



## AGENDA

### Plan Commission

Village Hall Auditorium  
9915 - 39th Avenue  
Pleasant Prairie, WI  
Monday, January 13, 2020  
5:00 PM

1. Call to Order
2. Roll Call
3. Minutes
  - 3.A Consider approval of the November 25, 2019 Plan Commission minutes.  
[November 25, 2019.doc](#)
  - 3.B Consider approval of the the December 9, 2019 Plan Commission minutes.  
[December 9, 2019.doc](#)
4. Correspondence
5. Citizen Comments
6. New Business
  - 6.A Public Hearing and consideration of a **Preliminary Plat** for the request of Dan Szczap on behalf of Creekside Investments LLC, owners of the property generally located north of the existing Creekside Crossing development (Creekside Circle between 62nd and 66th Avenues) for a proposed 41 single family lot subdivision to be known as Creekside Terrace Subdivision.  
[Village Staff Report-Creekside Terrace.pdf](#)  
[Application and Plans-Creekside Terrace.pdf](#)
  - 6.B Public Hearing and consideration of a **Conditional Use Permit** for the request of Jonah Hetland of Bear Homes on behalf of Arbor Ridge Development Inc., for approval to use the home located at 7974 98th Circle as a sales and model home in the Arbor Ridge Subdivision.  
[Staff Report-Arbor Ridge CUP.pdf](#)
  - 6.C Consider the request of Matt Fineour, PE, Village Engineer for approval of a **Lot Line Adjustment and associated easements** for the reconstruction of the Village STH 165 Lift Station located at 11350 104th Street.  
[Application and Easements.pdf](#)

- 6.D Public Hearing and consideration of a **Floodplain Boundary Adjustment** for the request of Matt Fineour, PE, Village Engineer to remove 180.9 cu. ft. of 100-year floodplain and create 202.5 cu. ft. of 100-year floodplain for the reconstruction of the Village STH 165 Lift Station located at 11350 104th St.

[Application.pdf](#)

- 6.E Public Hearing and consideration of **Plan Commission Resolution #20-01** for a **Comprehensive Plan Amendment** for the request of Matt Fineour, PE, Village Engineer to amend the Land Use Plan related to the additional land being acquired for the reconstruction of the Village STH 165 Lift Station located at 11350 104th St..

[PC Res #20-01.pdf](#)

[Application.pdf](#)

- 6.F Public Hearing and consideration of a **Zoning Map Amendment** for the request of Matt Fineour, PE, Village Engineer to rezone the property for the reconstruction of the Village STH 165 Lift Station located at 11350 104th Street into the B-5, Freeway Office District.

[Application.pdf](#)

- 6.G Public Hearing and consideration of a **Conditional Use Permit including Site and Operational Plans** for the request of Matt Fineour, PE, Village Engineer for the reconstruction of the Village STH 165 Lift Station located at 11350 104th Street.

[Village Staff Report.pdf](#)

## 7. Adjournment

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



**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
November 25, 2019**

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on November 25, 2019. Those in attendance were Michael Serpe; Mike Pollocoff; Wayne Koessl; Judy Juliana; Bill Stoebig; John Skalbeck; Brock Williamson; Michelle Burnett (Alternative #2); and Terry Rice (Alternate #3). Deb Skarda (Alternative #1) was excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel; Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; and Aaron Kramer, Deputy Planner and Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER APPROVAL OF THE NOVEMBER 11, 2019 PLAN COMMISSION MEETING MINUTES.**

Judy Juliana:

Move to approve as written.

John Skalbeck:

Second.

Michael Serpe:

**MOTION MADE BY JUDY JULIANA AND SECONDED BY JOHN SKALBECK FOR APPROVAL OF THE NOVEMBER 11TH MINUTES. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

- 4. CORRESPONDENCE.**

**5. CITIZEN COMMENTS.**

Michael Serpe:

Is there anybody wishing to speak? Anybody wishing to speak under citizen comments?

**6. NEW BUSINESS:**

Michael Serpe:

Items A, B and C are all related. We will take comments on all three of them although Item A is a public hearing. That's the zoning text amendment, and Item B is the Certified Survey Map, and Item C is the Digital Imaging and DSIS Access Easement.

- A. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of Kevin Vernick with MEV PP LLC agent, for an amendment of the Prairie Ridge Plan Unit Development related to the Sherwin Williams development to be located on 91st Avenue between 76th Street and Prairie Ridge Blvd.**
- B. Consider the request of Kevin Vernick, with MEV PP LLC, agent for approval of a Certified Survey Map to create a parcel for the proposed Sherwin Williams development to be located on 91st Avenue between 76th Street and Prairie Ridge Blvd.**
- C. Consider the request of Kevin Vernick, with MEV PP LLC, agent for approval of Site and Operational Plans, Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement for the construction of a 4,000 square foot Sherwin Williams store and associated site improvements at 7667 91st Avenue in the Prairie Ridge Development.**

Aaron Kramer:

Mike Serpe and members of the Plan Commission, we're here to do both consideration of a Zoning Text Amendment at the request of Kevin Vernick with MEV PP, LLC, agent, for an amendment of the Prairie Ridge Plan Unit Development related to the Sherwin Williams development to be located at 91st Avenue between 76th Street and Prairie Ridge Boulevard. At the same time we'll also be considering a Certified Survey Map as well as a Site and Operational Plan, digital security imaging, DSIS agreement, and the DSIS access easement. These items are related and will be discussed at the same time, however require separate actions.

The petitioner is requesting approval of a Site and Operational Plans for the construction of a 4,000 square foot paint store with associated site improvements on a vacant to be created 1.27 acre property to be located 7667 91st Avenue in the Prairie Ridge Development. Kevin Vernick is the developer of this corporate Sherwin -Williams store. The Sherwin-Williams Company is a Fortune 500 company in the general building materials industry. The company is headquartered in Cleveland, Ohio, primarily engages in the manufacturing, distribution, and sales of paints,

coatings and related products to professional, industrial, commercial, and retail customers primarily in North and South American and Europe markets.

The Pleasant Prairie Sherwin-Williams store is intended to sell Sherwin-Williams branded architectural paints and coatings, industrial and marine products, and original equipment manufacturer product finishes and similar items and to contractor support, sprayer maintenance and repair and RRP Certification sessions and supplies. The store hours open to the public will be Monday through Friday 7 to 8 p.m., Saturday 8 to 6 p.m. and Sunday 10 to 6 p.m. Six daily automobile trips are anticipated with one weekly truck trip to and from the site. A total of 24 parking spaces including one handicapped accessible parking space would be provided on the site with cross-access to the BMO Harris site to the north and to the vacant lot to the south.

The store is projected to be under construction in February of 2020 and completed and operational in June of 2020. This is a brand store for the Pleasant Prairie market and will not be a relocation. The Village Plan Commission conditionally approved the Master Conceptual Plan for this proposed development on October 14, 2019. The Site and Operational Plans submitted to the Village on November 8, 2019 comply with the comments and conditions in the staff memo presented to the Plan Commission on October 14, 2019 as well as the Land Use Map. This property and the adjacent property to the south are planned to be developed as community commercial in conformance with the Prairie Ridge Planned Unit Development.

The Zoning Text Amendment, the property is currently zoned B-2 (PUD), Commercial Business District with a Planned Unit Development Overlay. The current Prairie Ridge Plan Unit Development Ordinance is proposed to be amended to include the following items related to the Sherwin Williams development including that the Sherwin-Williams building will be equipped with a fire sprinkler system; and that Lot 1 of the proposed CSM will be allowed to be 1.277 acres rather than the two acre minimum for the rest of the development; and that the wall signs for this site would increase the maximum amount of signage to 115 square feet in total building.

In addition, the PUD is being amended to indicate that any amendments related to the dedication entry monument easement within the Prairie Ridge Development may be requested by the Prairie Ridge Commercial Association rather than the original developer VK Development.

The Certified Survey Map, the property is being proposed to be subdivided into two separate parcels. Lot 1 is the northern property where the Sherwin-Williams is being proposed. That property is the 1.277 acre property. The property to the south is proposed to be 3.603 acres, and it is to be developed for further commercial development pursuant to the Master Conceptual Plan as conditionally approved by the Village Board on October 22, 2019.

The attached CSM has a few comments and corrections, as well as there are currently no outstanding taxes or special assessments on this property. Pursuant to the Village finance department there are also any types of taxes, assessments or fees shall be paid prior to granting occupancy for the site. A recorded copy of the CSM shall be provided to the Village within 30 days of Board approval.

Recommendations: The Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented, as well as the Certified Survey Map subject to the comments and conditions. And, finally, the

Village staff recommends that the Plan Commission approve the Site and Operational Plans, the digital security and imaging system, the agreement and the DSIS access easement subject to the comments and conditions of the Village staff reported dated November 25, 2019.

Jean Werbie-Harris:

And this is a matter for public hearing as we have some items on that.

Michael Serpe:

This is a matter for public hearing. Item A is a public hearing, but the Commission will accept comments and questions on all three items, B and C included. This a matter for public hearing. Anybody wishing to speak?

Jean Werbie-Harris:

And we do have Kevin Vernick here representing Sherwin-Williams.

Michael Serpe:

Anything add, Kevin? Okay, remain silent, probably good.

Kevin Vernick:

[Inaudible]

Michael Serpe:

We may have some questions for you. We'll ask you to come back up if that's the case. Anybody else wishing to speak? Anybody else wishing to speak? We'll close the public hearing and open it up to comments and questions from the Commission. Jean, can you explain the difference between the two acre land and the 1.22, what is it, 1.27?

Jean Werbie-Harris:

Based on what they are designing or what they need for their site they don't need a total of two acres. And so they have more than enough land to accommodate their 4,000 square foot building. And so as a result the property to the south depending on its use will likely need a little bit more acreage. And so they meet the open space requirements, the parking requirements, the size requirements. So the staff recommends that the 1.277 acres is more than enough for them for this desired use at this location.

And then just a couple other things. There is a cross-access easement there. Our attorney has drafted and we've reviewed, we're just waiting for Bear Development to take a look at. And that clearly identifies that cross-access between BMO Harris property to the north, the Sherwin-Williams property and then the land to the south which eventually can take you out onto Prairie Ridge Boulevard or 91st Avenue, so that is in the works as well.

Michael Serpe:

Any other comments or questions? What's your pleasure?

Judy Juliana:

I move to -- I recommend to send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented in the staff report.

Wayne Koessl:

Second.

Michael Serpe:

**MOTION MADE BY JUDY JULIANA AND SECONDED BY WAYNE KOESSL FOR APPROVAL OF THE ZONING TEXT AMENDMENT. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. What's your pleasure on Item B? Anybody?

Wayne Koessl:

Mr. Chairman, I would move that the Plan Commission send a favorable recommendation to the Village Board to approve the Certified Survey Map subject to the comments and conditions of the Village staff report dated November 25, 2019.

Judy Juliana:

Second.

Michael Serpe:

**MOTION MADE BY WAYNE KOESSL AND SECONDED BY JUDY JULIANA FOR APPROVAL OF THE CERTIFIED SURVEY MAP. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Item C?

Bill Stoebig:

I move to approve the Plan Commission recommend the Site and Operational Plans, digital security imaging and DSIS agreement and easement.

Judy Juliana:

Second.

Michael Serpe:

**MOTION MADE BY BILL STOEBIG AND SECONDED BY JUDY JULIANA FOR APPROVAL OF THE SITE AND OPERATIONAL PLAN, DIGITAL SECURITY SYSTEM AND A DSIS ACCESS EASEMENT. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

**D. Consider the request of Henry Teng, of Ta Chen International, Inc. agent on behalf of Seefried Properties, Inc., owner of the property located at 8500 116th Street for approval of Site and Operational Plans to occupy the entire 204,797 square foot building for dry storage/warehousing.**

Jean Werbie-Harris:

Trustee Serpe and members of the Plan Commission, Seefried Properties is requesting with the request of Henry Teng of Ta Chen International, agent of behalf of Seefried I should say, owner of the property located at 8500 116th Street for approval of Site and Operational Plans. This is to occupy an entire 204,797 square foot building for dry storage and warehousing.

Seefried Properties purchased the property located at 8500 116th Street, and this is site of the former Rentsys Recovery Center property. They razed that existing 11,488 square feet, and they constructed a brand new building, a speculative industrial building. It's referred to as SIP or SIPI on 12.78 acres. Work began in May of 2019 with the razing of the structure, and construction began in June of 2019 for the building and site improvements.

The building is intended to be an additional leased warehousing location for Ta Chen. Ta Chen currently occupies two other sites in the Village, one located at 8500 109th Street and 8505 100th Street. Ta Chen currently employs approximately 70 full-time and 5 part-time employees in the

Village. Ta Chen is currently undergoing an expansion of their primarily site which is on 109th Street. That site Certified Survey Map and approval was granted by the Board in June of '19.

Founded by Mr. Robert Shieh in 1989, Ta Chen International entered the U.S. market as a newcomer to the stainless steel distribution business. Within ten years the company has grown from a small operation in Los Angeles to become the largest and most recognized name in stainless master distribution in the United States. In recent years Ta Chen has acquired companies such as other aluminum distributors, a domestic stainless pipe and tubing manufacturer and an aluminum mill which was purchased earlier this year.

Ta Chen's intends to utilize all of the warehouse space to store aluminum coils directly on the floor slab. These aluminum coils are approximately 60 inches in diameter and 72 inches tall. The storage of the materials is intended to be on palates stacked two high.

It is anticipated that Ta Chen would begin utilizing the building in January of 2020. It is anticipated that four full-time employees will work at this site with the possibility that up to 20 Ta Chen employees based out of the other facilities would interact at the site. It is anticipated that there will be 40 to 60 the daily average number of automobile trips to the site. Approximately two to ten daily truck trips are anticipated from this site.

The two existing access points will access the site from 116th Street. The site provides for 199 parking spaces and 23 dock doors with an additional 36 truck spaces which could be converted to dock doors at the future on the west side of the building. About 25 percent of the site will remain open space. Storm water for the development is accommodated through an onsite drainage system which drains to the regional retention facilities within the LakeView Corporate Park to the north of the property. We do have representatives here from both Ta Chen and Seefried to talk a little bit more about the project.

Michael Serpe:

Name and address for the record if you would.

Doug Hauser – Seefried Properties 8745 Higgins Road, Chicago.

Michael Serpe:

If anybody has any questions we can address them to you.

[Inaudible]

Jean Werbie-Harris:

We do have someone here from Ta Chen also to make a presentation.

Judy Juliana:

To staff. It says here that we're supposed to recommend a conditional approval of the Site and Operational Plan. I thought this was the approval, not conditional, or am I reading it wrong?

Jean Werbie-Harris:

So all of our Site and Operational Plans are conditional approvals, all of them whether or not they're preliminary or final. In this case it's a Final Site and Operational Plan, but they all have conditions because the staff always has conditions. But in this case it's a Final Site and Operational conditional approval.

Michael Serpe:

Any other comments or questions? Is there a press involved with the fabrication, is that why you had to redo the --

[Inaudible]

Michael Serpe:

Okay, no manufacturing, all right.

Jean Werbie-Harris:

Could we just have your name and address for the record, too?

Richard Barbitta:

Michael Serpe:

Thank you. Is that microphone working? All right. Any other comments or questions from the Commission?

Judy Juliana:

If there are no further comments or questions I recommend conditional approval of the Site and Operational Plans subject to the comments and the following conditions in the report.

Brock Williamson:

Second.

Michael Serpe:

**MOTION MADE BY JUDY JULIANA AND SECONDED BY BROCK WILLIAMSON FOR APPROVAL OF THE SITE AND OPERATIONAL PLAN. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.



Michael Serpe:

Opposed? The ayes have it.

**E. Consider the request of the Matt Fineour, PE, Village Engineering on behalf of Haribo of America Manufacturing LLC, for approval of a Certified Survey Map to dedicate additional right-of-way on 122nd Avenue and Goldbear Drive.**

Jean Werbie-Harris:

The following is a request of Matt Fineour, PE. He is our Village Engineering on behalf of Haribo of America Manufacturing, LLC. This is approval for a Certified Survey Map to dedicate additional right-of-way on 122nd Avenue and Goldbear Drive just west of the Interstate and south of Highway C. As a result of final roadway plans additional right-of-way along Goldbear Drive totaling about 1,455 square feet is being dedicated so that all public improvements including the public sidewalk is located within the dedicated right-of-way.

Also, on the north end of the property along Highway C additional right-of-way is being dedicated to accommodate the relocated driveway access. Due to their truck traffic on the north end of the site, they're requesting a wider driveway than 35 feet for the manufacturing and distribution area that connects to 122nd Avenue. So, therefore, the DOT has requested that right-of-way be dedicated to the Village for the wider driveway at that location. The staff recommends approval of the Certified Survey Map subject to the CSM being finalized, executed and recorded at the Register of Deeds office and a recorded copy of the CSM being provided back to the Village. As you can see on the slide those are the blowup of the two areas, the additional right of way that's needed for the wider driveway along 122nd Avenue, and then that driveway on that sliver of right-of-way needed for that sidewalk on the south side by Goldbear Drive.

Mike Pollocoff:

I recommend that the Certified Map as presented be approved [inaudible] recorded [inaudible].

Michael Serpe:

Is there a second to that?

Judy Juliana:

Second.

Michael Serpe:

**MOTION MADE BY MIKE POLLOCOFF AND SECONDED BY JUDY JULIANA FOR APPROVAL OF THE CERTIFIED SURVEY MAP. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

**7. ADJOURN.**

Judy Juliana:

Move to adjourn.

Wayne Koessl:

Second.

Michael Serpe:

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

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Have a nice Thanksgiving.

Jean Werbie-Harris:

I wanted to mention that there is only one meeting left for the Plan Commission this year in December, and that meeting is on December 9th. There's not a second meeting so we have one meeting left this year for the Plan Commission. And happy Thanksgiving.

Michael Serpe:

With that have a happy Thanksgiving.

Judy Juliana:

Happy Thanksgiving everybody.

**Meeting Adjourned: 6:21 p.m.**



## **AGENDA ITEM COVER**

### **Plan Commission**

### **January 13, 2020**

**AGENDA ITEM TITLE:**

Consider approval of the the December 9, 2019 Plan Commission minutes.

**PROPOSED BY:** Community  
Development

**FISCAL IMPACT:** No

**AGENDA CATEGORY:** Action

**BUDGETED:** No

**MEETING TYPE REQUIRED:**  
  
Regular

**BUDGET TYPE:**

**STRATEGIC INITIATIVE:** No

**SUMMARY:****STAFF RECOMMENDATION:**

Approve

[December 9, 2019.doc](#)

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
December 9, 2019**

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on December 9, 2019. Those in attendance were Michael Serpe; Wayne Koessl; Deb Skarda (Alternative #1); Judy Juliana; Bill Stoebig; John Skalbeck; Brock Williamson; Michelle Burnett (Alternative #2); and Terry Rice (Alternate #3). Mike Pollocoff was excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel; Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Peggy Herrick, Assistant Village Planner and Zoning Administrator; and Aaron Kramer, Deputy Planner and Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CORRESPONDENCE.**
- 4. CITIZEN COMMENTS.**

Michael Serpe:

If there's anybody wishing to speak now is your opportunity. All we ask is that you give us your name and address for the record. Anybody wishing to speak? Anybody wishing to speak? Anybody wishing to speak? We'll close citizens' comments.

- 5. NEW BUSINESS:**
  - A. Consider the request of Jeff Smith, agent for Verde 88th Avenue, LLC owners of the property located at 11589 88th Avenue in the LakeView Corporate Park for approval of Final Site and Operational Plans for an 86,808 square foot warehouse distribution addition for Volkswagen Group of America, LLC.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is the request of Jeff Smith, agent for Verde 88th Avenue, LLC, owners of the property located at 11589 88th Avenue in the LakeView Corporate Park. And this is for the approval of Final Site and Operational Plans for an 86,808 square foot warehouse distribution addition for the Volkswagen Group of America, LLC.

Volkswagen has occupied the existing 250,366 square foot building located at 11589 88th Avenue in the LakeView Corporate Park since 2003, and they use the facility for warehouse and parts distribution. At this time they are requesting approval of a Final Site and Operational Plan for an 86,808 square foot warehouse distribution addition for auto parts for Volkswagen Group of

America, LLC. As you can see, it's an extension to the south, and it's right on that corner of Highway H and 116th Street.

There are 40 full-time employees working one shift at the facility. No new employees are anticipated with the expansion. Upon completion of the addition there will be 133 parking spaces, including seven handicapped accessible parking spaces with nine new truck dock doors for a total of 37 truck dock doors. It is estimated that there will be an average of 40 daily automobile trips and an average of 20 day truck trips to and from the site.

As you will recall, on August 12, 2019, the Plan Commission had conditionally approved Preliminary Site and Operational Plans to begin site grading and to install underground utilities and footing and foundation for the expansion for the additional warehouse distribution space. To date no work has commenced, but is intended to commence by the spring of 2020, and is anticipated to be completed in the fall of 2020. We do have representatives here if you have any questions or if they have any additional comments that they would like to make.

Michael Serpe:

Does the petitioner have anything to add? Comments or questions from the Commission?

Wayne Koessler:

I have none, Chairman. I would move approval of the addition.

Michael Serpe:

Is there a second?

Judy Juliana:

Second.

Michael Serpe:

**MOTION MADE BY WAYNE KOESSL AND SECONDED BY JUDY JULIANA FOR APPROVAL OF THE FINAL SITE AND OPERATIONAL PLAN. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you, Jeff. We all love Volkswagens. We all look forward to your expansion. Keep up the good work. Thank you.

**B. Consider the required of Mark Eberle, P.E. with Nielsen, Madsen, and Barber S.C. for Site and Operational Plans approval for a parking lot expansion for Good Foods Group, LLC located south of their facility at 10100 88th Avenue in LakeView Corporate Park.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and audience, this is the request of Mark Eberle, P.E. with Nielsen, Madsen, and Barber S.C. for Site and Operational Plans. And this is for the approval for a parking lot expansion for Good Foods Group, LLC located south of their existing facility located at 10100 88th Avenue in LakeView Corporate Park. Good Foods Group is requesting approval of a parking lot expansion, and this is to accommodate 156 additional parking spaces on their property south of their existing 93,430 square foot facility. Again, that's located at 10100 88th Avenue as shown on the slide. The current site has 193 onsite parking spaces.

Good Foods has occupied their original building since 2013. In 2014, they constructed an addition and anticipated that the existing site could accommodate parking for 150 employees. Good Foods has now grown to employ 245 people, and since parking on site is not adequate they are currently shuttling employees from an offsite parking area. The addition of the 156 parking spaces will provide for a total of 349 parking spaces for their employees. The new parking lot provides a marked pedestrian access to the building.

Again, this is on the far east end of the existing vacant property to the south so it abuts up to 102nd Street on the south and Highway H on the east. And there will be one primary entrance off of 102nd Street that aligns with the driveway to the south. And they will have paved parking, curb and gutter, lighting, landscaping. And then they'll have a walk and series of steps to get you from the north end of the parking lot to their driveway, and then eventually it will head north to their main facility, the front door of their main facility. With that there are representatives here from Good Foods including their engineer. If you have any questions I'm sure they'd be happy to answer. I'm not sure if Ed or someone from their team would like to come up and let us know how well Good Foods is doing in the park.

[Inaudible]

Ed Holle:

Moved up from Illinois. The company itself --

Michael Serpe:

Name and address for the record. Name and address for the record.

Ed Holle:

Ed Holle, address is [inaudible]. The company is ten years old. It moved up in 2013 as Jean just indicated from Illinois. At the time it was moved into a 70,000 square foot facility. We had 50 employees. I joined the company about a year and a half ago. Since that time we opened another

production facility in Mexico for the guacamole products that we do. That facility employs over 600 employees. We're also looking at a second [inaudible] down in Mexico at this same time. Our HPP machines which is kind of the core of our business is what allows us to produce healthy foods without additives, preservatives, chemicals. I could go into that further. But basically it uses high pressure processing to eliminate E. coli, listeria and salmonella. We can then ship our guacamole all across the United States.

Our entrepreneur founder, CEO, Kurt Penn, was KABA's 2015 entrepreneur of the year. We won KABA's 2018 business of the year. We have had a growth of 12 to 18 percent on the top line revenue each of the last four years, and it was much higher the years before that. So we're growing fast. Right now we have a shuttle as Jean indicated that our temp employees which are approximately [inaudible] percent of our manufacturing workforce park by the RecPlex, we have a shuttle that runs them over to the manufacturing facility. The Good Food employees are allowed to park in our parking lots. We have made more of an effort to hire on good temp employees. We have outgrown our current parking situation. The founder owns the lot just to the south of Good Food's current site. So we will need to retitle that property. But we would expand in that direction and basically double the parking capabilities of the company.

Michael Serpe:

Wow, that's impressive. Are you still the largest processor of guacamole in the world?

Ed Holle:

No, Holy has the largest title, we're the best. We have the chunky. We're not the whipped guacamole. We have the chunks of tomato and avocado in there.

Michael Serpe:

Good. Very much a success story for your company, and we're glad to have you in Pleasant Prairie so thank you. Any comments or questions from the --

Judy Juliana:

No comments from me.

Michael Serpe:

Okay, what's your pleasure?

Judy Juliana:

Move to approve the Conditional Site and Operational Plans subject to the comments and conditions in the report.

Bill Stoebig

Second.

Michael Serpe:

Motion made by Judy Juliana and seconded by Bill Stoebig for approval of the Site and Operational Plan. Those in favor say aye.

Voices:

Aye.

Michael Serpe:

Thanks, keep it going.

Wayne Koessl:

And, again, we enjoy your growth in Pleasant Prairie.

**C. Consider the request of Matthew Larson, owner of the property located at 10636 39th Avenue for approval of a Certified Survey Map to subdivide the property into two parcels.**

Peggy Herrick:

This is the request of Matthew Larson, owner of the property located at 10636 39th Avenue requesting approval of a Certified Survey Map to subdivide the property into two parcels. The property is currently zoned R-4 (UHO), which is an Urban Single Family Residential with an Urban Landholding Overlay District. The R-4 District requires lots to have a minimum frontage of 90 feet on a public road and a minimum lot area of 15,000 square feet per lot.

Lot 1 is proposed to be 7.67 acres with 123.99 feet of frontage on 39th Avenue. Lot 1 has an existing home and a detached shed on the property. This lot could be further subdivided in the future with the extension of 41st Avenue and 43rd Avenue's public infrastructure at the cost of the property owner from the existing development south of Lot 1. In addition, further environmental evaluation would need to be done to determine the exact location of wetlands on the western portion of Lot 1 by the property owner to determine the feasibility and further subdivision of Lot 1.

Lot 2 is proposed to be 23,811 square feet with 100.07 feet of frontage on 39th Avenue. This would be a vacant lot where a new home could be built. Also, the CSM is dedicating additional right-of-way on 39th Avenue for a total of 50 feet from the center for a future right-of-way expansion or improvements in 39th Avenue. Public municipal sanitary sewer and municipal water are available on 39th Avenue, and the new home on Lot 2 will be required to connect to those public improvements. 39th Avenue is a county highway, County Trunk Highway EZ, and a new driveway for Lot 2 would be required to obtain a permit from Kenosha County.



The proposed land division conforms with the minimum regulations of the R-4 Zoning District requirements related to lot area and lot frontage and all the requirements of the Village Land Division and Development Control Ordinance.

Michael Serpe:

Comments or questions?

Judy Juliana:

No comments.

Michael Serpe:

How many lots have we required right-of-ways on 39th Avenue for the expansion besides this one, any?

Peggy Herrick:

Sure, as we do Certified Survey Maps and as subdivisions have been approved in the past like Mission Hills, Foxmoor, there's been a number of CSMs right across the street, so as we have land divisions occur there is right of way being dedicated for a total of 100 feet along 39th Avenue.

Michael Serpe:

Okay, what's your pleasure?

Judy Juliana:

Move to approve the CSM subject to the above comments and the conditions in the report.

Wayne Koessl

Second.

Michael Serpe:

**MOTION MADE BY JUDY JULIANA AND SECONDED BY WAYNE KOESSL FOR APPROVAL OF THE CSM. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

**D. Consider the request of Julie Ogren, agent for Larry Day, owner of the property located at 4016 93rd Street for approval of a Certified Survey Map to subdivide the property into two parcels.**

Aaron Kramer:

Plan Commissioners, the next item is to consider the request of Julie Ogren, agent for Larry Day, owner of the property located at 4016 93rd Street for the approval of a Certified Survey Map to subdivide the property into two parcels. The petitioners are requesting to subdivide the property located at 4016 93rd Street, further identified as Tax Parcel Number 92-4-122-144-0127, into two parcels. The property is currently zoned R-4, Urban Single Family Residential, which requires lots to have a minimum frontage of 90 feet of frontage on the public road and for the lot area in total to be no smaller than 15,000 square feet each new lot.

Lot B-1 is proposed to be 36,492 square feet having the bulk of this property with approximately 109 feet of frontage on 93rd Street. The Lot identified as B-2 is 41,061 square feet with 122.65 feet of frontage on 93rd. Lot B-2 has the existing home for the property. And in addition to the additional right-of-way that is being dedicated a total of 50 feet from the center line of the road for the future right-of-way expansion or improvements of 93rd Street. The public municipal sanitary sewer and water are available off of 93rd Street, and a new home for Lot B-1 would be required to connect to those public improvements.

The proposed land division conforms with the minimum regulations of the R-4 Zoning District requirements related to the lot area and lot frontage, those being the 15,000 square foot minimum as well as the 90 feet of frontage on a public street and the requirements of the Land Division and Development Control Ordinance. At this time the Village staff does recommend the approval of the Certified Survey Map subject to the comments and conditions in this report.

Michael Serpe:

Are the new proposed homeowners in the audience with us? Good. Are you residents of Pleasant Prairie now?

[Inaudible]

Michael Serpe:

You are. Okay, good. Good luck. Any questions on this? Nothing? What's your pleasure.

Wayne Koessl:

Move approval of the Certified Survey Map subject to the conditions outlined by the staff on their memo.

Judy Juliana:

Second.

Michael Serpe:

**MOTION MADE BY WAYNE KOESSL AND SECOND BY JUDY JULIANA FOR APPROVAL OF THE CERTIFIED SURVEY MAP. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Before we adjourn I have a couple things I want to say. Bill Stoebig is leaving us, is resigning from the Plan Commission effective tonight. I guess Bill wants to do something a little bit less exciting than what the Plan Commission has to offer. Bill has been with us for quite some time. His input has always been welcomed. He's been an excellent Plan Commission member and will be truly missed. Bill we wish you well. If you wish to say something.

Bill Stoebig:

I just want to say thanks for the opportunity. It's been a lot of fun. And it's been interesting to see all the developments going. So keep up the good, everyone.

Michael Serpe:

You were a part of it. And with Bill's leaving that leaves a position on the Plan Commission available, and Brock Williamson will be appointed to that seat. So, Brock, welcome to the higher ups. Also, this is our last meeting for the Plan Commission for 2019. And when we come back in 2020 we will start our meetings at five o'clock. So the first meeting of the Plan Commission in 2020 will be at five o'clock.

## **6. ADJOURN.**

Judy Juliana:

Move to adjourn.

Bill Stoebig

Second.

Michael Serpe:

**MOTION MADE BY JUDY JULIANA AND SECONDED BY BILL STOEBIG TO ADJOURN. ALL THOSE IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you. Bill, good luck.



## **AGENDA ITEM COVER**

### **Plan Commission**

### **January 13, 2020**

#### **AGENDA ITEM TITLE:**

Public Hearing and consideration of a Preliminary Plat for the request of Dan Szczap on behalf of Creekside Investments LLC, owners of the property generally located north of the existing Creekside Crossing development (Creekside Circle between 62nd and 66th Avenues) for a proposed 41 single family lot subdivision to be known as Creekside Terrace Subdivision.

**PROPOSED BY:** Community Development

**FISCAL IMPACT:** No

**AGENDA CATEGORY:** Action

**BUDGETED:** No

**MEETING TYPE REQUIRED:**  
Public Hearing

**BUDGET TYPE:**

**STRATEGIC INITIATIVE:** No

#### **SUMMARY:**

The Developer is requesting approval of a Preliminary Plat for the re-development of the remaining vacant land within the Creekside Crossing development. The Preliminary Plat proposes the development of 41 single family lots. See attached Village Staff Report for additional comments and conditions of approval.

#### **STAFF RECOMMENDATION:**

Village Staff recommends that the Plan Commission and send a favorable recommendation to the Village Board subject to the attached Village Staff Report.

[Village Staff Report-Creekside Terrace.pdf](#)

[Application and Plans-Creekside Terrace.pdf](#)

## VILLAGE STAFF REPORT OF JANUARY 13, 2020

Bear Development LLC is requesting approval of a **Preliminary Plat** for the proposed 41 single family lot subdivision referred to as **Creekside Terrace**. This is the final phase of the Creekside development to be located adjacent to Creekside Circle, west of 62<sup>nd</sup> Avenue and extending around to 91<sup>st</sup> Street.

**Background Information as presented at previous public hearings:** The Creekside Crossing condominium (including 8 unit, 4 unit and 2 unit buildings) and single family residential development were initially developed in several phases by Mastercraft Builders from 2005-2010. Between the years of 2010-2014 portions of the development were sold to other contractors who constructed additional units to complete portions of the project. The original Creekside Crossing development anticipated 24 single family lots; 34 2-unit condominium buildings; 17 4-unit condominium buildings and 19 8-unit condominium buildings. All of the single family lots have since been developed and all of the condominium units with the exception of two 8-unit buildings have been built within the existing platted condominium area. The undeveloped land in the original development proposal would have included a total of 158 additional condominium units (11-8 unit buildings, 6-4 unit buildings and 23-2 unit buildings).

Due to the recession, the undeveloped land remained vacant for several years. Creekside PP, LLC purchased the undeveloped land. On August 17, 2015 the Village Board conditionally approved a Conceptual Plan to develop the remaining vacant land north and west of the Creekside Subdivision and the Creekside Crossing Subdivision and Condominium development adjacent to 89<sup>th</sup>, 90<sup>th</sup> and 91<sup>st</sup> Streets, 90<sup>th</sup> Place, 62<sup>nd</sup> Avenue, and Creekside Circle for 64 single family lots and one (1) two family lot. The Creekside PP, LLC developers, after re-evaluation did not move forward with this single family/two family proposal due to the costs of constructing Creekside Circle and the Jerome Creek crossing bridge public improvements, therefore the plan did not move forward.

After significant review and consideration of several development options by the developer and Village with input from the community, a plan was developed for the remaining Creekside vacant properties (approximately 58 acres) and additional vacant properties (approximately 9 acres) adjacent to the proposed 91<sup>st</sup> Street east of Old Green Bay Road. The Village Board at its March 18, 2019 meeting amended the Whittier Creek Neighborhood Plan and conditionally approved a Conceptual Plan (Option 3a) which included 54 single family lots, a two-family lot and 7-20 unit multi-family apartment buildings.

On May 20, 2019, the Village Board approved the Residential Development Plans for The Vista at Creekside Apartments (7-20 unit apartment buildings) which are under construction at 91<sup>st</sup> Street and Old Green Bay Road. The primary entrance to The Vista at Creekside development is from Old Green Bay Road at 91<sup>st</sup> Street. At this entrance, a club house is being constructed for the apartment development.

On October 21, 2019 the Village Board conditionally approved a revised Conceptual Plan for the development of 41 single family lots (a reduction from 54 single family lots and 1 two family lot) to be known as Creekside Terrace. The revised Conceptual Plan shows that all lots will be adjacent to the existing platted roadways (Creekside Circle, 90<sup>th</sup> Street and 62<sup>nd</sup> Avenue). This single family development will require that the remainder of Creekside Circle and 62<sup>nd</sup> Avenue will be constructed. Although 62<sup>nd</sup> Avenue will terminate in a cul-de-sac, if the wetlands are allowed to be filled by permit, 62<sup>nd</sup> Avenue could be extended to the north and 89<sup>th</sup> Street could be extended to the east. As discussed with the development of The Vista and the revised Conceptual Plan for Creekside Terrace, providing multiple public road connections to and through the development allows traffic to be

dispersed. Residents living in the Creekside neighborhood will travel the easiest path to get to their destination. The projected traffic volume and movements are anticipated to be similar as to what was projected by the original Creekside development.

Pursuant to the Village Engineer, the proposed Creekside Terrace development and the total number of units does not warrant a traffic study. When the nearby vacant land south of 93<sup>rd</sup> Street/Dabbs Farm Drive is proposed to be developed, a Traffic Study will be required. That being said, Traffic Analysis and Design Inc. (TADI), on behalf of the petitioner, completed a Traffic Impact Analysis (TIA) for the Main Street Market development at STH 165 and STH 31. This TIA examined Old Green Bay Road running north to Dabbs Farm Drive. As part of the Main Street Market development on the corner of STH 165 and Old Green Bay Road, the TIA required that a dedicated right turn lane would likely be needed to Dabbs Farm Drive between Old Green Bay Road and STH 31 in the future.

As required by the March 2019 Conceptual Plan approval, this existing traffic study was used as a basis for the developer's traffic engineer's review and they verified that the only improvements needed were acceleration/deceleration lanes on Old Green Bay Road as a result of the 91<sup>st</sup> Street connection. See **attached** Technical Memorandum dated April 23, 2019 from TADI.

During several public hearings in 2019, it was noted at a public hearing by some Creekside residents that speeding within the development is an issue. It was referred to the Police Chief for his input—he noted that the Association should remind its residents to slow down and abide by the speed limit; that the police could set up a digital speed signs in the neighborhood; or occasionally a squad car could be present in the neighborhood. In a letter received on August 12, 2019 from resident Ken Harju, he has requested 4 ways stop signs at Creekside Circle and 92<sup>nd</sup> Place and Creekside Circle and 66<sup>th</sup> Avenue. This request was evaluated by both the Police Chief and the Public Works Director and they did not recommend the addition of any new stop signs in the development as too many stop signs often created an opportunity for drivers to drive faster only to stop suddenly or to only slow down or to roll through the stop sign.

In 2016, the Village Board adopted a new ordinance requiring the installation of sidewalks in residential developments. The Village Administrator, along with staff have evaluated and prepared a policy on how new sidewalks adjacent to existing development without sidewalks would be installed. The current Village policy is to complete sidewalk loops or neighborhood blocks and minimize dead ended sidewalks in mid-block. The developer at the developer's cost shall install sidewalks as shown on the plans within the development and off-site along the inside of Creekside Circle, 90 Street and 62<sup>nd</sup> Avenue. This interior connection along Creekside Circle provides pedestrian access that meets ADA standards to the existing Creekside Park. Pedestrian or roadway access to Ingram Park from Creekside would be established as development occurs east of the Creekside development and along 93<sup>rd</sup> Street when that roadway is further widen and improved. In addition, as discussed at previous public hearings the developer will donate funds to the Village add park equipment to the Creekside Park.

**Preliminary Plat for Creekside Terrace:** The Preliminary Plat is a further refinement of the revised Conceptual Plan. All lots are adjacent to the existing platted roadways (Creekside Circle, 90<sup>th</sup> Street and 62<sup>nd</sup> Avenue). This single family development will require that the remainder of Creekside Circle and 62<sup>nd</sup> Avenue be constructed. Although 62<sup>nd</sup> Avenue will terminate in a cul-de-sac, if the wetlands are allowed to be filled by permit, 62<sup>nd</sup> Avenue could be extended to the north and 89<sup>th</sup> Street could be extended to the east.

The single family lots are a minimum of 12,500 square feet with an average lot size of 17,810 square feet. All lots are a minimum lot depth of 125 feet and have a minimum of 80 feet of frontage on a public road unless located on a cul-de-sac or curve, in which case the lot frontage

may be reduced to 45 feet of frontage, provided that there is at least 80 feet of width at the required building setback line. A majority of the single family lots are adjacent to open space, retention basins, wetlands or floodplain.

Public Infrastructure Improvements: Creekside Circle and 91<sup>st</sup> Street rights-of-way have been dedicated by the original developer and the Developer will be installing public utilities and roadways will be constructed by the developer to service all of the lots. Municipal improvements are currently under construction by Bear Development within 91<sup>st</sup> Street and a portion of Creekside Circle for The Vista apartment project that will connect to this project. Public sidewalks will be provided in the development and off-site within the existing Creekside Crossing development as shown on the **attached** drawing. Portions of the sidewalk will be located outside of the right-of-way within easement areas adjacent to portions of Creekside Circle to allow for a majority of the existing street trees to remain. The developer is responsible to secure said off-site easements. All sidewalks maintenance and snow removal is the responsibility of the abutting property owners.

The primary access and haul roadway for the Creekside Terrace infrastructure and house construction will be from Old Green Bay Road at 91<sup>st</sup> Street. Temporary "No Construction Access" signs will be required to be installed at the Creekside entrances at 93<sup>rd</sup> Street during the construction activities prior to commencing the public improvements.

Floodplain Boundary Adjustment: On October 20, 2003 the Village Board adopted Resolution #03-42 to approve the Floodplain Boundary Adjustment for the Creekside development. In January 2005, the original developer of Creekside Crossing obtained the required permits from FEMA to begin the floodplain adjustment work. This grading work to amend the 100-year floodplain including the installation of the existing bridge on the south side of the development has been completed and the remainder of the grading work and the second bridge crossing on the north side of the development along with the construction of the remainder of Creekside Circle needs to be completed so that the 100-year floodplain boundary adjustment as-built drawings can be approved by WI DNR and FEMA and the official 100-year floodplain maps amended. [Note that no permits can be issued for any lots that are currently located within the 100-year floodplain until the floodplain boundary adjustment is completed and approved by FEMA.]

Wetlands: Fill permits were obtained by the Developer from the WI DNR and the US ACOE to fill a small portion of the wetlands for the construction of Creekside Circle and 91<sup>st</sup> Street. The remainder of the wetlands will remain unchanged. A portion of Wetland 5 is located within a future right-of-way that will be dedicated but not constructed at this time. In the future if the adjacent land is proposed for development to the north and east, those future developers will be required to obtain any fill permits from the WI DNR and US ACOE and extend the public improvements.

Zoning Map Amendments will be required for the Creekside Terrace development and will be considered with the Final Plat approval.

- The wetlands that will remain are proposed to be rezoned into the C-1, Lowland Resource Conservancy District;
- The single family lots are proposed to be rezoned into the R-4.5, Urban Single Family Residential District;
- The Outlots are proposed to be rezoned into the PR-1, Neighborhood Park and Recreational District.
- The 100-year floodplain will remain unchanged in the FPO, Floodplain Overlay District until such time as the floodplain boundary adjustment is complete, as-built plans are submitted and the LOMR-F is issued by FEMA.]

The Comprehensive Land Use Plan Map would also need to be amended to reflect the above noted zoning changes to ensure that the Land Use Plan and the Zoning Map are consistent.



**Recommended conditions of approval:**

1. On the listing of government agency contacts on the title page of Engineering Plans remove reference to Steve Wlahovich from the list.
2. All plan sheets on the Engineering Plans indicate Creekside PP, LLC in the title block. This should be updated and corrected to the current owner, which is Creekside Investments LLC.
3. See **attached** comments dated January 6, 2020 from the Village Engineer.
4. See **attached** additional comments dated January 6, 2020 from the Village Engineer related to the bridge plans. If the Developer intends to move forward with the bridge separately from the Final Plat and related documents, then Village will need to enter into a Memorandum of Understanding for this portion of the project. Further discussion is warranted related to this option.
5. See **attached** comments dated January 5, 2020 from the Community Development Director.
6. Lot 41 shall obtain driveway access to 62<sup>nd</sup> Avenue; however is considered a corner lot in that 89<sup>th</sup> Street on the north side of the lot will be dedicated but not constructed at this time. A new home may be constructed on Lot 41 prior to the construction of 89<sup>th</sup> Street. In the future, if wetland fill permits are obtained and development occurs to the east this unconstructed roadway will be required to be constructed. Note on the plat and engineering plans.
7. Further discussion is warranted related to Lot 22, Outlot 3 and grading associated with the last 2-8 unit condominiums to be constructed within Creekside Crossing development. Removing the retaining wall may work; however, the height difference between the condominium buildings and a house on Lot 22 is not acceptable. It is recommended that a 45' wide area adjacent to Creekside Circle and the south side of Lot 22 be added to Outlot 3 to provide a greater buffer between the condominium buildings and the single family home and providing the required access to Outlot 3 for the maintenance activities. This may require that Lot 22 be eliminated/relocated, Lots 17 and 21 to be readjusted and evaluation of creating a new lot west of Lot 29 outside of the 100-year floodplain for a total of 41 lots.
8. Further discussion is warranted related to Outlot 2 (encroachment of a retaining wall from the existing condominium development) and Outlot 5 (access to the Condominium Association for existing storm basin access). Are these outlots proposed to be transferred to the Creekside Crossing Condominium Association or remain with the Creekside Terrace Association?
9. Further discussion is warranted related to the maintenance of Outlot 1. Leaving the entire Outlot in a natural state is not acceptable.
10. Easements will be required to be obtained, by the Developer, for the required off-site sidewalks along Creekside Circle. The Developer shall provide verification from We Energies that they have no objection with this easement and the construction of public sidewalks with their Utility Easement located adjacent to the right-of-way of Creekside Circle.,
11. Clarify whether the developer will be building on all of the lots or will they be sold to other builders as well.
12. Are any entry monument signs proposed for this phase of the Development? If so shown on plans and show required signage easements on the plat and plans.
13. All easements shall be shown on the Final Plat, Engineering Plans and Landscaping Plans.

