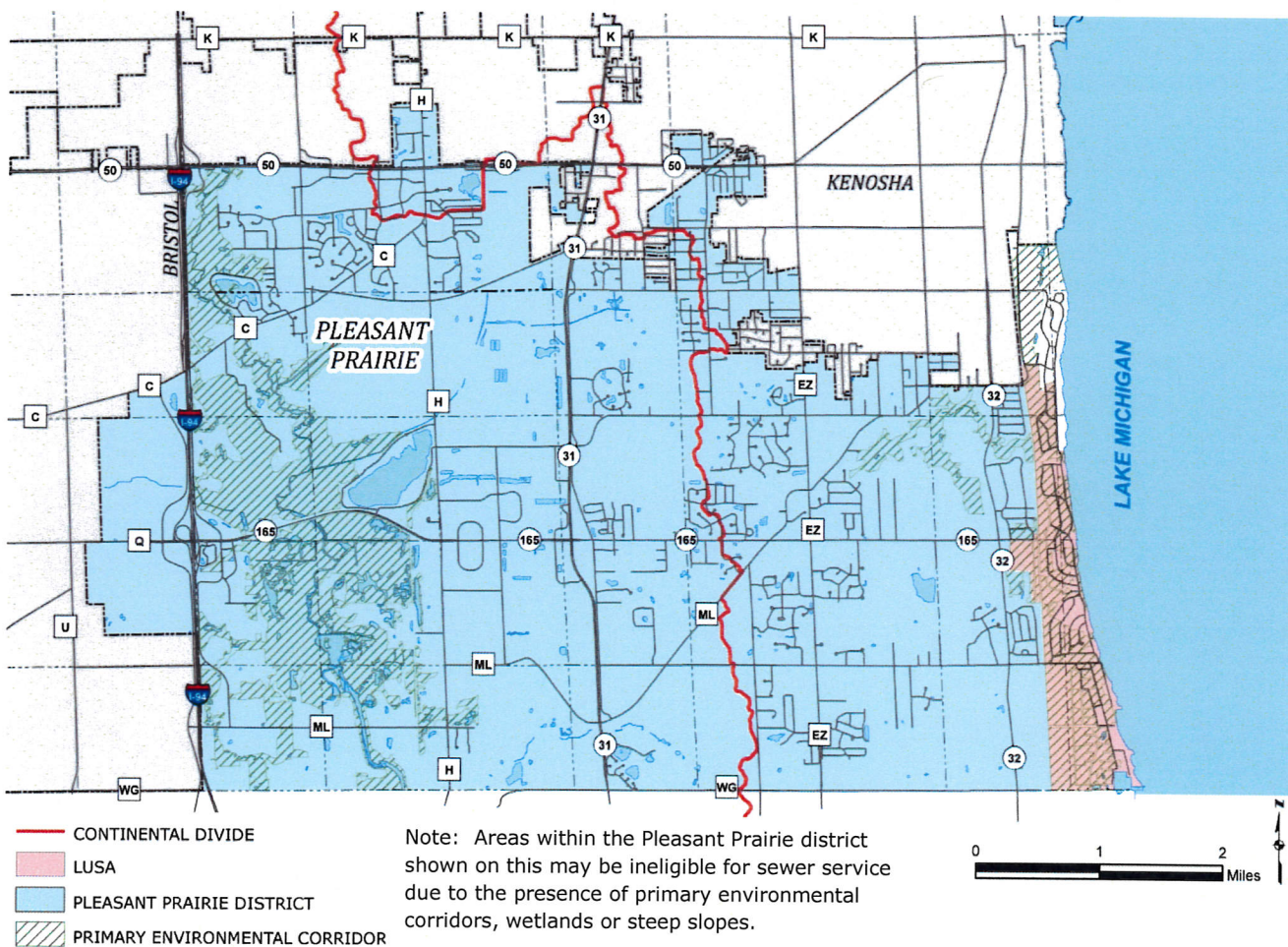


Source: Village of Pleasant Prairie

Refer to amendment to the Regional Water Quality Management Plan for the Greater Kenosha Area adopted on September 17, 2012 by Ordinance #12-32 to show amended boundary of the Pleasant Prairie District.



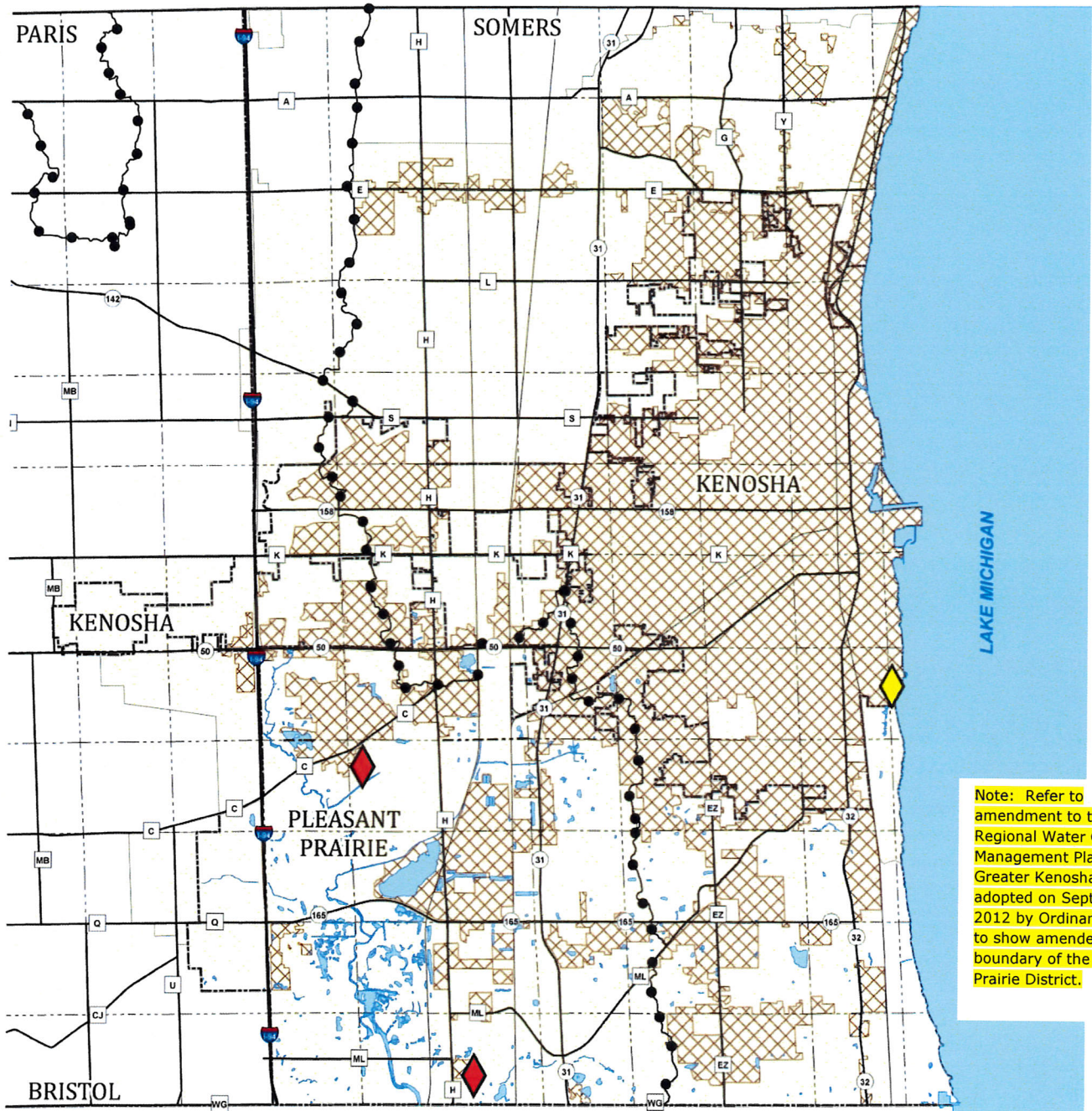
**MAP 5.2  
 DETAILED ADOPTED SANITARY SEWER SERVICE AREAS  
 WITHIN THE PLEASANT PRAIRIE SEWER UTILITY DISTRICT**