14. See **attached** comments on the draft Declaration of Restrictions, Covenants and Easements.
15. The exact location and size of utility easements shall be verified with We Energies and included on the Final Plat. All utility easements shall be labeled as **"Dedicated Utility Easements"**.
16. The Lot owners are collectively responsible for the ongoing maintenance and facility usage charges as imposed by We Energies for the public street lights. Pursuant to current Village procedures, the Village will coordinate the billing for these charges to the Creekside Terrace Homeowners Association Inc. Lot owners.
17. The Preliminary Plat shall be valid for two (2) years from the Village Board's conditional approval, during which all conditions must be satisfied and the Final Plat shall be submitted. If the property is not final platted within the two (2) years of the Village Board's approval, the Village shall require that the Plat be resubmitted for a new Preliminary Plat approval along with the appropriate filing fees.
18. The Developer shall provide a cash contribution to the Village to purchase additional park equipment for the Creekside Park. The Village staff will hold a follow-up meeting to discuss the equipment with the developer.
19. **Upon approval of the Preliminary Plat a meeting shall be scheduled with staff to discuss the above comments prior to submitting the following documents (3 full size copies and a pdf) for Village staff review prior to the Village accepting the Final Plat application and application fee:**
  - a. Draft Final Plat.
  - b. Revised Landscaping Plan for the public street trees and landscaping in the Outlots.
  - c. Revised Engineering Plans, Profiles and Specifications.
  - d. Draft easement vacation documents, including an illustration that shows all existing easements to be vacated.
  - a. Draft easement documents for the off-site public sidewalks adjacent to Creekside Circle.
  - b. A revised draft of the Declarations of Restrictions, Covenants and Easements. This document shall be in final form prior to consideration of the Final Plat by the Plan Commission.
  - c. A revised Public Street Lighting Plan, including a copy of the We Energies electrical distribution system plan and contract.
  - d. Ownership verification documents.
  - e. Operating documents for the property owner.
2. Upon Village staff review of the draft Final Plat and other documents as specified in the previous condition, the following shall be submitted so that the required public hearings can be scheduled and the Development Agreement can be drafted:
  - a. Final Plat application, application fee and related documents.
  - b. Easement Vacation documents and new off-site sidewalk easements.
  - c. Comprehensive Plan Amendment Application to amend the Land Use Map Amendment and application fee.
  - d. Zoning Map Amendment Application and application fee.
3. Upon Village approval of the Engineering Plans, Profiles and Specifications, the Developer

shall submit two (2) copies of the final Village approved plans and specifications so that the Village can request approval from the Kenosha Water Utility (KWU).

4. Upon written utility plan approval from the KWU, the Developer shall obtain written approval from the WI DNR.
5. **Upon Village approval of the Final Engineering Plans and Specifications, Landscaping Plan and Street Lighting Plan the following shall be submitted to the Village for staff review so that the Development Agreement can be finalized by the Village. The number of copies required are noted below, in addition, pdf's of all documents and plans shall be submitted. All documents shall be in final form prior to Village Board consideration of the Final Plat and Development Agreement.**
  - a. Five (5) paper copies of the Final Plat.
  - b. Five (5) paper copies of the approved Engineering Plans, Profiles and Specifications.
  - c. Five (5) paper copies of the Landscaping Plan.
  - d. Five (5) paper copies of the Street Lighting Plan, including a signed copy of the We Energies subdivisions electrical distribution system plan.
  - e. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - f. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - g. Recorded Articles of Incorporation for the Homeowner's Association.
  - h. Final Declaration of Restrictions, Covenants and Easements.
  - i. Final Homeowner's Association By-Laws.
  - j. Final Easement Vacation documents.
  - k. Final Sidewalk Easement documents.
  - l. A copy of the public sanitary sewer and water approval letters from the KWU, WI DNR, and SEWRPC.
  - m. A copy of the signed contracts, certificates of insurance, and performance and payment bonds. The contracts shall have the Developer's name as shown on the title of the property. The contractor certificates of insurance shall also list the Village of Pleasant Prairie as an insured party.
  - n. A Policy of Title Commitment equal to the cost of public improvements. The title policy shall indicate that the right-of-way is being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
  - o. A copy of the signed public street tree/landscaping contract, Street Tree/Landscaping Plan and certificate of insurance.
  - p. All other required Exhibits to the Development Agreement.
  - q. Erosion Control Permit application and plans and related fees (fees to be calculate by the Engineering Department).
  - r. Work in the Right-of-Way application, plans and related fee.

- s. A "draft" LOC shall be provided to the Village for staff review. (Must use Village format). A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. *IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.* The Cash payments and the "Final" LOC shall be provided prior to the Village at the closing.
  - t. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the Final Plat and Memorandum of Development Agreement.
- 6. If any of the houses are proposed to be used as a model or marketing office, a Conditional Use Permit application will be required to be submitted for consideration by the Plan Commission.
  - 7. Upon Village Board approval of the Final Plat and within seven (7) days of said approval the Village will host a closing to have the Plat and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide proof of recording to the Village within 72 hours of closing with the Village.
  - 8. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at the Village with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
  - 9. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
  - 10. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
  - 11. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
  - 12. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.
  - 13. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.

DEV1904-016

Date: April 23, 2019

## Technical Memorandum

**To:** Dan Szczap  
Bear Development, LLC

**From:** Michael May, P.E. PTOE

**cc List:**

**Subject:** The Vista at Creekside  
Village of Pleasant Prairie, Wisconsin

### PART A – INTRODUCTION

The Vista at Creekside is proposed northeast of Old Green Bay Road and 93<sup>rd</sup> Street in Pleasant Prairie, Wisconsin. The development is expected to consist of approximately 50 single-family units and 140 multi-family units.

This technical memorandum has been prepared to quantify the traffic volume expected to be generated by the development and to check expected operations at the 95<sup>th</sup> Street/Dabbs Farm Road intersection with Old Green Bay Road.

### PART B – TRAFFIC VOLUMES

The traffic volumes expected to be generated by the Vista at Creekside project were estimated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10<sup>th</sup> Edition*, and are shown below.

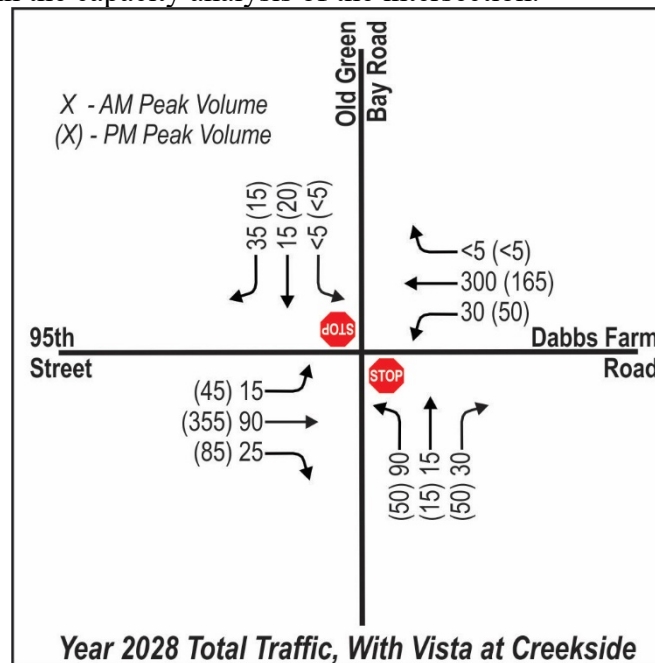
**The Vista at Creekside Trip Generation Table**

Land Use	ITE Code	Proposed Size	Weekday Daily	AM Peak			PM Peak		
				In	Out	Total	In	Out	Total
Single-Family Housing	210	50 Units	470 (9.44)	10 (25%)	25 (75%)	35 (0.74)	30 (63%)	20 (37%)	50 (0.99)
Multi-Family Housing	220	140 Units	1,020 (7.32)	15 (23%)	50 (77%)	65 (0.46)	50 (63%)	30 (37%)	80 (0.56)
<b>Total New Trips</b>			<b>1,490</b>	<b>25</b>	<b>75</b>	<b>100</b>	<b>80</b>	<b>50</b>	<b>130</b>

Traffic to/from the north on Old Green Bay Road (approx. 25% of all trips) and to/from the east on 93<sup>rd</sup> Street (approx. 15% of all trips) is not expected to travel through the 95<sup>th</sup> Street/Dabbs Farm Road & Old Green Bay Road intersection. Traffic to/from the west (approx. 55% of all trips) and south (approx. 5% of all trips) of the intersection is expected to enter intersection.

Year 2028 traffic volumes from the most recent Main Street Market TIA, which include the full build-out of Main Street Market and its identified off-site developments, were added to the trips

expected from the Vista at Creekside. The resulting Year 2028 total traffic volumes are shown below and were used in the capacity analysis of the intersection.



## PART C – TRAFFIC OPERATIONS

The Year 2028 total traffic volumes were analyzed to estimate the expected intersection operations under the existing intersection configuration, which includes:

- One shared left-turn/through lane and one shared through/right-turn lane eastbound;
- One shared left-turn/through lane and one shared through/right-turn lane westbound;
- One shared left-turn/through/right-turn lane northbound; and
- One shared left-turn/through lane and one right-turn lane southbound.

As shown below, all movements are expected to operate acceptably at LOS C or better conditions with the full build-out of the Vista at Creekside, Main Street Market, and other identified off-site development.

Intersection	Peak Hour		Level of Service per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
95th Street/Dabbs Farm Road & Old Green Bay Road	AM	LOS	A			A			C			B		
		Queue	20'			20'			35'			20'		
	PM	LOS	A			A			C			C		
		Queue	20'			20'			45'			20'		

## PART D – SUMMARY


















All movements are expected to operate at LOS C or better conditions with the full-build completion of the Vista at Creekside, Main Street Market, and identified off-site development.

# **APPENDIX**

## **Analysis Outputs**

Lanes, Volumes, Timings  
300: Old Green Bay Road & 95th Street

04/23/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	15	90	25	30	300	1	90	15	30	1	15	35
Future Volume (vph)	15	90	25	30	300	1	90	15	30	1	15	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		120
Storage Lanes	0		0	0		0	0		0	0		1
Taper Length (ft)	75			75			75			75		
Link Speed (mph)		35			35			35			35	
Link Distance (ft)		292			916			389			414	
Travel Time (s)		5.7			17.8			7.6			8.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	155	0	0	394	0	0	161	0	0	19	42
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											



HCM 6th TWSC  
300: Old Green Bay Road & 95th Street

04/23/2019

Intersection												
Int Delay, s/veh	4.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔			↔↔			↔			↔	↔
Traffic Vol, veh/h	15	90	25	30	300	1	90	15	30	1	15	35
Future Vol, veh/h	15	90	25	30	300	1	90	15	30	1	15	35
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	120
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	3	3	3	3	3	3	2	2	2	1	1	1
Mvmt Flow	18	107	30	36	357	1	107	18	36	1	18	42


















Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	358	0	0	137	0	0	418	588	69	529	603	179
Stage 1	-	-	-	-	-	-	158	158	-	430	430	-
Stage 2	-	-	-	-	-	-	260	430	-	99	173	-
Critical Hdwy	4.16	-	-	4.16	-	-	7.54	6.54	6.94	7.52	6.52	6.92
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.52	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.52	5.52	-
Follow-up Hdwy	2.23	-	-	2.23	-	-	3.52	4.02	3.32	3.51	4.01	3.31
Pot Cap-1 Maneuver	1190	-	-	1437	-	-	519	420	980	435	414	836
Stage 1	-	-	-	-	-	-	828	766	-	576	584	-
Stage 2	-	-	-	-	-	-	722	582	-	899	757	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1190	-	-	1437	-	-	459	400	980	391	395	836
Mov Cap-2 Maneuver	-	-	-	-	-	-	459	400	-	391	395	-
Stage 1	-	-	-	-	-	-	815	754	-	567	566	-
Stage 2	-	-	-	-	-	-	644	564	-	832	745	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			0.8			15.2			11.1		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	511	1190	-	-	1437	-	-	395	836
HCM Lane V/C Ratio	0.315	0.015	-	-	0.025	-	-	0.048	0.05
HCM Control Delay (s)	15.2	8.1	0	-	7.6	0.1	-	14.6	9.5
HCM Lane LOS	C	A	A	-	A	A	-	B	A
HCM 95th %tile Q(veh)	1.3	0	-	-	0.1	-	-	0.2	0.2

Lanes, Volumes, Timings  
300: Old Green Bay Road & 95th Street

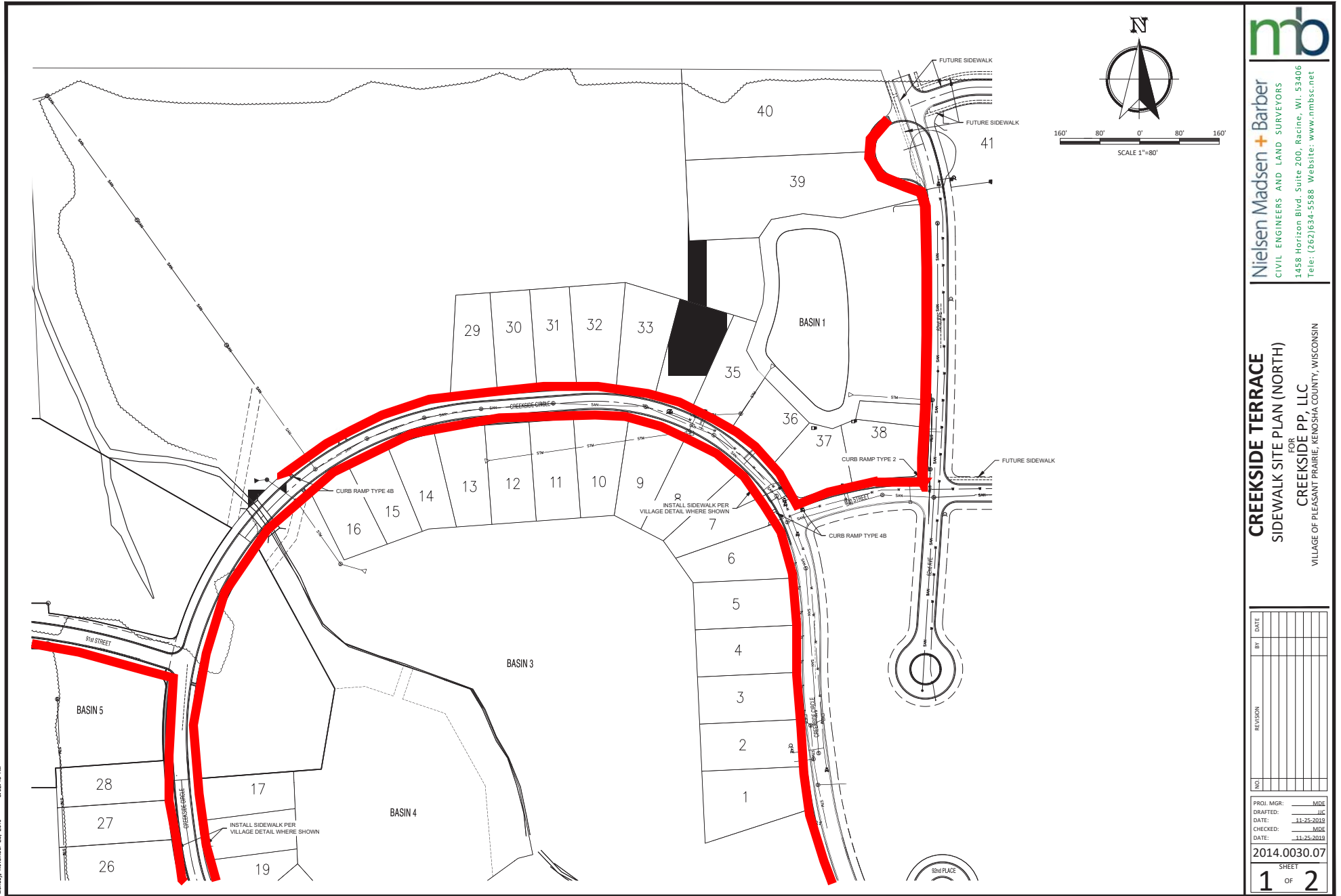
04/23/2019

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	355	85	50	165	1	50	15	50	1	20	15
Future Volume (vph)	45	355	85	50	165	1	50	15	50	1	20	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		120
Storage Lanes	0		0	0		0	0		0	0		1
Taper Length (ft)	75			75			75			75		
Link Speed (mph)		35			35			35			35	
Link Distance (ft)		292			916			389			414	
Travel Time (s)		5.7			17.8			7.6			8.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	551	0	0	246	0	0	131	0	0	24	17
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											

HCM 6th TWSC  
300: Old Green Bay Road & 95th Street

04/23/2019

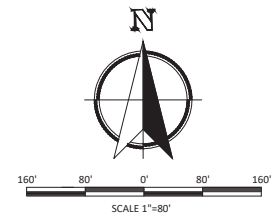
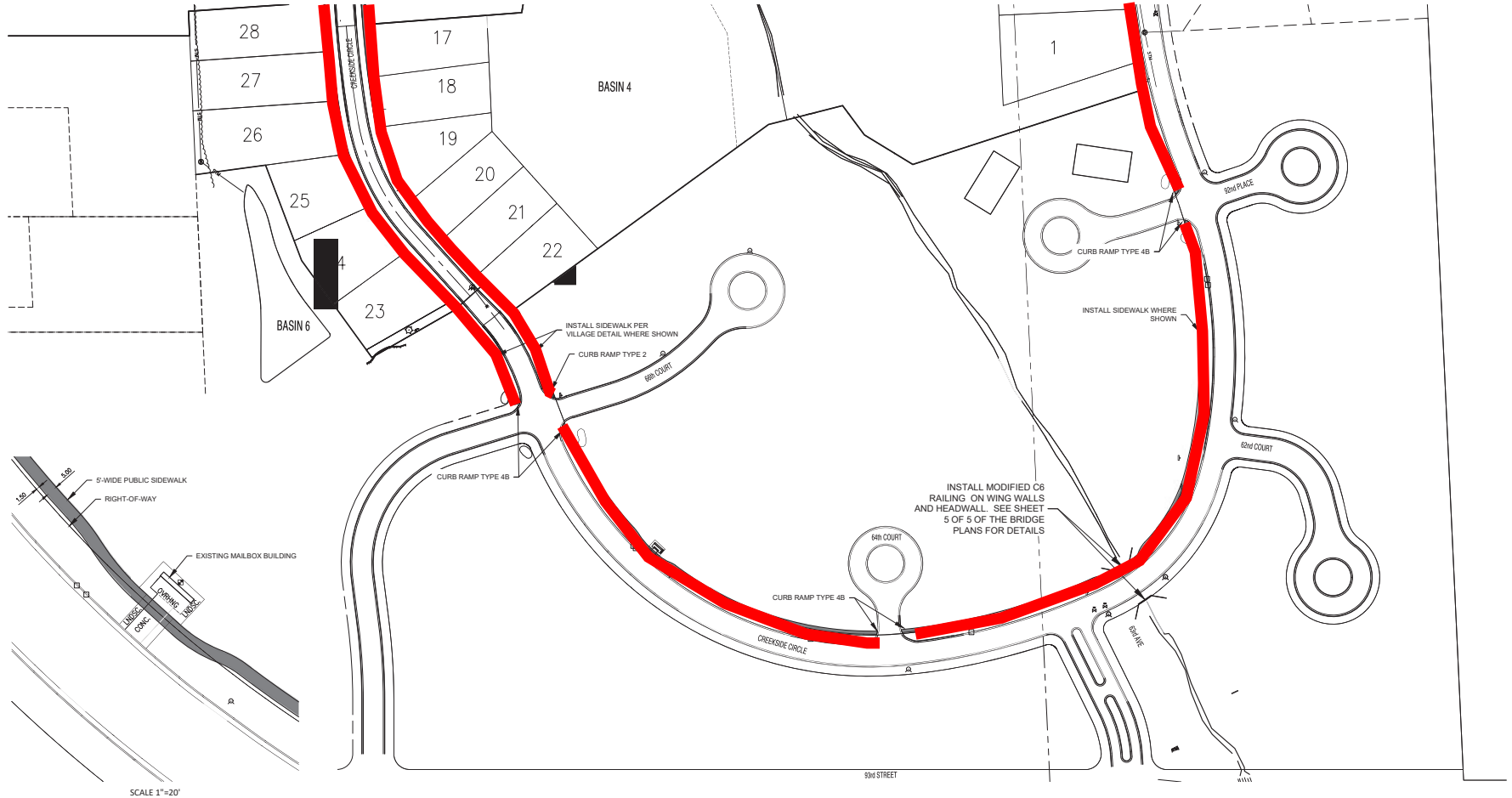
Intersection												
Int Delay, s/veh	4.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		EB			EB			EB			EB	EB
Traffic Vol, veh/h	45	355	85	50	165	1	50	15	50	1	20	15
Future Vol, veh/h	45	355	85	50	165	1	50	15	50	1	20	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	120
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	1	1	1	2	2	2	1	1	1
Mvmt Flow	51	403	97	57	188	1	57	17	57	1	23	17
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	189	0	0	500	0	0	774	857	250	615	905	95
Stage 1	-	-	-	-	-	-	554	554	-	303	303	-
Stage 2	-	-	-	-	-	-	220	303	-	312	602	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.54	6.54	6.94	7.52	6.52	6.92
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.52	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.52	5.52	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.52	4.02	3.32	3.51	4.01	3.31
Pot Cap-1 Maneuver	1382	-	-	1067	-	-	288	293	750	377	277	946
Stage 1	-	-	-	-	-	-	484	512	-	684	665	-
Stage 2	-	-	-	-	-	-	762	662	-	676	490	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1382	-	-	1067	-	-	241	261	750	304	247	946
Mov Cap-2 Maneuver	-	-	-	-	-	-	241	261	-	304	247	-
Stage 1	-	-	-	-	-	-	459	485	-	648	625	-
Stage 2	-	-	-	-	-	-	678	622	-	571	465	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			2.1			21.5			16		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	347	1382	-	-	1067	-	-	249	946			
HCM Lane V/C Ratio	0.377	0.037	-	-	0.053	-	-	0.096	0.018			
HCM Control Delay (s)	21.5	7.7	0.2	-	8.6	0.2	-	21	8.9			
HCM Lane LOS	C	A	A	-	A	A	-	C	A			
HCM 95th %tile Q(veh)	1.7	0.1	-	-	0.2	-	-	0.3	0.1			



**CREEKSIDE TERRACE**  
 SIDEWALK SITE PLAN (NORTH)  
 FOR  
**CREEKSIDE PP, LLC**  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:        MDE  
 DRAFTED:        JAC  
 DATE: 11-25-2019  
 CHECKED:        MDE  
 DATE: 11-25-2019



**CREEKSIDE TERRACE**  
 SIDEWALK SITE PLAN (SOUTH)  
 FOR  
 CREEKSIDE PP, LLC  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

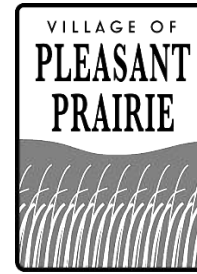
PROJ. MGR: MDE  
 DRAFTED: JJC  
 DATE: 11-25-2019  
 CHECKED: MDE  
 DATE: 11-25-2019

2014.0030.07

SHEET  
**2** OF **2**

# MEMORANDUM

**To:** Peggy Herrick, Assistant Planner / Zoning Administrator  
**From:** Matthew J. Fineour, P.E.  
**Date:** January 6, 2020  
**Re:** Creekside Terrace – Preliminary Plan  
DEV1904-016



Office of the Village Engineer

Peggy,

The Engineering Department has reviewed the submitted plans for the proposed referenced project. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

## **See comments on attached mark-up plan sheets.**

1. Only plan sheets with comments are included.
2. Comments that apply to multiple locations are not repeated for every occurrence.

## **General Comments**

1. Floodplain Adjustment Study - Provide an updated detailed existing/proposed floodplain map with the new development layout. The map shall show the model cross-sections and associated floodplain elevations. Also, provide a map or include in the update map above, the compensatory storage areas.
2. Provide We-Electric and gas plans when completed. Add associated easements to the plans and plat.
3. The Village will be publishing the 2020 edition of the Village standard construction specifications in January, 2020. Update the project manual and any revised standard details to the 2020 edition for the final construction plans.
4. It was previously discussed with the Developer during the review process of the Vista at Creekside and noted in our previous review that outlot 4 and the associated basin were to be owned/ maintained by the Vista development since access to the outlot was through the Vista property. This still needs to be addressed. A written response shall be provided.
5. Lot 22 shall be eliminated and a 45-foot access shall be provided as part of Outlot 3 in consideration of the following:
  - a. The proximity, grade differential, and grading of the adjacent future condominium building on 66<sup>th</sup> Avenue.
  - b. Outlot 3 access for the outlot and pond maintenance.
6. Master grading plan sheets shall be provided with the final plans with proposed contours and required spot elevations

7. Provide an evaluation of the area groundwater elevation with respect to the proposed basement elevations. (previous comment to be addressed...provide a written response).
8. The engineer's estimate of the amount of import or export of fill needed for the site grading plan still needs to be provided.
9. The existing roadway resurfacing work needs to be defined in the plans / specifications.
10. Provide geotechnical recommendations for the sanitary sewer maintenance path construction, plans sheets, and section detail.
11. All existing hydrants within the development shall be modified to provide a field fitted storz connection for the pumper nozzle. The plans shall note requirement. (previous outstanding comment)

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

Attachments:

Plan Mark Up

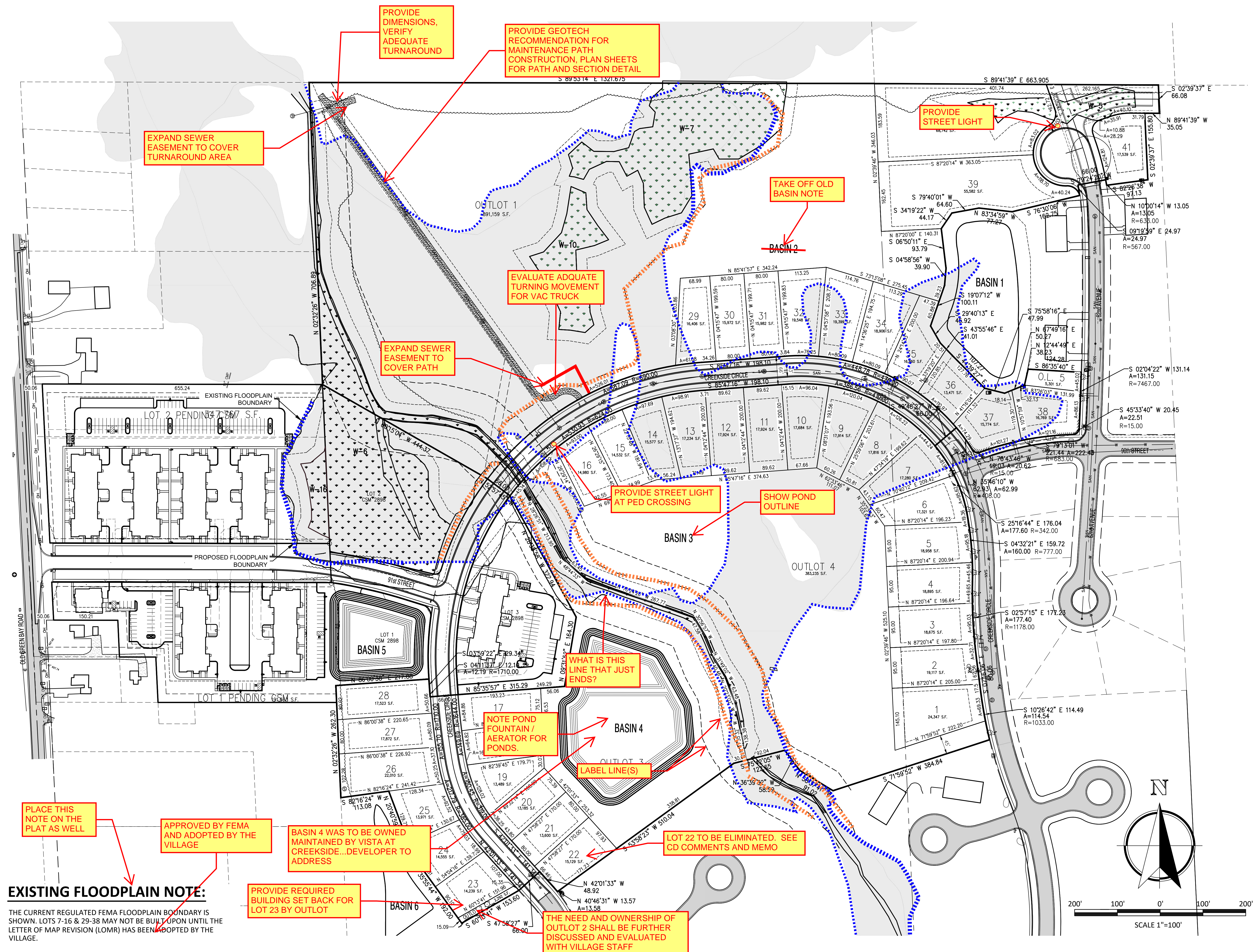












**EXISTING FLOODPLAIN NOTE:**

PROVIDE  
DIMENSIONS,  
VERIFY  
ADEQUATE  
TURNAROUND

PLACE THIS  
NOTE ON THE  
PLAT AS WELL

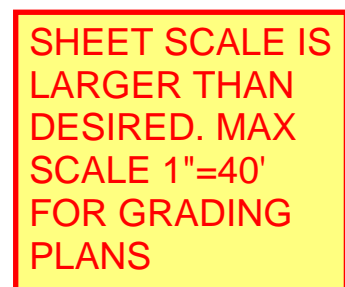
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THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL. ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS."

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS, OR PROPOSED EROSION CONTROL ALTERATIONS TO THE CONSTRUCTION SEQUENCING AND/OR EROSION CONTROL PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER OF RECORD AND REGULATORY AGENCIES OF ANY CHANGES TO THE EROSION CONTROL PLAN. MODIFICATIONS TO THE APPROVED EROSION CONTROL PLAN SHALL BE BASED ON UNFORESEEN FIELD CONDITIONS. ARE ALLOWED IF MODIFICATIONS CONFORM TO THE EROSION CONTROL PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS AND VILLAGE OF PLEASANT PRAIRIE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR EROSION CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE VILLAGE OF PLEASANT PRAIRIE AND WDNR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 360.21) AND MAINTAINED PER SPS 360.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS, AND IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION, AT THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

- A. AT LEAST WEEKLY.
- B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF  
CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL  
PERIOD.

THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:

- A. THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
- B. A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR DPS, THE VILLAGE OF PLEASANT PRAIRIE, OR THEIR AUTHORIZED AGENTS, DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE OWNER, ENGINEER, OR M. REVENT SEDIMENT AND PROPERTIES, OR AS UNCONTROLLED RUNOFF REQUESTED BY STATE OF RD, AND SHALL BE INSTALLED WITHIN 24 HOURS OF REG (~10ACRES). UPSIZE STORM SEGMENT AND PROVIDE ENDWALL

ALL SEDIMENT AND EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO COMMENCING EARTHWORK. MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.

A MINIMUM 20' WIDE X 50' LONG TRACKING PAD (3-6 INCH STONE) SHALL BE INSTALLED AT THE ENTRANCE TO THE SITE (AS SHOWN) TO PREVENT SOIL FROM BEING TRACKED ONTO ADJACENT PAVEMENTS AND PUBLIC ROADWAYS. INSTALLATION AND MAINTENANCE OF THE TRACKING PAD SHALL BE PERFORMED ACCORDING TO WDNr TECHNICAL STANDARD 1057. ALL TRACKED SOIL FROM THE CONSTRUCTION SITE SHALL BE COLLECTED FROM PAVED STREETS AT THE END OF EACH WORKING DAY. PERIODIC STREET SWEEPING SHALL BE CONDUCTED BY THE CONTRACTOR TO KEEP THE PUBLIC AND/OR PRIVATE ROADWAYS FREE OF DUST AND DIRT.

- 9.1. FINAL ELEVATIONS SHALL BE WITHIN 0.10 FEET OF DESIGN GRADES AS IDENTIFIED ON THE VILLAGE APPROVED GRADING PLANS, UNLESS OTHERWISE APPROVED BY THE VILLAGE.
- 9.2. ROUGH GRADE SHALL BE WITHIN 0.3 TO 0.5 FEET OF DESIGN ELEVATIONS ALLOWING FOR TOPSOIL OR LAWN PLACEMENT TO FINAL ELEVATIONS. 4" MINIMUM TOPSOIL THICKNESS

TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEPED AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF PLEASANT PRAIRIE.

DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN ONE YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND VILLAGE OF PLEASANT PRAIRIE ORDINANCES. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES IS REQUIRED. IF DISTURBANCE OCCURS AFTER NOVEMBER 15TH AND BEFORE MAY 15TH, TYPE A SOIL STABILIZER SHALL BE USED.

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061. PUMPED WATER CAN BE USED IN BASINS, FILTER BAGS, SINK FILTERS OR BY OTHER WDNR APPROVED METHODS. WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

ALL DISTURBED SWALES AND DITCHES SHALL BE PROTECTED WITH CLASS I, TYPE B EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) APPROVED (POLYMER) SOIL STABILIZATION TREATMENT. SOIL EROSION PROTECTION MATTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WORKING TECHNICAL STANDARDS 1053.

ALL PROPOSED STORM SEWER STRUCTURES AND ADJACENT EXISTING STORM INLETS SHALL HAVE A LAYER OF GEOTEXTILE FABRIC (TYPE "FF") INSTALLED BETWEEN THE FRAME & GRATE TO PREVENT SEDIMENT OR SILT FROM ENTERING THE SYSTEM. THE FILTER FABRIC SHALL BE INSPECTED BY THE CONTRACTOR AND REPLACED IF NECESSARY EVERY 15 DAYS AND AFTER EACH RAINFALL.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

1. OBTAIN ALL APPLICABLE PERMITS.
2. ATTEND PRE-CONSTRUCTION MEETING AT VILLAGE HALL.
3. NOTIFY NODW OF PROJECT START DATE.
4. INSTALL SILT FENCE, TEMPORARY STONE PILE AND ANCHOR.
5. **EXTEND EXISTING TOPOGRAPHY PAST THE LOT LINE MIN 25-FEET AT THIS LOCATION**
6. INSTALL EROSION CONTROL MAT.
7. ROUGH GRADE ROADWAYS TO SUBGRADE ELEVATION.
8. INSTALL UTILITIES.
9. FINE GRADE ROADWAY SUBGRADE AND CONDUCT PROOF ROLL.
10. INSTALL AGGREGATE BASE COURSE, CURB AND GUTTER, AND CONCRETE PAVEMENT.
11. FINISH GRADING TURF AREAS AND RESTORE WITH SEED, FERTILIZER, & EROSION MAT.
12. INSTALL SPLT PAVEMENT, STREET SIGNS, AND STREET TREES.
13. REMOVE EROSION CONTROL DEVICES UPON VILLAGE APPROVAL.

EXTEND EXISTING TOPOGRAPHY PAST THE LOT LINE MIN 25-FEET AT THIS LOCATION

**NOTE**  
**ALLOWABLE**  
**GRADING**  
**TOLERANCES:**

ADD MIN 4"  
TOPSOIL

SLOPES TOO STEEP.  
FLATTEN 4:1

CHECK SLOPE.  
APPEARS TO  
STEEP

~~EXISTING  
BASIN 5~~

WHAT WAS  
GROUNDWATER ELEVATION  
OBSERVED WITH BASIN 5  
CONSTRUCTION? VERIFY  
BASEMENTS / HOUSE  
ELEVATIONS ARE SET TO AVOID  
GROUNDWATER.

EXTEND EXISTING  
TOPOGRAPHY MIN 50-FEET  
OR AS NEEDED TO DEFINE  
DRAINAGE

ADDRESS OFFSITE DRAINAGE  
(~10ACRES). UPSIZE STORM  
SEGMENT AND PROVIDE ENDWALL  
INLET. TOO LARGE OF OFFSITE  
DRAINING THROUGH REAR YARDS

EXISTING  
BASIN 4



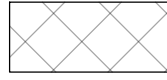
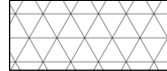


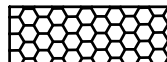
NOTE NW AND 100-YEAR  
ELEVATIONS (TYPE)

NOTE / SHOW  
FOUNTAIN / AREATOR  
(BY VISTAS AT  
CREEKSIDE)

### BASIN 3

— 8' X 15' X 1.5'

~~**SITE GR.**~~  
~~**CONTRC**~~

- |   |                              |
|---|------------------------------|
| — 692 —   | EXISTING CONTOURS            |
| — 702 —   | PROPOSED CONTOURS            |
|  | STONE TRACKING PAD           |
|  | TEMPORARY STOCKPILE LOCATION |
|  | EROSION MAT CLASS 1, TYPE B  |
|  | PYROMAT                      |
|  | STORM INLET PROTECTION       |
| — \\ —  | SILT FENCE                   |
| — — —   | LIMITS OF DISTURBANCE        |
|  | EROSION BALES                |
| — - —   | DRAINAGE SWALE CENTERLINE    |
|  | MEDIUM RIPRAP                |

SHOW PREVIOUSLY APPROVED FUTURE CREEKSIDE CROSSING CONDO BUILDINGS WITH PLANNED GRADING AND WALL TO SHOW CONGRUENCY BETWEEN DEVELOPMENTS. APPEARS GRADING, DRAINAGE, AND EROACHMENT ISSUES MAY NEED TO BE ADDRESSED.

**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd., Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: [www.nmbssc.net](http://www.nmbssc.net)

## **CREEKSIDE TERRACE**

# SITE GRADING, DRAINAGE & EROSION CONTROL PLAN (SW)

FOR  
CREEKSIDE PP, LLC

CHAEKROD ET AL., LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

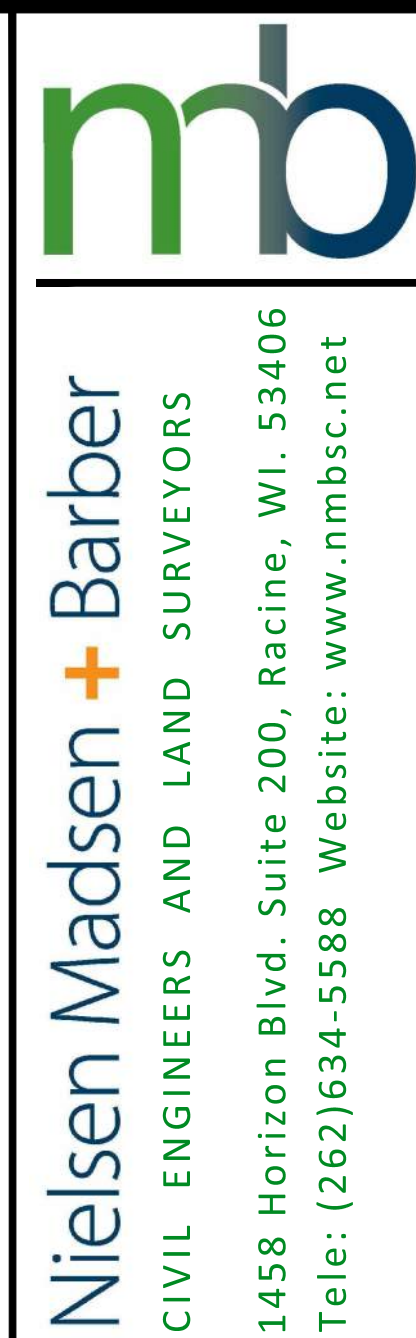
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DRAFTED: \_\_\_\_\_ JJC  
DATE: \_\_\_\_\_ 11-25-2019  
CHECKED: \_\_\_\_\_ MDE  
DATE: \_\_\_\_\_ 11-25-2019

2014.0030.07

SHEET  
8 OF 37





**CREEKSIDE TERRACE**  
SITE GRADING, DRAINAGE & EROSION  
CONTROL PLAN (SE)  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

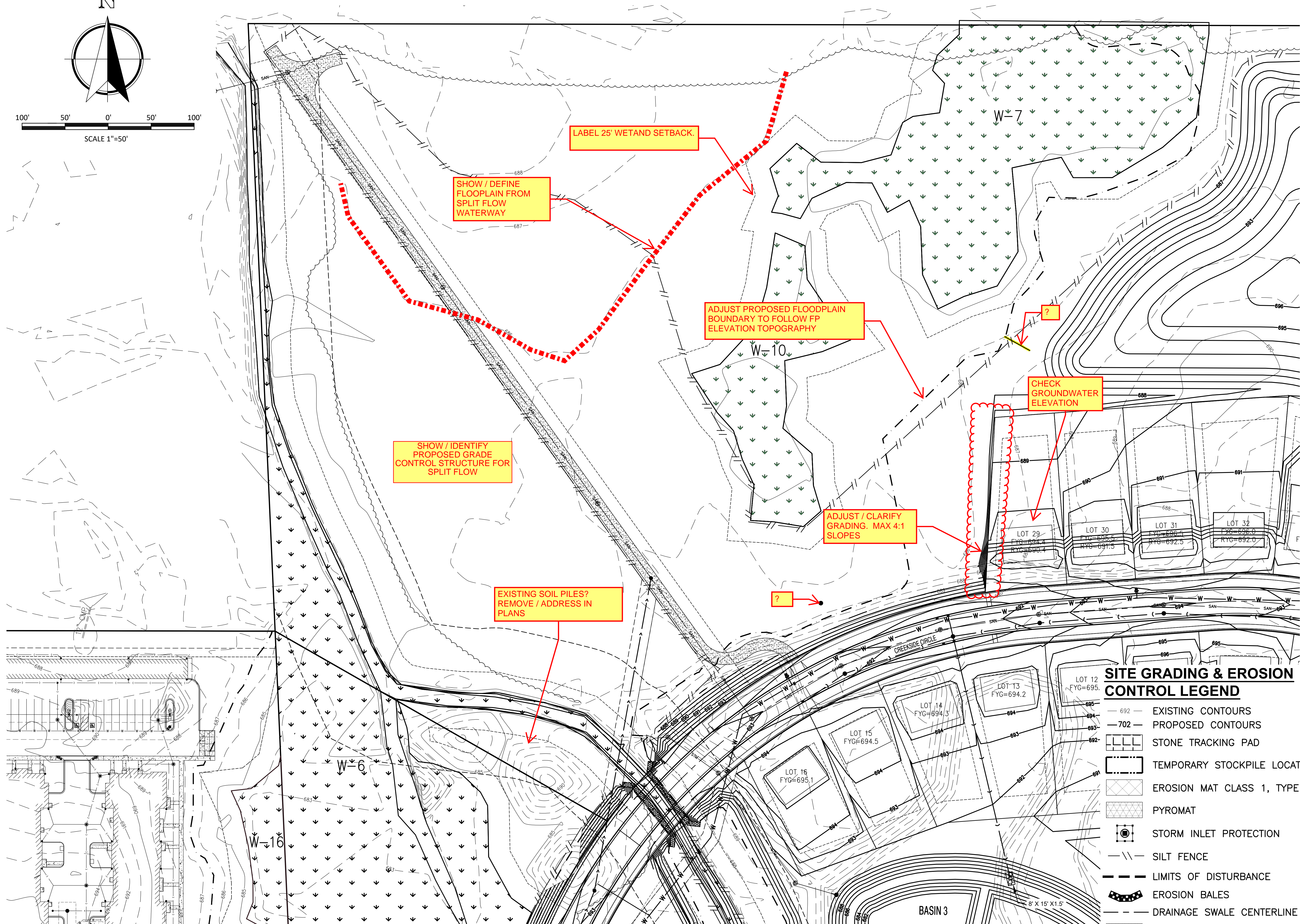
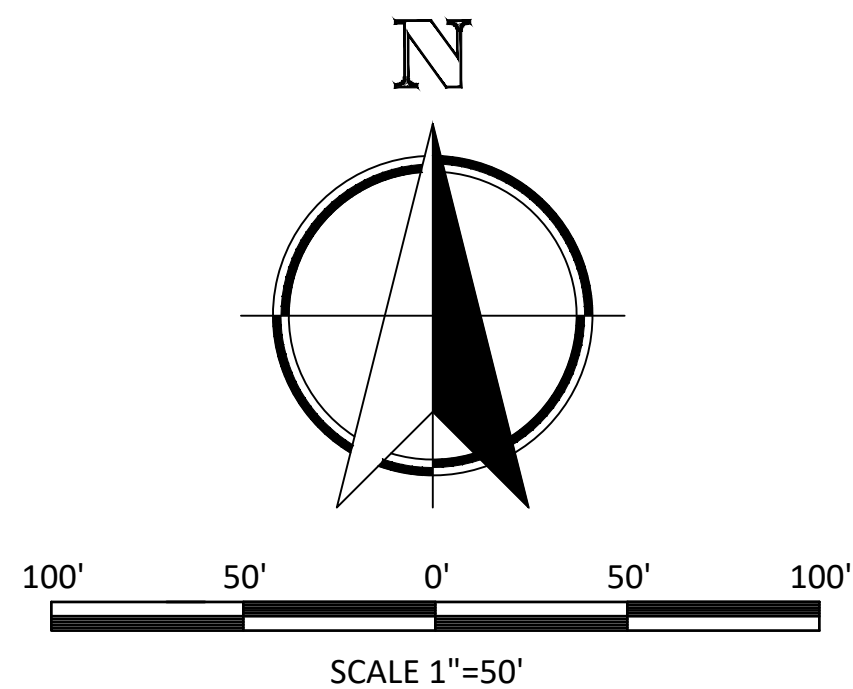
**CHALERSIDE, ILL.**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

[illegible]

SHEET  
9 OF 37

**ISSUE FOR REVIEW - 11-25-2019**





**CREEKSIDE TERRACE**  
SITE GRADING, DRAINAGE & EROSION  
CONTROL PLAN (NW)

FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

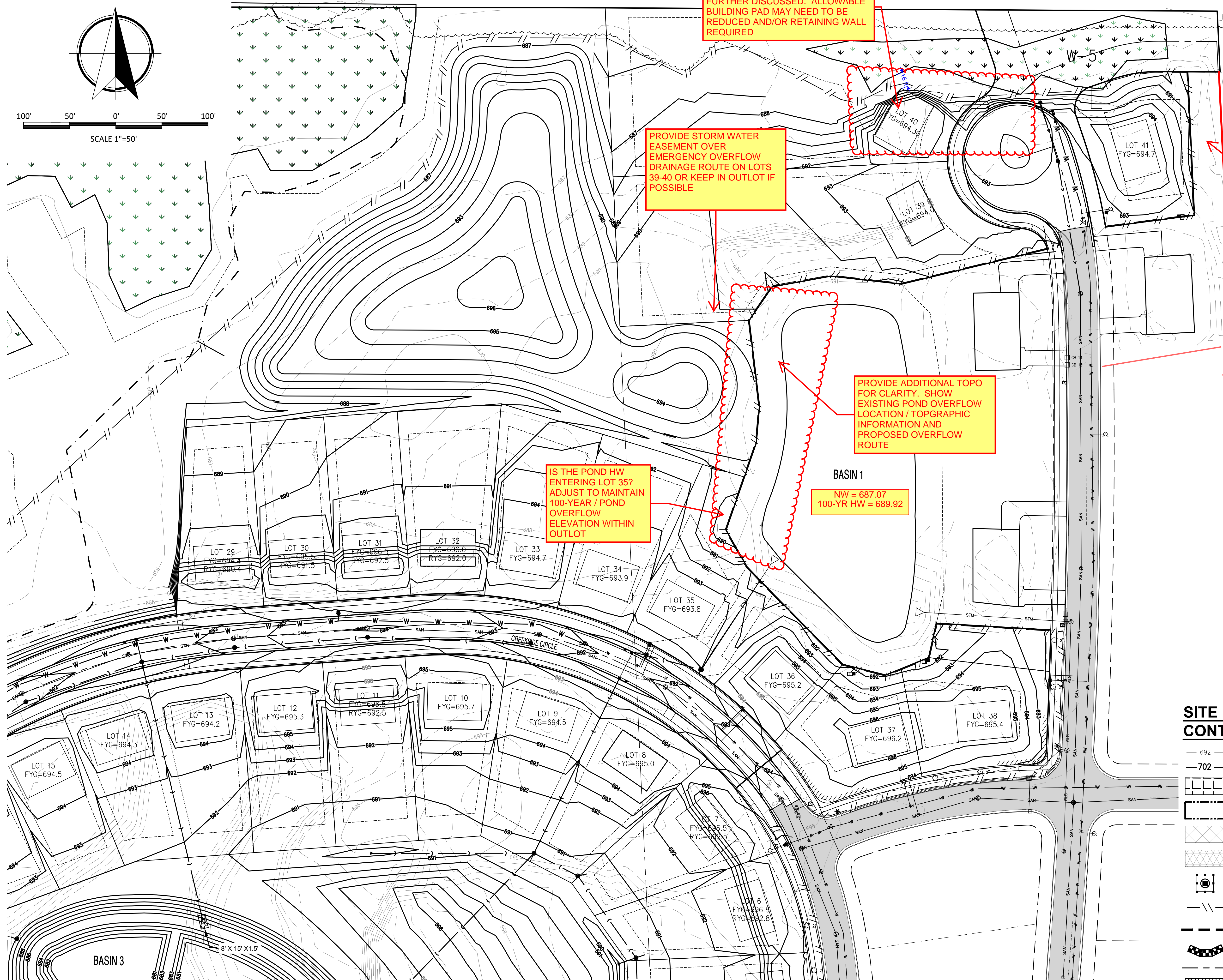
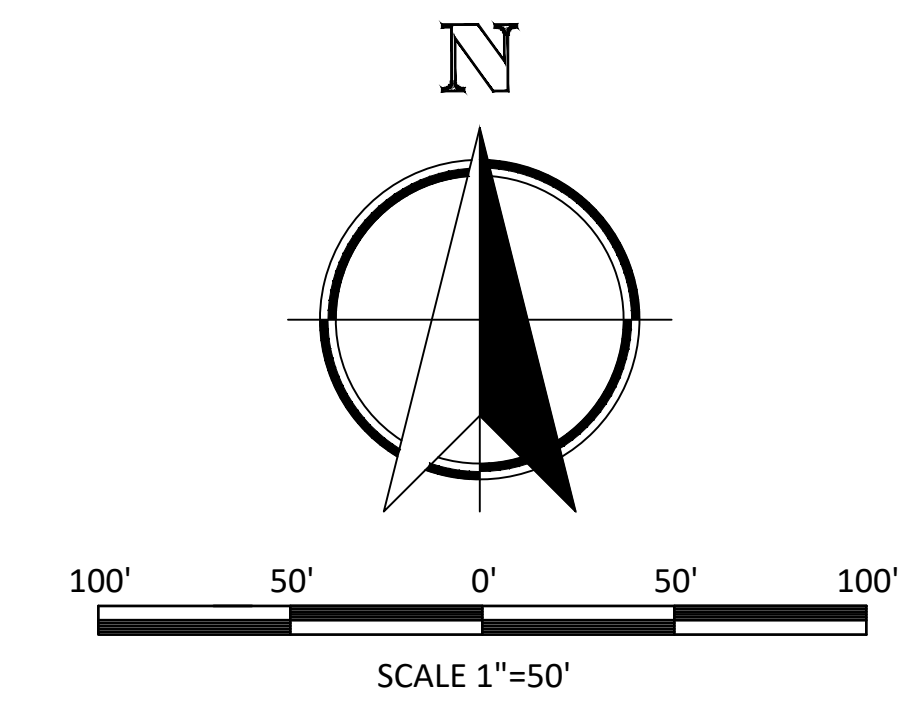
**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: [www.nmbasc.net](http://www.nmbasc.net)

[illegible]

PROJ. MGR:	MDR
DRAFTED:	JJC
DATE:	11-25-2015
CHECKED:	MDR
DATE:	11-25-2015
2014.0030.07	
SHEET	
10	OF 37

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GRADING / SLOPES ETC NEED TO BE REVISED. THIS LOT NEEDS TO BE FURTHER DISCUSSED. ALLOWABLE BUILDING PAD MAY NEED TO BE REDUCED AND/OR RETAINING WALL REQUIRED

PROVIDE STORM WATER EASEMENT OVER EMERGENCY OVERFLOW DRAINAGE ROUTE ON LOTS 39-40 OR KEEP IN OUTLOT IF POSSIBLE

DEFINE WHERE DRAINAGE IS GOING?

SHOW CONDOMINIUM PROPERTY LINE

PROVIDE ADDITIONAL TOPO FOR CLARITY. SHOW EXISTING POND OVERFLOW LOCATION / TOPGRAPHIC INFORMATION AND PROPOSED OVERFLOW ROUTE

IS THE POND HW ENTERING LOT 35? ADJUST TO MAINTAIN 100-YEAR / POND OVERFLOW ELEVATION WITHIN OUTLOT

BASIN 1  
NW = 687.07  
100-YR HW = 689.92

**SITE GRADING & EROSION CONTROL LEGEND**

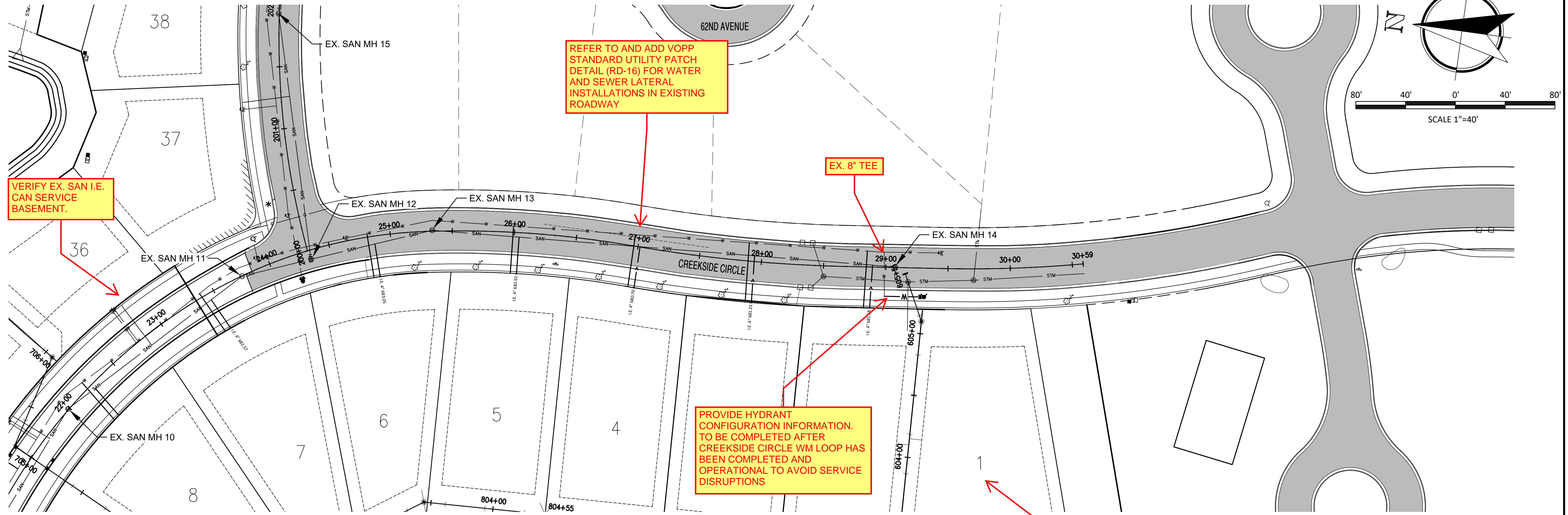
- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- LLL STONE TRACKING PAD
- TEMPORARY STOCKPILE LOCATION
- EROSION MAT CLASS 1, TYPE B
- PYROMAT
- STORM INLET PROTECTION
- SILT FENCE
- LIMITS OF DISTURBANCE
- EROSION BALES
- DRAINAGE SWALE CENTERLINE
- MEDIUM RIPRAP





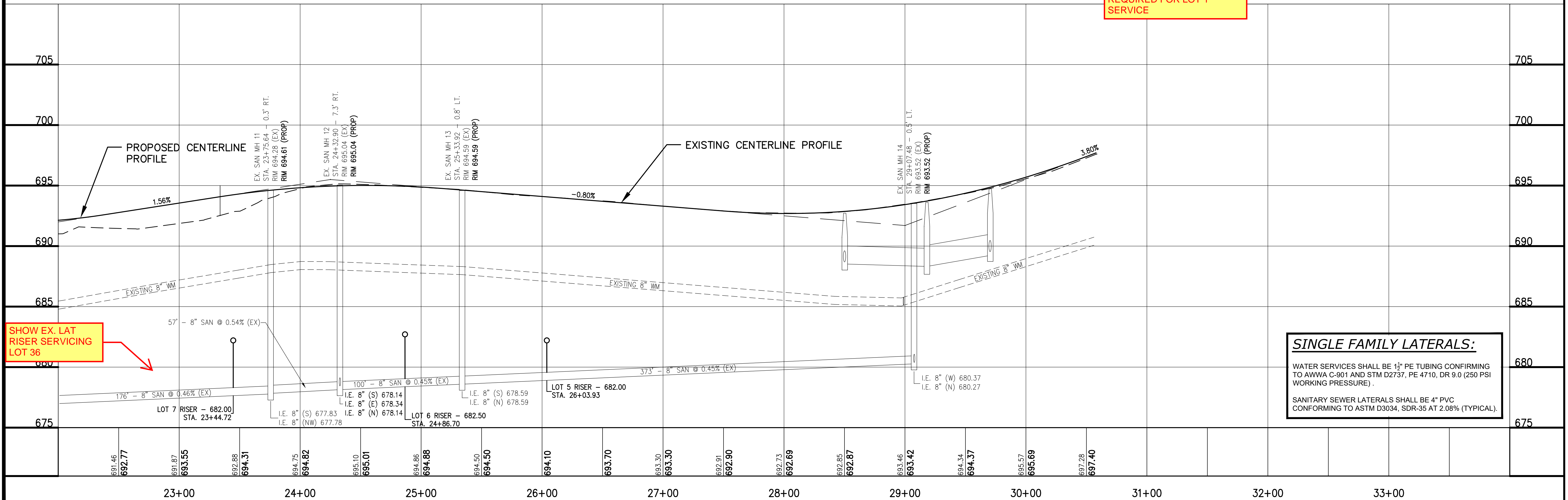


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3:35:04 PM  
Monday, November 25, 2019



## CREEKSIDE CIRCLE

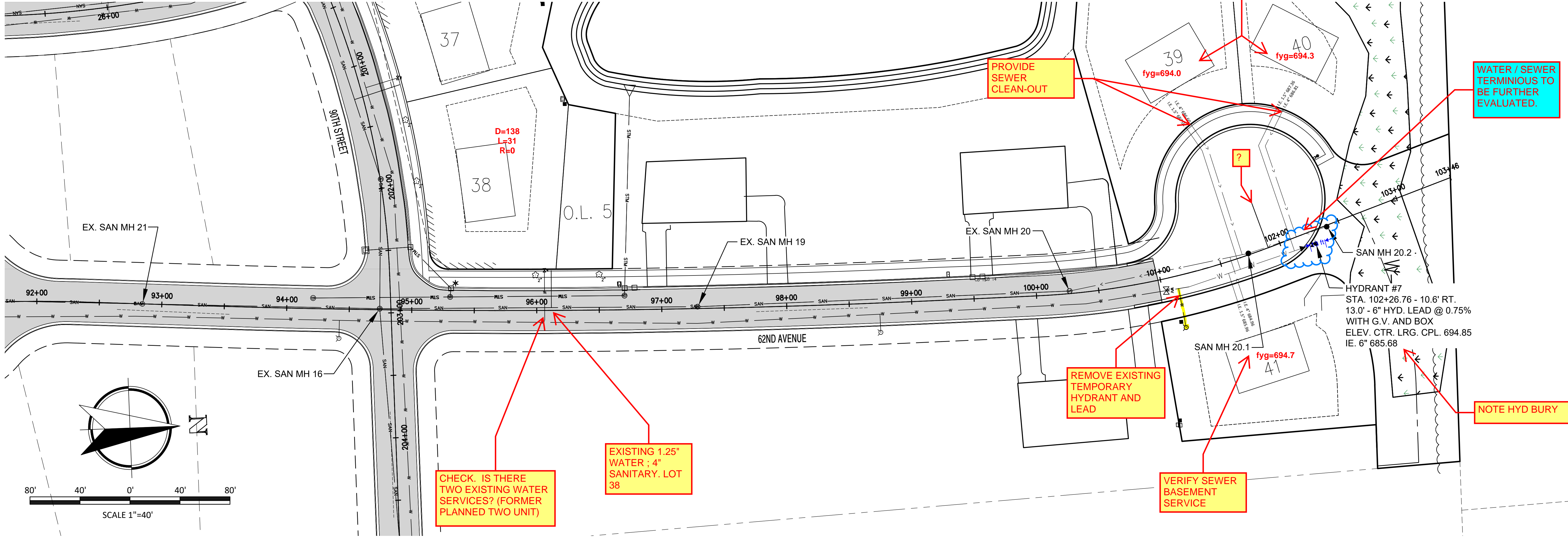
SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'



SHOW EX. LAT  
RISER SERVING  
LOT 36

**SINGLE FAMILY LATERALS:**  
WATER SERVICES SHALL BE 1½" PE TUBING CONFIRMING TO AWWA C-901 AND STM D2737, PE 4710, DR 9.0 (250 PSI WORKING PRESSURE).  
SANITARY SEWER LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-35 AT 2.08% (TYPICAL).





62ND AVENUE

SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'

**SINGLE FAMILY LATERALS:**  
WATER SERVICES SHALL BE 1/2" PE TUBING CONFIRMING TO AWWA C-901 AND STM D2737, PE 4710, DR 9.0 (250 PSI WORKING PRESSURE).  
SANITARY SEWER LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-35 AT 2.08% (TYPICAL).

PROPOSED CENTERLINE PROFILE  
EXISTING CENTERLINE PROFILE

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JJC  
DATE: 11-25-2019  
CHECKED: MDE  
DATE: 11-25-2019

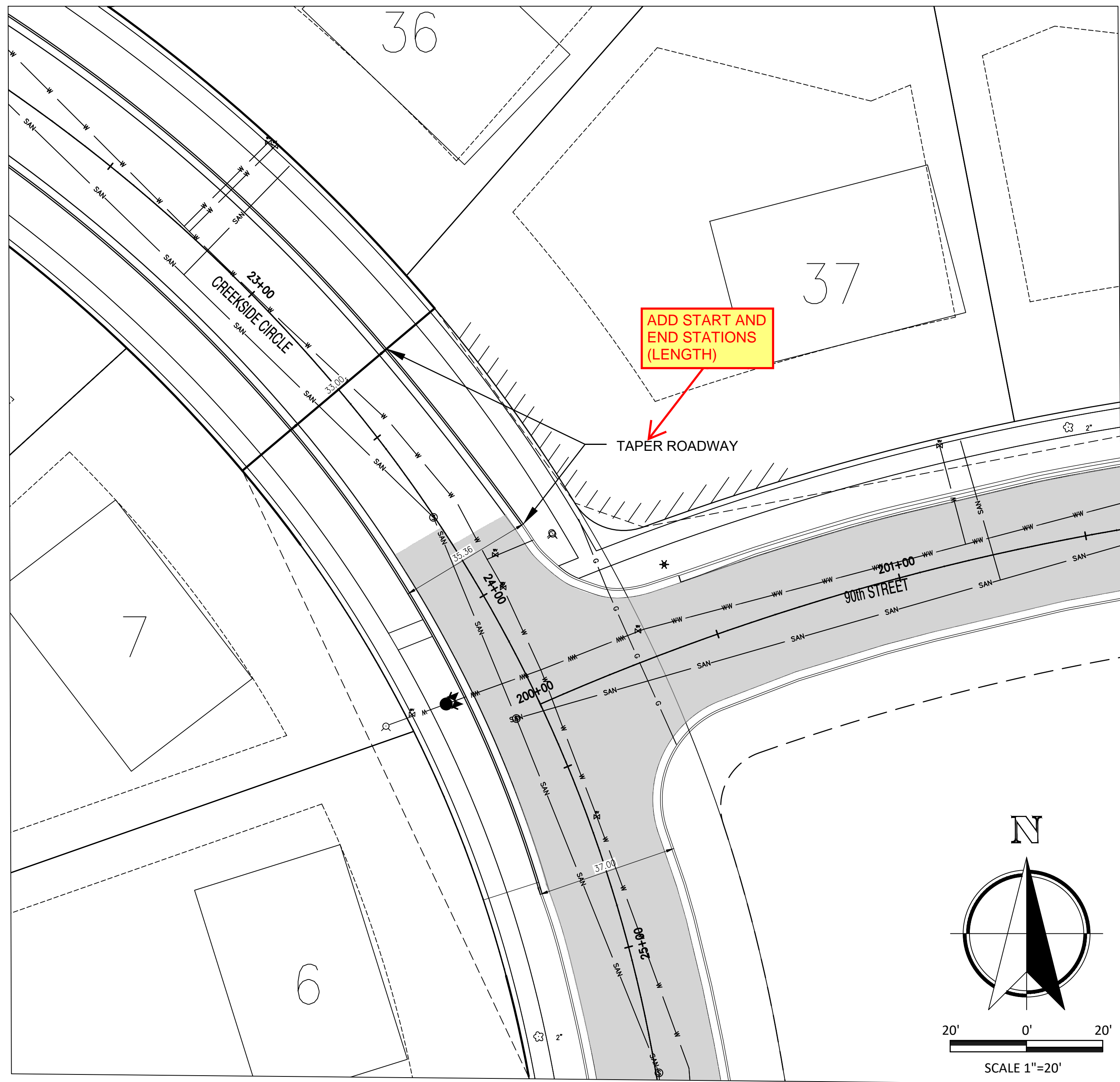
2014.0030.07

SHEET  
15 OF 37

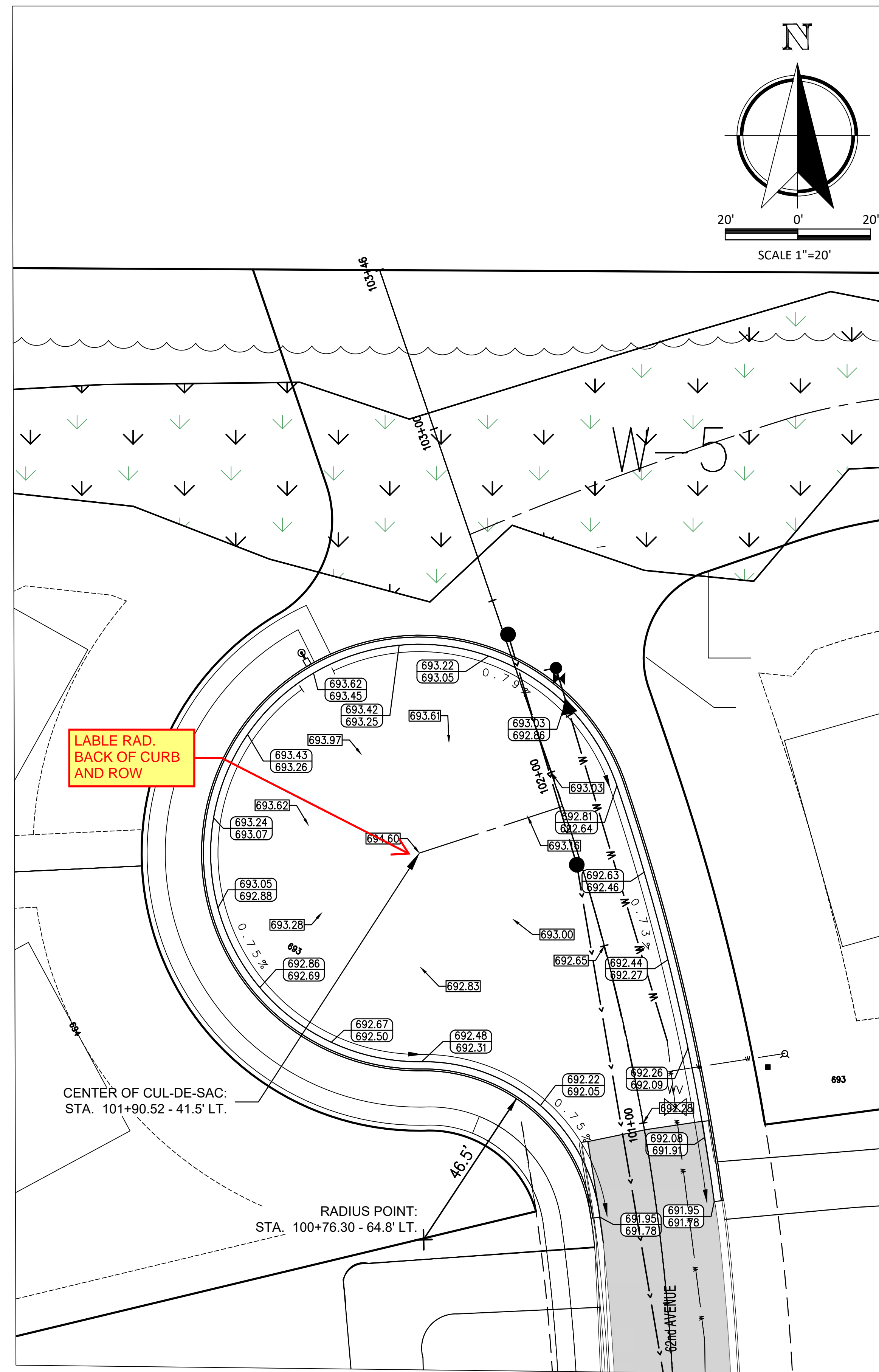








CREEKSIDE CIRCLE & 90TH STREET



62ND AVENUE CUL-DE-SAC

**CREEKSIDE TERRACE**  
INTERSECTION DETAILS  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

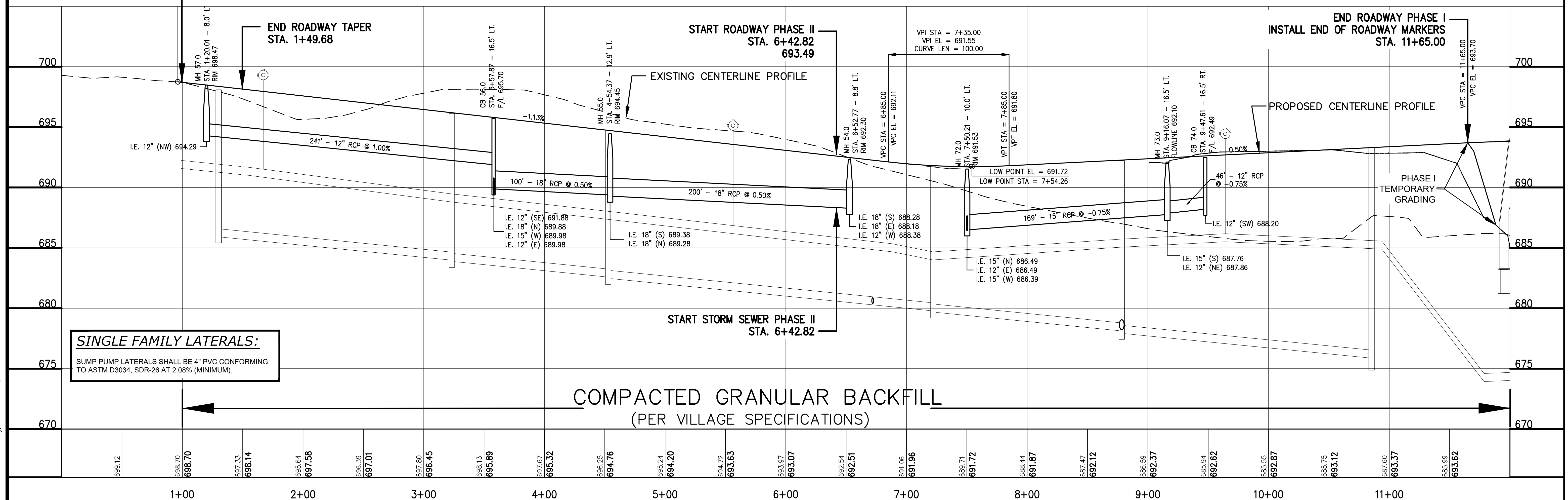
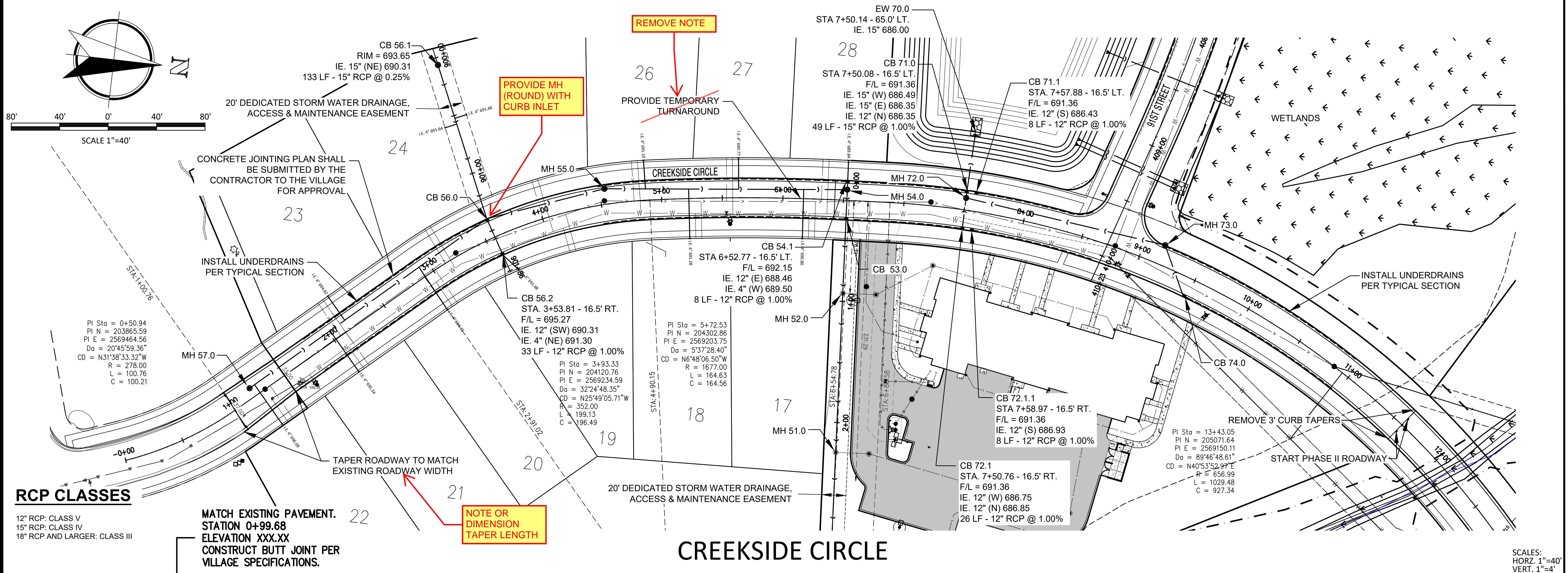
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PROJ. MGR: MDE  
DRAFTED: JJC  
DATE: 11-25-2019  
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DATE: 11-25-2019

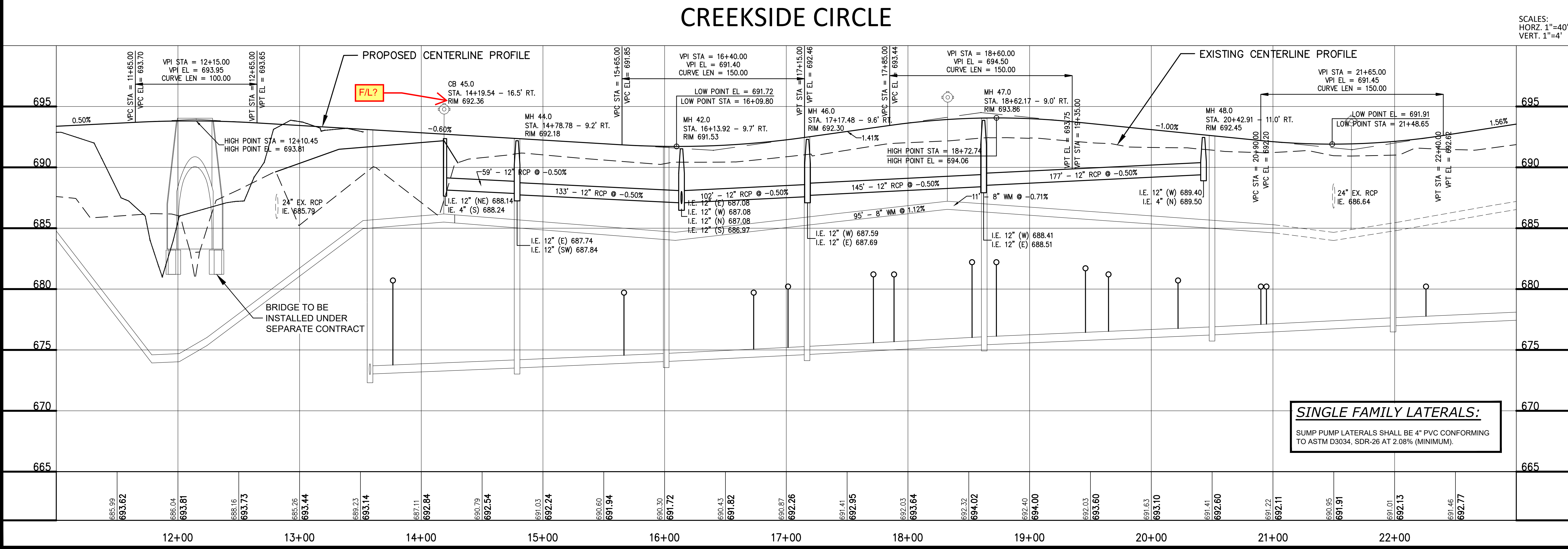
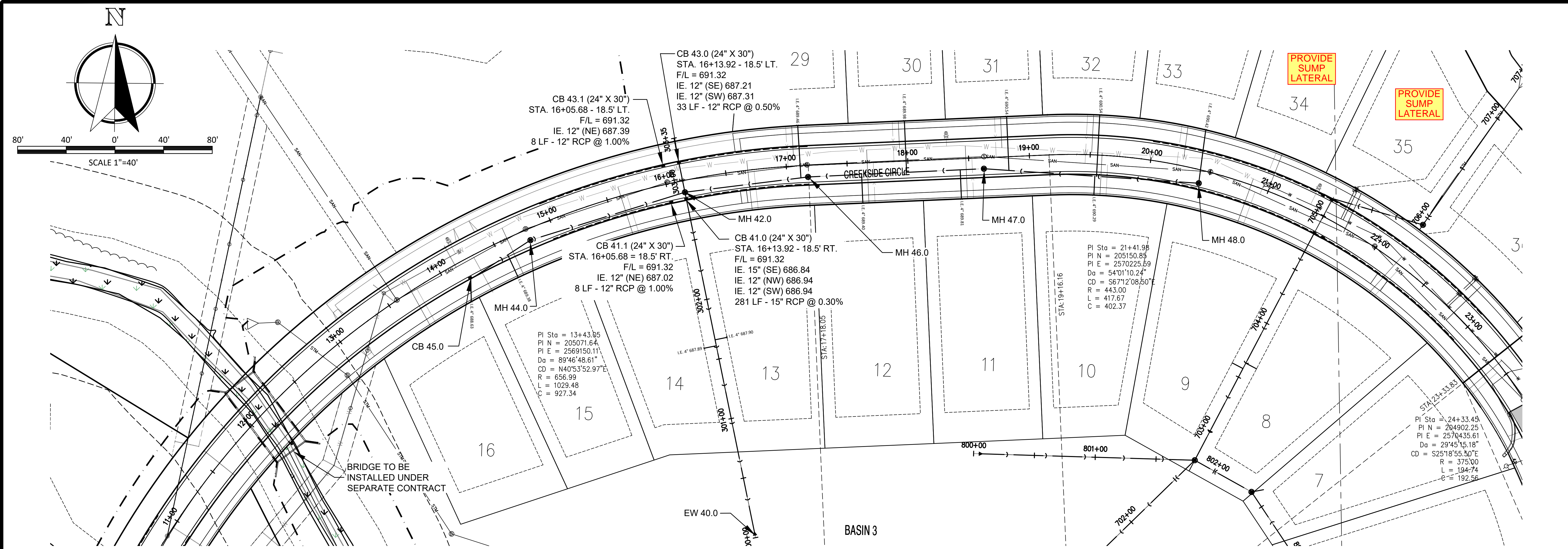
2014.0030.07

SHEET  
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**SINGLE FAMILY LATERALS:**  
SUMP PUMP LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-26 AT 2.08% (MINIMUM).



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**CREEKSIDE TERRACE**  
ROADWAY & STORM SEWER

FOR  
**CREEKSIDE CIRCLE**  
STA 11+00 TO STA 23+00  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: \_\_\_\_\_ MDE  
DRAFTED: \_\_\_\_\_ JJC  
DATE: 11-25-2019  
CHECKED: \_\_\_\_\_ MDE  
DATE: 11-25-2019

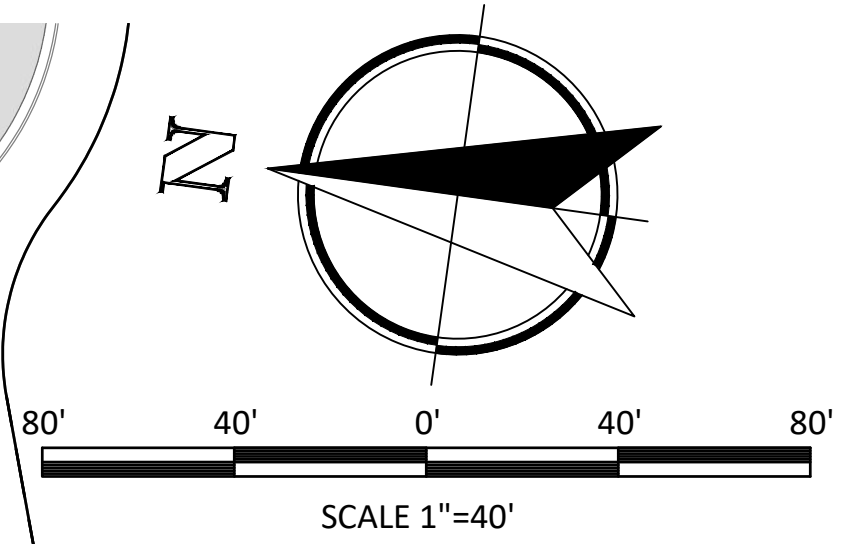
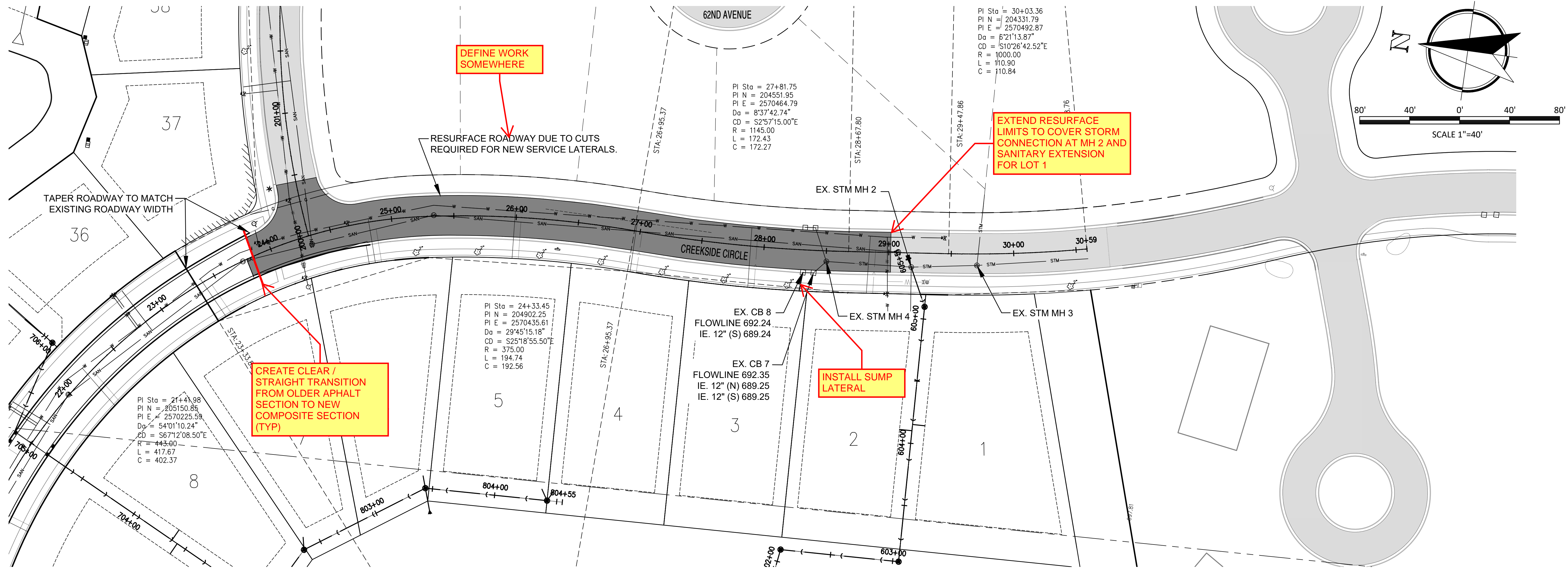
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SHEET  
**19 OF 37**

**ISSUE FOR REVIEW - 11-25-2019**

36

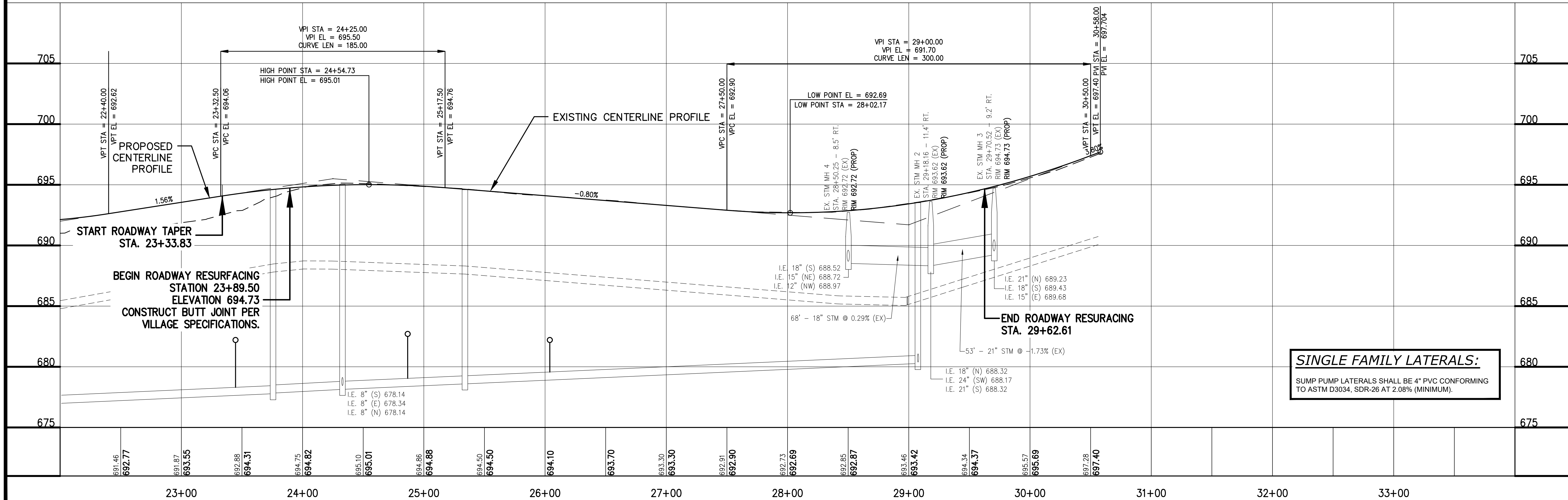


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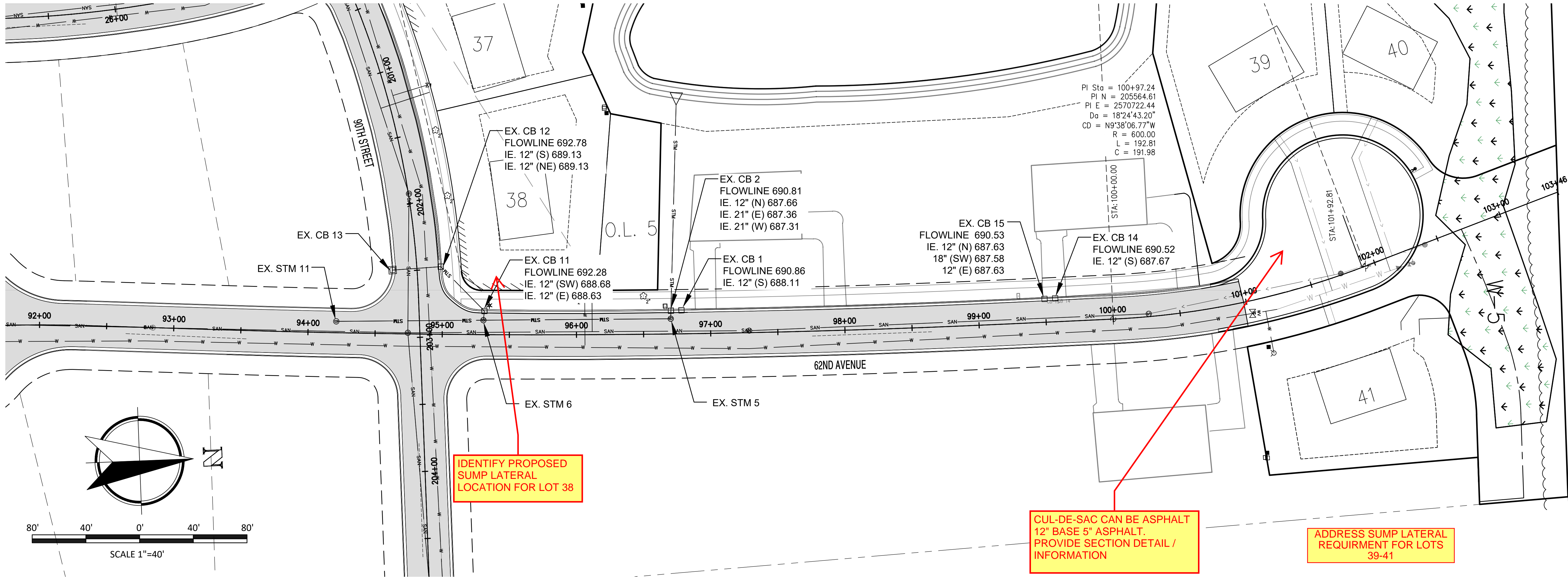