Source: Village of Pleasant Prairie

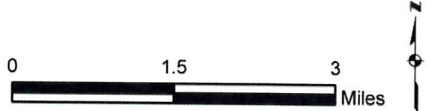
Refer to amendment to the Regional Water Quality Management Plan for the Greater Kenosha Area adopted on September 17, 2012 by Ordinance #12-32 to show amended boundary of the Pleasant Prairie District.

**MAP 5.3  
GENERALIZED ADOPTED SANITARY SEWER SERVICE AREAS  
AND EXISTING AREAS SERVED BY SEWER**



Note: Refer to amendment to the Regional Water Quality Management Plan for the Greater Kenosha Area adopted on September 17, 2012 by Ordinance #12-32 to show amended boundary of the Pleasant Prairie District.

- ◆ EXISTING SEWAGE TREATMENT PLANT PROPOSED TO BE ABANDONED BY DECEMBER 31, 2010
- ◆ EXISTING SEWAGE TREATMENT PLANT
- SUBCONTINENTAL DIVIDE
- SURFACE WATER
- ▨ AREA SERVED BY SEWER: 2000
- ▨ ADOPTED SANITARY SEWER SERVICE AREAS (MARCH 2007)
- GREATER KENOSHA



Note: Areas within the sewer service areas shown on this map may be ineligible for sewer service due to the presence of primary environmental corridor, wetlands, or steep slopes.

Although the Greater Kenosha sewer service area includes a small portion of the Town of Paris, the Paris Town Board did not adopt the sewer service area plan, and does not support the inclusion of lands in the Town in the sewer service area.

Source: SEWRPC.





**VILLAGE OF PLEASANT PRAIRIE  
BOARD OF TRUSTEES  
RESOLUTION #12-33  
RESOLUTION TO INITIATE A ZONING TEXT AMENDMENT**

**WHEREAS**, the Village Board may 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**, the Village staff is proposing to re-evaluate and amend the height and building materials requirements allowed within the General Manufacturing Districts.

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

1. That the Village Board hereby initiates and petitions to re-evaluate and amend the height and building materials requirements allowed within the General Manufacturing District;
2. That the proposed changes in the Zoning Text are hereby referred to the Village staff for further study and recommendation; and
3. That the Village Board is not, by this Resolution, making any determination regarding the merits of the proposed changes in the Zoning Text, but rather, is only initiating the process by which the proposed changes in the Zoning Ordinance Text can be promptly evaluated.

**Adopted this 17<sup>th</sup> day of September 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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



# MEMO

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

TO: Mike Pollocoff/Village Administrator  
Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: September 12, 2012

SUBJ: Whispering Knoll Subdivision Special Assessment Final Paving

---

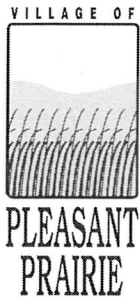
The Developer of the Whispering Knoll subdivision is looking to place the final layer of asphalt (Phase 3 Street Improvements). The subdivision does not have 75% of the units built. However the Development Agreement signed in 2005 has a provision that states:

*“4. Paragraph 1.3.2(h)(ii) (Page 10) of the Agreement says if less than 75% of the lots have houses on them within 36 months after the Effective Date, the Village Administrator may elect (a) to have the Phase 3 Street Improvements installed or (b) defer the installation until the earlier of five (5) years following the Effective Date or when 75% of the lots have completed houses on them. If the Village Administrator defers the construction of the Phase 3 Street Improvements for up to five (5) years, and the Village and Developer can't agree upon the cost to construct the Phase 3 Street Improvements, the Developer can continue to bear responsibility for construction and the Letter of Credit stays in place.”*

It is beyond five years and the Developer does not want to continue to bear responsibility for construction and the letter of credit. In addition, the Engineering Department has estimated that the costs to do the final improvements will exceed the current letter of credit.

A notice of breach was sent to the Developer on July 2, 2012 indicating that the funds were insufficient. The Developer has indicated that the bank will not increase the funds to make up the estimated shortfall. The Developer wants to pave this fall and believes the costs will not exceed what is in the letter of credit.

Therefore it will be necessary to start the special assessment process to cover the estimated shortfall in costs to complete the phase 3 improvements (\$78,824). I recommend that the preliminary resolution be passed to initiate this process.



NOTICE TO RESIDENTS  
OF  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

An open meeting of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, will be held in the Village Hall, 9915 - 39<sup>th</sup> Avenue, Pleasant Prairie, WI on Monday, September 17, 2012, at 6:00 p.m. to consider.

- A. The adoption of the preliminary resolution declaring intent to exercise special assessment police powers in connection with the construction of final paving for the Whispering Knoll Subdivision in the Village of Pleasant Prairie.
- B. Other items set forth on the agenda of said meeting which are available in the municipal offices.

Dated: September 13, 2012

A handwritten signature in cursive script, appearing to read "Jane M. Romanowski", is written over a horizontal line.

Jane M. Romanowski  
Village Clerk

Publish one (1) time  
September 13, 2012

## **RESOLUTION #12-32**

### **PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS IN CONNECTION WITH THE CONSTRUCTION OF FINAL PAVING FOR THE WHISPERING KNOLL SUBDIVISION**

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

1. The Governing Body hereby declares its intention to levy special assessments pursuant to Section 66.0703, Wis. Stats., upon property described in Schedule A hereto for special benefits conferred upon such property for the construction of final paving for the Whispering Knoll Subdivision.
2. The Governing Body hereby determines that the construction of such improvements are in the best interest of and for the health and welfare of the Municipality and the property affected by the improvement and constitutes an exercise of the police power.
3. The assessment against any parcel may be paid in cash or in ten equal, annual installments.
4. The Clerk shall cause to be prepared a report which shall consist of:
  - A. Preliminary plans and specifications for the improvements.
  - B. An estimate of the entire cost of the proposed improvements.
  - C. A schedule of proposed assessments.
5. When the report is completed, the Clerk shall make a copy of the report available for public inspection
6. Upon completion of the report, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a Class 1 Notice and a copy shall be mailed, at least ten days before the hearing, to every interested party.

7. The hearing shall be held at the regular meeting place of the Governing Body at a time set by the Clerk in accordance with Section 66.0703(7(a)), Wis. Stats.