## CREEKSIDE CIRCLE

SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'



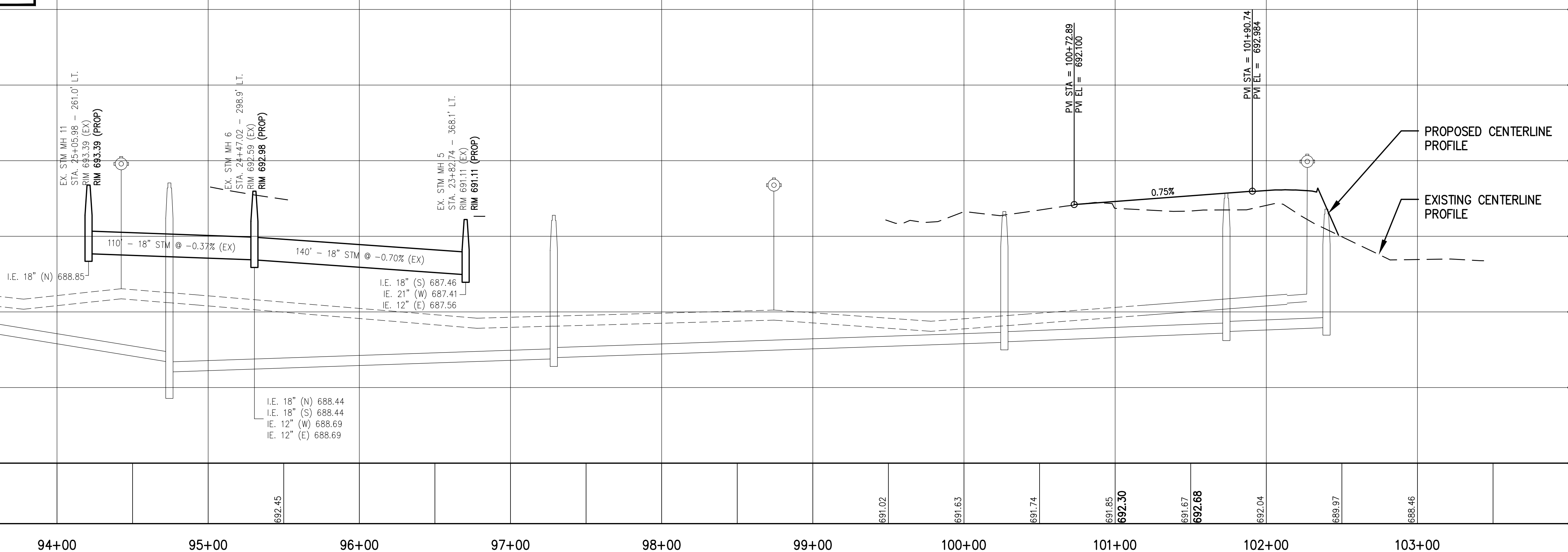




62ND AVENUE

SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'

**SINGLE FAMILY LATERALS:**  
SUMP PUMP LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-26 AT 2.08% (MINIMUM).



**CREEKSIDE TERRACE**  
ROADWAY & STORM SEWER

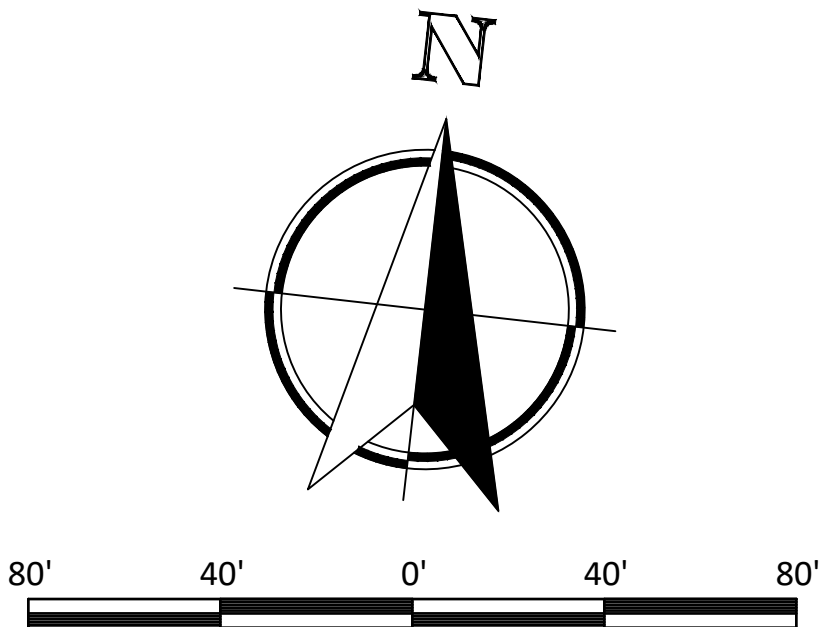
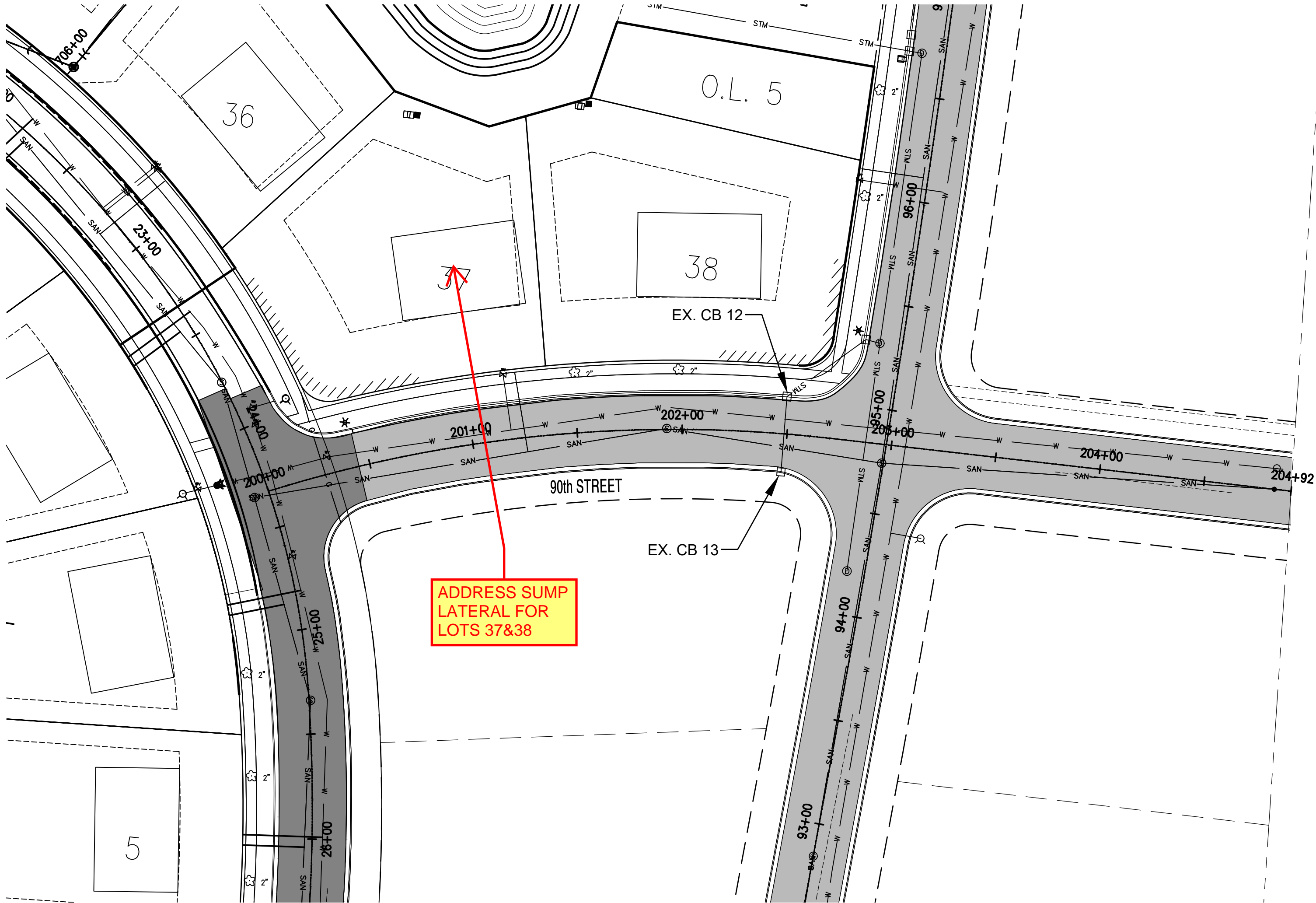
FOR  
62ND AVENUE  
STA 92+00 TO STA 103+00  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JJC  
DATE: 11-25-2019  
CHECKED: MDE  
DATE: 11-25-2019

2014.0030.07  
SHEET  
21 OF 37





90TH STREET

SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'

**SINGLE FAMILY LATERALS:**  
SUMP PUMP LATERALS SHALL BE 4" PVC CONFORMING TO ASTM D3034, SDR-26 AT 2.08% (MINIMUM).

EXISTING CENTERLINE PROFILE

EX. SAN MH 15  
STA. ??? - ???  
RIM 693.56 (EX)  
RIM 693.56 (PROP)

EX. SAN MH 16  
STA. 94+74.37 - 0.8' LT.  
RIM 693.53 (EX)  
RIM 693.53 (PROP)

EX. SAN MH 17  
STA. ??? - ???  
RIM XXX.XX (EX)  
RIM 694.80 (PROP)

695.14

694.80

694.25

200+00

201+00

202+00

203+00

204+00

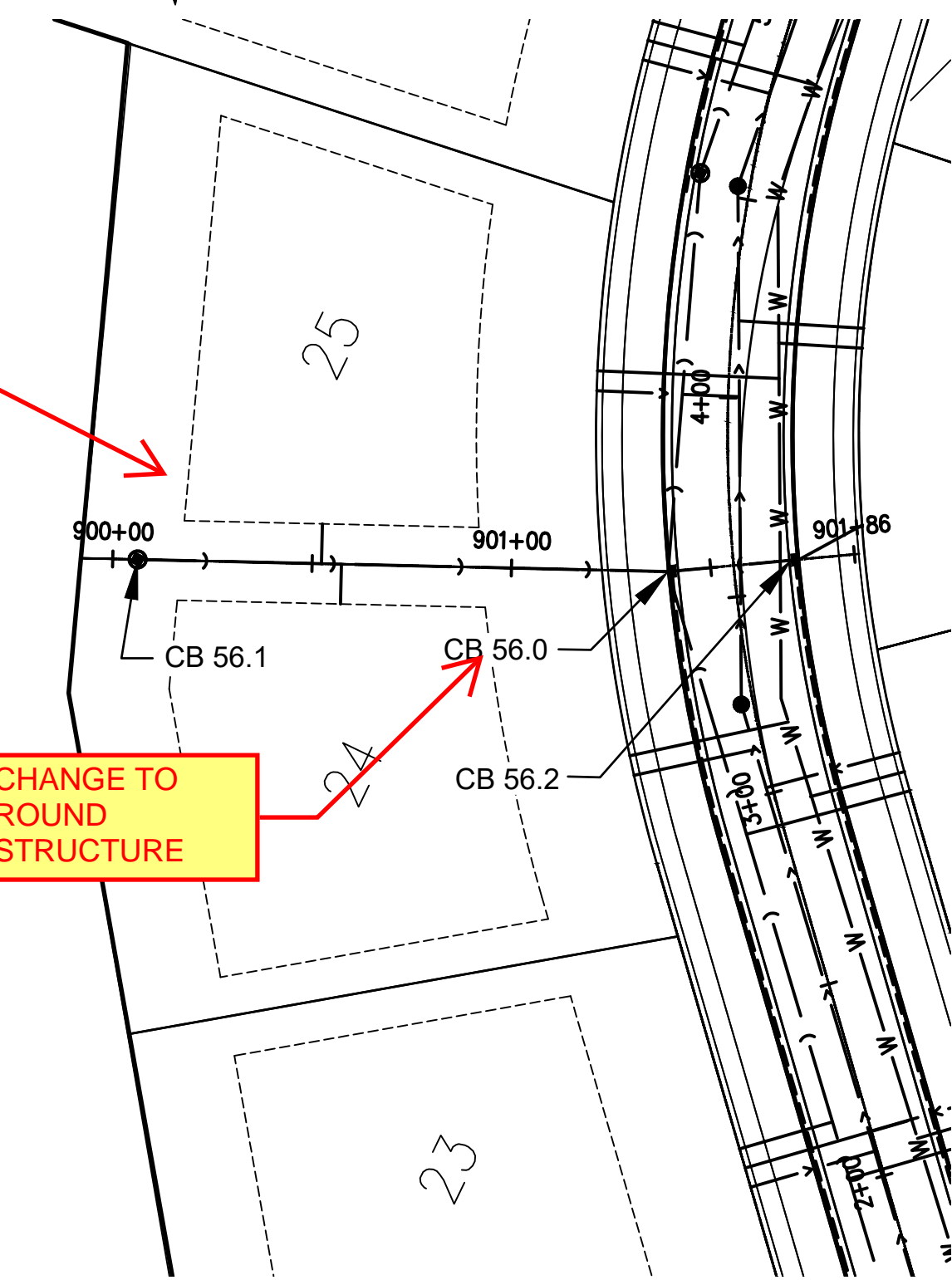
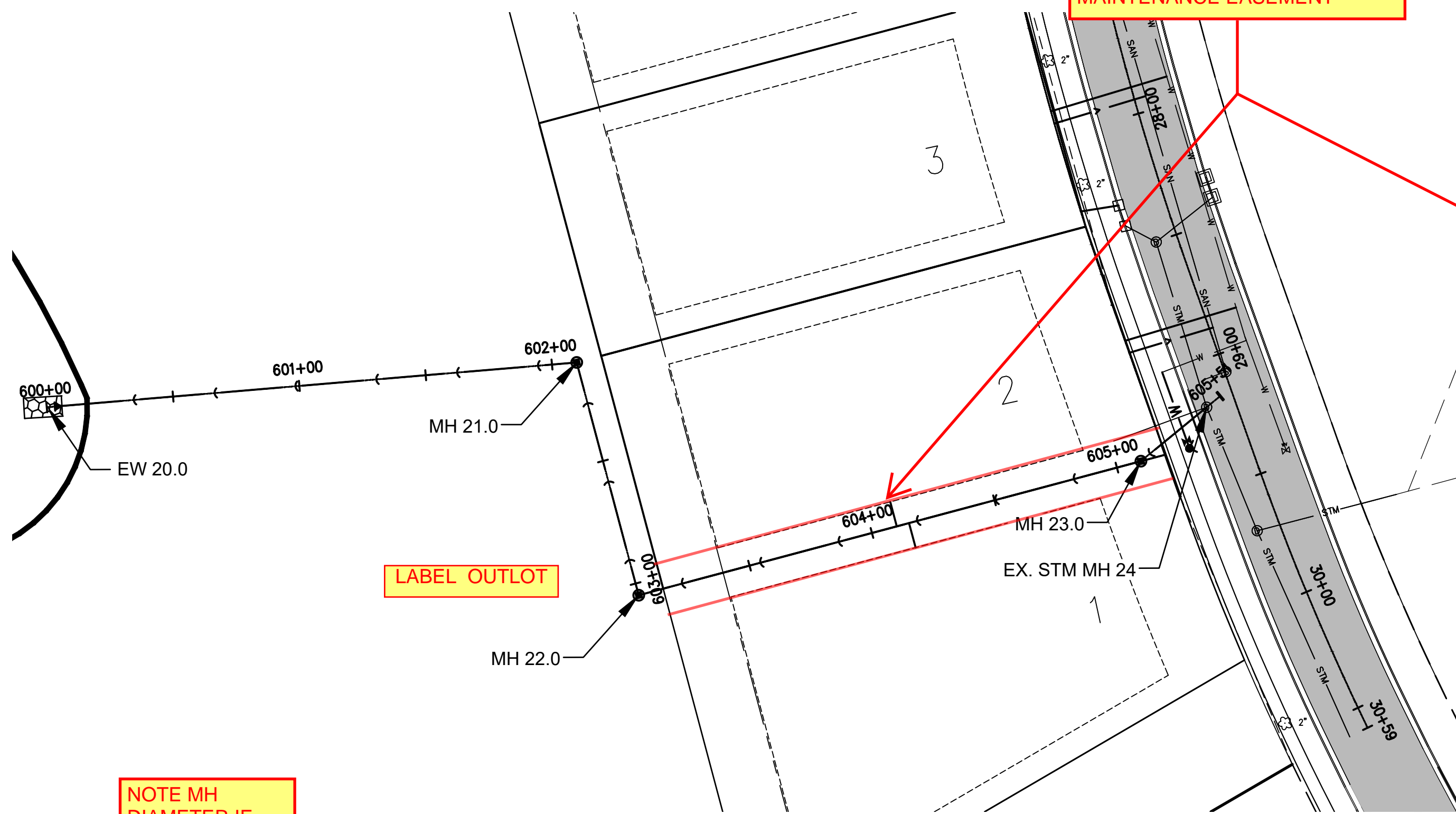
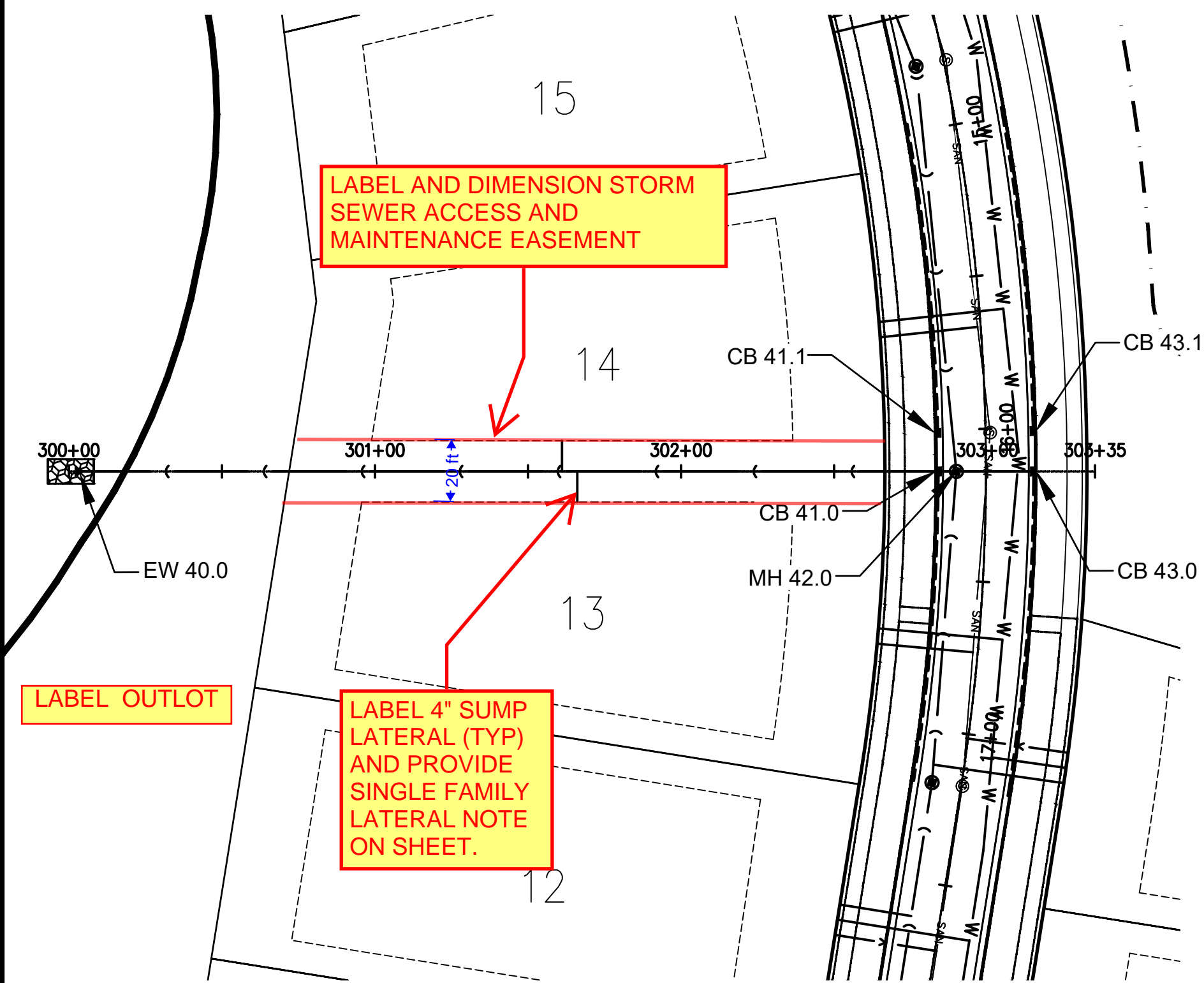
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DATE: 11-25-2019  
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DATE: 11-25-2019

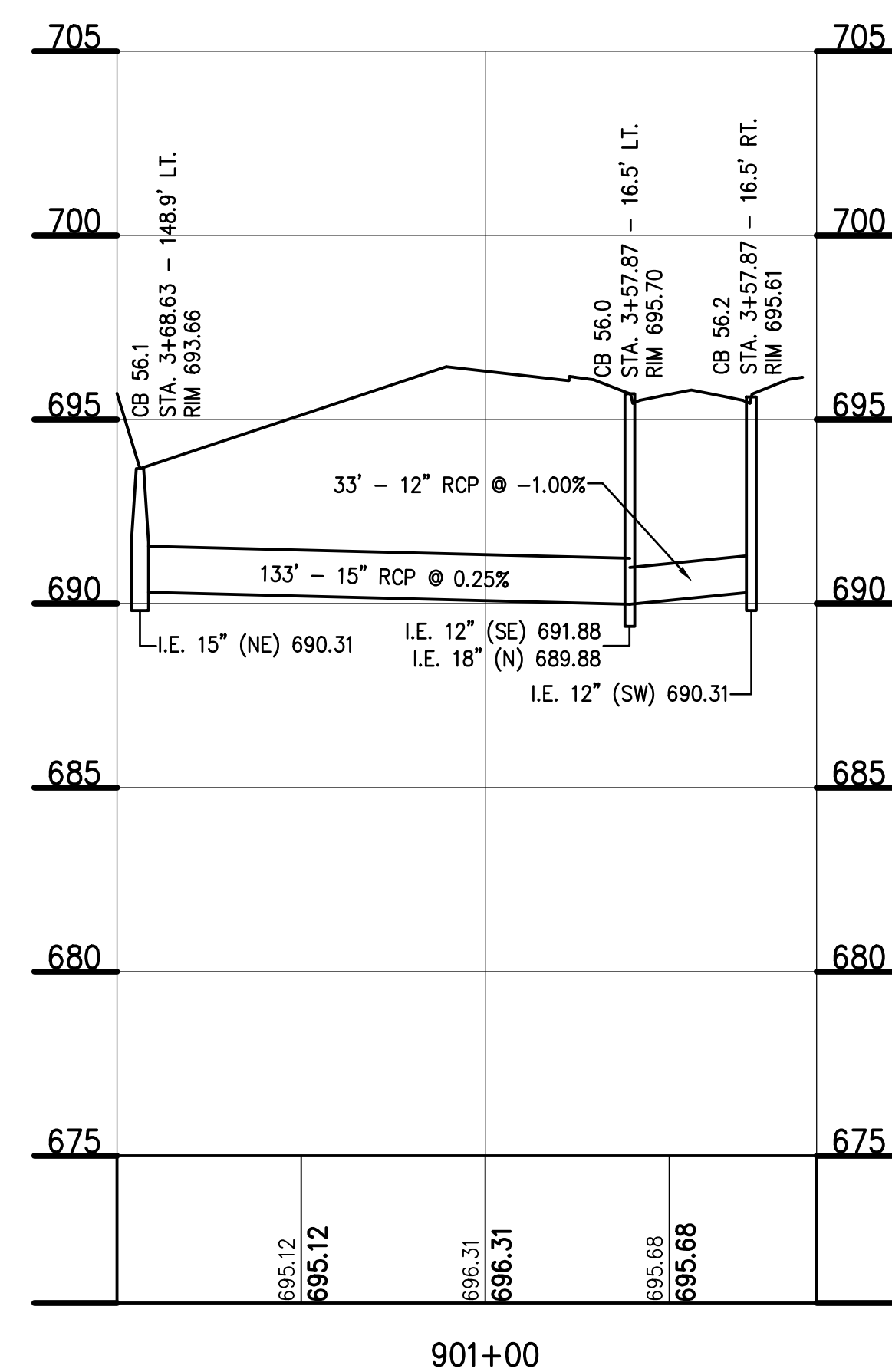
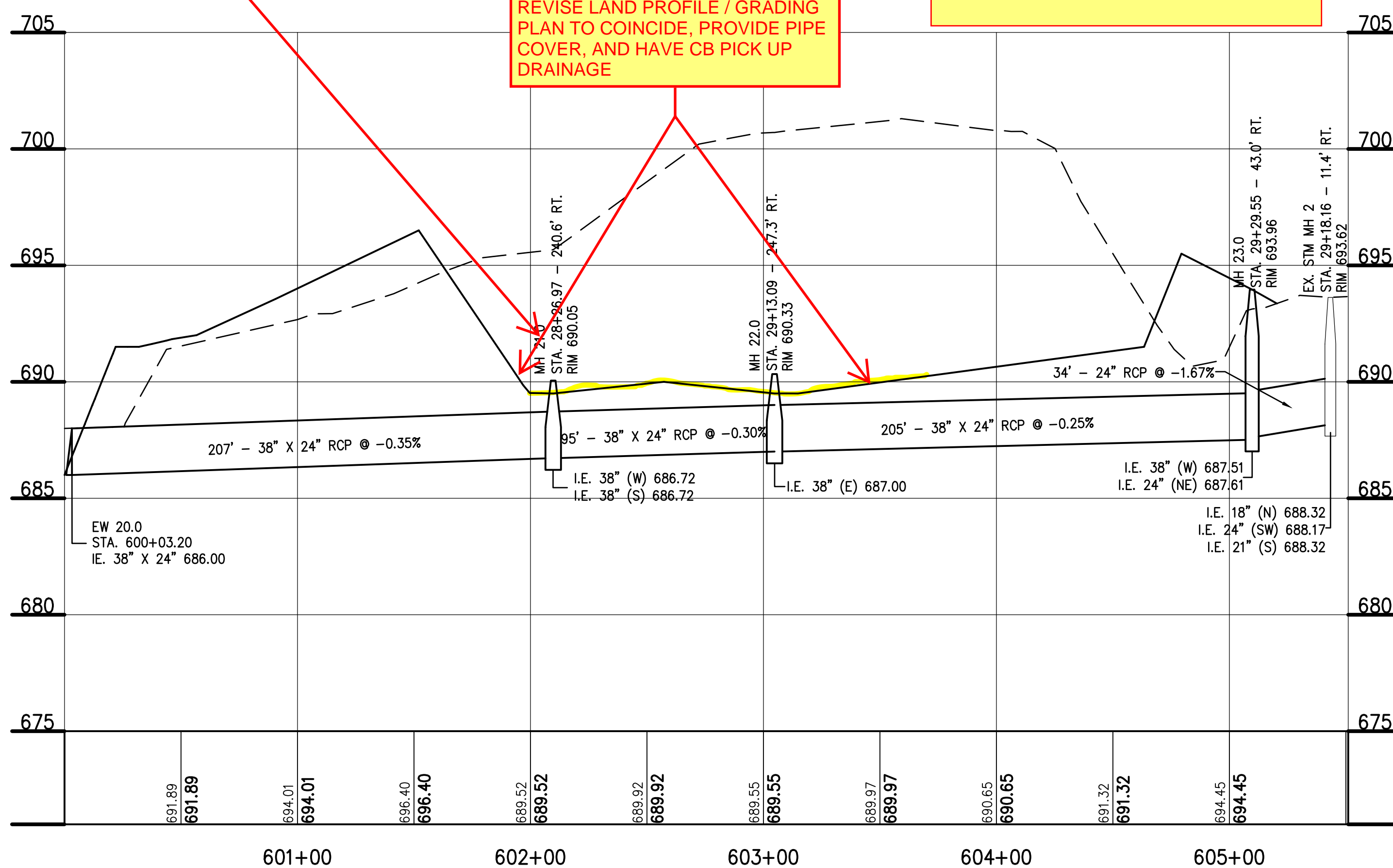
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SHEET  
**22** OF **37**





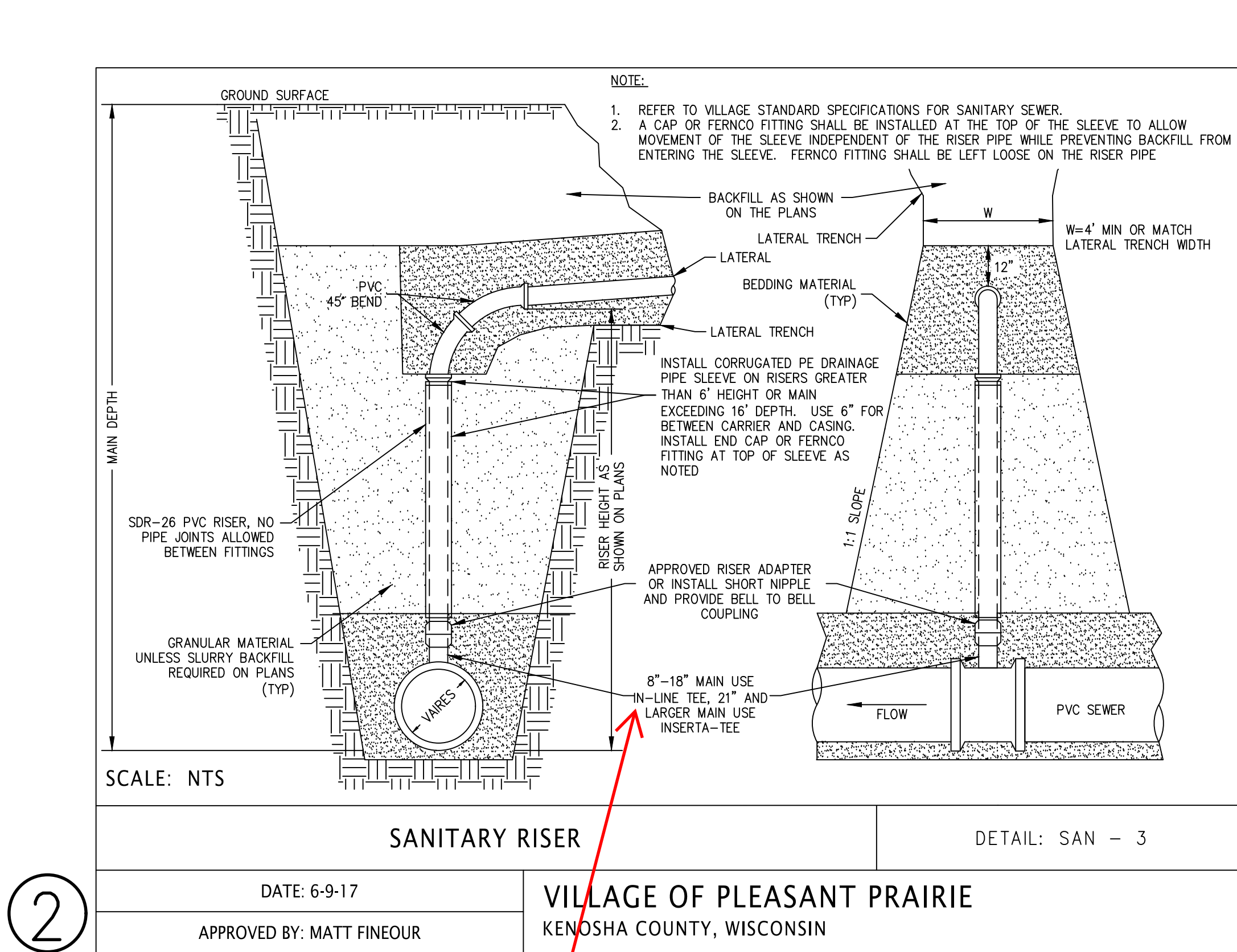
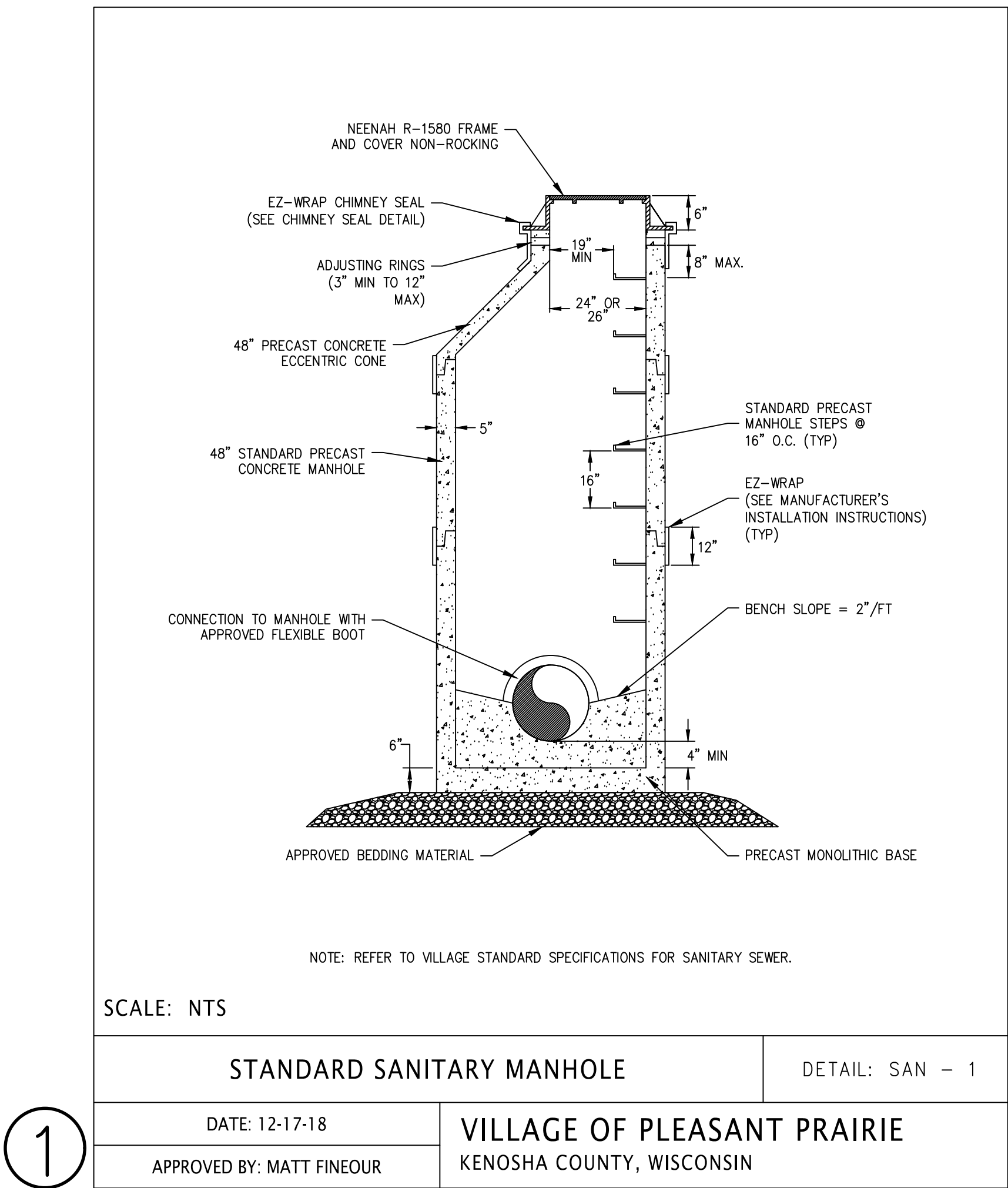
SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'





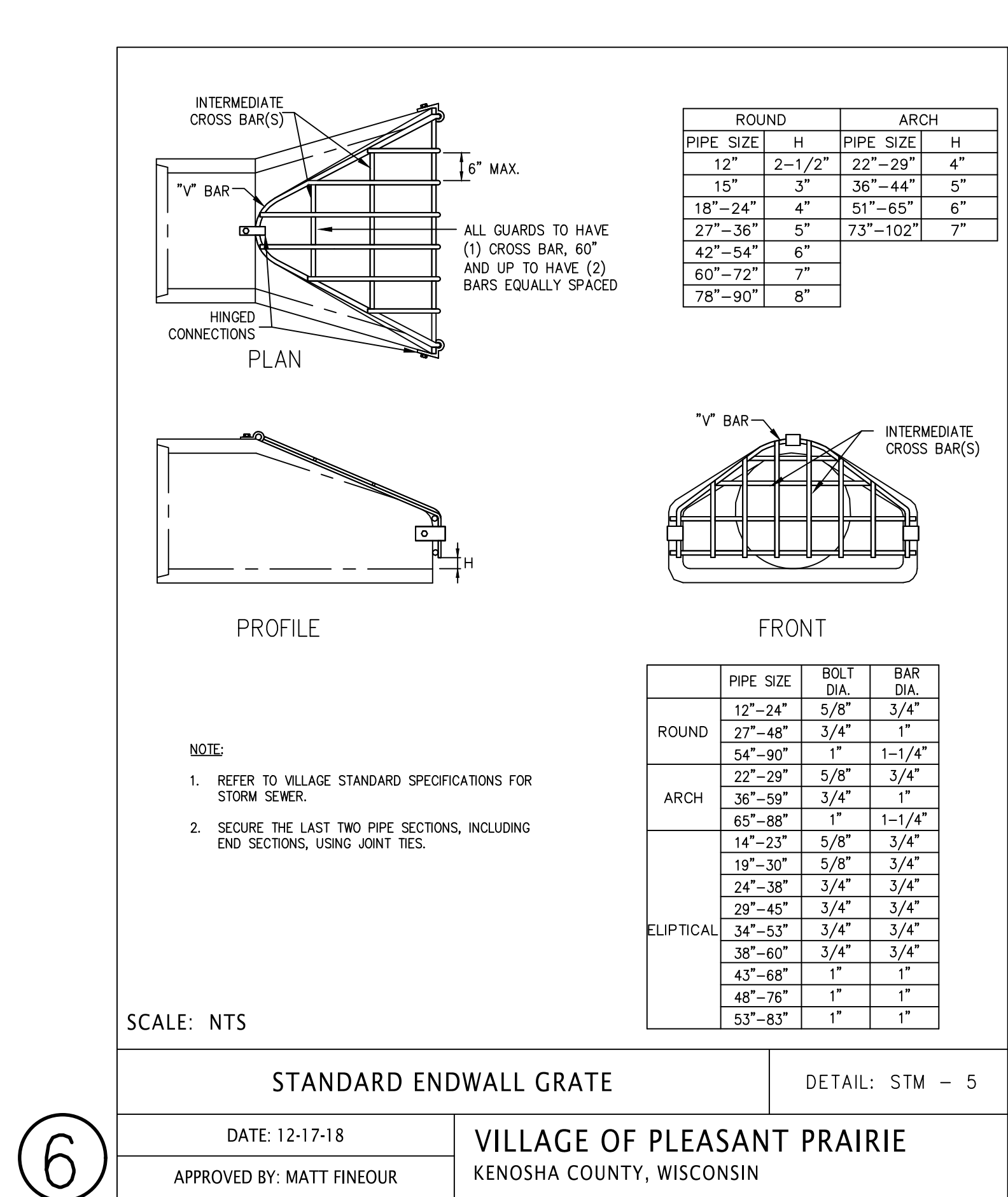
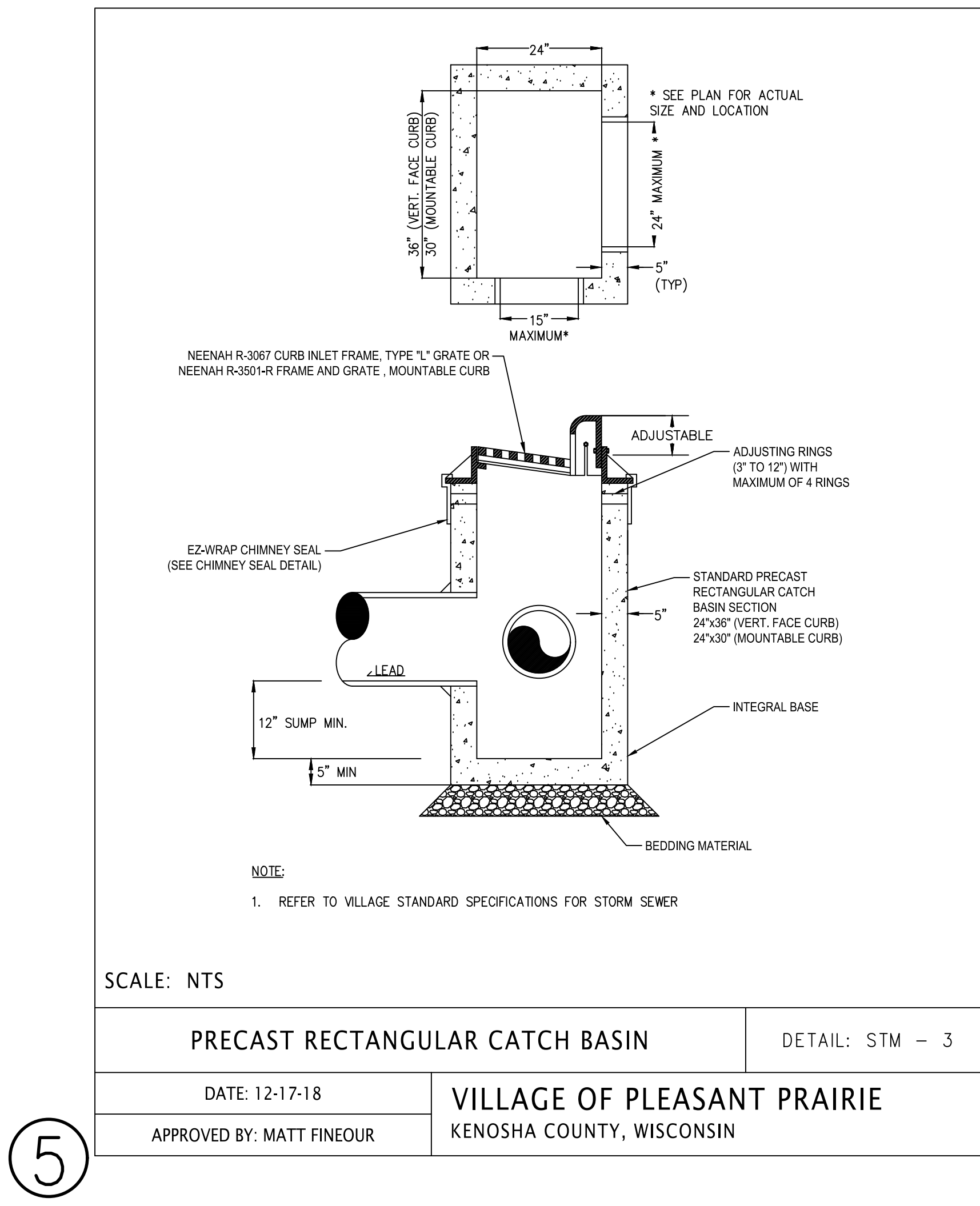
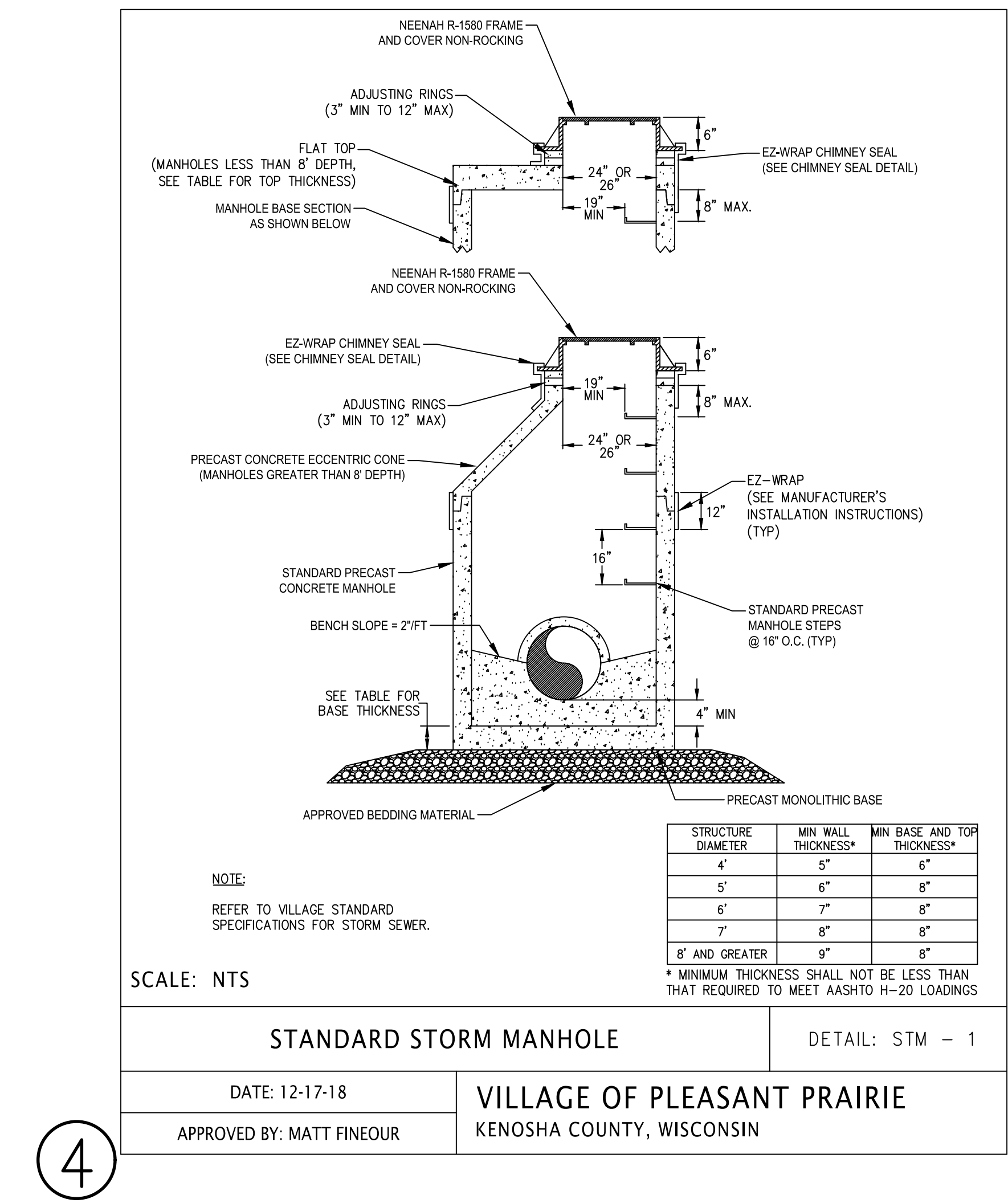
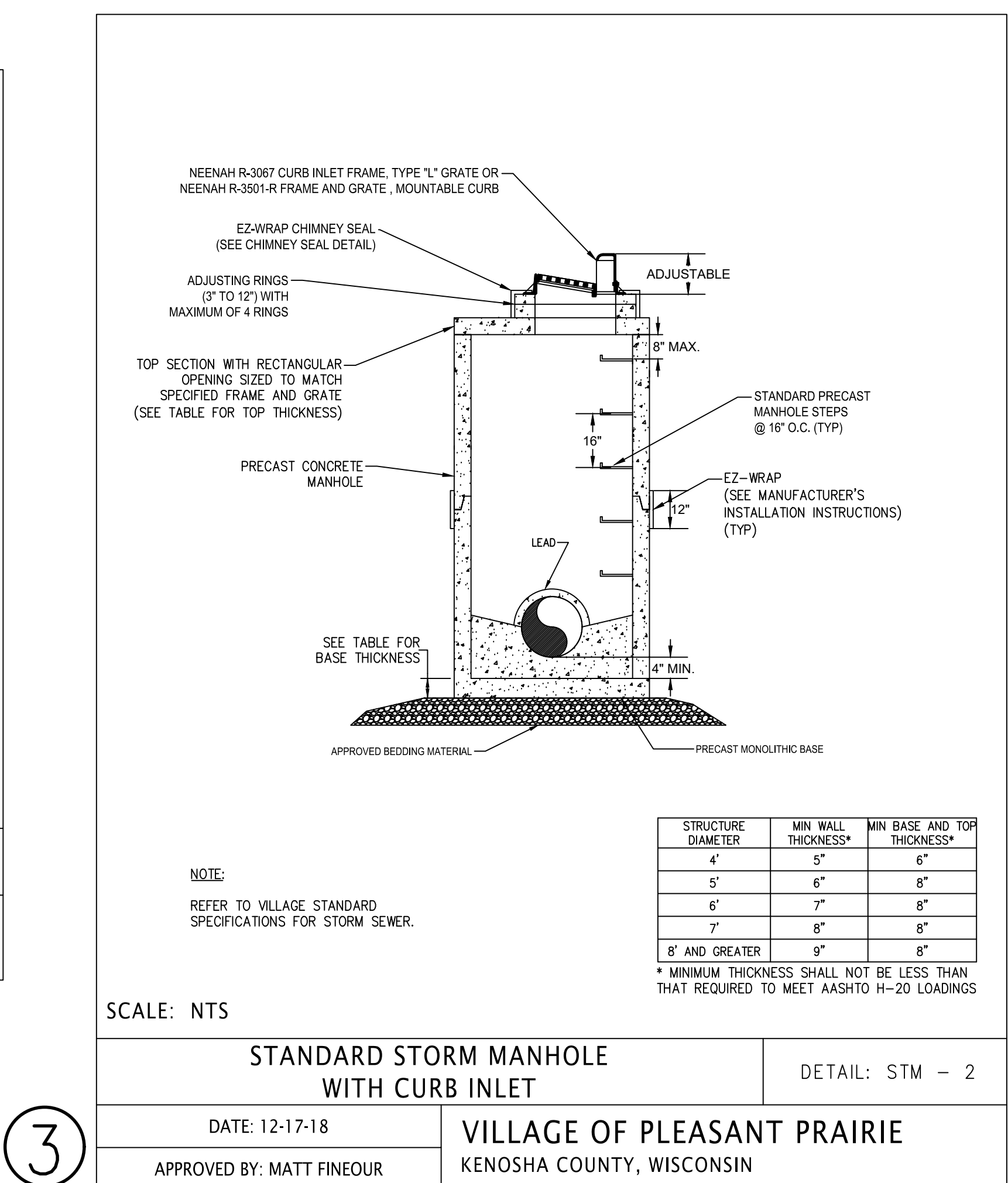






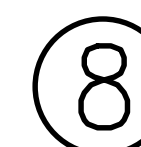
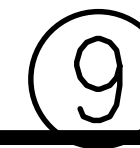
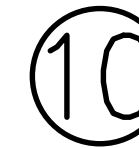
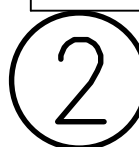
REPLACE WITH UPDATED RISER DETAIL(S). STANDARD RISER HAS CHANGED

CHECK AND UPDATE ALL TO 2020 STANDARD SPECS / DETAILS



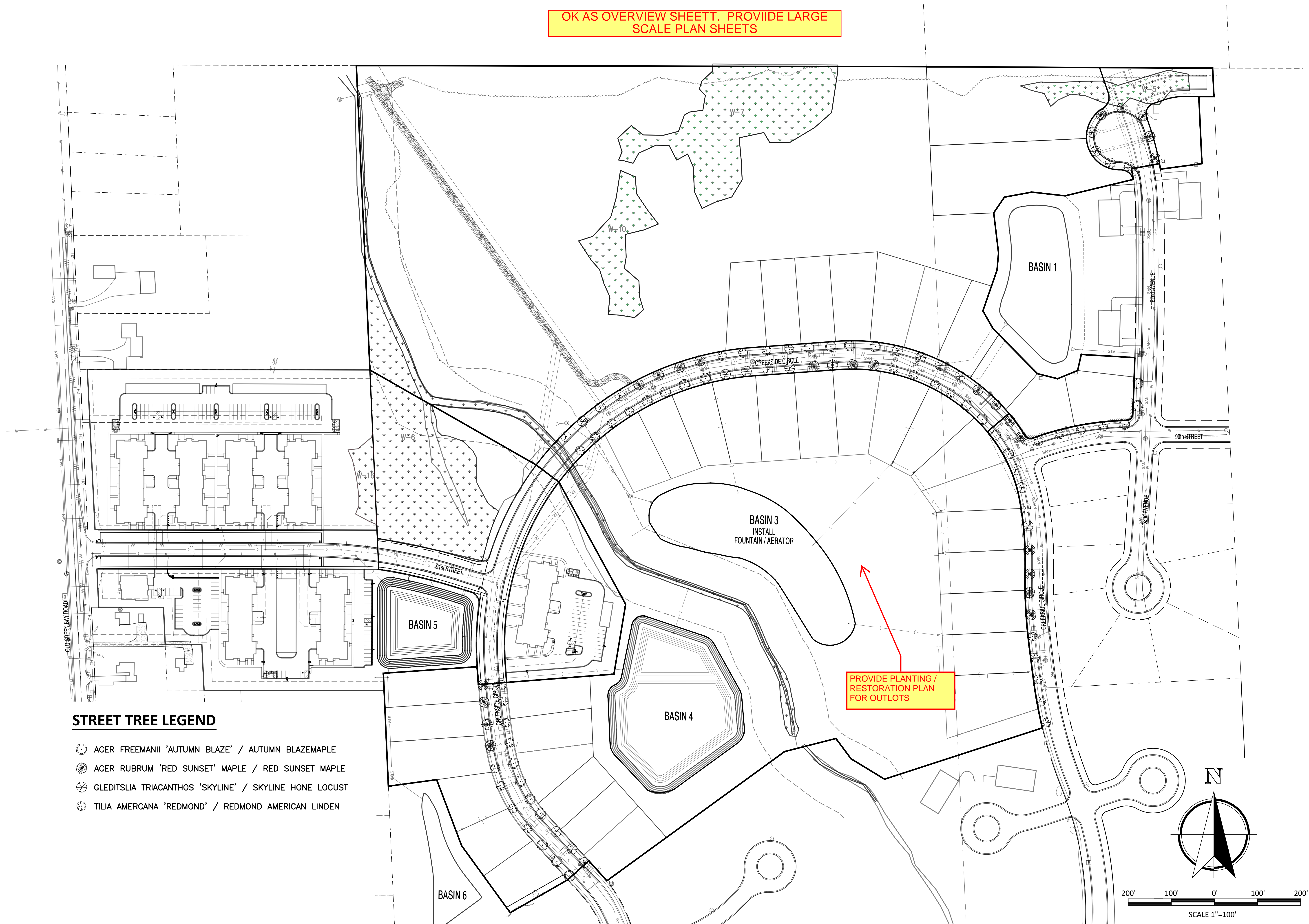
NO.	REVISION	BY	DATE











OK AS OVERVIEW SHEETT. PROVIDE LARGE SCALE PLAN SHEETS



## STREET TREE LEGEND

-  ACER FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZEMAPLE  
 ACER RUBRUM 'RED SUNSET' MAPLE / RED SUNSET MAPLE  
 GLEDITSIA TRIACANTHOS 'SKYLINE' / SKYLINE HONE LOCUST  
 TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN

**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: [www.nmbosc.net](http://www.nmbosc.net)

## CREEKSIDE TERRACE

## STREET TREE PLAN

FOR  
CREEKSIDE PP, LLC

CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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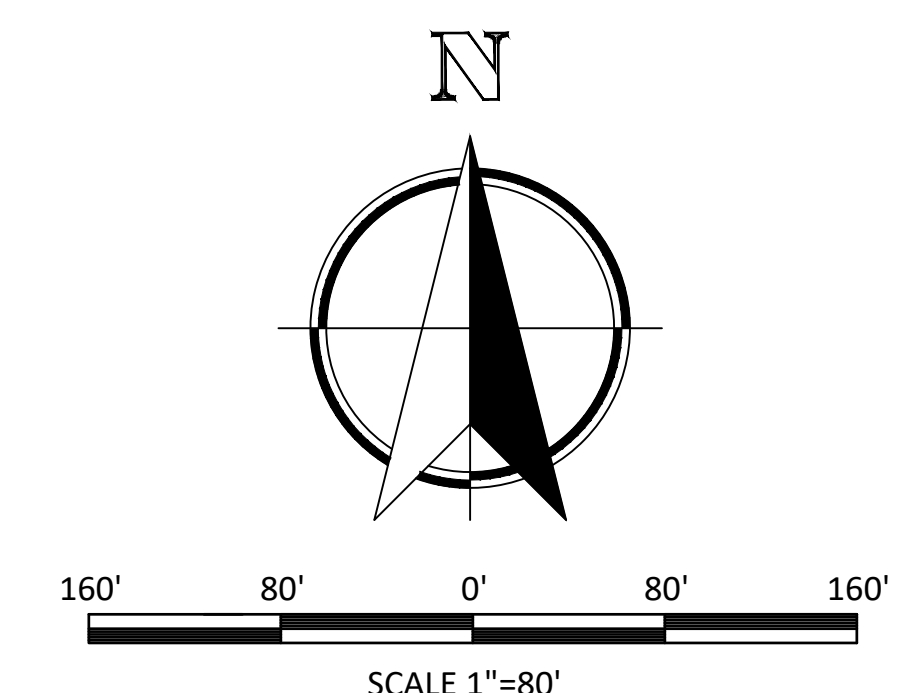
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DRAFTED: JJC  
DATE: 11-25-2019  
CHECKED: MDP  
DATE: 11-25-2019

2014.0030.07

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**ISSUE FOR REVIEW - 11-25-2019**



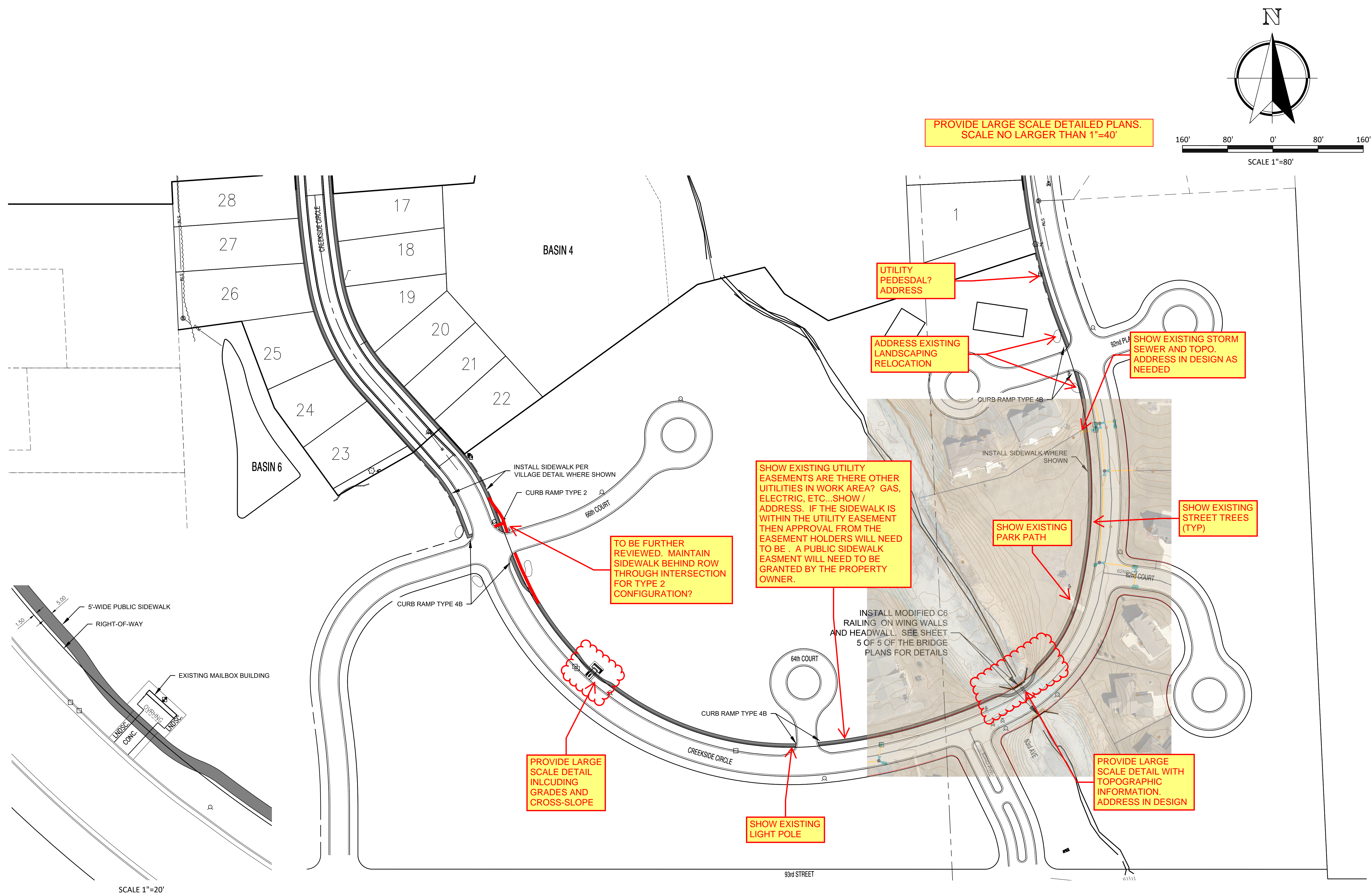


ADDESS  
STREET TREES

**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd., Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: [www.nmbssc.net](http://www.nmbssc.net)

[illegible]



[illegible]

PROJ. MGR: \_\_\_\_\_ MDE  
DRAFTED: \_\_\_\_\_ JJC  
DATE: \_\_\_\_\_ 11-25-2019  
CHECKED: \_\_\_\_\_ MDE  
DATE: \_\_\_\_\_ 11-25-2019

2014.0030.07

SHEET  
2 OF 2



## MEMORANDUM

**To:** Peggy Herrick, Assistant Planner / Zoning Administrator  
**From:** Matthew J. Fineour, P.E.  
**Date:** January 6, 2020  
**Re:** Creekside Terrace – Bridge Improvements  
DEV1911-010



---

Office of the Village Engineer

Peggy,

The Engineering Department has reviewed the submitted plans for the proposed referenced project. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

**See comments on attached mark-up plan sheets.**

1. Only plan sheets with comments are included.
2. Comments that apply to multiple locations are not repeated for every occurrence.

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

Attachments:

Plan Mark Up



# JEROME CREEK - TRIBUTARY NO. 4 BRIDGE IMPROVEMENTS

# VOPP ENG REVIEW PLAN MARK UP JANUARY 6, 2020



1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
 Tele: (262)634-5588 Website: [www.nmbcsc.net](http://www.nmbcsc.net)

## LEGEND

<u>Description</u>	<u>Existing</u>	<u>Description</u>	<u>Existing</u>	<u>Proposed</u>
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATERMAIN		
ELECTRIC MANHOLE		CONTOURS		
COMMUNICATION MANHOLE		FIRE PROTECTION		
WATER MANHOLE		UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT		
SECTION CORNER		RAILROAD TRACKS		
MAIL BOX		FENCE		
GUARD POST		NO VEHICULAR ACCESS		
STREET SIGN		UNDERGROUND ELECTRIC		
ELECTRIC PEDESTAL		UNDERGROUND GAS MAIN		
ELECTRIC METER		UNDERGROUND COMMUNICATIONS		
PAD MOUNT TRANSFORMER		SILT FENCE		
FOUND IRON PIPE		OVERHEAD ELECTRIC		
SET IRON PIPE		FORCE MAIN		



## ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	IE
LONG CORD OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	C&G	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISHED GRADE	FG	POINT OF VERTICAL INTERSECTION	PVI
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SAN
TOP OF BANK	TOB	STORM SEWER	STW
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM

## PRE-CONSTRUCTION NOTE

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S ARCHITECT / REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, VILLAGE BUILDING INSPECTOR, FIRE & RESCUE INSPECTOR, IT/DSIS SPECTOR AND ZONING ADMINISTRATOR) MUST BE HELD AT THE VILLAGE'S OFFICES. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED, SCHEDULED, AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

## UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.



REMOVE

## SHEET INDEX

<u>Plan Sheet</u>	<u>Sheet No.</u>
TITLE SHEET	1 OF 5
EXISTING CONDITIONS	2 OF 5
ROADWAY PROFILE, SITE GRADING & EROSION CONTROL PLAN	3 OF 5
BRIDGE CONSTRUCTION DETAILS	4-5 OF 5

**OWNER**

CREEKSIDE PP, LLC  
S.R. MILLS  
4011 80TH STREET  
KENOSHA, WI 53142  
OFFICE: 262-842-0452  
EMAIL: [smills@beardevelopment.com](mailto:smills@beardevelopment.com)

## GOVERNING AGENCY CONTACTS

9515 PRAIRIE VILLAGE HALL  
9915 39TH STREET  
PLEASANT PRAIRIE, WI 53158  
OFFICE: (262) 694-1400

- COMMUNITY DEVELOPMENT DEPARTMENT  
JEAN WEBBIE-HARRIS  
- DIRECTOR PLANNING, ZONING  
ADMINISTRATOR  
OFFICE: (262) 925-6718  
EMAIL: jwebbie-harris@pleasantprairiewi.gov

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AARON KRAMER  
- DEPUTY PLANNER & ZONING  
ADMINISTRATOR  
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EMAIL: akramer@pleasantprairiewi.gov

ENGINEERING DEPARTMENT  
MATT FINEOUR, P.E.  
- VILLAGE ENGINEER  
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EMAIL: mfineour@pleasantprairiewi.gov

KURT DAVIDSEN, P.E.  
- ASSISTANT VILLAGE ENGINEER  
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EMAIL: kdavidsen@pleasantprairiewi.gov

PLEASANT PRAIRIE PUBLIC WORKS DEPARTMENT  
JOHN STEINBRINK, JR., P.E.  
- DIRECTOR  
ROGER PRANGE MUNICIPAL BUILDING  
8600 GREEN BAY ROAD  
OFFICE: (262) 925-6768

BUILDING INSPECTION DEPARTMENT  
SANDRO PEREZ  
- BUILDING INSPECTION  
SUPERINTENDENT  
OFFICE: (262) 694-9304  
DIRECT: (262) 925-6722  
EMAIL: sperez@pleasantprairiewi.gov

DONALD KOEHNE  
- BUILDING INSPECTOR  
OFFICE: (262) 694-9304  
EMAIL: dkoehne@pleasantprairiewi.gov

MICHAEL KAPRELIAN  
- BUILDING INSPECTOR  
OFFICE: (262) 694-9304  
EMAIL: mkaprelian@pleasantprairiewi.gov

PLEASANT PRAIRIE FIRE & RESCUE DEPARTMENT  
CRAIG ROEPKE  
- CHIEF OF FIRE & RESCUE  
8048 88TH AVENUE  
OFFICE: (262) 694-8027  
EMAIL: croepke@pleasantprairiewi.gov

AARON LONGRIE  
- ASSISTANT FIRE CHIEF  
OFFICE: (262) 694-8027  
EMAIL: alongrie@pleasantprairiewi.gov

WI DEPARTMENT OF NATURAL RESOURCES  
PETER WOOD, P.E.  
- WATER RESOURCES ENGINEER  
OFFICE: 262-822-8227  
EMAIL: peter.wood@wisconsin.gov

TRAVIS SCHROEDER  
- WATER MANAGEMENT SPECIALIST  
OFFICE: (262) 574-2171  
EMAIL: travis.schroeder@wisconsin.gov

## **PUBLIC UTILITY CONTACTS**

WISCONSIN D.O.T. SOUTHEAST REGION OFFICE: (414) 266-1167	SPECTRUM ROBERT TUNUTA UTILITY COORDINATOR OFFICE: 414-277-4205 CELL: 414-756-5688 EMAIL: tunuta@charter.net
KEVIN KOEHNEK, P.E. PERMITS COORDINATOR 141 NW BARSTOW ST WAUKESHA, WI 53187 OFFICE: (262) 548-5891	WE-ENERGIES ALLIE MILLER KENOSHA SOUTH OFFICE: 262-552-3227 EMAIL: allie.miller@we-energies.com
A&T MIKE TOYEK OFFICE: 262-636-0549 EMAIL: mt1734@att.com	NATURAL GAS EMERGENCY: (800) 261-5325 ELECTRICAL EMERGENCY: (800) 662-4797
TDS TELECOM SOUTHEAST WISCONSIN OFFICE: 877-483-7142	

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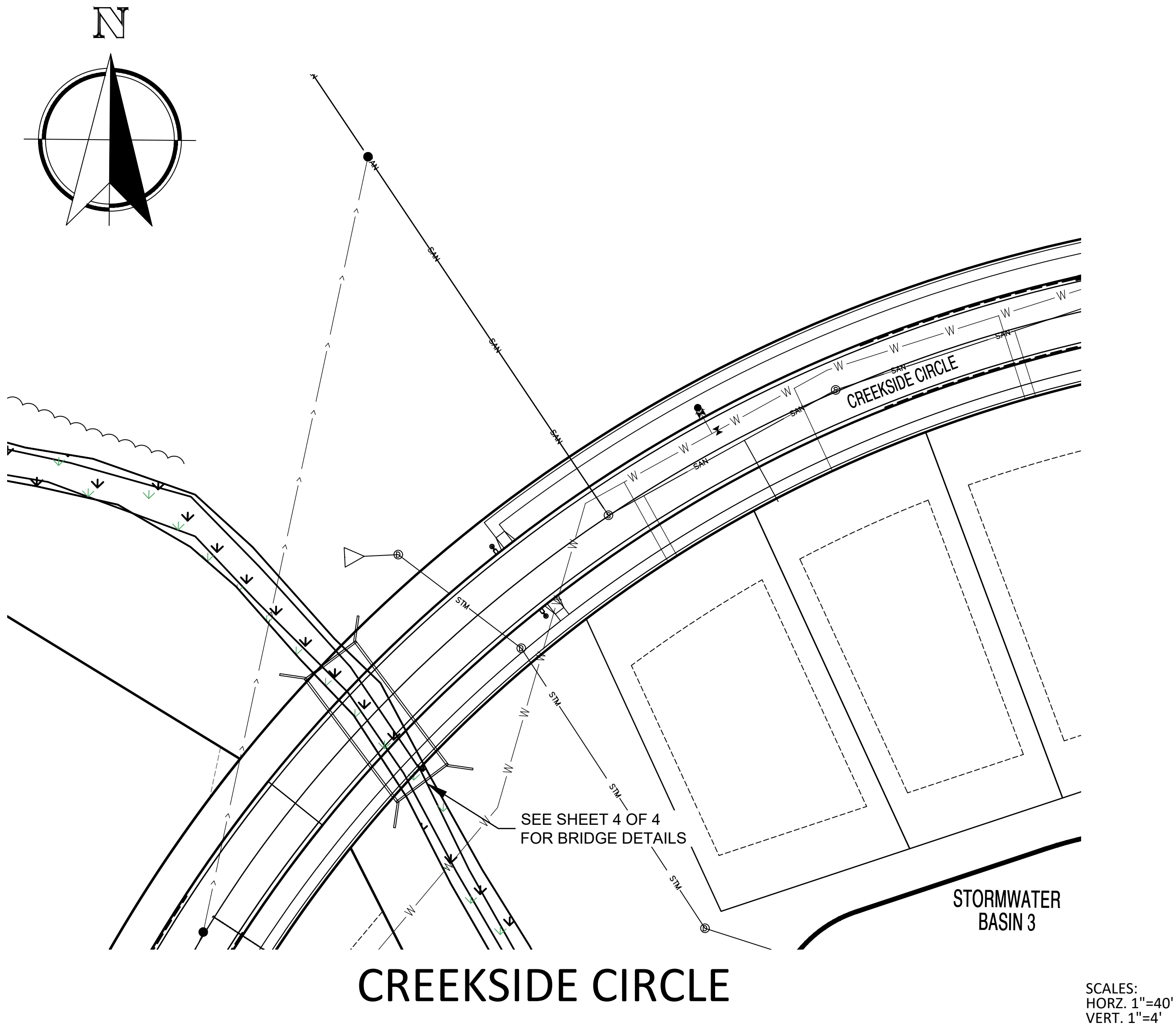
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DATE: 11-12-2019

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SHEET  
1 OF 4

**ISSUE FOR REVIEW - 11-12-2019**

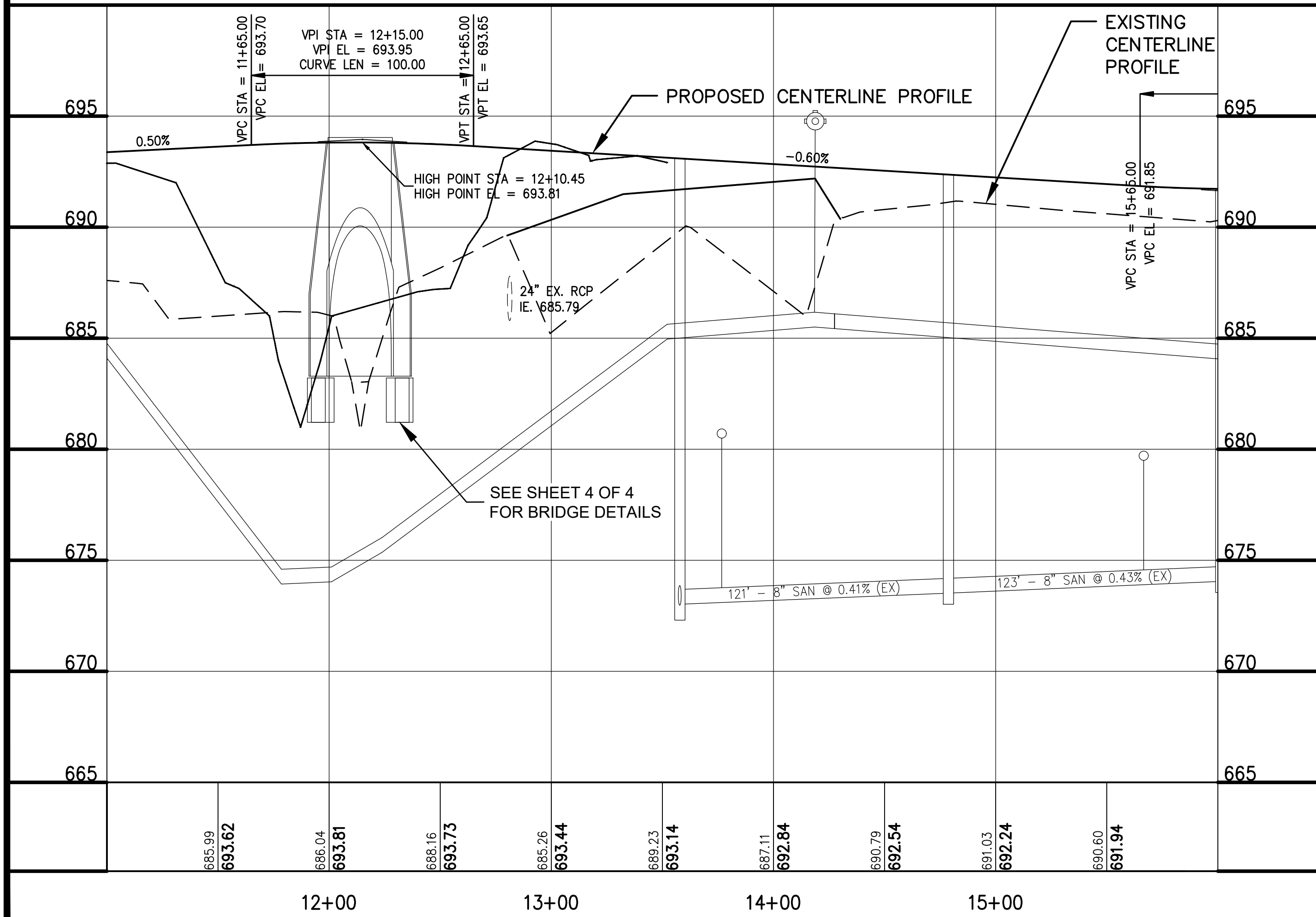


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## CREEKSIDE CIRCLE

SCALES:  
HORZ. 1"=40'  
VERT. 1"=4'



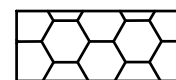
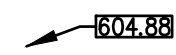
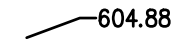
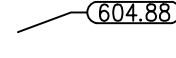
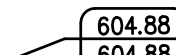

### GENERAL NOTES

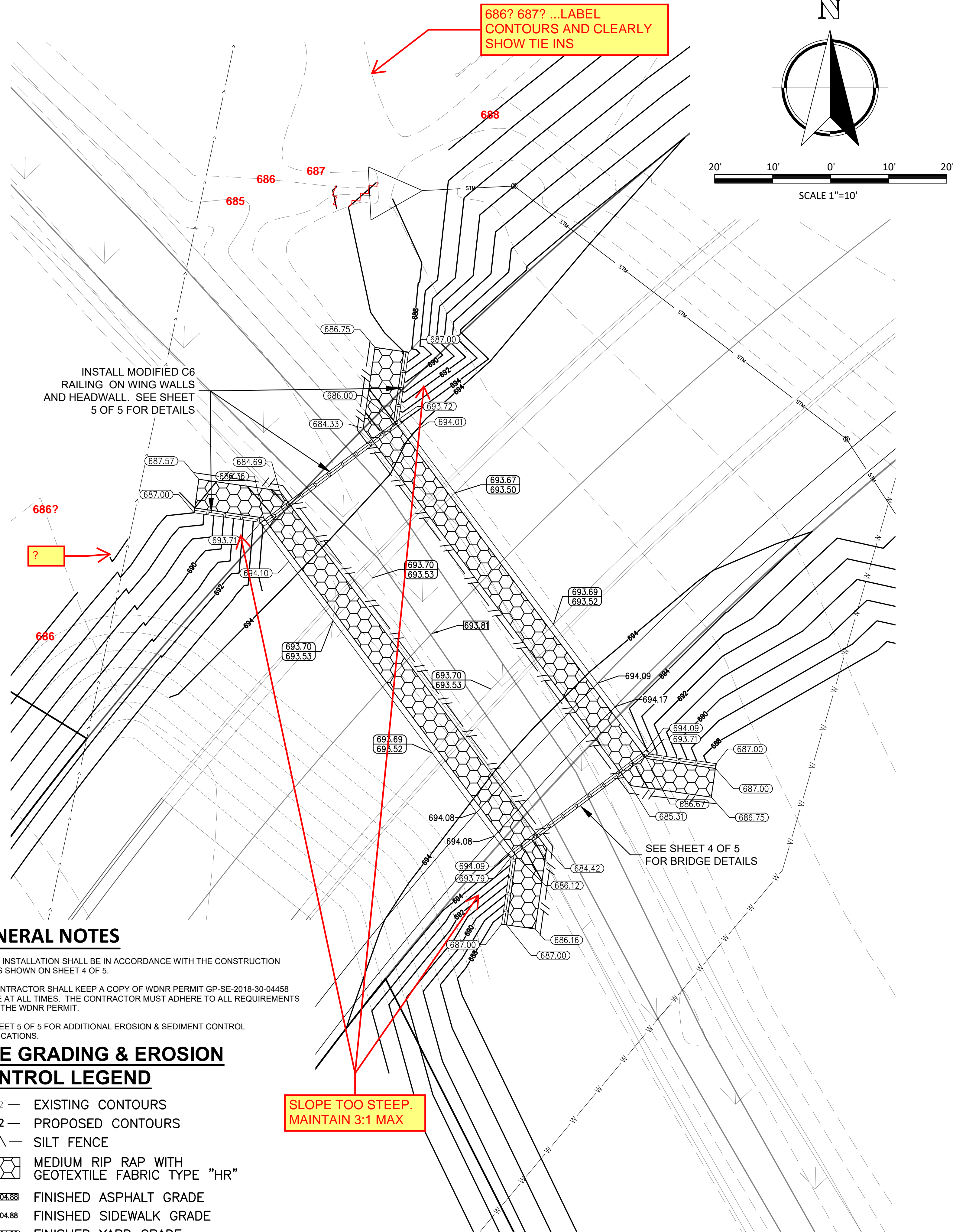
BRIDGE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION DETAILS SHOWN ON SHEET 4 OF 5.

THE CONTRACTOR SHALL KEEP A COPY OF WDNR PERMIT GP-SE-2018-30-04458 ON-SITE AT ALL TIMES. THE CONTRACTOR MUST ADHERE TO ALL REQUIREMENTS WITHIN THE WDNR PERMIT.

SEE SHEET 5 OF 5 FOR ADDITIONAL EROSION & SEDIMENT CONTROL SPECIFICATIONS.

### SITE GRADING & EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- \\ — SILT FENCE
-  MEDIUM RIP RAP WITH GEOTEXTILE FABRIC TYPE "HR"
-  FINISHED ASPHALT GRADE
-  FINISHED SIDEWALK GRADE
-  FINISHED YARD GRADE
-  TOP OF CURB GRADE
-  CURB FLANGE GRADE



**CREEKSIDE TERRACE**  
JEROME CREEK - TRIBUTARY NO. 4  
ROADWAY PROFILE, SITE GRADING &  
EROSION CONTROL PLAN  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JJC  
DATE: 11-12-2019  
CHECKED: MDE  
DATE: 11-12-2019

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SHEET  
3 OF 5

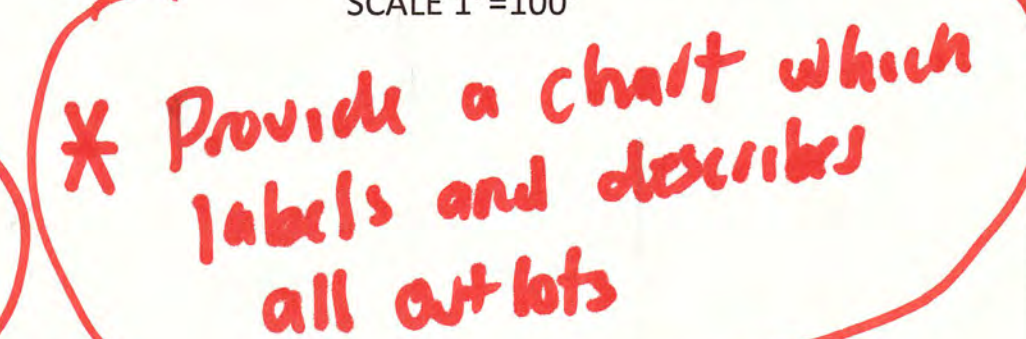
ISSUE FOR REVIEW - 11-12-2019

**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbasc.net



- **Label** wetland & floodplain areas
- Dedicated Wetland Preservation and Protection, Access and maintenance Easement areas
- Dedicated Floodplain <sup>100-year</sup> Preservation and Protection, Access and maintenance Easement areas

- Show all Dedicated Utility Easements
- Show all <sup>Dedicated</sup> Storm Water Drainage, Access and Maintenance Easements
- Show all Dedicated Vision Triangle Easements



Greenwood 16 Mar  
2019-11-25 Pre Plot Application & Plans  
Dell 904-06

\* Impt. to be clear what is being dedicated as a fee interest transfer & who (Village) is just getting easements.

\* Also Label  
corresponding  
experiments for  
Outlots 1, 2, 3, 4 & 5  
Dedicated .....  
to the Village of Pleasant  
Prairie for .....  
Experiment

Basin?  
if yes  
label

What is status of filling wetlands w/in 62nd Ave and 89th street R50-way?

( Describe intent of plat notes

No buildable  
building  
area shall  
within  
storm  
water  
event  
adjust  
pad for  
lots  
25  
of 36.  
See plan  
sheet 9  
of  
Gulls

\* Provide a table w/  
lots  
numbered  
w/ total  
square  
footages  
& lot  
widths.  
(total)  
feet  
& zoning

2. • Outlot 2, Dedicated to  
• who will own it  
(adjacent to Lot 23) for Storm  
Water Drainage, Access and Maintenance  
Purposes

- Outlot 5, Dedicated to the Crockett Homestead Association, Inc. for stormwater drainage, access and maintenance purposes.

- Outlot 4, Dedicated to the Geckside Homeowners Association, Inc. for Retention Basin, Access and Storm Water Drainage. Maintenance Purposes
- Outlot 3, — on next page

- Outlot 1, Dedicated to the Creekside Homeowners Association <sup>for</sup> Wetland Preservation and Protection, Floodplain Preservation and Protection and Open Space purposes.