**Passed and adopted this 19<sup>th</sup> day of March, 2012.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

Posted:



Office of the Village Engineer  
**Michael Spence, P.E., LEED®AP**

# MEMO

TO: Mike Pollocoff, Village Administrator

CC: Jane Romanowski, Village Clerk

FROM: Mike Spence, Village Engineer

DATE: September 11, 2012

SUBJ: Professional Construction Engineering Services Agreement  
Phase 4B Binder Paving Village Green Heights

---

On February 2, 2009 the Village Board of Trustees approved a request by the Land and Lakes Development Company to install curb and gutter and binder course within the Village Green Heights Addition #1 Subdivision. Subsequent to that time, only a portion of these improvements were completed. Land and Lakes has recently asked to install curb and gutter and binder course on 50<sup>th</sup> Avenue and a portion of 98<sup>th</sup> Street. (See attached-Phase 4B).

The work will require construction stakeout and layout, construction observation services and construction administration services. Nielsen, Madsen and Barber has been selected to perform these services. Their fee is estimated at \$7,594.00.

Land and Lakes Development Company, will reimburse the Village for these costs.

Attached is the Professional Construction Engineering Services Agreement from Nielsen, Madsen and Barber of Racine, Wisconsin to provide construction services to provide to above services.

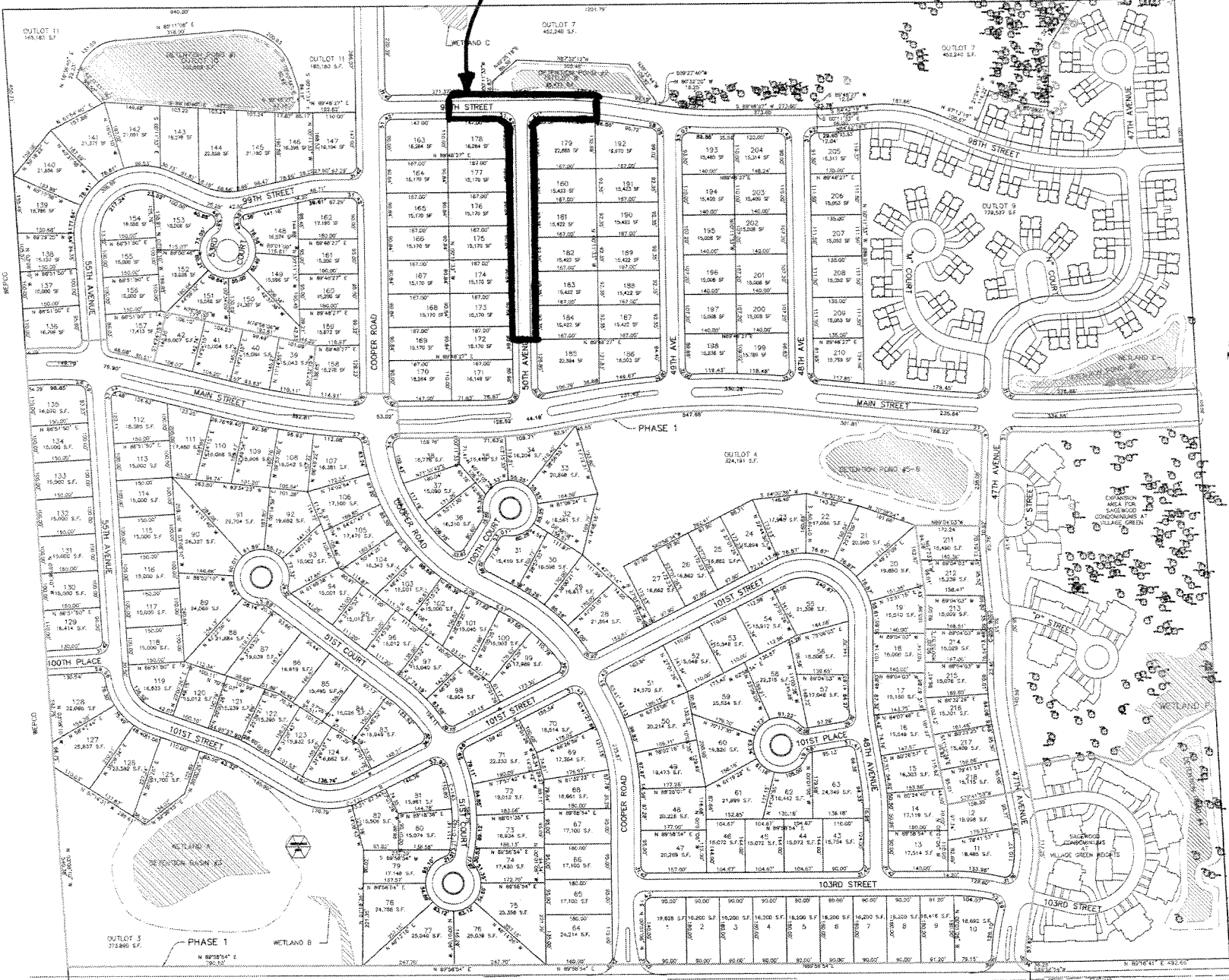
The scope of services is detailed in the agreement.

I recommend that the contract from Nielsen, Madsen and Barber for these services be approved.

s:\agendas\illage board\2012 agenda packets\september 17 2012\nmb contract recommendation vgh phase 4b paving.doc



**PHASE 4B**



**PLAN DATA:**

TOTAL AREA	191.44 ACRES
LESS COUNTY HIGHWAY 105	4.30 ACRES
NET AREA	187.14 ACRES

**R-4 ZONING:**

TOTAL AREA	147.40 ACRES
LESS R.O.W.	30.90 ACRES
LESS OUTLOTS/WETLANDS	28.42 ACRES
NET AREA	88.08 ACRES
NUMBER OF LOTS	218

**DENSITY:**

MINIMUM LOT AREA	3,48 UNITS/ACRE
AVERAGE LOT AREA	15,000 S.F.
MINIMUM LOT WIDTH	90' (45' ON CURVE-DE-SAC)

**R-10 ZONING:**

TOTAL AREA	19.91 ACRES
LESS R.O.W.	1.78 ACRES
LESS WETLANDS	0.90 ACRES
NET AREA	17.33 ACRES
NUMBER OF UNITS	64
NET DENSITY	3.66 UNITS/ACRE

**R-8 ZONING:**

TOTAL AREA	17.89 ACRES
LESS R.O.W.	3.37 ACRES
LESS WETLANDS	2.31 ACRES
NET AREA	14.31 ACRES
NUMBER OF UNITS	100
NET DENSITY	6.99 UNITS/ACRE

**MINIMUM SETBACK REQUIREMENTS:**

R-4 ZONING	FRONT YARD: 30' (UNLESS OTHERWISE NOTED)
	REAR YARD: 25'
	SIDE YARD: 10'
	CORNER SIDE YARD: 30'

**PROPOSED SETBACKS:**

R-10 P.U.D. ZONING	FRONT TO BACK OF CURB: 30' MIN.
	FRONT TO P.O.W.: 25' MIN.
	SIDE TO SIDE: 20' MIN.
	REAR TO REAR: 50' MIN.
	REAR TO PROPERTY LINE: 25' MIN.