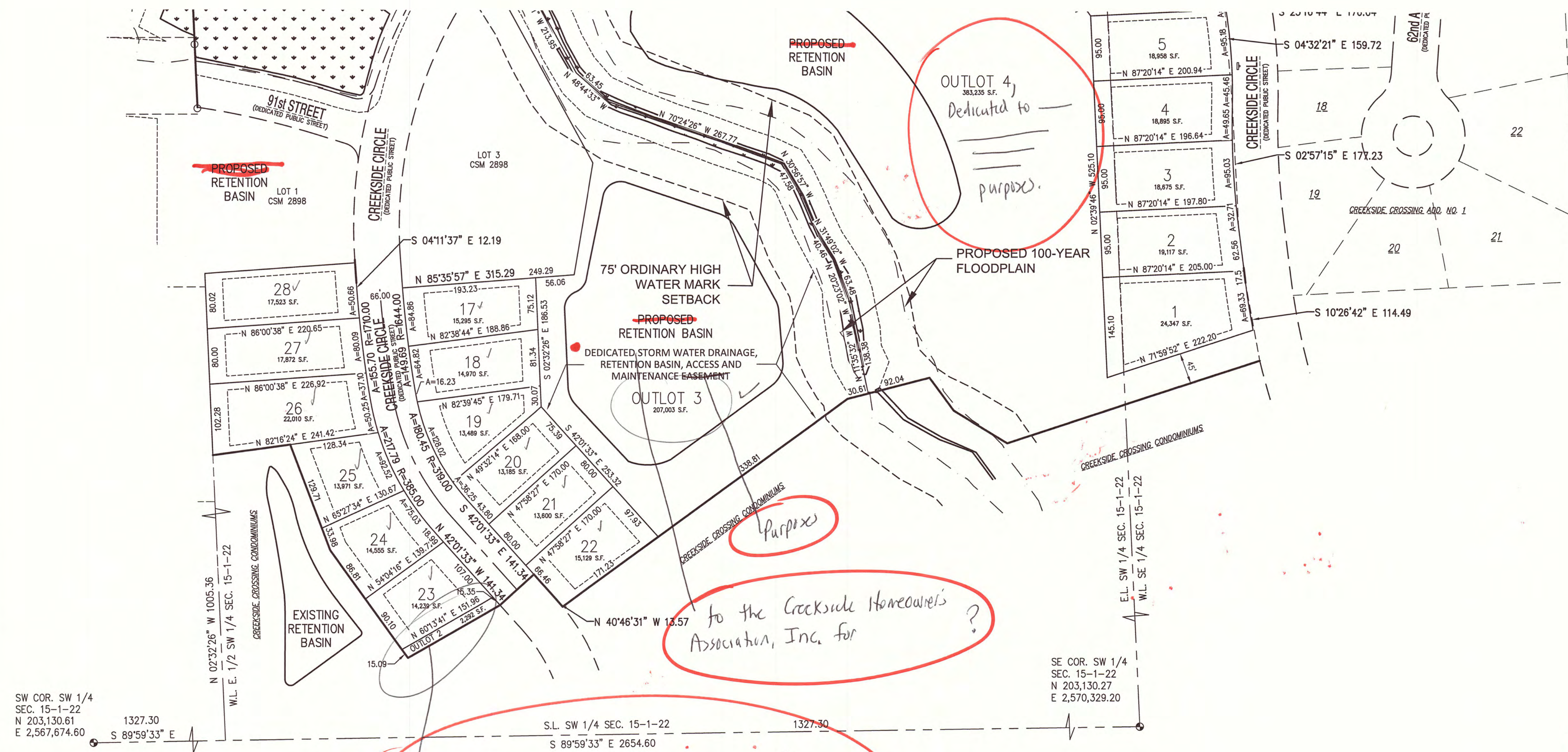
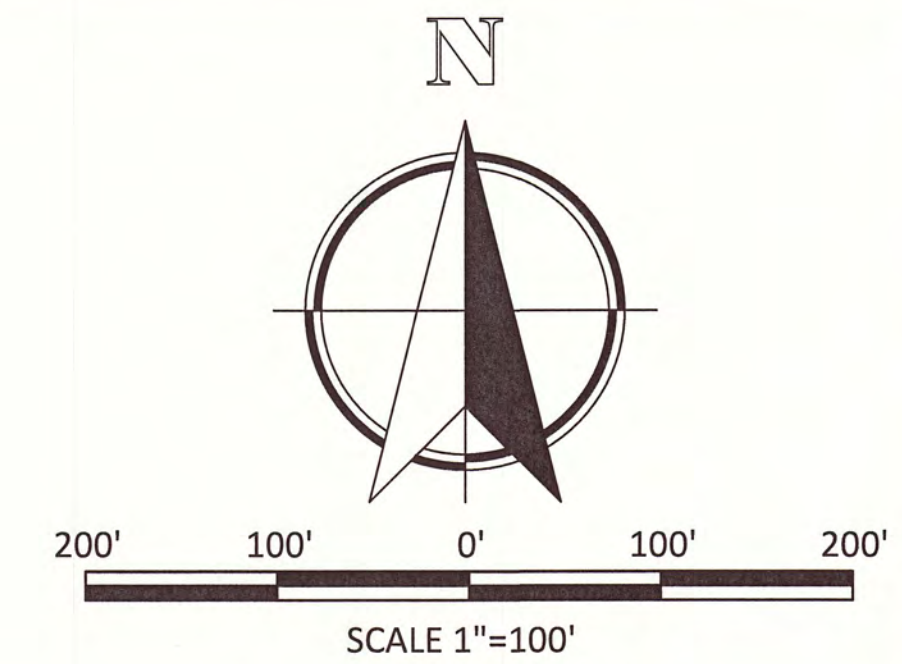
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NMB JOB 2014.0030.07

1/5/20



# PRELIMINARY PLAT CREEKSIDE TERRACE

A RE-DIVISION OF PART OF OUTLOTS 7, 8 AND 9 OF CREEKSIDE CROSSING ADDITION NO. 1 (A SUBDIVISION PLAT OF RECORD),  
LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 AND  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL  
MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN



There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

SHEET 2 OF 5 SHEETS

11-25-2019  
NMB JOB 2014.0030.07



# PRELIMINARY PLAT CREEKSIDE TERRACE

A RE-DIVISION OF PART OF OUTLOTS 7, 8 AND 9 OF CREEKSIDE CROSSING ADDITION NO. 1 (A SUBDIVISION PLAT OF RECORD), LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

## SURVEYOR'S CERTIFICATE

State of Wisconsin )  
                                  ) ss  
County of Kenosha)

I, Mark R. Madsen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped "Creekside Terrace", being a re-division of part of Outlots 7, 8 and 9 of Creekside Crossing Addition No. 1 (A Subdivision Plat of Record), located in a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin, more particularly bounded and described as follows:  
Commencing at the Southwest corner of the Southwest 1/4 of said Section 15; run thence S89°59'33"E, 1327.30 feet along the South line of the Southwest 1/4 of said Section 15 to the West line of the East 1/2 of the Southwest 1/4 of said Section 15; thence N02°32'26"W, 1005.36 feet along the West line of the East 1/2 of the Southwest 1/4 of said Section 15 to a point on the West line of Outlot 8 of said Creekside Crossing Addition No. 1 and the point of beginning of this description; continue thence N02°32'26"W, 262.30 feet along the West line of the East 1/2 of the Southwest 1/4 of said Section 15 and the West line of Outlot 8 of said Creekside Crossing Addition No. 1; thence N86°00'38"E, 217.88 feet to a point on the Westerly right-of-way line of Creekside Circle and the Easterly line of Outlot 8 of said Creekside Crossing Addition No. 1; thence S03°59'22"E, 29.34 feet along the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 8 of said Creekside Crossing Addition No. 1 to a point of curvature to the left, having a Westerly convexity, a radius of 1710.00 feet and a chord bearing and distance of S04°11'37"E, 12.19 feet; thence Southerly 12.19 feet along the arc of said curve, the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 8 of Creekside Crossing Addition No. 1; thence N85°35'57"E, 66.00 feet to a point on the Easterly right-of-way line of said Creekside Circle and the Westerly line of Outlot 9 of said Creekside Crossing Addition No. 1; continue thence N85°35'57"E, 249.29 feet; thence N09°31'52"E, 164.30 feet; thence N28°35'58"W, 322.94 feet to the Easterly right-of-way line of said Creekside Circle and the Westerly line of Outlot 9 of said Creekside Crossing Addition No. 1; thence N52°57'45"W, 66.00 feet to the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 7 of Creekside Crossing Addition No. 1; thence N60°15'04"W, 444.37 feet to the West line of the East 1/2 of the Southwest 1/4 of said Section 15 and the West line of Outlot 7 of said Creekside Crossing Addition No. 1; thence N02°32'26"W, 706.89 feet along the West line of the East 1/2 of the Southwest 1/4 of said Section 15 and the West line of Outlot 7 of said Creekside Crossing Addition No. 1 to the North line of the Southwest 1/4 of said Section 15 and the Northwest corner of Outlot 7 of said Creekside Crossing Addition No. 1; thence S89°53'14"E, 1321.675 feet along the North line of the Southwest 1/4 of said Section 15 and the North line of Outlot 7 of said Creekside Crossing Addition No. 1 to the Northwest corner of the Southeast 1/4 of said Section 15; thence S89°41'39"E, 863.905 feet along the North line of the Southeast 1/4 of said Section 15 and the North line of Outlot 7 of said Creekside Crossing Addition No. 1 to the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 15 and the Northeast corner of Outlot 7 of said Creekside Crossing Addition No. 1; thence S02°39'37"E, 66.08 feet along the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of said Section 15 and the East line of Outlot 7 of said Creekside Crossing Addition No. 1 to the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums (A Condominium Plat of Record); thence N89°41'39"W, 35.05 feet parallel with the North line of the Southeast 1/4 of said Section 15 and the North line of Outlot 7 of said Creekside Crossing Addition No. 1 and along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S02°39'37"E, 135.80 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S82°26'38"W, 97.13 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums to the East right-of-way line of 62nd Avenue and a point of curvature to the left, having an Easterly convexity, a radius of 633.00 feet and a chord bearing and distance of N10°00'14"W, 13.05 feet; thence Northerly 13.05 feet along the arc of said curve, the East right-of-way line of said 62nd Avenue and the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S79°24'20"W, 66.00 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums to the West right-of-way line of said 62nd Avenue and a point of curvature to the right, having an Easterly convexity, a radius of 567.00 feet and a chord bearing and distance of S09°19'59"E, 24.97 feet; thence Southerly 24.97 feet along the arc of said curve, the West right-of-way line of said 62nd Avenue and the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S76°30'06"W, 162.75 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence N83°34'59"W, 77.27 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S79°40'01"W, 64.80 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S34°19'22"W, 44.17 feet along the Northerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums to the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S06°50'11"E, 93.79 feet along the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S04°58'56"W, 39.90 feet along the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S19°07'12"W, 100.11 feet along the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S29°40'13"E, 45.92 feet along the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S43°55'46"E, 41.01 feet along the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S44°39'27"E, 107.27 feet along the Westerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums to the Southerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S75°58'16"E, 47.99 feet along the Southerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence N67°49'16"E, 50.27 feet along the Southerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence N12°44'49"E, 38.23 feet along the Southerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums; thence S86°35'40"E, 124.28 feet along the Southerly line of Phase 2 of 2nd Amendment to Creekside Crossing Condominiums to the West right-of-way line of said 62nd Avenue and the Easterly line of Outlot 7 of said Creekside Crossing Addition No. 1 and a point of curvature to the right, having an Easterly convexity, a radius of 7467.00 feet and a chord bearing and distance of S02°04'22"W, 131.14 feet; thence Southerly 131.15 feet along the arc of said curve, the West right-of-way line of said 62nd Avenue and the Easterly line of Outlot 7 of said Creekside Crossing Addition No. 1 to a point of curvature to the right, having a Southeasterly convexity, a radius of 15.00 feet and a chord bearing and distance of S45°33'40"W, 20.45 feet; thence Southwesterly 22.51 feet along the arc of said curve, the West right-of-way line of said 62nd Avenue and the Easterly line of Outlot 7 of said Creekside Crossing Addition No. 1 to the Northerly right-of-way line of 90th Street, the Southerly line of Outlot 7 of said Creekside Crossing Addition No. 1 and a point of curvature to the left having a Northerly convexity, a radius of 683.00 feet and a chord bearing and distance of S79°13'01"W, 221.44 feet; thence Westerly 222.43 feet along the arc of said curve, the Northerly right-of-way line of said 90th Street, and the Southerly line of Outlot 7 of said Creekside Crossing Addition No. 1 to a point of curvature to the right having a Southwesterly convexity, a radius of 15.00 feet and a chord bearing and distance of N70°43'46"W, 19.03 feet; thence Northwesterly 20.62 feet along the arc of said curve, the Northerly right-of-way line of said 90th Street and the Southerly line of Outlot 7 of said Creekside Crossing Addition No. 1 to the Easterly right-of-way line of said Creekside Circle, the Southerly line of Outlot 7 of said Creekside Crossing Addition No. 1 and a point of curvature to the left, having a Northeasterly convexity, a radius of 408.00 feet and a chord bearing and distance of N35°46'10"W, 62.93 feet; thence Northwesterly 62.99 feet along the arc of said curve, the Easterly right-of-way line of said Creekside Circle and the Southerly line of Outlot 7 of said Creekside Crossing Addition No. 1; thence S49°48'27"W, 66.00 feet to the Westerly right-of-way line of said Creekside Circle, the Easterly line of Outlot 9 of said Creekside Crossing Addition No. 1 and a point of curvature to the right, having a Northeasterly convexity, a radius of 342.00 feet and a chord bearing and distance of S25°16'44"E, 176.04 feet; thence Southeasterly 177.60 feet along the arc of said curve, the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 9 of said Creekside Crossing Addition No. 1 to a point of curvature to the right having an Easterly convexity, a radius of 777.00 feet and a chord bearing and distance of S04°32'21"E, 159.72 feet; thence Southerly 160.00 feet along the arc of said curve, the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 9 of said Creekside Crossing Addition No. 1 to a point of curvature to the left, having a Westerly convexity, a radius of 1178.00 feet and a chord bearing and distance of S02°57'15"E, 177.23 feet; thence Southerly 177.40 feet along the arc of said

curve, the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 9 of said Creekside Crossing Addition No. 1; thence S07°16'06"E, 80.06 feet along the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 9 of said Creekside Crossing Addition No. 1 to a point of curvature to the left, having a Westerly convexity, a radius of 1033.00 feet and a chord bearing and distance of S10°26'42"E, 114.49 feet; thence Southerly 114.54 feet along the arc of said curve, the Westerly right-of-way line of said Creekside Circle and the Easterly line of Outlot 9 of said Creekside Crossing Addition No. 1 to the Southeast corner of Outlot 9 of said Creekside Crossing Addition No. 1; thence S71°59'52"W, 384.84 feet along the Southerly line of Outlot 9 of Creekside Crossing Addition No. 1; thence N58°37'41"W, 91.02 feet along the Southerly line of Outlot 9 of Creekside Crossing Addition No. 1; thence N36°39'32"W, 58.59 feet along the Southerly line of Outlot 9 of Creekside Crossing Addition No. 1; thence S75°42'05"W, 122.65 feet along the Southerly line of Outlot 9 of Creekside Crossing Addition No. 1; thence S53°58'23"W, 510.04 feet along the Southerly line of Outlot 9 of Creekside Crossing Addition No. 1 to the Easterly right-of-way line of said Creekside Circle, the Westerly line of Outlot 9 of said Creekside Crossing Addition No. 1 and a point of curvature to the left, having a Northeasterly convexity, a radius of 311.00 feet and a chord bearing and distance of N40°46'31"W, 13.57 feet; thence Northwesterly 13.58 feet along the arc of said curve, the Easterly right-of-way line of said Creekside Circle and the Westerly line of Outlot 9 of said Creekside Crossing Addition No. 1; thence N42°01'33"W, 48.92 feet; thence S47°58'27"W, 66.00 feet to the Westerly right-of-way line of said Creekside Circle and the Southeasterly corner of Outlot 8 of said Creekside Crossing Addition No. 1; thence S60°13'41"W, 153.60 feet along the Southerly line of Outlot 8 of said Creekside Crossing Addition No. 1 to the Southwesterly corner of Outlot 8 of said Creekside Crossing Addition No. 1; thence N35°55'44"W, 192.00 feet along the Westerly line of Outlot 8 of said Creekside Crossing Addition No. 1; thence N20°40'59"W, 163.69 feet along the Westerly line of Outlot 8 of said Creekside Crossing Addition No. 1; thence S82°16'24"W, 113.08 feet to the West line of the East 1/2 of the Southwest 1/4 of said Section 15, the West line of Outlot 8 of said Creekside Crossing Addition No. 1 and the point of beginning of this description.  
Said parcel contains 2,421,746 square feet (or 55.596 acres) more or less.

That I have made such Survey, land division and map by the direction of ~~Bear Development~~, owner of said lands. That such map is a correct representation of all the exterior boundaries of the ~~land~~ surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the ~~subdivision regulations~~, Chapter 395 of the Village of Pleasant Prairie in surveying, dividing, mapping and dedicating the same.

November 22, 2019

Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
(262) 634-5588

## CORPORATE OWNER'S CERTIFICATE OF DEDICATION

~~Bear Development~~, a corporation 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 plat to be surveyed, divided, mapped and dedicated as represented on this plat. Bear Development, does further certify that this plat is required to be submitted to the following for approval: Village of Pleasant Prairie and the Wisconsin Department of Administration.

IN WITNESS WHEREOF the said ~~Bear Development~~ has caused these presents to be signed by \_\_\_\_\_ at \_\_\_\_\_, Wisconsin, and its seal affixed hereunto this \_\_\_\_\_ day of \_\_\_\_\_, 2019 in the presence of:

WITNESS:

Print Name \_\_\_\_\_, Managing Member

STATE OF WISCONSIN)

                                  ) ss  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_, Managing Member of the above-named corporation to me known to be the person who executed the foregoing and acknowledged the same.

Signed: \_\_\_\_\_

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

Notary Public, State of Wisconsin

My commission expires/is permanent: \_\_\_\_\_

S E A L

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20 \_\_\_\_\_

Department of Administration



## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Bear Development, owner. IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by \_\_\_\_\_, its Senior Vice-President and \_\_\_\_\_, Vice President, at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in the presence of:

\_\_\_\_\_, Senior Vice-President

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

\_\_\_\_\_, Vice-President

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

(Corporate Seal)

STATE OF WISCONSIN )

                                  ) ss  
COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_, Senior Vice-President and \_\_\_\_\_, Vice President, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Senior Vice-President and Vice President of said corporation, and acknowledged that they executed the foregoing as such officers as the deed of said corporation, by its authority.

Signed: \_\_\_\_\_

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

Notary Public, State of Wisconsin

My commission expires/is permanent: \_\_\_\_\_

S E A L

## VILLAGE BOARD CERTIFICATE

We hereby certify that the final plat of Creekside Terrace in the Village of Pleasant Prairie submitted for approval by ~~Bear Development~~, owner of said lands, was approved by the Village Board of the Village of Pleasant Prairie on \_\_\_\_\_ by Resolution No. \_\_\_\_\_ and that any and all conditions of such approval have been satisfied.

By: \_\_\_\_\_

John P. Steinbrink, Village President

Attested By: \_\_\_\_\_

Jane C. Snell, Village Clerk

STATE OF WISCONSIN)

                                  ) ss  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

Signed: \_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires/is permanent: \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

I, Teri M. Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in the plat of Creekside Terrace.

By: \_\_\_\_\_

Teri M. Jacobson, County Treasurer

## VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Goessl, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in this plat of Creekside Terrace.

By: \_\_\_\_\_

Kathleen M. Goessl, Village Treasurer

SHEET 3 OF 5 SHEETS

11-25-2019  
NMB JOB 2014.0030.07



# PRELIMINARY PLAT CREEKSIDE TERRACE

A RE-DIVISION OF PART OF OUTLOTS 7, 8 AND 9 OF CREEKSIDE CROSSING ADDITION NO. 1 (A SUBDIVISION PLAT OF RECORD), LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

## ARTICLE IV DEDICATION AND EASEMENT PROVISIONS

4.1 **Easements-General.** Certain Easements affecting the Property are recorded on the final plat for Creekside Terrace Subdivision in the office of the Registrar of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or the Creekside Terrace Homeowner's Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such area(s) together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement areas.

4.2 **Dedicated Public Streets.** The fee interest in the areas shown as a Dedicated Public Street on this Plat (Creekside Circle, 62nd Avenue and 89th Street) is hereby dedicated, given, granted and conveyed by the Developer to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, as required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following:

(1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, as required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of 2/29/19 (subject to the rights of the Village to perform the same functions); and

(2) a nonexclusive easement hereby reserved by the Developer for the Creekside Terrace Homeowners Association, Inc. (Homeowners Association) or Owners of the Lots or Outlots shown on this Plat which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, as required by the Village in the area between the roadway and their Lot or Outlots; and for the construction, installation, repair, replacement, maintenance and use of such private driveways in the area between the roadway and their Lots or Outlots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village of Pleasant Prairie and its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any Lot, or Outlot, or of any Homeowners Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public street and related improvements, including, without limitation, pavement, curbs and gutters, sidewalks, as required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, referred to herein, in accordance with the terms and conditions of the Development Agreement on file with the Village Clerk.

4.3 **Dedicated Utility Easements.** Easements coextensive with the areas shown as 12-foot Dedicated Utility Easement areas on this Plat are hereby dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies f/k/a Wisconsin Electric Power Company, SBC f/k/a Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots or Outlots (or portions thereof) shown on this Plat and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

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

4.4 **Dedicated Storm Water Drainage, Access and Maintenance Easements.** Nonexclusive easements coextensive with the areas shown as either a Dedicated 10' or 20' Storm Water Drainage, Access and Maintenance Easement on this Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public and private drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owners of the Lots or Outlots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easement as may be approved by the Village and subject to any conditions that the Village may impose. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot, Outlot Owners or other entities with respect to the Dedicated Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

The Developer shall be responsible for all costs associated with the construction and maintenance of public and private storm water management and drainageway improvements contained within these nonexclusive easements until such time as the referenced Lots or Outlots are transferred in ownership and such maintenance responsibility is then transferred to the new Lot or Outlot Owners.

4.5 **Outlot 3 and 4.** The fee interest in the area shown as Outlot 3, Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Area on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Homeowners Association, its successors and assigns and its successors-in-title for the storm water management purposes, storm water retention purposes, public and private drainageways, storm water retention basin, aerator/electrical maintenance, and for all related construction, installation, repair, alteration, replacement, landscaping, signage, maintenance, wetland preservation and protection, access and maintenance, ingress and egress. Outlot 3 shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Homeowners Association, collectively the Owners of Lots 1 through 41 shown on this Plat as it will not interfere with the improvements, uses and purposes of the Village. In the event of any conflict between the easement rights of the Developer or the easement rights of the Village pursuant to this Outlot 3 and the rights of either the Homeowners Association or the Lot Owners or other ownership entities with respect to Outlot 3, the Village's rights under the easements granted to it shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to any easement on Outlot 3, the Village shall have no obligation to do anything pursuant to its rights under the easements. The Developer shall be responsible for all costs associated with the installation and maintenance of the storm water drainage, retention basin, open space areas, landscape areas and wetland preservation or restoration areas contained within Outlot 3 until and unless it is transferred in ownership and such maintenance responsibility is then transferred to the new Outlot 3 Owner(s).

4.6 **Temporary Easements Coextensive with Dedicated Public Streets.** Temporary easements coextensive with the areas shown as Dedicated Public Streets on this Plat are hereby dedicated, given, granted and conveyed by the Village to the Developer for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the roadway terrace area by the Owners of Lots 1 through 41 and Owners of Outlots 1 through 5 as shown on this Plat or other Village approved future roadway, street, driveway or other such use, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

4.7 **Dedicated Sanitary Sewer, Access, and Maintenance Easements.** Easements coextensive with the areas shown as Dedicated 30' Sanitary Sewer, Access, and Maintenance Easements on this Plat on 2/29/19 are hereby dedicated, given, granted, and conveyed by the Developer to the Village for public sanitary sewer system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. The public sanitary sewer easements shall be exclusive, except for: (1) the Developer's temporary easements for the construction, installation, repair, alteration, replacement, and maintenance activities for the public sanitary sewer system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this Plat with respect to the same area or any portion thereof; and (3) such planting, care, and maintenance of the easement areas by the Owners of Lots 1 through 41, as which the easements are located as will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to this public sanitary sewer easement and the rights or other persons or entities with respect to the public sanitary sewer easement areas, the Village's rights under these easements shall be deemed superior.

4.8 **Vision Triangle Easements.** Nonexclusive easements coextensive with the areas shown as a Dedicated Vision Triangle Easement (V1-L or V1-R) on this Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of preserving and maintaining a clear field of vision, from a standpoint of motorists, over and across such areas. The rights of the Village, pursuant to these easements shall take precedence over the rights of any other persons, associations or entities in these vision triangle easement areas.

4.9 **Storm Water Drainage, Access and Maintenance Easements.** The Developer hereby covenants that the Owners of Lots 1 through 41, and the Owners of Outlots 1 through 5 shown on this Plat shall have the obligation of maintaining the Storm Water Drainage, Access and Maintenance Easement areas on their respective Lots and the Stormwater Drainage, Retention Basin, Access and Maintenance Easement areas located within Outlot 3 shown on this Plat in a functional, neat and nuisance-free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easement areas which blocks, diverts or reduces the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The Developer shall be relieved of these maintenance obligations pertaining to storm water drainage maintenance activities upon the transfer of said Lots and the Outlot to the respective Owners who then shall perform such maintenance without compensation to the satisfaction of the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as Owners of any such Lots or Outlots, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Owners of the referenced Lots and Outlots, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications and easement provisions on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4.10 **Sanitary Sewer, Access and Maintenance Easements.** The Developer covenants that the Dedicated 30' Sanitary Sewer, Access and Maintenance Easements shown on this Plat or 2/29/19 on this Plat hereby place restrictions on the Village because of the location of the public sanitary sewer main easement which was given, granted and conveyed by the Developer to the Village for public sanitary sewer purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the Development as referenced in the Dedication and Easement language on this Plat. The Developer further covenants that there shall be no buildings, fences, parking areas, driveways or structures of any kind placed within the easement areas, unless expressly approved in writing by the Village. Furthermore, if the Village allows for the placement of fencing, parking areas, driveways or landscaping within the sewer and water easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said sanitary sewer main, and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said fencing, parking areas, driveways or landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of these Lots and shall benefit and be enforceable by the Village.

4.11 **Public Street Landscaping Maintenance.** The Developer hereby covenants that the Owners of Lots 1 through 41 and Outlots 1 through 5, respectively shall have the obligation of maintaining and replacing the street trees located within Creekside Circle, 62nd Avenue and 89th Street right of ways and the landscape plantings and grassy areas within Outlots 1 through 5 as shown on this Plat. Such maintenance shall include without limitation and as needed staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as Owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the street tree and planting maintenance activities upon the Village's inspection and acceptance of the street trees plantings, the expiration of the one-year Developer warranty and the transfer of said properties to the Lot Owners who then shall perform such street tree maintenance to the satisfaction of the Village. The Lot Owners shall continue to perform such maintenance and street trees and planting replacement as may be needed without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping related maintenance activities, the Owners of the Lots 1 through 41 and Outlots 1 through 5 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easements Provisions on this Plat, the Village shall have no obligation to do any maintenance activities.

4.12 **Landscaping Easement Maintenance.** The Developer hereby covenants that the Owners of Lots 1 through 41 shall have the obligation of maintaining and replacing the trees and plantings on Lots 1 through 41 located within the Dedicated 35' Landscaping, Access and Maintenance Easement Areas shown within Lots 1 through 41 as shown on this Plat. Such maintenance shall include without limitation and as needed, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the easement areas, which might damage the trees or plantings or might interfere with the Village's rights to maintain the public street improvements. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the Lots in their capacity as Owners of any such Lots and shall benefit and be enforceable by the Homeowners Association or the Village. The Developer shall be relieved of these maintenance obligations, pertaining to the landscaping obligations, landscape planting and grassy area maintenance and related activities upon the Village's inspection and acceptance of the trees and landscape plantings, the expiration of the one-year Developer warranty and the transfer of said properties to the Lot Owners or the Homeowners Association who then shall perform such tree maintenance and landscape maintenance to the satisfaction of the Village. The Homeowners Association, collectively the Lot Owners, shall perform such landscape maintenance and street trees and planting replacement as may be needed without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping related maintenance activities, the Homeowners Association or collectively the Lot Owners, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners or Homeowners Association as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedications and Easements language on the Plat, the Village shall have no obligation to do any maintenance activities.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

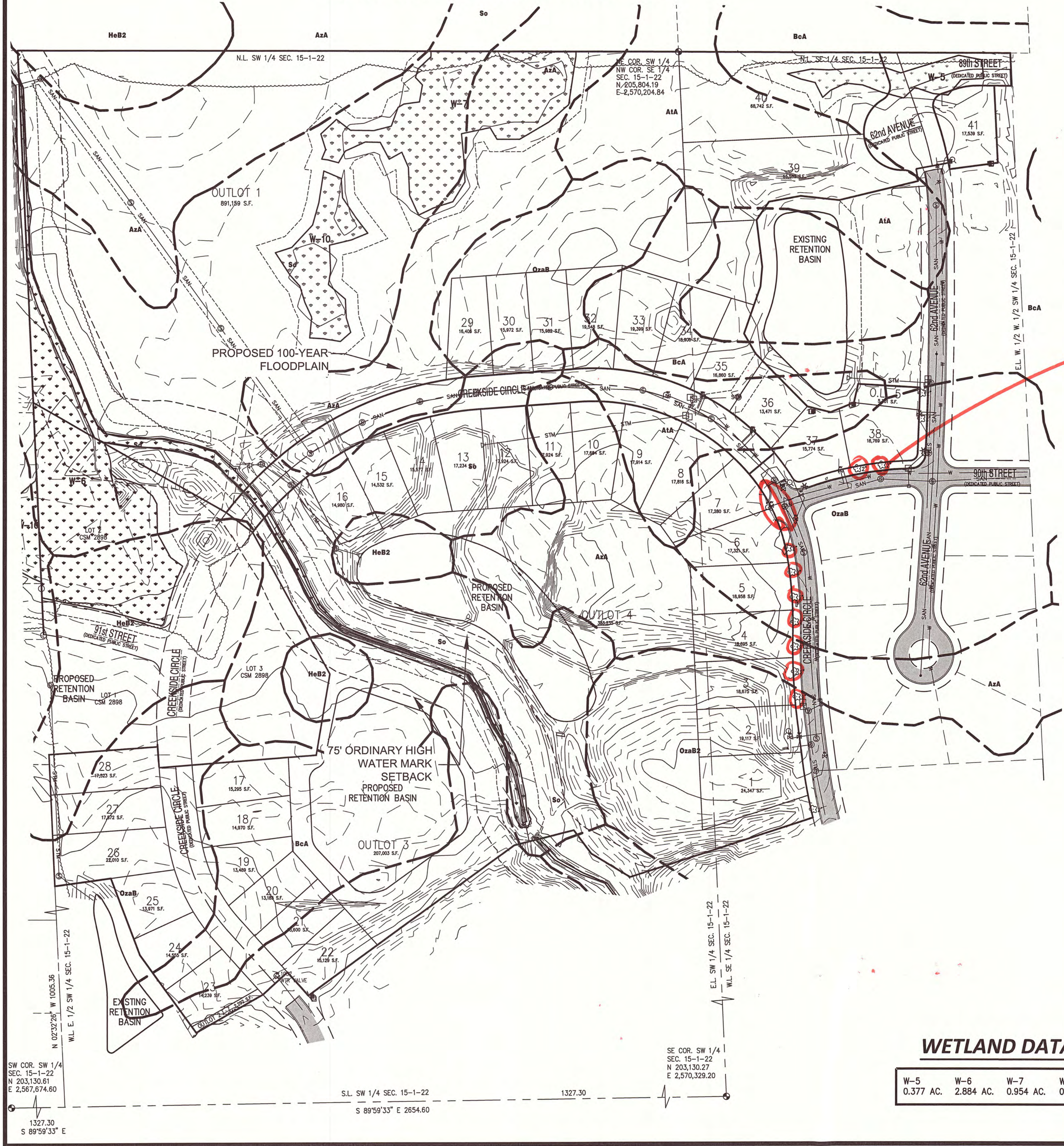


SHEET 4 OF 5 SHEETS

11-25-2019  
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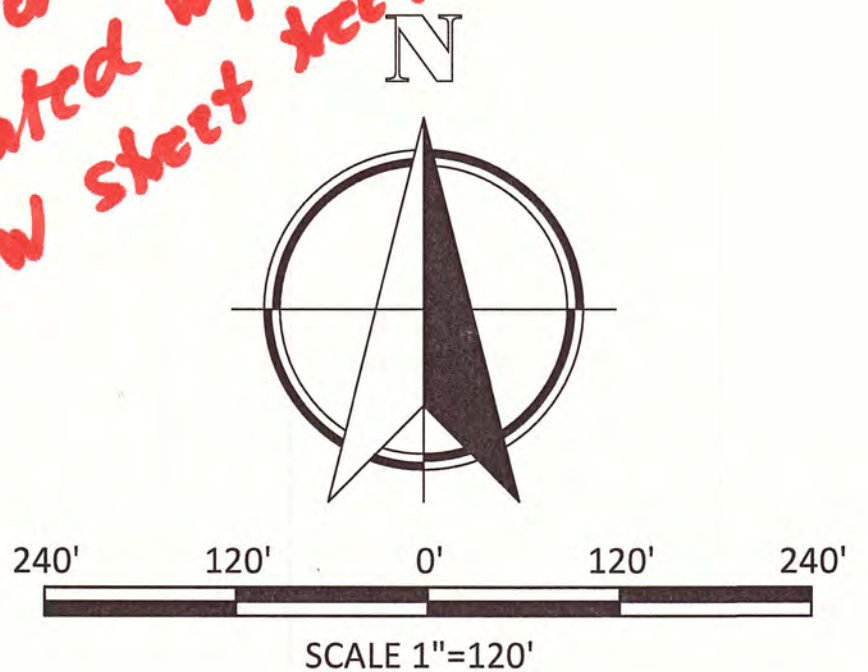
EXISTING CONDITIONS



PRELIMINARY PLAT  
CREEKSIDE TERRACE

A RE-DIVISION OF PART OF OUTLOTS 7, 8 AND 9 OF CREEKSIDE CROSSING ADDITION NO. 1 (A SUBDIVISION PLAT OF RECORD), LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN

*wee these planted? if ya  
Trees to be  
protected w/  
relocated w/  
new street tree plantings?*



UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

**DIGGERS HOTLINE**  
Call 811 or (800) 242-8511  
www.DiggersHotline.com

LEGEND:

- |                      |                   |                         |                       |
|----------------------|-------------------|-------------------------|-----------------------|
| ⊙ STORM MANHOLE      | ⊙ HYDRANT         | —X— FENCE               | ⊙ SIGN                |
| □ CATCH BASIN        | ⊙ WATER VALVE     | ■ PAD MOUNT TRANSFORMER | ⊙ WELL                |
| —STM— STORM SEWER    | —W— WATER MAIN    | ○ FOUND IRON PIPE       | ⊙ WETLANDS            |
| ⊙ SANITARY MANHOLE   | ⊙ CONIFEROUS TREE | ● SET IRON PIPE         | ⊙ SOIL CLASSIFICATION |
| —SAN— SANITARY SEWER | ⊙ POWER POLE      | ⊙ TELEPHONE BOX         |                       |
| ⊙ LIGHT POLE         | —G— GAS MAIN      | ⊙ DECIDUOUS TREE        |                       |

HYDRIC SOILS

- Ashkum Silty Clay Loam (ATA)
- Aztalan Loam (Aza)
- Beecher Silt Loam (BcA)
- Blount Silt Loam (BIA)
- Matherton Loam (MIA)
- Ozaukee Silt Loam (OzaB & OzaB2)
- Sebewa Silt Loam (So)

WETLAND DATA

W-5	W-6	W-7	W-10
0.377 AC.	2.884 AC.	0.954 AC.	0.164 AC.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

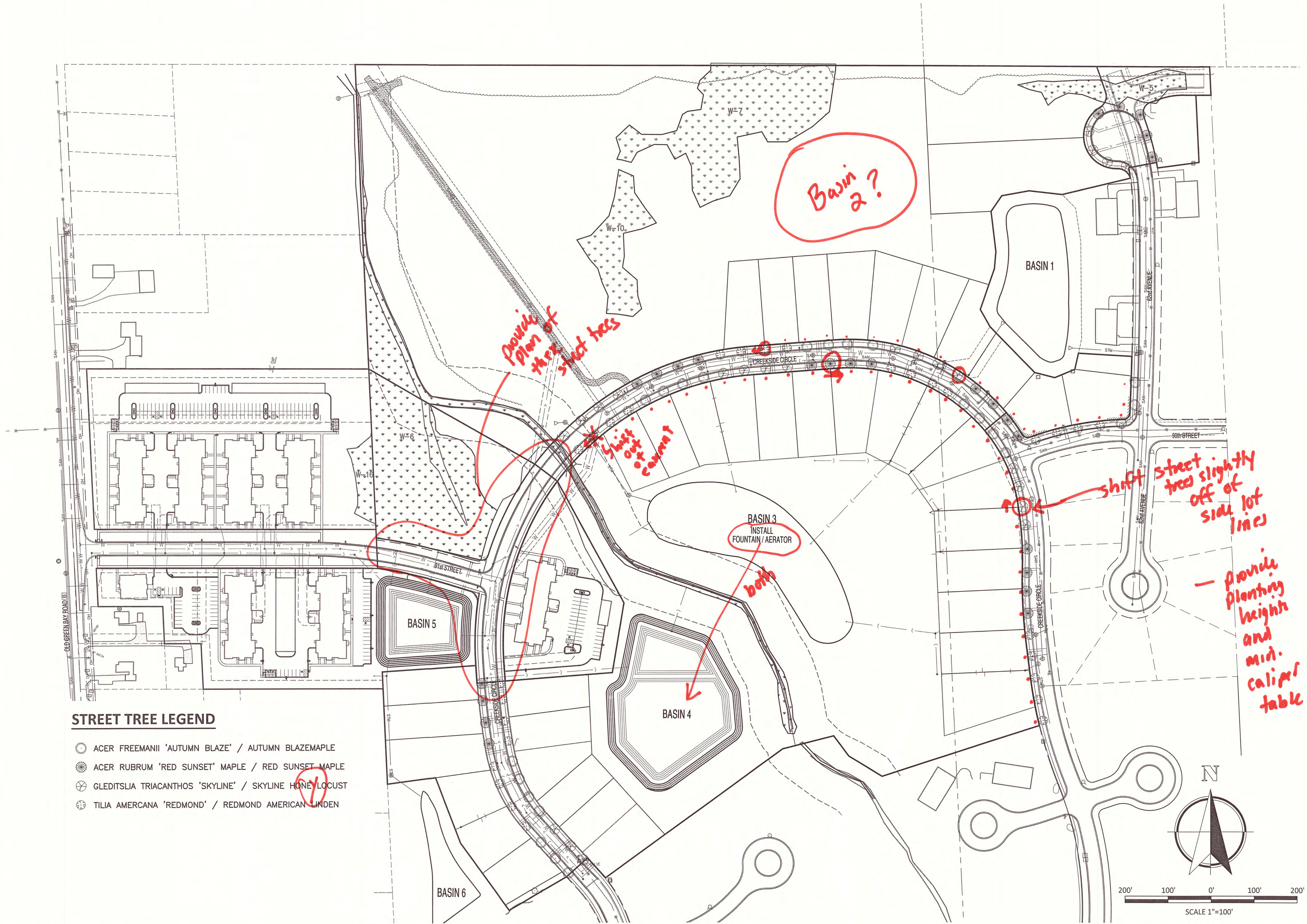
Certified \_\_\_\_\_, 20\_\_



Department of Administration

SHEET 5 OF 5 SHEETS







1/9/2020  
reviewed JWH

Creekside Terrace Subdivision  
Declaration of Restrictions, Covenants and  
Easements

Document Number

Document Title

Return to:

John E. Hotvedt  
Hotvedt & Terry, LLC  
4015 – 80<sup>th</sup> Street, Suite H  
Kenosha, WI 53142

92-4-122-153-0727

92-4-122-153-0728

92-4-122-153-0729

Parcel Identification Number

## CREEKSIDE TERRACE

### Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by CREEKSIDE PP, LLC, a Wisconsin limited liability company ("Developer").

### RECITALS

WHEREAS, the Developer is the owner of the real property located in the Village of Pleasant Prairie (the "Village"), County of Kenosha, State of Wisconsin, known as Creekside Terrace Subdivision; and

WHEREAS, the Developer desires to subject Creekside Terrace Subdivision, described on the attached Exhibit A, including Lots 1-41 and Outlots 1-5 as shown on the final plat, which is made a part hereof and described in Article II of this Declaration (the "Property"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, it is the Developer's intention to initially develop the Property into forty-one (41) single-family lots.

### DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

### ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Developer" shall mean Creekside PP, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to Creekside Terrace Homeowners Association, Inc.

1.3 “Property” shall mean and refer to all existing properties as are subject to this Declaration.

1.4 “Common Areas” shall mean Outlots 1-5.

1.5 “Lot” shall mean and refer to Lots 1-41.

1.6 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term “Owner” shall refer to such person instead of the vendor.

1.7 “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto, and as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term “Existing Property” as used in this Declaration shall refer to all property which is subject to the provisions hereof.

## ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage and retention areas and their related landscaping and lighting elements (all as described below). Nothing contained herein shall constitute a waiver by

^  
public street

^  
public  
street tree  
and private  
outlot



the Developer to subsequently assess the costs of all or a portion thereof, of the above construction, installation and landscaping expenses to the Association.

3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage for not less than two (2) cars. Building height on home located on Lots 39 & 40 can be built to a height of forty (40) feet if the first floor is 2000 square feet or greater and the total square feet is at least 3,500 square feet. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.4 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.12 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

\* Make a statement as to what developer will do/enforce to avoid 4 building monotony.

3.5 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.6 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 1,800 square feet for a one-story dwelling;
- (b) Not less than 2,000 square feet for a one and a half or two-story dwelling with a minimum first floor area of 1,000 square feet;
- (c) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements, provided such variance does not conflict with Village ordinances.

### 3.7 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Village Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable Village ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Upon written petition of an Owner to the ACC and the Village Engineer, the ACC, with the written approval of the Village Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient

reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC.

3.8 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of a verbal occupancy permit from the Village.

3.9 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the final plat for Creekside Terrace Subdivision in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

or  
Outlot

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to



easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

Retention

(d) Dedications, Easements and Covenants for Stormwater Retention Areas and Adjacent Areas. The fee interest in the areas shown on the final plat as Outlots 1-3 have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat forever. In the event the Association and its Members, as the case may be, default in the performance of their obligations required hereunder, the Village may undertake to complete such obligations and charge the total costs of the same plus twenty-five percent (25%) for overhead as a special assessment upon the Subdivision Lots. Such amounts shall accrue interest at the annual rate of twelve percent (12%) per annum until paid in full.

3.10 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village except for lot line adjustments permitted under Village ordinances. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances and the Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval

★ Define more clearly who the Outlots are being dedicated to and the purpose.

Add R  
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4 & 5?

in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.11 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the Village Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.11 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.12 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No external antennae, including satellite dishes (excepting satellite dishes of not greater than 18" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.13 Accessory Structures. Accessory structures may be constructed only with the advance approval of the Architectural Control Committee and then only if compatible with the dwelling and only if aesthetically pleasing. The ACC may approve permanent storage type sheds to be situated on a lot provided that they have a cement slab foundation and are similar in design, character and color to the existing single-family dwelling. No storage shed, gazebo, or other accessory structure may be constructed without ACC approval.

3.14 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.15 Garages; Parking and Concrete Driveway Approaches; and Sidewalks.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than 2 and not more than 3 stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one [1] year from the date of issuance of any occupancy permit). Gravel driveways and parking areas shall not be permitted.

(b) No mountable curb cuts shall be permitted when driveways are installed.

(c) The location of garage door(s), whether front or side entry, shall be eight feet (8') in height. Driveways shall be located a minimum of five feet (5') from the side yard property line and access on corner lots shall be limited as set forth on the Plat.

(d) Garage doors shall not measure greater than forty percent (40%) of the front elevation of the overall dwelling when facing the front street. Garage doors facing the front street shall not project greater than fifteen feet (15') closer to the street beyond the main dwelling or covered porch.

(e) There shall be no outside parking of boats, snowmobiles, busses, trailers or recreational vehicles of any type, vehicles greater than eight feet (8') in height, vehicles with a gross vehicle weight rating in excess of 12,000 pounds, or any vehicle not in regular use or vehicles which are not registered with the Wisconsin Department of Motor Vehicles.

(f) Sidewalks will be installed, and Owners (or the Association as to the affected Outlots) are responsible for the construction, maintenance, repair and replacement of such sidewalks in front of their respective Lot or Outlot. Sidewalks shall be kept clear and free from snow and ice which shall be removed on a daily basis. Each Owner shall use reasonable caution to keep such sidewalks free from the accumulation of ice by the placement of material which will prevent dangerous conditions to pedestrians. Owners shall promptly repair or replace sections of sidewalks which become hazardous as a result of cracking or heaving, all in accordance with Village specifications.

3.16 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

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(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

(c) Metal roofing, as a primary roofing material shall not be permitted.

### 3.17 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. Notwithstanding the foregoing, vinyl, wood and aluminum are prohibited for the use as the primary exterior surface. Such materials shall be permitted only for soffits, windows and doors.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.

3.18 Curb Cuts. Curb cuts for driveways shall be made to Village standards at the expense of the Lot Owner, who shall be fully responsible for compliance with Village standards.

3.19 Fences. Only decorative fences, which are not entirely opaque, such as wrought iron style, picket, or split rail fences, standing no more than six feet (6') in height, shall be permitted. Plans, including size, shape, material and location of such fences must be approved by the ACC prior to installation. Stockade, chain link and privacy fences of any kind are prohibited.

3.20 Swimming Pools. All outdoor swimming pools shall comply with Village ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by proper fencing or screening not exceeding six feet (6') in height. Specifications and location of the pool must be approved by the ACC prior to construction.

3.21 Hot Tubs. Outdoor hot tubs are permitted subject to ACC prior written approval. Above ground hot tubs shall be screened from public view and have exterior panels constructed of natural materials. Inflatable or otherwise temporary hot tubs are prohibited.

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### 3.22 Yard Lights, Mailboxes and Public Street Lighting.

(a) Owners shall install at Owner's expense one (1) outdoor electric yard light and lamp post matching the dwelling's other exterior lighting, with photo cell (to operate dusk to dawn) wired direct to the Owner's electrical panel, indoor light switches are prohibited. The light and post shall be installed at the front Lot line and near the proposed (or completed) driveway, as approved by the ACC. *required*

(b) Owners shall purchase at Lot closing, and the Owner shall thereafter maintain, one (1) mailbox with newspaper box, which shall be installed at the street in clusters and at locations approved by the United States Postal Service. Individual newspaper boxes or other apparatus are prohibited in the parkway.

(c) Public street lighting will be installed at entrances and other locations within the Property as determined by the Village, and WE Energies shall maintain, repair or replace the street lights.

(d) Lot owners, collectively, shall be responsible for the electric energy costs and facilities maintenance charges for the public street lights. *has billed to them through the village.*

## ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

### 4.2 Directors.

(a) Until the first meeting of the Members or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) At such time as the Developer has consummated the sale of Lots aggregating fifty-one percent (51%) of all Lot ownership, one (1) of the Developer's designees on the Board of Directors shall resign and the Developer shall appoint at least one (1) Lot Owner who is not a Developer Member or related to the Developer Members as a member of the Board of Directors who shall serve until the first meeting of the Members. If the Lot Owner

appointed as a director shall resign prior to the first meeting of the Members, a successor Lot Owner shall be appointed by the Developer.

(c) When the Developer no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot sold by the Developer (whichever occurs first), the Developer shall cause the other two directors designated by the Developer to resign and shall select two (2) additional Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors thereafter consisting of three (3) members shall be elected by the Members at each annual meeting of Members. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

## ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to Outlots. Title to Outlots 1-5 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas.

5.3 Taxation. Outlots 1- 5 shall not be separately assessed for property tax purposes. The assessed value of those Outlots shall be equally divided among and assessed to Lots 1-41.

5.4 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.5 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged areas; the Association or the Village shall repair said damaged area in a good workmanlike manner



in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.6 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, retentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Creekside Terrace as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Village, the Village, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.7 Disclaimer. The Developer shall convey the above mentioned Outlots to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

## ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one-quarter (25%) of the total assessments due, provided for in this Article VI of the Declaration, for every Lot owned

by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

## 6.2 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including

fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

#### 6.4 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair, or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.



6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

## ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Village, an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or an Owner, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;



(c) Action for money damages as set forth in this Declaration; and

(d) Performance of these covenants by the Developer, and/or the Association, and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, an Owner, and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the Village shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth in this document on the Final Plat.

## ARTICLE VIII GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by Owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be



determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CREEKSIDE PP, LLC

Verify property  
owner name

By:

Stephen C. Mills, Member



By: \_\_\_\_\_  
S. R. Mills, Member

By: \_\_\_\_\_  
Raymond C. Leffler, Member

State of Wisconsin            )  
  ) ss.  
Kenosha County                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named Stephen C. Mills, S. R. Mills and Raymond C. Leffler, to me known to be such persons and members who executed the foregoing instrument and acknowledge that they executed the same as the authorized members on behalf of the Developer, by its authority.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_

This instrument drafted by  
John E. Hotvedt  
Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

00257833.docx



EXHIBIT A





## PRELIMINARY PLAT AND PRELIMINARY CONDOMINIUM PLAT APPLICATION

Development Name: Creekside Terrace

General Location of Development: Vacant lands abutting Creekside Circle and 62nd Avenue

Tax Parcel Number(s): 92-4-122-153-0727, 92-4-122-153-0729 & 92-4-122-153-0728

Number of Lots: 41 SF Lots

Number of Outlots: 3

Size of Development: 58.56 acres.

Proposed Zoning District(s): R4.5, C1, PR-1 & FPO

**Select All that Apply:**

- ☐ The Development abuts or adjoins State Trunk Highway \_\_\_\_\_
- ☐ The Development abuts or adjoins County Trunk Highway \_\_\_\_\_
- ☐ The Development abuts the Kenosha County Bike Trail

Number of Copies Submitted: 16 (See below for required number)

Plat Copies required	# of Copies	To be Sent by the Village to:
All Plat	3	Village Staff
All Plats	3	Kenosha County Planning and Development
If abuts CTH	2	Kenosha County Division of Highways
If abuts STH	3	Wisconsin Department of Transportation
All Plats	1	Wisconsin Department of Natural Resources
All Plats	1	U.S. Army Corp of Engineers
All Plats	1	Southeastern WI Regional Planning Commission
All Plats	1	WE Energies—Gas Operations
All Plats	1	WE Energies—Electric Operations
All Plats	2	AT & T
All Plats	2	Kenosha Unified School District
All Plats	1	Time Warner Cable

\* Applicant is responsible for sending the Plat and required application and review fee to the State.

In addition the following shall be submitted:

- ☐ 1 PDF copy of the Preliminary Plat
- ☐ Preliminary Plat application fee
- ☐ 3 sets of Preliminary Engineering Plans, Profiles and Specifications and a PDF copy
- ☐ 3 sets of Landscape Plans and a PDF copy
- ☐ Draft of Declarations of Covenant, Restrictions and Easements and a PDF copy
- ☐ Articles of Incorporation for the Neighborhood Association and a PDF copy
- ☐ Draft of By-Laws and a PDF copy
- ☐ WE Energies Application for Natural Gas/Electric for New Development for the Village to forward to We Energies with a PDF of the Engineering Plans
- ☐ PDF color rendering of the Preliminary Plat, Landscape Plans and any other renderings to explain the project
- ☐ Any other information as specified by the Village

Upon receipt of a complete application, the Village will schedule the required Public Hearing. The Village will notify adjacent property owners, within 300 feet of the property, of the public hearing,




publish an official notice at least 10 days prior to the hearing in the Kenosha News and post the notice in three public places within the Village. The Village Plan Commission will hold a public hearing and make a recommendation to the Village Board who will make a final determination of the proposal. **The applicant shall appear at the Village Plan Commission meeting for the Public Hearing and shall appear for final action on the application at the Village Board Meeting.**

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

I (We), have submitted a draft Preliminary Plat for an initial review by the Village Community Development Director prior to submitting this application.

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

**PROPERTY OWNER:**

Print Name: Greekside PP, LLC (S.R. Mills)  
Signature:   
Address: 4011 80th Street  
Kenosha WI WI  
(City) (State) (Zip)  
Phone: (262) 842-0556  
Fax: \_\_\_\_\_  
Email: dan@beardevelopment.com  
Date: 10/16/2019

**APPLICANT/AGENT:**

Print Name: Bear Development, LLC (Daniel Szczap)  
Signature:   
Address: 4011 80th Street  
Kenosha WI 53142  
(City) (State) (Zip)  
Phone: (262) 842-0556  
Fax: \_\_\_\_\_  
Email: dan@beardevelopment.com  
Date: 10/16/2019

**DEVELOPER:**

Print Name: Bear Development, LLC (S.R. Mills)  
Signature:   
Address: 4011 80th Street  
Kenosha WI 53142  
(City) (State) (Zip)  
Phone: (262) 842-0556  
Fax: \_\_\_\_\_  
Email: dan@beardevelopment.com  
Date: 10/16/2019

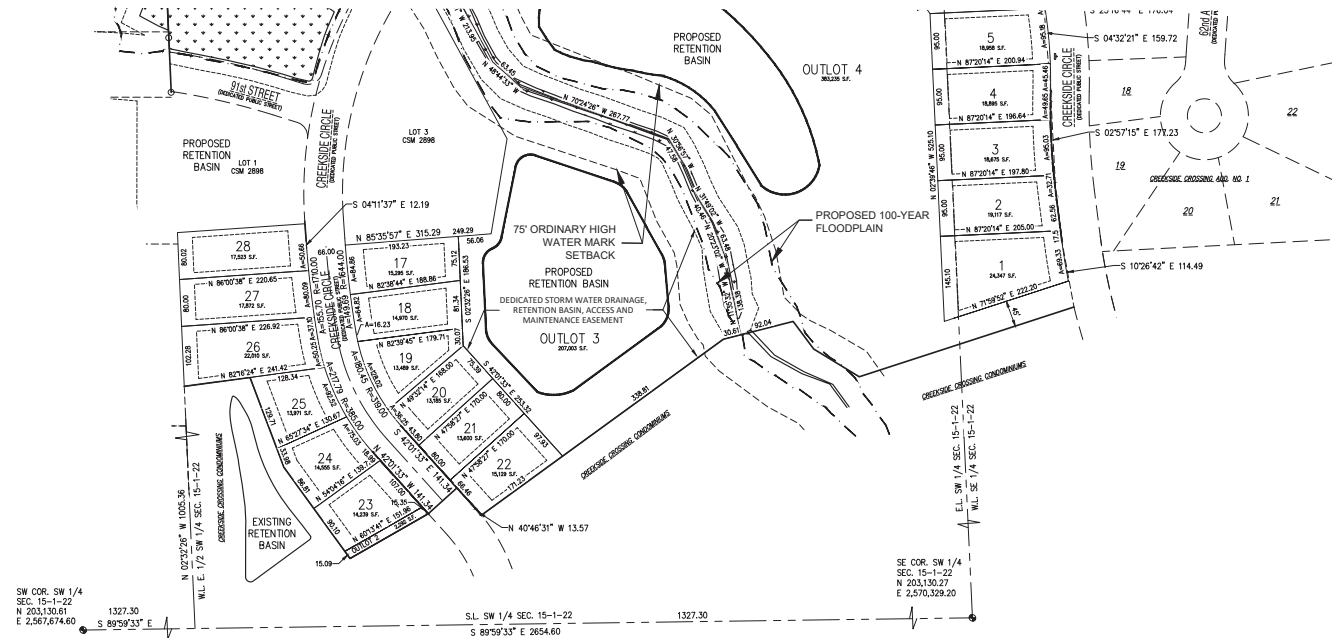
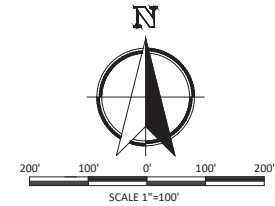






# PRELIMINARY PLAT CREEKSIDE TERRACE

A RE-DIVISION OF PART OF OUTLOTS 7, 8 AND 9 OF CREEKSIDE CROSSING ADDITION NO. 1 (A SUBDIVISION PLAT OF RECORD),  
LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 AND  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL  
MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN



There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

SHEET 2 OF 5 SHEETS

11-25-2019  
NMB JOB 2014.0030.07



Creekside Terrace Subdivision  
Declaration of Restrictions, Covenants and  
Easements

Document Number

Document Title

Return to:

John E. Hotvedt  
Hotvedt & Terry, LLC  
4015 – 80<sup>th</sup> Street, Suite H  
Kenosha, WI 53142

92-4-122-153-0727

92-4-122-153-0728

92-4-122-153-0729

Parcel Identification Number



## CREEKSIDE TERRACE

### Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (“Declaration”), is made by CREEKSIDE PP, LLC, a Wisconsin limited liability company (“Developer”).

### RECITALS

WHEREAS, the Developer is the owner of the real property located in the Village of Pleasant Prairie (the “Village”), County of Kenosha, State of Wisconsin, known as Creekside Terrace Subdivision; and

WHEREAS, the Developer desires to subject Creekside Terrace Subdivision, described on the attached Exhibit A, including Lots 1-41 and Outlots 1-5 as shown on the final plat, which is made a part hereof and described in Article II of this Declaration (the “Property”), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as “Covenants”) set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, it is the Developer’s intention to initially develop the Property into forty-one (41) single-family lots.

### DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

### ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 “Developer” shall mean Creekside PP, LLC, a Wisconsin limited liability company. The “Developer” may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 “Association” shall mean and refer to Creekside Terrace Homeowners Association, Inc.



1.3 “Property” shall mean and refer to all existing properties as are subject to this Declaration.

1.4 “Common Areas” shall mean Outlots 1-5.

1.5 “Lot” shall mean and refer to Lots 1-41.

1.6 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term “Owner” shall refer to such person instead of the vendor.

1.7 “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto, and as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term “Existing Property” as used in this Declaration shall refer to all property which is subject to the provisions hereof.

## ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage and retention areas and their related landscaping and lighting elements (all as described below). Nothing contained herein shall constitute a waiver by



the Developer to subsequently assess the costs of all or a portion thereof, of the above construction, installation and landscaping expenses to the Association.

3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage for not less than two (2) cars. Building height on home located on Lots 39 & 40 can be built to a height of forty (40) feet if the first floor is 2000 square feet or greater and the total square feet is at least 3,500 square feet. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.4 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.12 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.



3.5 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.6 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 1,800 square feet for a one-story dwelling;
- (b) Not less than 2,000 square feet for a one and a half or two-story dwelling with a minimum first floor area of 1,000 square feet;
- (c) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements, provided such variance does not conflict with Village ordinances.

3.7 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans (“Grading Plans”) on file with the Village Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable Village ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Upon written petition of an Owner to the ACC and the Village Engineer, the ACC, with the written approval of the Village Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner’s Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner’s construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient



reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC.

3.8 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of a verbal occupancy permit from the Village.

3.9 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the final plat for Creekside Terrace Subdivision in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to



easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(d) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee interest in the areas shown on the final plat as Outlots 1-3 have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat forever. In the event the Association and its Members, as the case may be, default in the performance of their obligations required hereunder, the Village may undertake to complete such obligations and charge the total costs of the same plus twenty-five percent (25%) for overhead as a special assessment upon the Subdivision Lots. Such amounts shall accrue interest at the annual rate of twelve percent (12%) per annum until paid in full.

3.10 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village except for lot line adjustments permitted under Village ordinances. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances and the Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval



in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.11 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the Village Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.11 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.12 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No external antennae, including satellite dishes (excepting satellite dishes of not greater than 18" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.13 Accessory Structures. Accessory structures may be constructed only with the advance approval of the Architectural Control Committee and then only if compatible with the dwelling and only if aesthetically pleasing. The ACC may approve permanent storage type sheds to be situated on a lot provided that they have a cement slab foundation and are similar in design, character and color to the existing single-family dwelling. No storage shed, gazebo, or other accessory structure may be constructed without ACC approval.



3.14 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.15 Garages; Parking and Concrete Driveway Approaches; and Sidewalks.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than 2 and not more than 3 stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one [1] year from the date of issuance of any occupancy permit). Gravel driveways and parking areas shall not be permitted.

(b) No mountable curb cuts shall be permitted when driveways are installed.

(c) The location of garage door(s), whether front or side entry, shall be eight feet (8') in height. Driveways shall be located a minimum of five feet (5') from the side yard property line and access on corner lots shall be limited as set forth on the Plat.

(d) Garage doors shall not measure greater than forty percent (40%) of the front elevation of the overall dwelling when facing the front street. Garage doors facing the front street shall not project greater than fifteen feet (15') closer to the street beyond the main dwelling or covered porch.

(e) There shall be no outside parking of boats, snowmobiles, busses, trailers or recreational vehicles of any type, vehicles greater than eight feet (8') in height, vehicles with a gross vehicle weight rating in excess of 12,000 pounds, or any vehicle not in regular use or vehicles which are not registered with the Wisconsin Department of Motor Vehicles.

(f) Sidewalks will be installed, and Owners (or the Association as to the affected Outlots) are responsible for the construction, maintenance, repair and replacement of such sidewalks in front of their respective Lot or Outlot. Sidewalks shall be kept clear and free from snow and ice which shall be removed on a daily basis. Each Owner shall use reasonable caution to keep such sidewalks free from the accumulation of ice by the placement of material which will prevent dangerous conditions to pedestrians. Owners shall promptly repair or replace sections of sidewalks which become hazardous as a result of cracking or heaving, all in accordance with Village specifications.

3.16 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.



(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

(c) Metal roofing, as a primary roofing material shall not be permitted.

### 3.17 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. Notwithstanding the foregoing, vinyl, wood and aluminum are prohibited for the use as the primary exterior surface. Such materials shall be permitted only for soffits, windows and doors.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.

3.18 Curb Cuts. Curb cuts for driveways shall be made to Village standards at the expense of the Lot Owner, who shall be fully responsible for compliance with Village standards.

3.19 Fences. Only decorative fences, which are not entirely opaque, such as wrought iron style, picket, or split rail fences, standing no more than six feet (6') in height, shall be permitted. Plans, including size, shape, material and location of such fences must be approved by the ACC prior to installation. Stockade, chain link and privacy fences of any kind are prohibited.

3.20 Swimming Pools. All outdoor swimming pools shall comply with Village ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by proper fencing or screening not exceeding six feet (6') in height. Specifications and location of the pool must be approved by the ACC prior to construction.

3.21 Hot Tubs. Outdoor hot tubs are permitted subject to ACC prior written approval. Above ground hot tubs shall be screened from public view and have exterior panels constructed of natural materials. Inflatable or otherwise temporary hot tubs are prohibited.



### 3.22 Yard Lights, Mailboxes and Public Street Lighting.

(a) Owners shall install at Owner's expense one (1) outdoor electric yard light and lamp post matching the dwelling's other exterior lighting, with photo cell (to operate dusk to dawn) wired direct to the Owner's electrical panel, indoor light switches are prohibited. The light and post shall be installed at the front Lot line and near the proposed (or completed) driveway, as approved by the ACC.

(b) Owners shall purchase at Lot closing, and the Owner shall thereafter maintain, one (1) mailbox with newspaper box, which shall be installed at the street in clusters and at locations approved by the United States Postal Service. Individual newspaper boxes or other apparatus are prohibited in the parkway.

(c) Public street lighting will be installed at entrances and other locations within the Property as determined by the Village, and WE Energies shall maintain, repair or replace the street lights.

(d) Lot owners, collectively, shall be responsible for the electric energy costs and facilities maintenance charges for the public street lights.

## ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

### 4.2 Directors.

(a) Until the first meeting of the Members or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) At such time as the Developer has consummated the sale of Lots aggregating fifty-one percent (51%) of all Lot ownership, one (1) of the Developer's designees on the Board of Directors shall resign and the Developer shall appoint at least one (1) Lot Owner who is not a Developer Member or related to the Developer Members as a member of the Board of Directors who shall serve until the first meeting of the Members. If the Lot Owner



appointed as a director shall resign prior to the first meeting of the Members, a successor Lot Owner shall be appointed by the Developer.

(c) When the Developer no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot sold by the Developer (whichever occurs first), the Developer shall cause the other two directors designated by the Developer to resign and shall select two (2) additional Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors thereafter consisting of three (3) members shall be elected by the Members at each annual meeting of Members. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

## ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to Outlots. Title to Outlots 1-5 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas.

5.3 Taxation. Outlots 1- 5 shall not be separately assessed for property tax purposes. The assessed value of those Outlots shall be equally divided among and assessed to Lots 1-41.

5.4 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.5 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged areas; the Association or the Village shall repair said damaged area in a good workmanlike manner



in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.6 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, retentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Creekside Terrace as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Village, the Village, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.7 Disclaimer. The Developer shall convey the above mentioned Outlots to the Association “as is” and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

## ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including attorney’s fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one-quarter (25%) of the total assessments due, provided for in this Article VI of the Declaration, for every Lot owned



by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

## 6.2 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including



fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

#### 6.4 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair, or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.



6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

## ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Village, an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or an Owner, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;



(c) Action for money damages as set forth in this Declaration; and

(d) Performance of these covenants by the Developer, and/or the Association, and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, an Owner, and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the Village shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth in this document on the Final Plat.

## ARTICLE VIII GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by Owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be



determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CREEKSIDE PP, LLC

By: \_\_\_\_\_  
Stephen C. Mills, Member



By: \_\_\_\_\_  
S. R. Mills, Member

By: \_\_\_\_\_  
Raymond C. Leffler, Member

State of Wisconsin            )  
  ) ss.  
Kenosha County                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named Stephen C. Mills, S. R. Mills and Raymond C. Leffler, to me known to be such persons and members who executed the foregoing instrument and acknowledge that they executed the same as the authorized members on behalf of the Developer, by its authority.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires \_\_\_\_\_

This instrument drafted by  
John E. Hotvedt  
Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

00257833.docx





KENOSHA

# CONSTRUCTION PLANS for CREEKSIDE TERRACE

SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS

for  
CREEKSIDE PP, LLC  
Pleasant Prairie, Wisconsin

## LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATERMAIN		
ELECTRIC MANHOLE		CONTOURS		
COMMUNICATION MANHOLE		FIRE PROTECTION		
WATER MANHOLE		UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT		
SECTION CORNER		RAILROAD TRACKS		
MAIL BOX		FENCE		
GUARD POST		NO VEHICULAR ACCESS		
STREET SIGN		UNDERGROUND ELECTRIC		
ELECTRIC PEDESTAL		UNDERGROUND GAS MAIN		
ELECTRIC METER		UNDERGROUND COMMUNICATIONS		
PAD MOUNT TRANSFORMER		SILT FENCE		
FOUND IRON PIPE		OVERHEAD ELECTRIC		
SET IRON PIPE		FORCE MAIN		

## ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	IE
LONG CORD OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	CBG	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISHED GRADE	FG	POINT OF VERTICAL INTERSECTION	PVI
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SSW
TOP OF BANK	TOB	STORM SEWER	SSM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM

## PRE-CONSTRUCTION NOTE

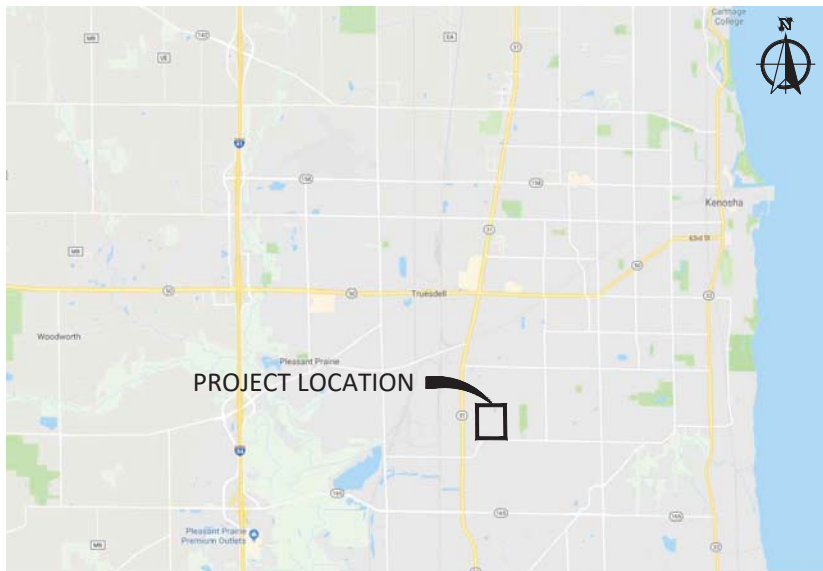
PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S ARCHITECT / REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, VILLAGE BUILDING INSPECTOR, FIRE & RESCUE INSPECTOR, IT/DSS INSPECTOR AND ZONING ADMINISTRATOR) MUST BE HELD AT THE VILLAGE'S OFFICES. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED, SCHEDULED, AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

## UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGERS' HOTLINE" PRIOR TO ANY CONSTRUCTION.

## CONSTRUCTION SPECIFICATION NOTE

EACH CONTRACTOR SHALL HAVE A COPY OF THE VILLAGE APPROVED PLANS, PROJECT MANUAL AND VILLAGE CONSTRUCTION SPECIFICATION ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATION ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.



## SHEET INDEX

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EXISTING CONDITIONS (SOUTH)	3 OF 37
SITE DEMOLITION PLAN	4 OF 37
CONCEPTUAL SITE PLAN (NORTH)	5 OF 37
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MASTER UTILITY PLAN	7 OF 37
SITE GRADING, DRAINAGE & EROSION CONTROL PLAN (SOUTHWEST, SOUTHEAST, NORTHWEST & NORTHEAST)	8 thru 11 OF 37
SANITARY SEWER & WATERMAIN	12 thru 16 OF 37
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ROADWAY & STORM SEWER	18 thru 24 OF 37
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STREET TREE PLAN	L-1

## OWNER

CREEKSIDE PP, LLC  
S.R. MILLS  
4011 80TH STREET  
KENOSHA, WI 53142  
OFFICE: 262-842-0452  
EMAIL: smills@bearddevelopment.com

## GOVERNING AGENCY CONTACTS

PLEASANT PRAIRIE VILLAGE HALL	BUILDING INSPECTION DEPARTMENT
9915 39TH STREET PLEASANT PRAIRIE, WI 53158 OFFICE: (262) 694-1400	SANDRO PEREZ -BUILDING INSPECTION SUPERINTENDENT OFFICE: (262) 694-9304 DIRECT: (262) 925-6722 EMAIL: sperez@pleasantprairiewi.gov
-COMMUNITY DEVELOPMENT DEPARTMENT JEAN WEBBIE-HARRIS -DIRECTOR PLANNING, ZONING ADMINISTRATOR OFFICE: (262) 925-6718 EMAIL: jwebbie-harris@pleasantprairiewi.gov	DONALD KOEHNE -BUILDING INSPECTOR OFFICE: (262) 694-9304 EMAIL: dkoehne@pleasantprairiewi.gov
PEGGY HERRICK -ASSISTANT PLANNER & ZONING ADMINISTRATOR OFFICE: (262) 925-6716 EMAIL: pherrick@pleasantprairiewi.gov	MICHAEL KAPRELIAN -BUILDING INSPECTOR OFFICE: (262) 694-9304 EMAIL: mkaprelian@pleasantprairiewi.gov
AARON KRAMER -DEPUTY PLANNER & ZONING ADMINISTRATOR OFFICE: (262) 925-6711 EMAIL: akramer@pleasantprairiewi.gov	PLEASANT PRAIRIE FIRE & RESCUE DEPARTMENT CRAIG ROEPKE -CHIEF OF FIRE & RESCUE 8044 88th AVENUE OFFICE: (262) 694-8027 EMAIL: croepke@pleasantprairiewi.gov
ENGINEERING DEPARTMENT MATT FINEOUR, P.E. -VILLAGE ENGINEER OFFICE: (262) 925-6778 EMAIL: mlfineour@pleasantprairiewi.gov	AARON LONGORE -ASSISTANT FIRE CHIEF OFFICE: (262) 694-8027 EMAIL: alongore@pleasantprairiewi.gov
KURT DAVIDSEN, P.E. -ASSISTANT VILLAGE ENGINEER OFFICE: (262) 925-6728 EMAIL: kdavidsen@pleasantprairiewi.gov	WI DEPARTMENT OF NATURAL RESOURCES PETER WOOD, P.E. -WATER RESOURCES ENGINEER OFFICE: 262-884-2360 EMAIL: peter.wood@wisconsin.gov
PLEASANT PRAIRIE PUBLIC WORKS DEPARTMENT JOHN STEINBRINK, JR., P.E. -DIRECTOR 8000 GREEN BAY ROAD OFFICE: (262) 925-6768 EMAIL: jsteinbrink@pleasantprairiewi.gov	TRAVIS SCHROEDER -WATER MANAGEMENT SPECIALIST OFFICE: (262) 574-2171 EMAIL: travis.schroeder@wisconsin.gov
STEVE WLAHOVICH -CONSTRUCTION MANAGER OFFICE: (262) 925-6767 EMAIL: swlahovich@pleasantprairiewi.gov	

## PUBLIC UTILITY CONTACTS

WISCONSIN D.O.T.	SPECTRUM
SOUTHEAST REGION OFFICE: (414) 266-1167	ROBERT TUNOTA UTILITY COORDINATOR OFFICE: 414-277-4205 CELL: 414-708-5688 EMAIL: tunotab@dot.state.wi.us
KEVIN KOHNKE, P.E. PERMITS COORDINATOR 141 NW BARTOW ST WALUKESHA, WI 53187 OFFICE: (262) 548-5891	WE-ENERGIES ALLIE MILLER KENOSHA SOUTHWEST OFFICE: 262-552-3227 EMAIL: allie.miller@we-energies.com
AT&T MIKE TOYOK OFFICE: 262-636-0549 EMAIL: mt1734@att.com	NATURAL GAS EMERGENCY: (800) 261-5325 ELECTRICAL EMERGENCY: (800) 662-4797
TDS TELECOM SOUTHEAST WISCONSIN OFFICE: 877-483-7142	



Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Tele: (262)634-5588 Website: www.nmbasc.net

CREEKSIDE TERRACE  
SITE GRADING, DRAINAGE, UTILITY &  
PAVEMENT IMPROVEMENTS  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JLC  
DATE: 11-25-2019  
CHECKED: MDE  
DATE: 11-25-2019

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SHEET

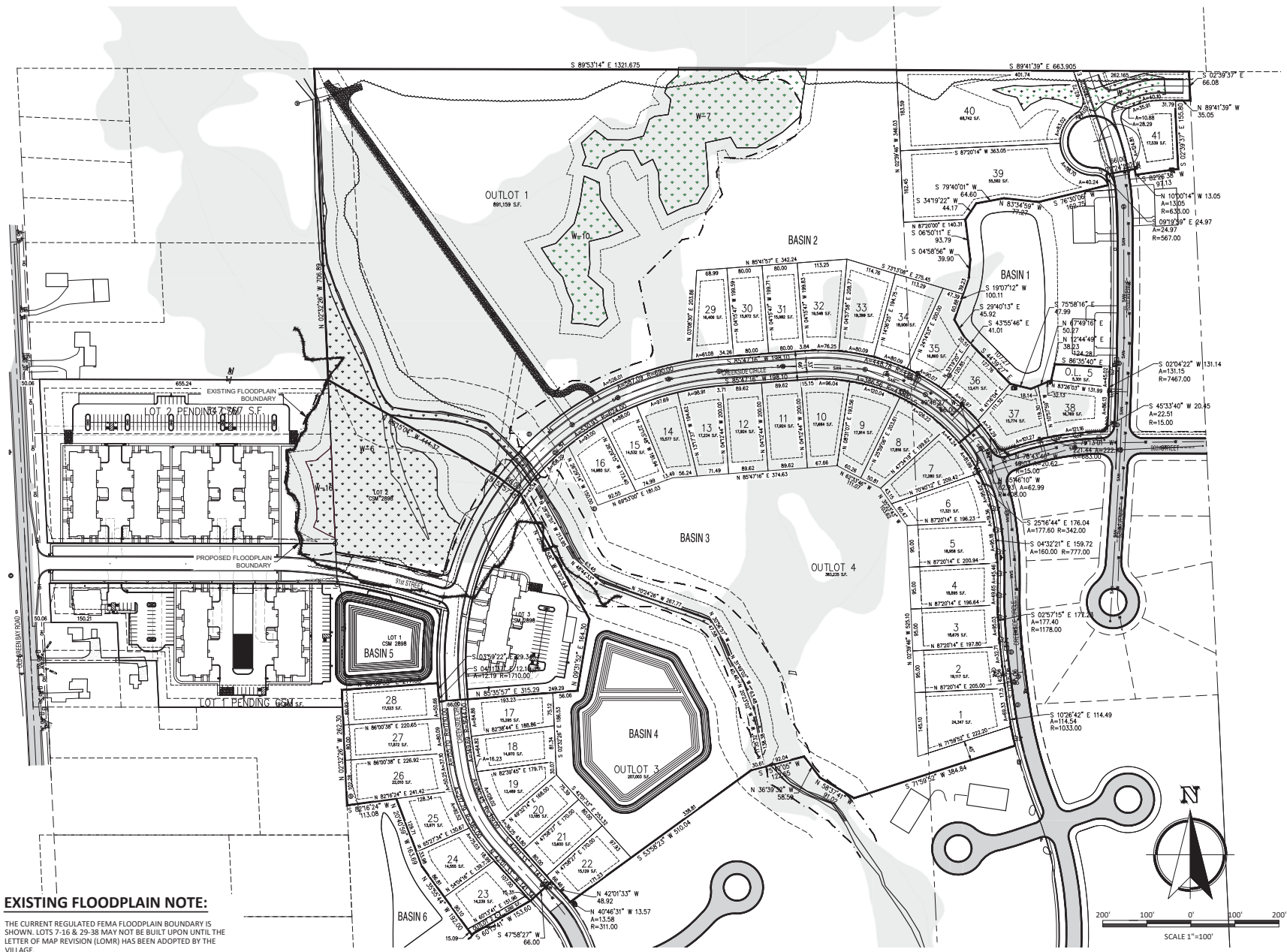
1 OF 37

ISSUE FOR REVIEW - 11-25-2019



**EXISTING FLOODPLAIN NOTE:**

THE CURRENT REGULATED FEMA FLOODPLAIN BOUNDARY IS SHOWN. LOTS 7-16 & 29-38 MAY NOT BE BUILT UPON UNTIL THE LETTER OF MAP REVISION (LOMR) HAS BEEN ADOPTED BY THE VILLAGE.



NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JLC  
DATE: 11-25-2019  
CHECKED: JMS  
DATE: 11-25-2019

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5 OF 37

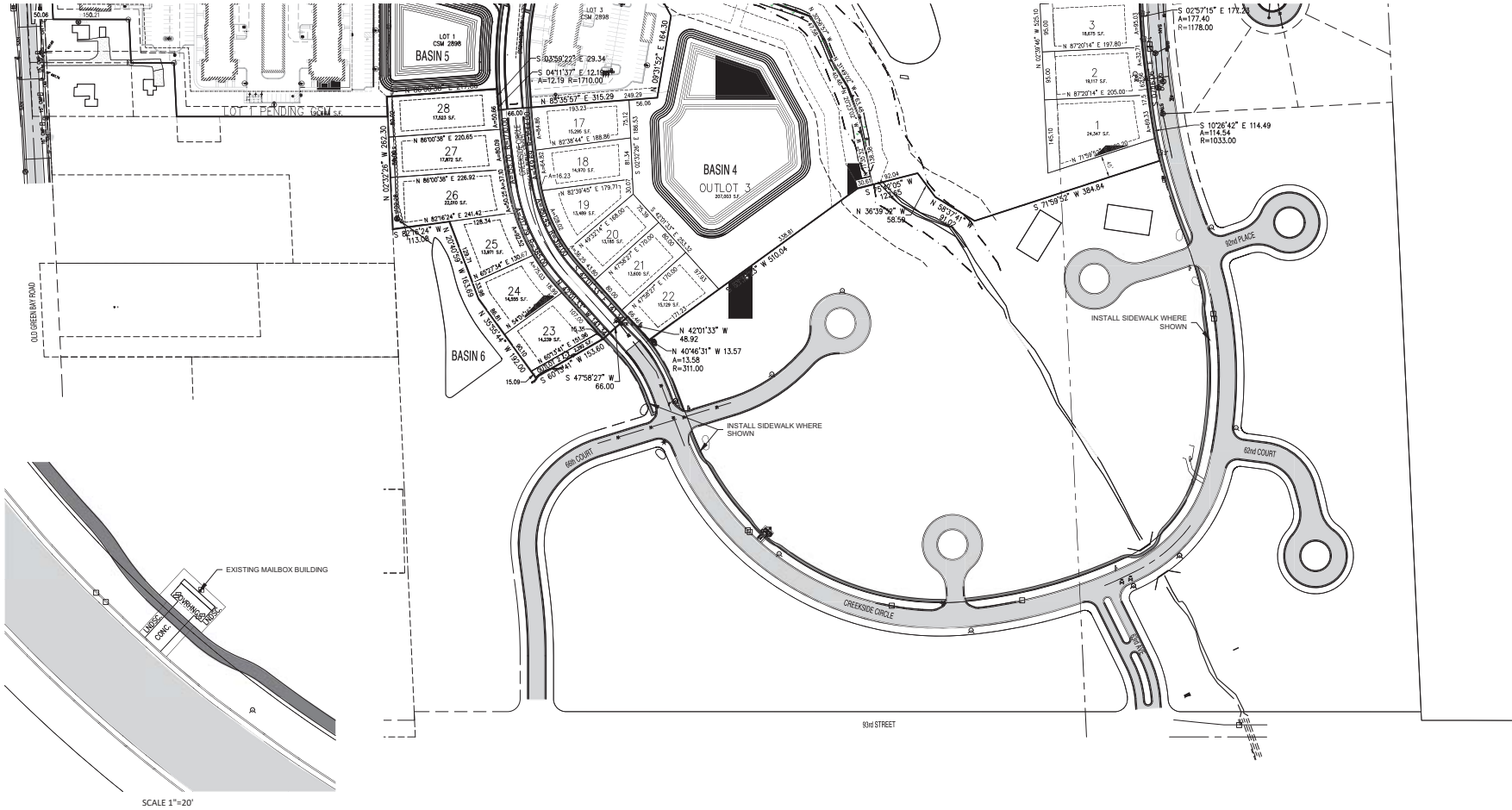
**CREEKSIDE TERRACE  
CONCEPTUAL SITE PLAN (NORTH)**

FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**Nielsen Madsen + Barber**  
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Tele: (262)634-5588 Website: www.nmbasc.net

**CREEKSIDE TERRACE**  
CONCEPTUAL SITE PLAN (SOUTH)  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ: MGR:   MDE    
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DATE:   11-25-2019    
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DATE:   11-25-2019    
**2014.0030.07**  
SHEET  
**6 OF 37**





## EROSION & SEDIMENT CONTROL NOTES

THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL. ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS."

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS, OR PROPOSED ALTERATIONS TO THE CONSTRUCTION SEQUENCING AND/OR EROSION CONTROL PLAN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL PLAN. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN, IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS, ARE ALLOWED IF MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMPs). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMPs) AND VILLAGE OF PLEASANT PRAIRIE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE VILLAGE OF PLEASANT PRAIRIE AND WDMR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 380.21) AND MAINTAINED PER SPS 380.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS, AND IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION, AT THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

- AT LEAST WEEKLY.
- WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD.

THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:

- THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
- A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDMR, DNR, THE VILLAGE OF PLEASANT PRAIRIE, OR THEIR AUTHORIZED AGENTS, DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE OWNER, ENGINEER, OR MUNICIPALITY TO MEET FIELD CONDITIONS AND/OR TO PREVENT SEDIMENT AND UNCONTROLLED RUNOFF FROM LEAVING THE SITE AND AFFECTING ADJACENT PROPERTIES, OR AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, AND SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.

ALL SEDIMENT AND EROSION CONTROL DEVICES, INCLUDING PERIMETER EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING CULVERT PROTECTION SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.

A MINIMUM 20" WIDE X 5' LONG TRACKING PAD (3/4" INCH STONE) SHALL BE INSTALLED AT THE ENTRANCE TO THE SITE (AS SHOWN) TO PREVENT SOIL FROM BEING TRACKED ONTO ADJACENT PAVEMENTS AND PUBLIC ROADS. INSTALLATION AND MAINTENANCE OF THE TRACKING PAD SHALL BE PERFORMED ACCORDING TO WDMR TECHNICAL STANDARD 1057. ALL TRACKED SOIL FROM THE CONSTRUCTION SITE SHALL BE COLLECTED FROM PAVED STREETS AT THE END OF EACH WORKING DAY. PERIODIC STREET SWEEPING SHALL BE CONDUCTED BY THE CONTRACTOR TO KEEP THE PUBLIC AND/OR PRIVATE ROADS FREE OF DUST AND DIRT.

INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDMR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWNSLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

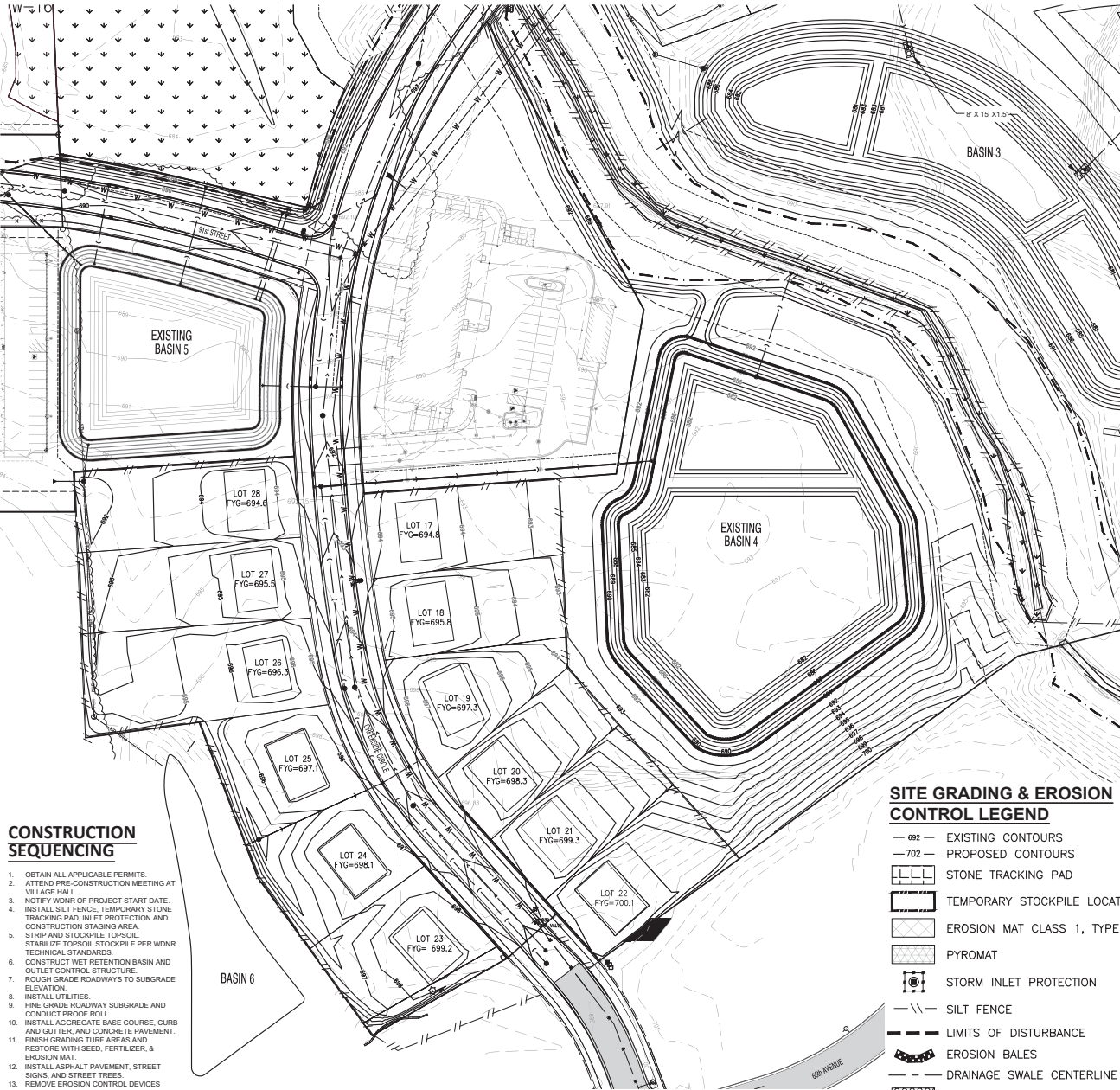
THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS). PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEPED AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF PLEASANT PRAIRIE.

DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDMR TECHNICAL STANDARD 1059 AND VILLAGE OF PLEASANT PRAIRIE ORDINANCES. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES IS REQUIRED. IF DISTURBANCE OCCURS AFTER NOVEMBER 15TH AND BEFORE MAY 15TH, TYPE A SOIL STABILIZER SHALL BE USED.

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDMR TECHNICAL STANDARD 1061. PUMPING CAN BE INSTALLED BETWEEN THE FRAME & GRATE TO PREVENT SEDIMENT FROM ENTERING THE SYSTEM. THE FILTER FABRIC SHALL BE INSPECTED BY THE CONTRACTOR AND REPLACED IF NECESSARY EVERY 15 DAYS AND AFTER EACH RAINFALL.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.



## CONSTRUCTION SEQUENCING

- OBTAIN ALL APPLICABLE PERMITS.
- ATTEND PRE-CONSTRUCTION MEETING AT VILLAGE HALL.
- NOTIFY WORK OF PROJECT START DATE.
- INSTALL SILT FENCE, TEMPORARY STOCKPILE TRACKING PAD, INLET PROTECTION AND CONSTRUCTION STAGING AREA.
- STRIP AND STOCKPILE TOPSOIL. STABILIZE TOPSOIL STOCKPILE PER WDMR TECHNICAL STANDARDS.
- CONSTRUCT WET RETENTION BASIN AND OUTLET CONTROL STRUCTURE.
- ROUGH GRADE ROADWAYS TO SUBGRADE ELEVATION.
- INSTALL UTILITIES.
- FINE GRADE ROADWAY SUBGRADE AND CONDUCT PROOF ROLL.
- INSTALL AGGREGATE BASE COURSE, CURB AND GUTTER, AND CONCRETE PAVEMENT.
- FINISH GRADING TURF AREAS AND RESTORE WITH SEED, FERTILIZER, & EROSION MAT.
- INSTALL ASPHALT PAVEMENT, STREET SIGNS, AND STREET TREES.
- REMOVE EROSION CONTROL DEVICES UPON VILLAGE APPROVAL.