**R-8 P.U.D. ZONING:**

FRONT TO BACK OF CURB	30' MIN.
FRONT TO P.O.W.	25' MIN.
SIDE TO SIDE	20' MIN.
REAR TO REAR	30' MIN.
REAR TO REAR	40' MIN.
REAR TO PROPERTY LINE	25' MIN.

**R-4 ZONING - 218 LOTS**  
**R-8 ZONING - 100 UNITS**  
**R-10 ZONING - 64 UNITS**

**TOTAL UNITS - 382**

**PARKING CHART:**

R-10 P.U.D. ZONING	INSIDE PARKING = 128 SPACES
	OUTSIDE PARKING = 34 SPACES
	TOTAL PARKING = 162 SPACES
R-8 P.U.D. ZONING	INSIDE PARKING = 164 SPACES
	OUTSIDE PARKING = 22 SPACES
	TOTAL PARKING = 206 SPACES

STATE TRUNK HWY 105

STATE TRUNK HWY 105

<p>SCALE: 1" = 100'</p> <p>DATE: 9-4-12</p>	<p>GREENGARD, INC.</p> <p>Engineers • Surveyors • Planners</p> <p>231 Old Mill Bay Road, Lincolnshire, Illinois 60069-2006</p> <p>PHONE: 815/741-9800 FAX: 815/741-9899</p>	<p>DATE: 9-4-12</p> <p>PROJECT: VILLAGE GREEN HEIGHTS - PLEASANT PRAIRIE, WI</p> <p>NO. 4601.2</p>	<p>VILLAGE GREEN HEIGHTS - PLEASANT PRAIRIE, WI</p> <p>SITE PLAN PLAT</p>
---	---	--	---

**VILLAGE GREEN HEIGHTS**  
**9-4-12**



Nielsen Madsen & Barber S.C.  
Civil Engineers and Land Surveyors

September 11, 2012

Mr. Mike Spence, P.E.  
Village Engineer  
Village of Pleasant Prairie  
9915 - 39<sup>th</sup> Avenue  
Pleasant Prairie WI 53158

RE: Village Green Heights – Phase 4-B  
Construction Staking, Observation & Contract Administration Proposal  
Stage 2 pavement Improvements  
Village of Pleasant Prairie

Dear Mike:

Thank you for considering Nielsen Madsen & Barber, S.C. as a candidate to provide the above-referenced services related to the Stage 2 Improvements within Phase 4-B of Village Green Heights.

Based on our recent experience with projects of this nature within the Village, we estimate the cost to provide the required construction staking & layout, construction observation and contract management services to be \$7,594.00.

Enclosed you will find a copy of our Estimated Manpower Requirements, Draft Construction Services Contract and Standard Terms & Conditions. Please review at your earliest convenience and contact our office with any questions.

We look forward to working with you and your staff on this project.

Very truly yours,

Mark D. Eberle, P.E.

MDE/kmw  
Enclosures

g:/NMB Contracts/State & Municipal Clients/VPP/Village Green Heights (Phase 4-B) 9-11-12





# VILLAGE GREEN HEIGHTS - PHASE 4-B

CONSTRUCTION STAKING & LAYOUT, OBSERVATION & ADMINISTRATION SERVICES  
VILLAGE OF PLEASANT PRAIRIE

## SECTION 1: CONSTRUCTION STAKING & LAYOUT SERVICES

### Manpower Requirements and Costs Summary

<u>Task</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Labor Cost</u>
Project Setup, Coordination & File Organization	Project Manager	2 Hrs. @	\$130.00 =	\$ 260.00
Construction Staking Setup	CADD Operator	3 Hrs. @	\$85.00 =	\$ 255.00
Construction Staking Setup Q/C	Construction Technician 1	1 Hrs. @	\$72.00 =	\$ 72.00
Curb & Gutter Staking	Survey Crew Chief	8 Hrs. @	\$88.00 =	\$ 704.00
Curb & Gutter Staking	Survey Assistant	8 Hrs. @	\$62.00 =	\$ 496.00
Manhole / Valve Box Adjustment Staking	Survey Crew Chief	3 Hrs. @	\$88.00 =	\$ 264.00
Manhole / Valve Box Adjustment Staking	Survey Assistant	3 Hrs. @	\$62.00 =	\$ 186.00

**ESTIMATE: \$ 2,237.00**

# VILLAGE GREEN HEIGHTS - PHASE 4-B

CONSTRUCTION STAKING & LAYOUT, OBSERVATION & ADMINISTRATION SERVICES  
 VILLAGE OF PLEASANT PRAIRIE

## SECTION 2: CONSTRUCTION OBSERVATION SERVICES

### Manpower Requirements and Costs Summary

<u>Task</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Labor Cost</u>
Construction Observation - Curb & Gutter	Construction Technician 1	8 Hrs. @	\$72.00 =	\$ 576.00
Construction Observation - Utility Adjustments	Construction Technician 1	4 Hrs. @	\$72.00 =	\$ 288.00
Construction Observation - Asphalt Pavement	Construction Technician 1	8 Hrs. @	\$72.00 =	\$ 576.00
Construction Observation - Restoration	Construction Technician 1	2 Hrs. @	\$72.00 =	\$ 144.00
Construction Observation Coordination & Scheduling	Project Manager	2 Hrs. @	\$130.00 =	\$ 260.00
			<b>SUBTOTAL</b>	<b>\$ 1,844.00</b>
	Mileage (60 miles Round Trip)	300 Miles @	\$ 0.555 =	\$ 166.50
<b>ESTIMATE: \$</b>				<b>2,010.50</b>

# VILLAGE GREEN HEIGHTS - PHASE 4-B

CONSTRUCTION STAKING & LAYOUT, OBSERVATION & ADMINISTRATION SERVICES  
VILLAGE OF PLEASANT PRAIRIE

## SECTION 3: CONTRACT ADMINISTRATION / PROJECT MANAGEMENT SERVICES

### Manpower Requirements and Costs Summary

<u>Task</u>	<u>Staff Type</u>		<u>Hourly Rate</u>	<u>Labor Cost</u>
Pre-construction Meeting	Project Manager	3 Hrs. @	\$130.00 =	\$ 390.00
Project Oversight / LOC Reductions	Construction Service Manager	4 Hrs. @	\$96.00 =	\$ 384.00
Site Visits	Construction Service Manager	4 Hrs. @	\$96.00 =	\$ 384.00
As-Built Survey Q/C	Project Manager	1 Hrs. @	\$130.00 =	\$ 130.00
Final Construction Quantities	Construction Service Manager	2 Hrs. @	\$96.00 =	\$ 192.00
			<b>SUB-TOTAL</b>	<b>\$ 1,480.00</b>
	Mileage (60 miles Round Trip)	300 Miles @	0.555 =	\$ 166.50
			<b>ESTIMATE:</b>	<b>\$ 1,646.50</b>

# VILLAGE GREEN HEIGHTS - PHASE 4-B

CONSTRUCTION STAKING & LAYOUT, OBSERVATION & ADMINISTRATION SERVICES  
VILLAGE OF PLEASANT PRAIRIE

## SECTION 4: AS-BUILT SURVEY SERVICES

### Manpower Requirements and Costs Summary

<u>Task</u>		<u>Staff Type</u>		<u>Hourly Rate</u>		<u>Labor Cost</u>
As-Built Surveys	- Field Survey	Survey Crew Chief	6 Hrs.	@	\$88.00 =	\$ 528.00
As-Built Surveys	- Field Survey	Survey Assistant	6 Hrs.	@	\$62.00 =	\$ 372.00
As-Built Surveys	- Drafting & Submittals	CADD Operator	2 Hrs.	@	\$85.00 =	\$ 170.00
As-Built Surveys	- Digital File & Deliveries	Project Manager	1 Hrs.	@	\$130.00 =	\$ 130.00

**ESTIMATE: \$ 1,200.00**

# VILLAGE GREEN HEIGHTS - PHASE 4-B

CONSTRUCTION STAKING & LAYOUT, OBSERVATION & ADMINISTRATION SERVICES  
VILLAGE OF PLEASANT PRAIRIE

## SECTION 1: CONSTRUCTION STAKING & LAYOUT SERVICES

<u>No.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Construction Staking & Layout & Services	\$ 2,237.00
2	Construction Observation Services	\$ 2,010.50
3	Contract Administration / Project Management Services	\$ 1,646.50
4	As-built Survey Services	\$ 1,200.00
5	Materials Testing Sub-consultant (Concrete Cylinder Breaks)	\$ 500.00
	Estimated Cost:	<b>\$ 7,594.00</b>

**VILLAGE OF PLEASANT PRAIRIE  
VILLAGE GREEN HEIGHTS  
(PHASE 4-B)  
CONSTRUCTION SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF PLEASANT PRAIRIE, a municipal corporation in the State of Wisconsin, hereinafter referred to as the “**VILLAGE**” and NIELSEN MADSEN & BARBER, S.C., (NMB) hereinafter referred to as the “**CONSULTANT**”.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

**Section 1 - Proposed Improvements:** The proposed construction will consist of Stage 2 Pavement Improvements on portions of 50<sup>th</sup> Avenue and 98<sup>th</sup> Street in the Village Green Heights Subdivision. These roadways are within Phase 4-B of the development (as shown on the attached phasing plan). After written authorization by the **VILLAGE**, the **CONSULTANT** will provide Professional Construction Management Services for the Stage 2 Improvements which will generally consist of Construction Staking & Layout Services, Construction Observation Services and Construction Administration Services. The scope of services provided will be in general accordance with the Exhibit A - Engineer’s Proposal attached hereto, and conditioned as follows:

**A. Construction Staking & Layout Services**

Provide in-office setup and a Surveyor and Surveyor’s Assistant to field stake the necessary line and grade for the construction as required. Staking will include establishing line and grade “**one time**” for curb & gutter and manhole adjustments and field collecting and recording of all necessary “as-built” information.

**B. Construction Observation Services**

Provide a Construction Observation Technician at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from **CONSULTANT’S** office of not more than eight (8) hours per regular weekday, as deemed necessary by **CONSULTANT**, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor’s work is in conformity with the final design documents, and to monitor the Contractor’s progress as related to the Construction Contract. However, **CONSULTANT** is not responsible for the Contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulation, or safety precautions and programs in connection with the project, and

**CONSULTANT** does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract documents.

**C. Construction Administration Services**

Provide contract administration services as required for the project including a cursory review of **VILLAGE** approved plans, attendance at the pre-construction meeting, review of letter of credit reduction requests (if necessary), preparation of construction record drawings, periodic site visits during the construction and day-to-day project coordination as described in Exhibit A attached hereto.

Conduct a final inspection of construction work, review the Contractor's written guarantees and issue an opinion of substantial completion and satisfactory completion for acceptance of the project by the **VILLAGE** for each stage of public improvements.

**Section 2 – Compensation (Estimate):** The **VILLAGE** shall compensate **CONSULTANT** for the professional services enumerated in Section 1 as follows:

<b>Construction Staking and Layout Services</b>	<b>\$ 2,237.00 *</b>
<b>Construction Observation Services</b>	<b>\$ 2,010.50 *</b>
<b>Construction Administration Services</b>	<b>\$ 1,646.50 *</b>
<b>As-built Survey Services</b>	<b>\$ 1,200.00 *</b>
<b>Materials Testing Services</b>	<b>\$ <u>500.00</u> *</b>
<b>Estimate:</b>	<b>\$ 7,594.00 *</b>

**\*Charges for Construction Staking & Layout, Construction Observation, Construction Administration and As-Built Survey Service will be based on the hourly rate of compensation for the actual work time performed as shown in Exhibit B plus reimbursement of out-of-pocket expenses including sub-consultant material testing and automobile travel at the business mileage rate approved by the United States Internal Revenue Service. These charges may be more or less than the estimated amounts above and will depend on Contractor selection, construction progress, weather, etc.**

**CONSULTANT** will submit requests for periodic progress payments for services rendered no more than once per month. Payments shall be due and owing by the **VILLAGE** to the **CONSULTANT** upon receipt of the invoices. Payments to **CONSULTANT** after 30 consecutive calendar days from the date of the invoice for services shall include an additional late payment charge computed at an annual rate of Eighteen percent (18%) from the date of the invoice; **CONSULTANT** may, after giving seven (7) days written notice to the **VILLAGE**, suspend services under this Agreement until **CONSULTANT** has been paid in full for all amounts due for services, expenses and late payment charges.

**Section 3 – Agreement:** The parties further agree:

That this Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the **VILLAGE** may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party [1] not less than ten (10) calendar days written notice by certified mail of intent to terminate and [2] an opportunity for meeting with the terminating party before termination. If this Agreement is terminated by either party, **CONSULTANT** shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the **VILLAGE** shall receive reproducible copies of drawings, specifications and other documents completed by **CONSULTANT**.

**CONSULTANT** agrees to hold harmless and indemnify the **VILLAGE** and each of its officers, agents and employees from any and all liability claims, losses or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the **VILLAGE** or other consultants, contractors or subcontractors working for the **VILLAGE** or their officers, agents and employees.

The **VILLAGE** agrees to hold harmless and indemnify **CONSULTANT** and each of their officers, agents and/or employees from any and all liability claims, losses or damages arising out of or alleged to arise from negligence in the performance of the services under this agreement that may be due to the sole negligence of the **VILLAGE** or other consultants, contractors or subcontractors working for the **VILLAGE** or their officers, agents and/or employees.

The **VILLAGE** acknowledges that **CONSULTANT** is a Service Corporation and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors or employees.

The **VILLAGE** and **CONSULTANT** agree that any claim made by either party arising out of any act of the other party, or any officer, director or employee of the other party in the execution or performance of the agreement, shall be made solely against the other party and not individually or jointly against such officer, director or employees.

For the duration of the project, **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting there from, alleged to arise from **CONSULTANT'S** negligence in the



performance of services under this Agreement. The **VILLAGE** shall be named as an additional insured on **CONSULTANT'S** general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

1. Workers' Compensation	Statutory Limits
2. General Liability:	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
3. Automobile Liability	
Combined Single Limit	\$1,000,000
4. Excess Umbrella Liability	
Per Claim and Aggregate	\$1,000,000 / \$2,000,000
5. Professional Liability	
Per Claim and Aggregate	\$1,000,000 / \$2,000,000

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of **CONSULTANT** and their officers, directors, employees, agents and any of them, to the **VILLAGE** and anyone claiming by, through or under the **VILLAGE**, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of **CONSULTANT** or their officers, directors, employees, agents or any of them, hereinafter referred to as the "VILLAGE'S CLAIMS", shall not exceed the total insurance proceeds available to pay on behalf of or to **CONSULTANT** by their insurers in settlement or satisfaction of VILLAGE'S CLAIMS under the terms and conditions of **CONSULTANT'S** insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

**CONSULTANT** is responsible for the quality, technical accuracy, timely completion and coordination of all as-built drawings, certifications, reports and other professional services furnished or required under this agreement and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

All reports, drawings, specifications, and electronic files prepared or furnished by **CONSULTANT** pursuant to this agreement are instruments of service in respect to the project and **CONSULTANT** shall retain the right of reuse of said documents and electronic files by and at the discretion of **CONSULTANT** whether or not the project is completed. Reproducible copies of **CONSULTANT'S** documents and electronic files for information and reference in connection with the use and occupancy of the project by the **VILLAGE** and others shall be delivered to and become the property of the **VILLAGE** upon request; however, **CONSULTANT'S** documents and electronic files shall not be reused by the **VILLAGE** or others on future additions or extensions of the project

without field verification. Any such reuse without verification or adaptation by **CONSULTANT** for the specific purpose intended will be at the **VILLAGE'S** sole risk and without liability or legal exposure to **CONSULTANT**, and the **VILLAGE** shall indemnify and hold harmless **CONSULTANT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from.

The estimated compensation amount for construction-related engineering services set forth in Section 2 above does not include overtime hours for Resident Project Representatives or Land Surveyors. In the event the Contractor works on **Sundays or Holidays**, during which time **CONSULTANT** representatives are required to be present, the **VILLAGE** shall pay extra compensation at **CONSULTANT'S** hourly rates on a time and a half basis.

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this agreement by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

NIELSEN MADSEN & BARBER, S.C.

VILLAGE OF PLEASANT PRAIRIE

BY: \_\_\_\_\_  
Mark D. Eberle  
Vice-President

BY: \_\_\_\_\_  
John P. Steinbrink  
President

ATTEST:  
  
\_\_\_\_\_

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

# **EXHIBIT A**

## **Engineering Services Proposal**

Nielsen Madsen & Barber, S.C. proposes to provide construction engineering services for the Village Green Heights development as follows:

### **Construction Staking**

1. Locate and tie down horizontal control set in field by developer's engineer. Verify vertical control as indicated on design plans. Record on a copy of the development plat, both horizontal and vertical control for use in future year improvements (i.e. curb and gutter). File all data for future reference.
2. Field stake locations for erosion control devices and protective construction fencing.
3. Field stake all removals/demolition.
4. Field stake for general site grading and roadways:
  - a. Mass common excavation for storm water Retention/Detention facilities, lot grading (each corner), building pads and critical contours (lath and grade).
  - b. Centerline roadway for subgrade construction (lath and grade).
  - c. Curb and gutter at 25-foot intervals (hub, lath and grade).
  - d. Final structure adjustments (hub, lath and grade).
  - e. Edges of pavement and shoulder of all rural sections and acceleration and de-acceleration lanes.
  - f. Traffic signal bases, pull boxes and transformer locations.
  - g. Pavement markings that identify the beginning and ending points.
  - h. Sign locations (lath).
  - i. Sidewalks (hub, lath and grade).

5. Sanitary sewer – field staking:
  - a. Centerline of all manholes (hub, lath and grade) with offsets.
  - b. Offsets at 50 foot intervals along sanitary sewer main and at all structures (hub, lath and grade).
  - c. Lateral ends in cul-de-sacs and on curves (hubs, lath and grade) with offsets.
6. Watermain – field staking:
  - a. Centerline of watermain at 50 foot intervals and at all fittings, valves and grade changes (hub, lath and grade).
  - b. Centerline of all hydrants (hub, lath and grade) with offsets.
  - c. Service ends in cul-de-sacs and on curves (location lath) with offsets.
7. Storm Sewer – field staking:
  - a. Centerline of all storm sewer manholes (hub, lath and grade) with offsets.
  - b. Offsets at 50 foot intervals along storm sewer main and at all structures (hub, lath and grade).
  - c. Centerline of all catch basins (hub, lath and grade) with offsets.
  - d. Face of curb locations – two per catch basin (hub and lath).
  - e. Sump pump tile lines (hub, lath and grade) centerline and offsets at wyes.
  - f. Service ends in cul-de-sacs and on curves (location lath) with offsets.
  - g. Rip Rap limits (lath).
8. “As-Built” Surveys:
  - a. Rim elevations of all structures.
  - b. Depth from rim to inverts on all structures.
  - c. Distances between all structures.
  - d. Calculations of all pipe grades.

- e. Lateral locations and elevations at right-of-way.
- f. Setting of benchmarks on all hydrants for Village use.

### ***Construction Observation***

1. Review plans and specifications prior to start of the project.
2. Determine if any changes were made to the plans and specifications between the design phase and the beginning of the construction phase, and verify that those changes are authorized in the Village's development agreements with the developer.
3. Review the following project requirements with the contractor:
  - a. Specific project details.
  - b. Traffic control requirements/closures.
  - c. Erosion Control requirements.
  - d. Permit conditions and requirements.
  - e. Notification requirements (police, fire, school bus, garbage pick up, etc.).
  - f. Schedule project milestone dates.
  - g. Adjacent property considerations.
4. Exchange phone numbers with the developer and the project contractor and establish the initial lines of communication.
5. Review the daily work schedules and scheduled events with the contractor.
6. Coordinate staking requirements or other significant scheduled events with the contractor and the construction engineer.
7. Review the weekly schedules to determine if the overall project is on schedule.
8. Anticipate potential problems and relay those concerns to the VILLAGE ENGINEER, the contractor, construction engineer, owner, developer or other appropriate party.

9. Serve as the project liaison (between the owner and the residents, contractor and the residents, contractor and the owner and the contractor and construction engineer).
10. Review all materials for the project as they are delivered to the project site. Reject materials not conforming to the specifications.
11. Observe all work performed and determine if the end product is in conformance with the plans and specifications. Reject all work not in compliance.
12. Interpret contract documents when unique situations or questions arise. Request verification of interpretation from the construction engineer and inform the contractor of the determination.
13. Evaluate modifications required due to field conditions. Request approval of the required field changes from the VILLAGE ENGINEER and/or DESIGN ENGINEER, if necessary, and inform the contractor of the necessary changes.
14. Compute quantities of work performed, verify the quantities with the contractor, and also submit to the construction engineer for future use in pay requests.
15. Collect any certifications required by the contract documents.
16. Develop a punch list as work proceeds. Review the punch list and inspect its completion with the contractor.
17. Develop construction reports and daily inspection logs indicating the work performed that day, materials used, any changes made, interference encountered, manpower and equipment uses, weather conditions, visitors to the site, test reports, location sketches (lateral ties) and general comments on events and progress.

### ***Construction Management***

1. Perform a cursory review of Village approved plans, specifications and other project related documents.
2. Establish, maintain and store project files.
3. Prepare for and attend a preconstruction meeting. Record, prepare and distribute preconstruction meeting minutes.
4. Develop a list of contact names and telephone number of parties involved in the project to expedite future communications.

5. Review requests for reduction in developer's letter of credit in accordance with the requirements of the letter of credit and the development agreement to provide recommendations to the Village for such reductions.
  - a. This activity will include but not be limited to:
    - i. Review of the contractor's request for payment; review of the contractor's lien waiver issued to developer.
    - ii. Review of retained funds, tracking and compilation of unanticipated project costs (extras) and the tracking of contingency fund balance.
6. Develop final record drawings and other construction documents and distribute to the Village, the developer and the developer's engineer.
  - a. This activity will include, but not be limited to:
    - i. Modifications to the original plans (received at the preconstruction meeting in electronic form) to reflect changes made during construction and actual locations of laterals.
    - ii. Development of lateral information sheets for sanitary laterals, water services and storm sewer service laterals for future use by the Village staff.
    - iii. Development of as-built cards for sanitary sewer mains for future reference by the Village.
7. Make periodic site visits (usually daily during active construction) to determine, in general, if the project is proceeding in accordance with the contract documents.
  - a. This activity will include, but not be limited to:
    - i. Site visits during actual construction phase.
    - ii. Substantial completion inspection and submittals.
    - iii. Final punch list verification after the construction inspector has left the site.
    - iv. Sanitary sewer manhole, storm sewer manhole and water valve box inspection as part of second- and third-year improvements.
    - v. Follow up on site stabilization effectiveness after the contractor is has left the site.

- vi. Miscellaneous time on site meetings with other affected parties such as Village Department of Public Works personnel, homeowners, businesses, other government agencies, permitting authorities and follow up on complaints and claims if site review and/or site meeting is required.
8. Schedule and chair periodic progress and coordinate meetings. Record, prepare and distribute periodic progress and coordination meeting minutes.
  9. Day to day project coordination with the following:
    - a. Subdivision developer.
    - b. Developer's Design Engineer.
    - c. Village Water and Wastewater Utility personnel.
    - d. Village Department of Public Works personnel.
    - e. Community Development Staff.
    - f. Developer's contractors, subcontractors, suppliers.
    - g. Permitting authorities (DOT, Kenosha County and DNR).
    - h. Private Utility companies (electric, telephone, gas, cable TV).
    - i. Other affected parties such as schools, property owners, businesses, etc.
  10. Review of contractor's shop drawing submittals, comments and distribution,



**EXHIBIT B**  
**Nielsen Madsen & Barber, S.C.**  
**STANDARD TERMS AND CONDITIONS**  
**(Effective March 23, 2012)**

**COMPENSATION**

Staff Type	Billing Rate
Project Manager	\$130.00
Professional Engineer	\$ 92.00
Design Engineer 1	\$ 82.00
Design Engineer 2	\$ 72.00
CADD Operator	\$ 82.00
Senior Surveyor	\$116.00
Registered Land Surveyor	\$ 96.00
Survey Crew Chief	\$ 88.00
Survey Assistant	\$ 61.00
Line & Grade Specialist	\$ 71.00
Construction Services Manager	\$ 96.00
Construction Technician 1	\$ 72.00
Clerical	\$ 50.00

**REIMBURSABLE EXPENSES**

Reimbursable expenses shall be reimbursed at cost plus a five percent (5%) service charge. Such expenses shall include, but not be limited to travel, reproduction, shipping/delivery, sub-consultants and subcontractor fees, specialized equipment, rental and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel (mileage)	\$0.555 / mile
Overnight/Courier Delivery	Actual Cost
Recorded Document Retrieval	Actual Cost
ATV Usage	\$40.00 / hour
GPS Usage	\$40.00 / hour
Material Requested by Client	Actual Cost
Copy Charges (per sheet)	Black & White    Color
8.5" x 11"	\$0.10            \$0.15
8.25" x 14	\$0.10            \$0.20
11" x 17"	\$0.15            \$0.30
12" x 18"	\$0.15            \$0.30
18" x 24"	\$1.00            \$3.00
22" x 34"	\$1.75            \$5.00
24" x 36"	\$2.00            \$6.00
30" x 42"	\$3.00            \$8.80
36" x 36"	\$3.00            \$9.00
36" x 48"	\$5.00            \$10.00

**INVOICING**

You will be invoiced for the work performed every 30 days. Payment in full of the invoiced amount is to be made upon receipt. Unpaid invoices will be considered delinquent after 30 days and will accrue interest charges of 1½% per month, beginning from the date of the invoice. Lien notices will be sent out for any invoices remaining unpaid after 60 days.

**LIEN RIGHTS**

In order to comply with Wisconsin Statute 289.02(2)(a) regarding notice to preserve lien rights, the following statutory notice is served upon the Owner /Owner's representative and is made a part of this proposal/contract:

As required by the Wisconsin construction lien law, NMB hereby notifies Owner/Owner's representative that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to NMB, are those who contract directly with the Owner or those who give notice within 60 days after they first furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. NMB agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

**LIMITATION OF COSTS**

NMB will not be obligated to continue providing services or incur costs beyond the agreed upon fee unless Client agrees in writing to a revised cost.

**CLIENT'S RESPONSIBILITIES**

Client shall arrange for access to and make all provisions for NMB personnel to enter upon private and public property as required for NMB to perform services under this Agreement.

Client shall provide NMB with all available information regarding this project as required. NMB shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however, NMB assumes no responsibility or liability for their completeness or accuracy.

**COST OPINIONS**

Any cost opinions or project economic evaluations provided by NMB will be on the basis of experience and judgment, but, because NMB has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

**STANDARD CARE**

The services provided by NMB under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place where the services are performed.

**INSURANCE**

Throughout the duration of the project, NMB will procure and maintain the following insurance:

Liability	Limits of Liability
Worker's Compensation and Employer's Liability	\$ 500,000 / incident
Comprehensive General Liability	\$2,000,000
Professional Liability	\$2,000,000
Automobile Liability	\$1,000,000

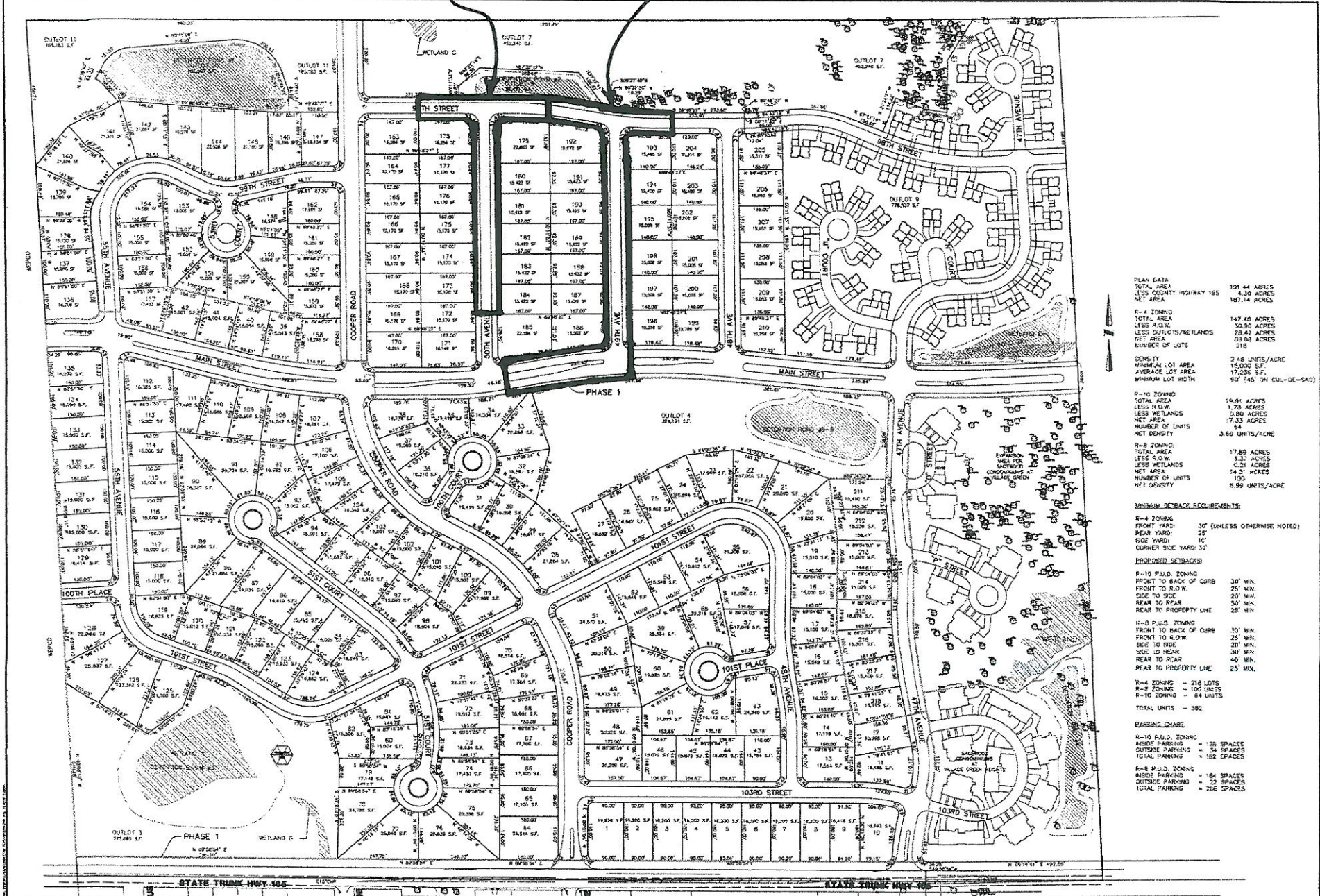
Within the limits of this insurance, NMB agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of NMB

Client will limit any and all liability, claim for damages, losses, cost of defense or expenses to be levied against NMB on account of any design defect, error, omission or professional negligence to a sum not to exceed the amount of NMB fee under this Agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, NMB's cost of obtaining such coverage, limits or certificates shall be reimbursable by the Client.

**TERMINATION**

The Client shall within thirty (30) days of termination remunerate NMB for services rendered and costs reasonably incurred, in accordance with NMB's fee schedule. Costs shall include those incurred up to the time of termination.

PHASE 4B PHASE 4C



PLAN DATA

TOTAL AREA	191.44 ACRES
LESS COUNTY HIGHWAY RES	4.30 ACRES
NET AREA	187.14 ACRES

R-4 ZONING

TOTAL AREA	147.40 ACRES
LESS R.O.W.	30.90 ACRES
LESS OUTLOTS/NEILANDS	28.42 ACRES
NET AREA	88.08 ACRES
NUMBER OF LOTS	218

DENSITY

MINIMUM LOT AREA	2.48 UNITS/ACRE
AVERAGE LOT AREA	15,036 S.F.
MINIMUM LOT WIDTH	307' (40' SH. CO.-DE-542)

R-10 ZONING

TOTAL AREA	19.91 ACRES
LESS R.O.W.	1.78 ACRES
LESS NEILANDS	0.86 ACRES
NET AREA	17.33 ACRES
NUMBER OF UNITS	64
NET DENSITY	3.66 UNITS/ACRE

R-8 ZONING

TOTAL AREA	17.89 ACRES
LESS R.O.W.	3.37 ACRES
LESS NEILANDS	0.21 ACRES
NET AREA	14.31 ACRES
NUMBER OF UNITS	120
NET DENSITY	8.39 UNITS/ACRE

MINIMUM SETBACK REQUIREMENTS:

R-4 ZONING	FRONT YARD: 30' (UNLESS OTHERWISE NOTED)
	REAR YARD: 25'
	SIDE YARD: 10'
	CORNER SIDE YARD: 30'

PROPOSED SETBACKS:

R-10 P.U.D. ZONING	FRONT TO BACK OF CURB	30' MIN.
	FRONT TO R.D.W.	25' MIN.
	SIDE TO SIDE	20' MIN.
	REAR TO REAR	50' MIN.
	REAR TO PROPERTY LINE	25' MIN.

R-8 P.U.D. ZONING

	FRONT TO BACK OF CURB	30' MIN.
	FRONT TO R.O.W.	25' MIN.
	SIDE TO SIDE	20' MIN.
	SIDE TO REAR	30' MIN.
	REAR TO REAR	40' MIN.
	REAR TO PROPERTY LINE	25' MIN.

R-4 ZONING - 218 LOTS  
R-8 ZONING - 100 UNITS  
R-10 ZONING - 84 UNITS

TOTAL UNITS - 392

PARKING CHART

R-10 P.U.D. ZONING	INSIDE PARKING	= 120 SPACES
	OUTSIDE PARKING	= 24 SPACES
	TOTAL PARKING	= 144 SPACES

R-8 P.U.D. ZONING

	INSIDE PARKING	= 164 SPACES
	OUTSIDE PARKING	= 32 SPACES
	TOTAL PARKING	= 206 SPACES

SCALE: 1"=100'	DATE: 4/20/12	PROJECT: VILLAGE GREEN HEIGHTS - PLEASANT PRAIRIE, WI
DRAWN BY: [Signature]	CHECKED BY: [Signature]	DESIGNED BY: [Signature]
DATE: 4/20/12	DATE: 4/20/12	DATE: 4/20/12

PROPOSED PAVING AREAS: PHASES 4B AND 4C

VILLAGE GREEN HEIGHTS  
B-6-12

***MEMORANDUM***

TO: Village Board Members  
FROM: Michael R. Pollocoff, Executive Director  
Community Development Authority  
DATE: September 13, 2012  
RE: Community Development Authority Reappointments

---

I recommend the following reappointments to the Community Development Authority:

<u>Name</u>	<u>Term</u>
Kate Jerome 11009 – 47 <sup>th</sup> Avenue Pleasant Prairie, WI 53158	October 7, 2014
Tom Reiherzer 11107 – 79 <sup>th</sup> Street Pleasant Prairie, WI 53158	October 7, 2014
Jill Sikorski (Alternate) 4040 110th Street Pleasant Prairie, WI 53158	October 7, 2013

\* \* \* \* \*

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS  
Period Ending:      September 11, 2012**

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. Sara J. Stagliano

thru June 30, 2014

Jane M. Romanowski  
Village Clerk