## SITE GRADING & EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- STONE TRACKING PAD
- TEMPORARY STOCKPILE LOCATION
- EROSION MAT CLASS 1, TYPE B
- PYROMAT
- STORM INLET PROTECTION
- SILT FENCE
- LIMITS OF DISTURBANCE
- EROSION BALES
- DRAINAGE SWALE CENTERLINE
- MEDIUM RIPRAP



**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Tele: (262)634-5588 Website: www.nimbsc.net

**CREEKSIDE TERRACE**  
SITE GRADING, DRAINAGE & EROSION  
CONTROL PLAN (SW)  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

REVISION	BY	DATE

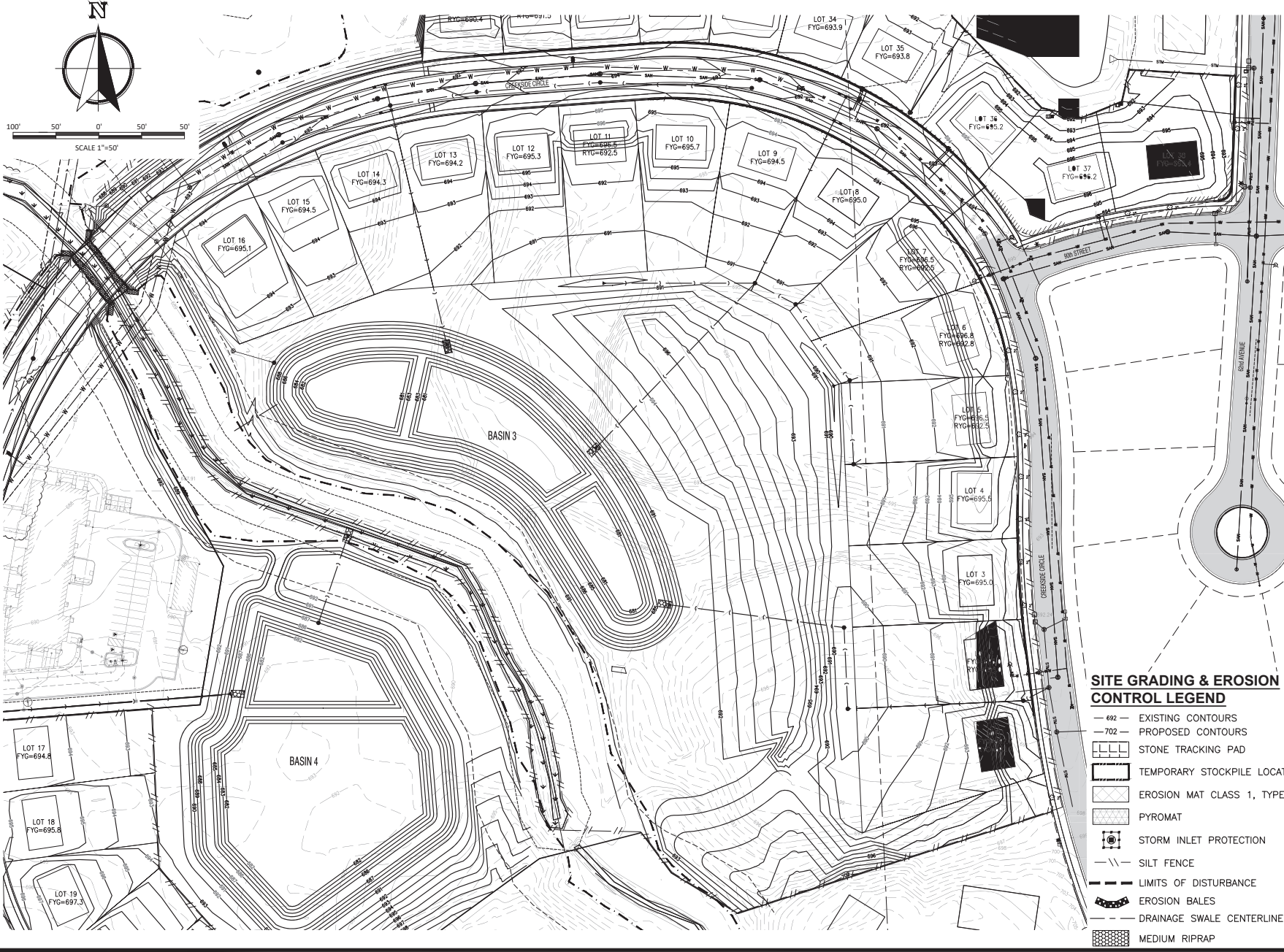
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DRAFTED: JLC  
DATE: 11-25-2019  
CHECKED: JMS  
DATE: 11-25-2019

2014.0030.07

SHEET  
8 OF 37

ISSUE FOR REVIEW - 11-25-2019





#### SITE GRADING & EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- [STONE TRACKING PAD] STONE TRACKING PAD
- [TEMPORARY STOCKPILE LOCATION] TEMPORARY STOCKPILE LOCATION
- [EROSION MAT CLASS 1, TYPE B] EROSION MAT CLASS 1, TYPE B
- [PYROMAT] PYROMAT
- [STORM INLET PROTECTION] STORM INLET PROTECTION
- [SILT FENCE] SILT FENCE
- [LIMITS OF DISTURBANCE] LIMITS OF DISTURBANCE
- [EROSION BALES] EROSION BALES
- [DRAINAGE SWALE CENTERLINE] DRAINAGE SWALE CENTERLINE
- [MEDIUM RIPRAP] MEDIUM RIPRAP

**CREEKSIDE TERRACE**  
SITE GRADING, DRAINAGE & EROSION  
CONTROL PLAN (SE)  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

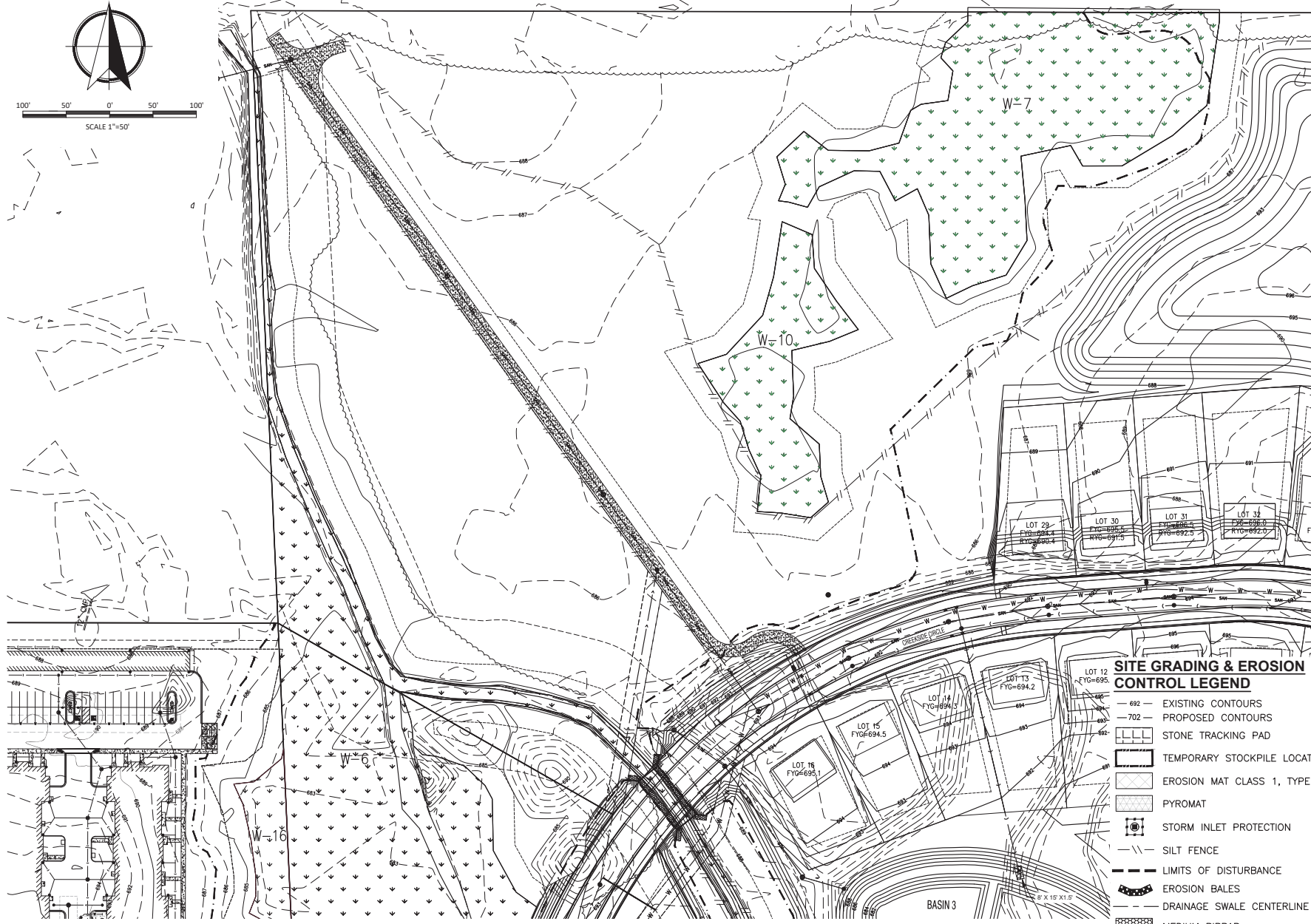
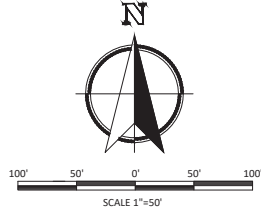
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DATE: 11-25-2019  
CHECKED: JLC  
DATE: 11-25-2019

2014.0030.07

SHEET  
9 OF 37

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1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Tele: (262)634-5588 Website: www.nmbc.net





### SITE GRADING & EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- [Pattern] STONE TRACKING PAD
- [Pattern] TEMPORARY STOCKPILE LOCATION
- [Pattern] EROSION MAT CLASS 1, TYPE B
- [Pattern] PYROMAT
- [Symbol] STORM INLET PROTECTION
- SILT FENCE
- LIMITS OF DISTURBANCE
- [Pattern] EROSION BALES
- DRAINAGE SWALE CENTERLINE
- [Pattern] MEDIUM RIPRAP

NO.	REVISION	BY	DATE

PROJ. MGR:	MDE
DRAFTED:	JLC
DATE:	11-25-2019
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DATE:	11-25-2019
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SHEET	
10	OF 37

## CREEKSIDE TERRACE

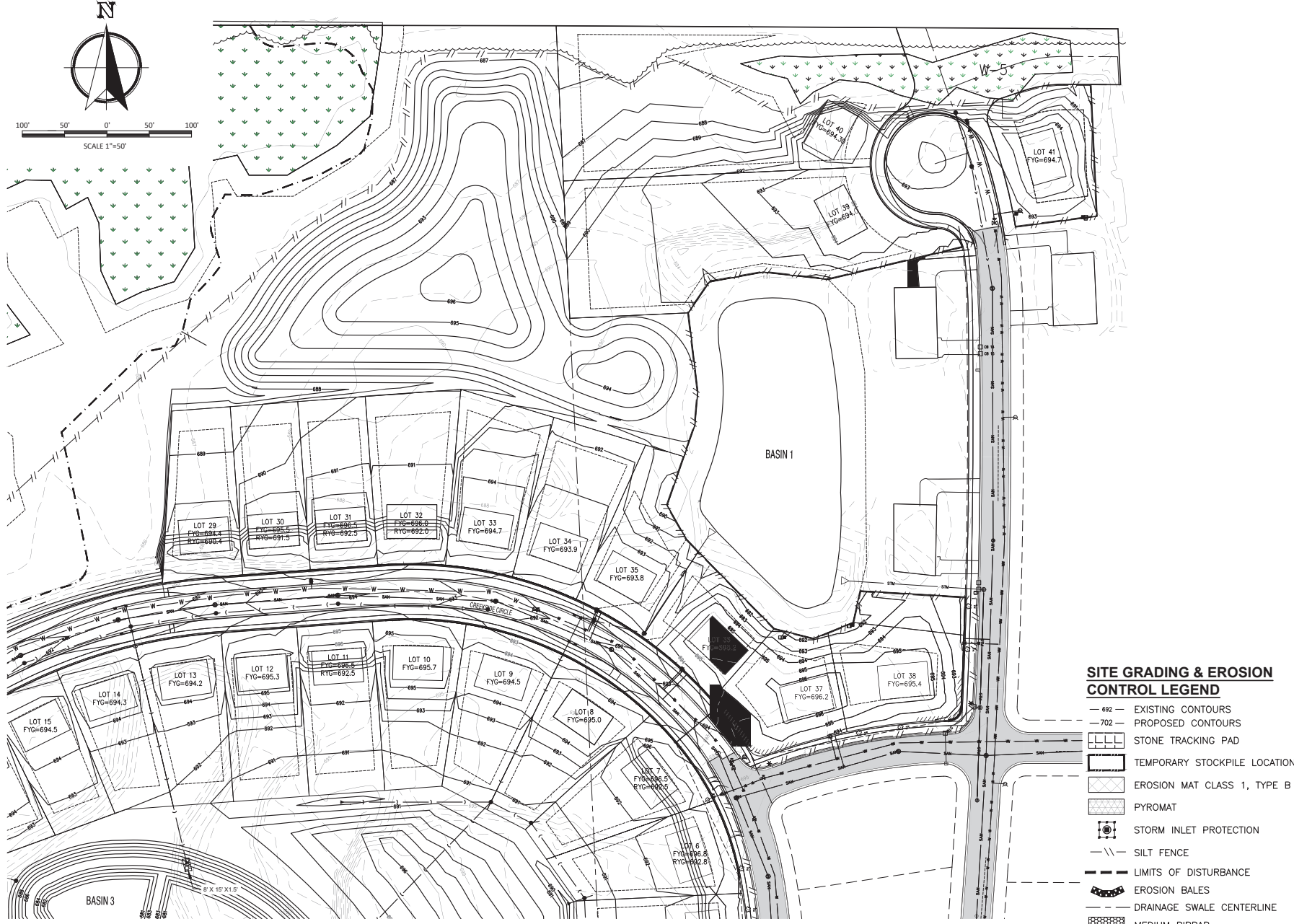
### SITE GRADING, DRAINAGE & EROSION CONTROL PLAN (NW)

FOR  
CREEKSIDE PP, LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**mb**  
**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Tele: (262)634-5588 Website: www.nmbc.net





### SITE GRADING & EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- [STONE TRACKING PAD] STONE TRACKING PAD
- [TEMPORARY STOCKPILE LOCATION] TEMPORARY STOCKPILE LOCATION
- [EROSION MAT CLASS 1, TYPE B] EROSION MAT CLASS 1, TYPE B
- [PYROMAT] PYROMAT
- [STORM INLET PROTECTION] STORM INLET PROTECTION
- [SILT FENCE] SILT FENCE
- [LIMITS OF DISTURBANCE] LIMITS OF DISTURBANCE
- [EROSION BALES] EROSION BALES
- [DRAINAGE SWALE CENTERLINE] DRAINAGE SWALE CENTERLINE
- [MEDIUM RIPRAP] MEDIUM RIPRAP

**CREEKSIDE TERRACE**  
SITE GRADING, DRAINAGE & EROSION  
CONTROL PLAN (NE)  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**11 OF 37**

PROJ. MGR: MDE  
DRAFTED: JLC  
DATE: 11-25-2019  
CHECKED: JLC  
DATE: 11-25-2019

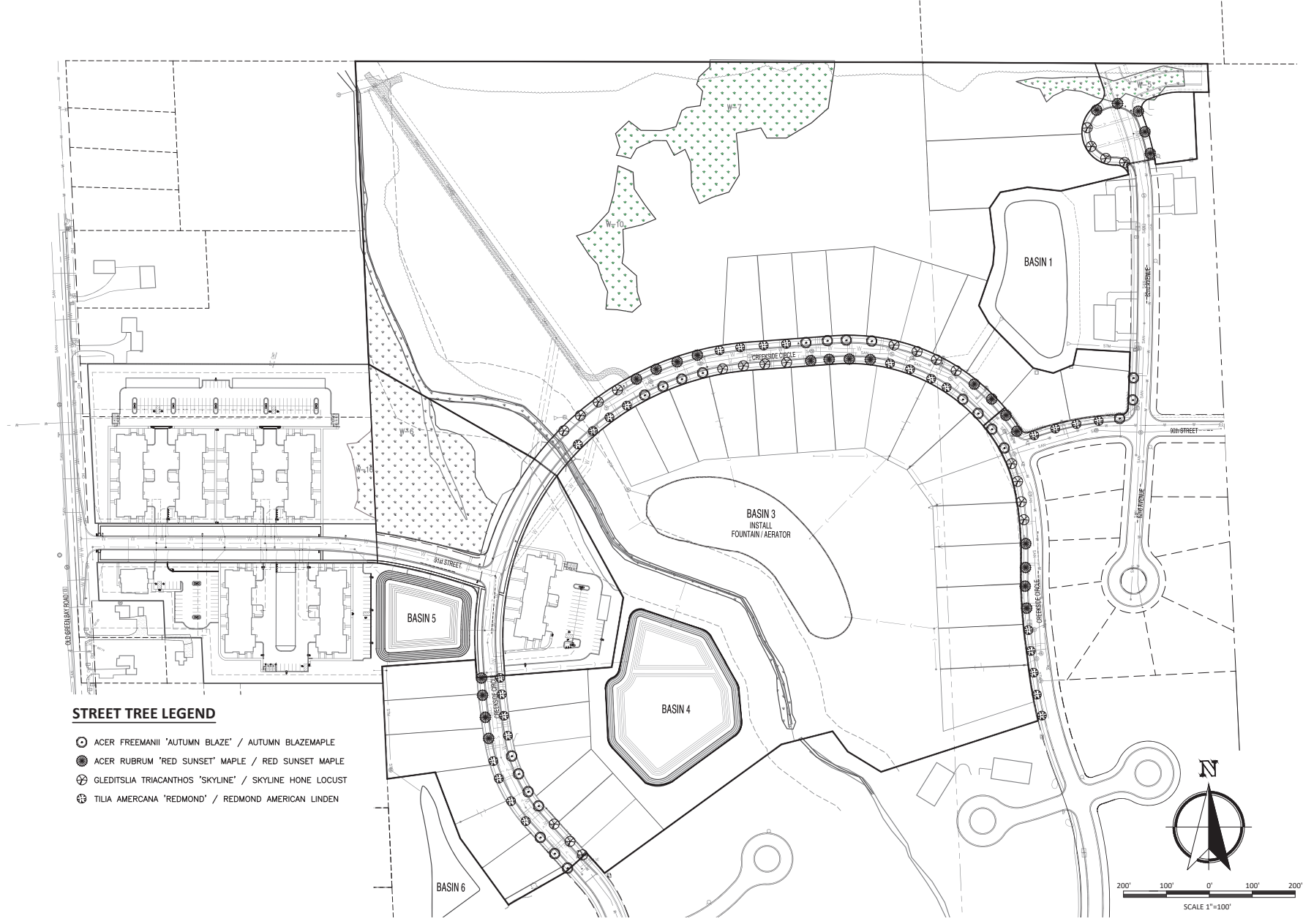
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**11 OF 37**

**mb**  
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1458 Horizon Blvd, Suite 200, Racine, WI 53406  
Tele: (262)634-5588 Website: www.nmbasc.net



### STREET TREE LEGEND

- ACER FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZEMAPLE
- ACER RUBRUM 'RED SUNSET' MAPLE / RED SUNSET MAPLE
- ⊕ GLEDITSIA TRIACANTHOS 'SKYLINE' / SKYLINE HONE LOCUST
- ⊗ TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN



NO.	REVISION	BY	DATE

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DRAFTED:	JLC
DATE:	11-25-2019
CHECKED:	MDE
DATE:	11-25-2019

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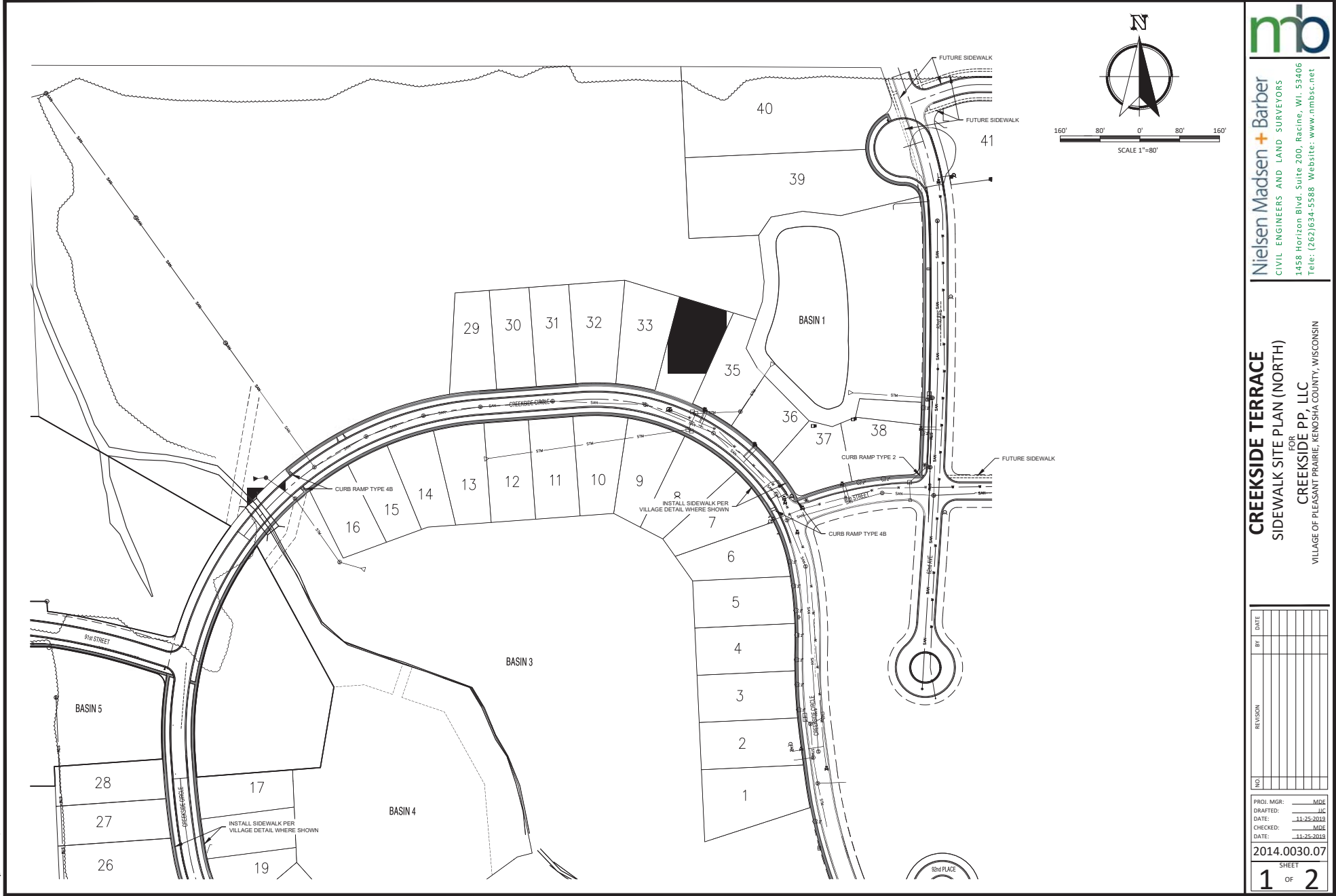
**L-1**

**CREEKSIDE TERRACE**  
**STREET TREE PLAN**  
FOR  
**CREEKSIDE PP, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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**mb**

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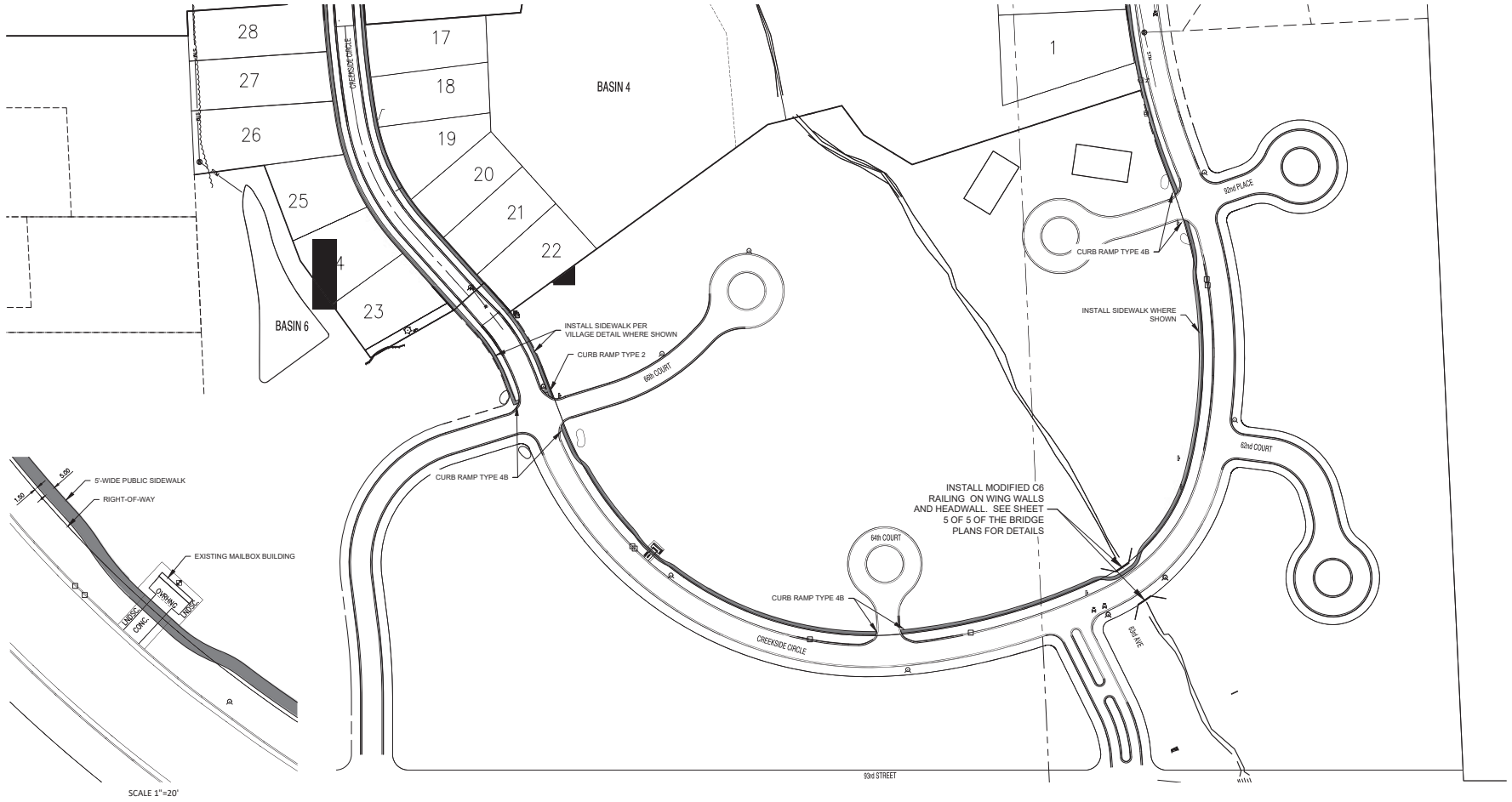
**CREEKSIDE TERRACE**  
SIDEWALK SITE PLAN (NORTH)  
FOR  
CREEKSIDE PP, LLC  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:   MDE    
DRAFTED:   JJC    
DATE:   11-25-2019    
CHECKED:   MDE    
DATE:   11-25-2019  

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**1** OF **2**





**CREEKSIDE TERRACE**  
**SIDEWALK SITE PLAN (SOUTH)**  
FOR  
**CREEKSIDE PP, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:   MDE    
DRAFTED:   JJC    
DATE:   11-25-2019    
CHECKED:   MDE    
DATE:   11-25-2019  

2014.0030.07

SHEET  
**2** OF **2**





## **AGENDA ITEM COVER**

### **Plan Commission**

### **January 13, 2020**

#### **AGENDA ITEM TITLE:**

Public Hearing and consideration of a Conditional Use Permit for the request of Jonah Hetland of Bear Homes on behalf of Arbor Ridge Development Inc., for approval to use the home located at 7974 98th Circle as a sales and model home in the Arbor Ridge Subdivision.

**PROPOSED BY:** Community Development

**FISCAL IMPACT:** No

**AGENDA CATEGORY:** Action

**BUDGETED:** No

**MEETING TYPE REQUIRED:**

Public Hearing

**BUDGET TYPE:**

**STRATEGIC INITIATIVE:** No

#### **SUMMARY:**

The petitioner is requesting approval of a Conditional Use Permit to use the home located at 7974 98<sup>th</sup> Circle that is currently under construction as a model home/sales office for the Arbor Ridge Subdivision. The Model/home/sales office is proposed to be open Wednesday-Sunday from 11:00 a.m. to 4:00 p.m. or by appointment.

#### **STAFF RECOMMENDATION:**

Village staff recommends approval subject to the comments and conditions of the attached Village Staff Report.

[Staff Report-Arbor Ridge CUP.pdf](#)



## VILLAGE STAFF REPORT OF JANUARY 13, 2020

### **PUBLIC HEARING COMMENTS:**

*As a part of the hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described below:*

### **Findings of Fact**

1. The petitioner is requesting a **Conditional Use Permit** to use the home located at 7974 98<sup>th</sup> Circle that is currently under construction as a model home/sales office for the Arbor Ridge Subdivision. (**Exhibit A**).
2. The subject property is known as Lot 34 in the Arbor Ridge Subdivision and located within U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 91-4-122-084-0634.
3. The property is zoned R-4 (PUD) Urban Single Family Residential District with a Planned Unit Development Overlay District. Pursuant to Section 420-108 C (1) (b) of the Village Zoning Ordinance, model homes and related temporary real estate sales offices or marketing centers are allowed in the R-4 District with the approval of a Conditional Use Permit issued by the Plan Commission.
4. Pursuant to Section 420-148 B (67) of the Village Zoning Ordinance, the Model Units/Sales Center are allowed with the following conditions:
  - a. The model home/sales office is allowed for two years and shall not be used until an occupancy permit is obtained.
  - b. The model home/sales office shall be handicapped accessible and meet all ADA requirements.
  - c. The model home/sales office shall not be open past 9:00 p.m. The application indicates that the model home will be open Wednesday-Sunday from 11:00 a.m. to 4:00 p.m. or by appointment.
  - d. Proper exterior maintenance of the property shall be provided, such as but not limited to lawn and yard maintenance and snow removal.
  - e. The lot shall be completely landscaped prior to occupancy.
  - f. The off-street parking area shall be completed with either a gravel base or a paved surface prior to verbal occupancy. Parking shall be required within the driveways and allowed on to public streets adjacent to the unit. Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency and shall not hinder traffic visibility.
5. Notices were sent to adjacent property owners via regular mail on December 20, 2019 and the required notice was published in the Kenosha News on December 27, 2019 and January 6, 2020.
6. The petitioner was emailed a copy of this Report on January 10, 2020.
7. According to the Village's Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit.



### **Village Staff Conclusions and Recommendation:**

***The Village staff has determined that based upon the foregoing information presented in the application and at the public hearing that the project meets the following standards for granting of a Conditional Use Permit in that the project:***

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;
- the proposed and applied for use on this particular parcel is not inherently inconsistent with either the R-4 District in which it is located or the adjoining residential neighborhood; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer and water services, storm water management, streets and highways and fire protection.

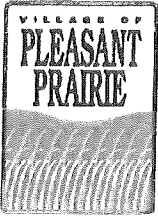
**Based on the foregoing information, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit as specified above; then approval of the Conditional Use Permit to use the condominium units as model units/sales office shall be approved subject to the following conditions:**

1. The model home/sales office may operate from this location for a period not to exceed two (2) years from the date of this approval or until all lots are sold or until this house is sold, whichever occurs first.
2. The property shall be completely landscaped and the driveway shall be paved prior to using the home as a model home/sales center.
3. The garage shall not be use as a showroom or sales office without property permits.
4. The petitioner is responsible to ensure that any brochures or informational marketing materials used to market the model home that are distributed on-site do not blow onto adjacent properties. All litter or debris generated at the site shall be picked up at the end of every business day.
5. Proper exterior maintenance of the property shall be provided, such as but not limited to lawn and yard maintenance and snow removal.
6. Said model home shall be handicapped accessible and meet all ADA requirements.
7. Parking shall be provided on the driveway and on the adjacent to the lot. Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency or hinder traffic visibility.



8. The model home/sales office shall not be open past 9:00 p.m. and is proposed to be open the days and times noted in the application: Wednesday-Sunday from 11:00 a.m. to 4:00 p.m.
9. The model home shall **not** be used as living quarters pursuant to the Conditional Use Permit.
10. Prior to any model home sign being installed, the property owner shall obtain the required sign permit.
11. **The model home site shall not display any streamers, banners, triangle flags, pennants, strings of pennants, pinwheels, etc., at any time on the property. No off-lot directional, marketing or off-premise advertising signage is allowed during the week or on the weekends. Violation of this requirement may result in immediate revocation of this Conditional Use permit.**
12. No use on site shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
13. No changes to the exterior site or house conditions shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved model home operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
14. The Conditional Use Grant shall become effective upon the execution and recording of the document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the Conditional Use Permit(s) or zoning violation prosecution, or both.
15. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.

DEV1912-004



## CONDITIONAL USE PERMIT APPLICATION

Use this application only if  
Site and Operational Plan approval is not required.

I (We), the undersigned do hereby petition the Village Plan Commission to approve a Conditional Use Permit as hereinafter requested.

Project Name: Arbor Ridge Model Home

Property Location: 7974 98th Circle

Legal Description: Lot 34 Arbor Ridge Subdivision

Tax Parcel Number(s): 91-4-122-084-0634

Existing Zoning District(s): ~~RESIDENTIAL~~ ~~R-4~~ ~~R-4~~ R-4 (PUD)

The Proposed Use for this Property is:

Model Home within residential subdivision.

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

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

### PROPERTY OWNER:

Print Name: S.R. Mills

Signature: [Signature]

Address: 4011 80th Street

Kenosha WI 53142

(City) (State) (Zip)

Phone: 262-694-2327

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

Email: smills@beardevelopment.com

Date: 12-12-19

### APPLICANT/AGENT:

Print Name: Jonah Hetland

Signature: [Signature]

Address: 4015 80th Street

Kenosha WI 53142

(City) (State) (Zip)

Phone: 262-942-3500

Fax: 262-942-3505

Email: jonah@bearreg.com

Date: 12-12-19





December 16, 2019

Attn: Peggy Herrick  
Village of Pleasant Prairie

Dear Mrs. Herrick,

The following is a brief narrative related to our proposed model home in the Arbor Ridge Subdivision:

We are proposing to operate the two-story home located on Lot 34 Arbor Ridge as a model home for Bear Homes, LLC. We will furnish the home with some furniture, appliances and a small office area.

We intend on having the model home "open" during designated hours throughout the week so that potential clients can stop in and meet with one of our sales agents.

We are proposing the following hours:

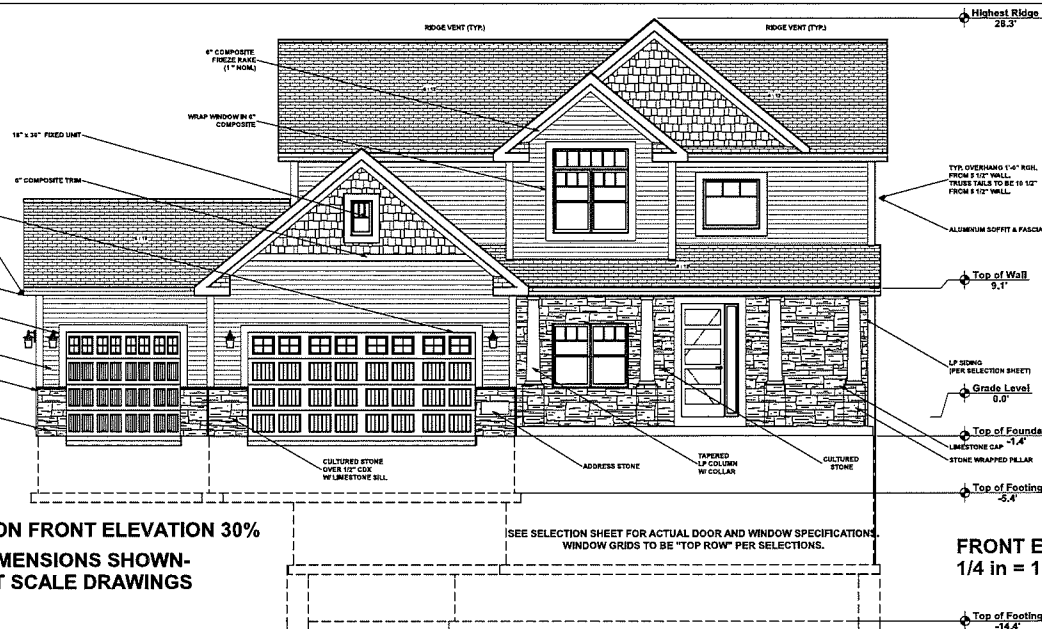
Wednesday	11am – 4pm
Thursday	11am – 4pm
Friday	11am – 4pm
Saturday	11am – 4pm
Sunday	11am – 4pm

\*other hours would be by appointment only

Bear Homes proposes to operate this model for 2 – 3 years. Bear Homes currently has a model home located on Lot 37 in Arbor Ridge which can be viewed on our website, [www.bearhomes.com](http://www.bearhomes.com), or during our regular scheduled hours.

Sincerely,

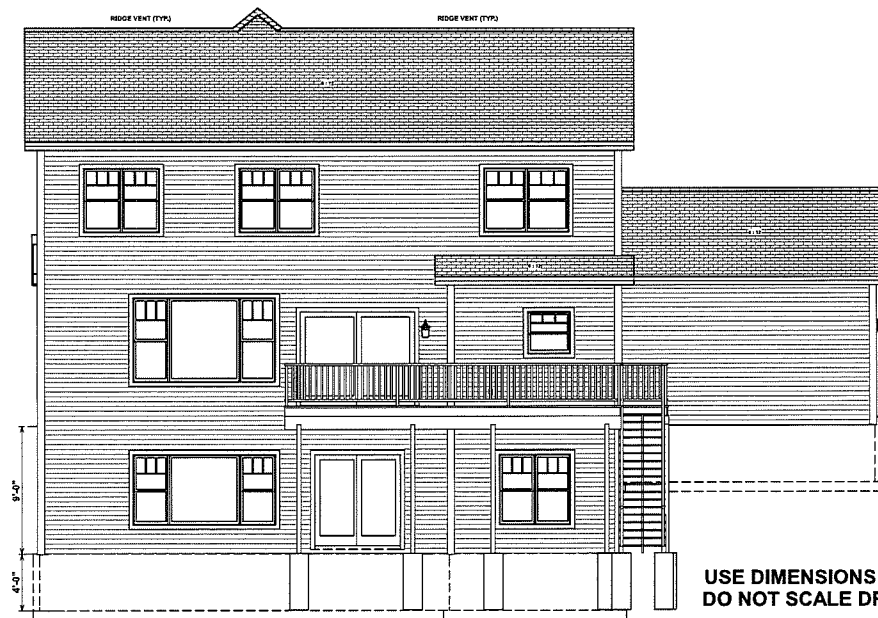
Jonah P. Hetland  
C.O.O.



**MASONRY ON FRONT ELEVATION 30%**  
**USE DIMENSIONS SHOWN-**  
**DO NOT SCALE DRAWINGS**

SEE SELECTION SHEET FOR ACTUAL DOOR AND WINDOW SPECIFICATIONS.  
 WINDOW GRIDS TO BE "TOP ROW" PER SELECTIONS.

**FRONT ELEVATION**  
 1/4 in = 1 ft



**REAR ELEVATION**  
 1/4 in = 1 ft

**USE DIMENSIONS SHOWN-**  
**DO NOT SCALE DRAWINGS**

**focus on energy™**

Partnering with Wisconsin utilities

**FOCUS ON ENERGY  
 NEW HOMES PROGRAM NOTES:**

1. HOME MUST BE A MINIMUM 10% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM DWELLING STANDARDS.
2. BUILDING AIR TIGHTNESS 120 TIMES TOTAL BUILDING SHELL AREA MAX - CFM 50
3. SEALED SUNT BASIN/CROCK
4. SEALED PLUMBING ROUGH-IN THROUGH BASEMENT FLOOR (AIR TIGHT).
5. FULL COVERAGE FOUNDATION INSULATION (R-8, 1\"/>

**ROUGH CARPENTER NOTE:**

1. NOTE LOCATION OF TOILET AND R.V. PIPE DO NOT PLACE FLOOR JOISTS DIRECTLY IN THIS AREA. ALLOW 8\"/>

**EXTERIOR MATERIALS NOTES:**

- ALL WINDOWS TO BE PELLA ENCOMPASS SERIES VINYL WITH DRYWALL RETURNS, COLOR: WHITE.  
 TRADITIONAL GRILLS  
 ARCHITECTURAL ROOF WITH CLOSED VALLEYS  
 HOUSEWRAP TO BE APPLIED TO ENTIRE PERIMETER OF BUILDING EXTERIOR WALLS.  
 SIDING TO BE APPLIED TO ENTIRE PERIMETER OF BUILDING EXTERIOR WALLS.  
 CULTURED STONE WAINSCOT WITH LIMESTONE CAP AT FRONT ELEVATION.  
 1\"/>

**SPECIAL NOTE:**

THE BUYER(S) ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION, DEVIATIONS MAY OCCUR FROM THE PRINT.  
 THEREFORE, THE BUILDER RESERVES THE RIGHT TO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FIXTURES (I.E. HVAC, PLUMBING, ELEC, AND DOWNSPOUTS).

DATE	REVISION	DESCRIPTION
02/20/16	NO	CHANGED LOT NUMBER

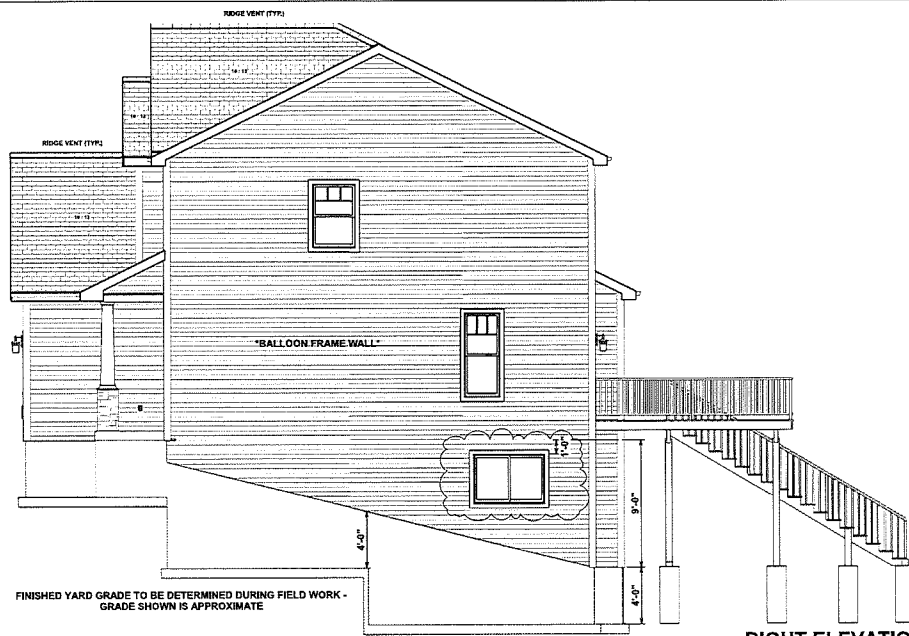
**4015 80TH STREET  
 KENOSHA, WI,  
 53142  
 262-942-3500**

**BEAR HOMES**

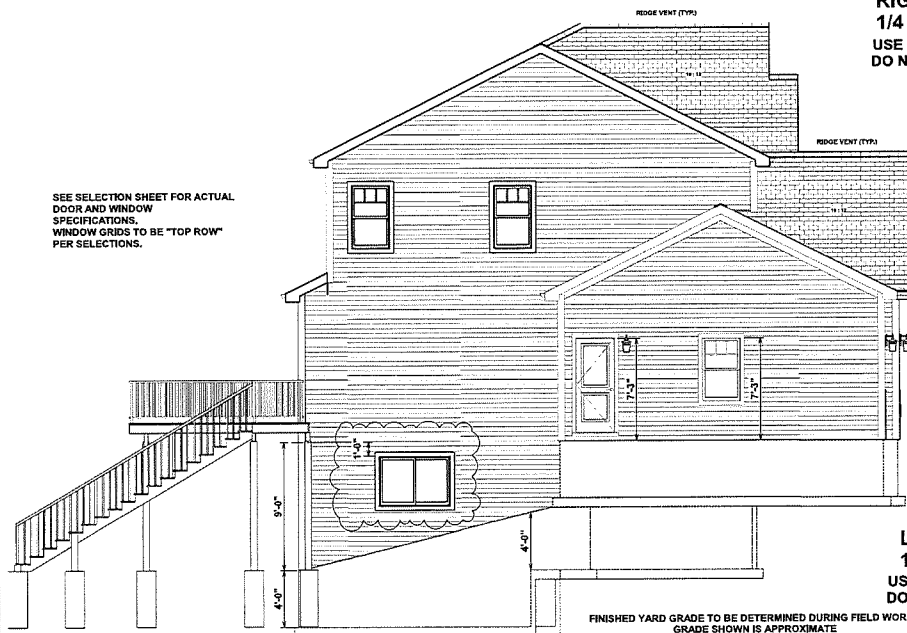
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 CUSTOMER SPEC  
 LOCATION: ARBOR RIDGE LOT 34

**DATE:**  
**1/4/2019**  
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**SHEET:**  
**1 OF 135**

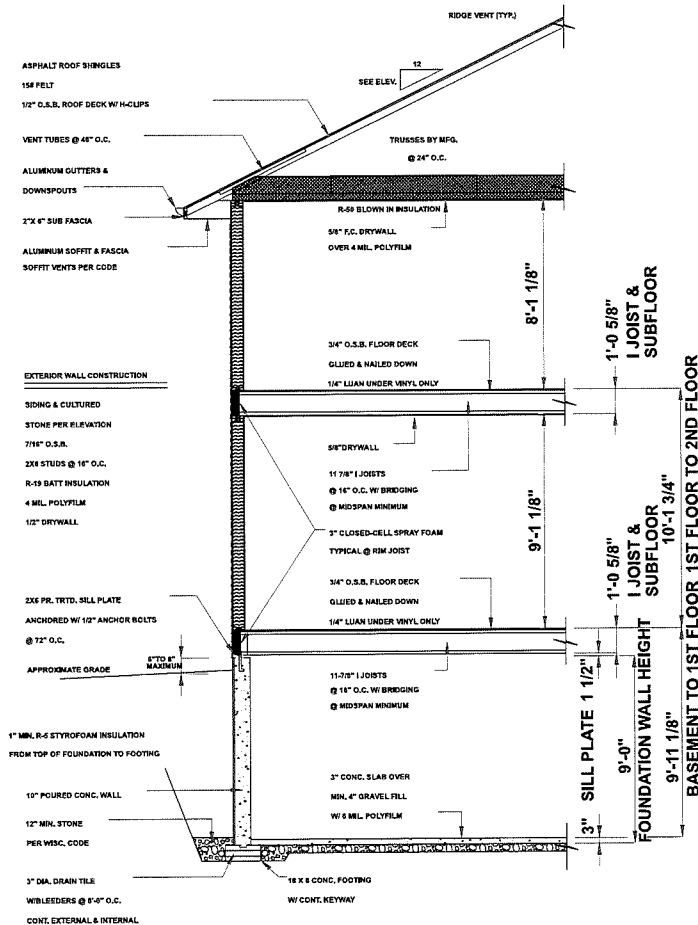




**RIGHT ELEVATION**  
1/4 in = 1 ft  
USE DIMENSIONS SHOWN-  
DO NOT SCALE DRAWINGS



**LEFT ELEVATION**  
1/4 in = 1 ft  
USE DIMENSIONS SHOWN-  
DO NOT SCALE DRAWINGS



**TYPICAL SECTION**  
1/4 in = 1 ft

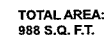
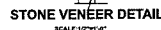
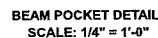
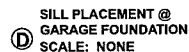
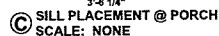
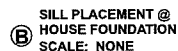
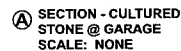
REVISION TABLE			
DATE	REV BY	DESCRIPTION	CHANGED TO NUMBER
02/2018	KJ	INCREASED LEFT & RIGHT BASEMENT WINDOW SIZE	11/02/2018 KJ

**4015 80TH STREET  
KENOSHA, WI,  
53142  
262-942-3500**

**BEAR HOMES**

STYLE: AVALON (ALTERNATE MASTER)  
SUITE: STANDARD 2018  
CUSTOMER SPEC  
LOCATION: ABBOR RIDGE LOT 24

**DATE:**  
1/4/2019  
**SCALE:**  
**SHEET:**  
2 OF 12



**BASEMENT FLOOR PLAN**  
1/4 in = 1 ft

- CONCRETE NOTES:**
- 1. ALL BASEMENT WINDOWS ARE TO BE INSTALLED 1'-0" BELOW TOP OF FOUNDATION WALLS W/ GALVANIZED WELLS**
  - 2. ALL FOOTINGS FOR THE COLUMNS AND WALLS ARE TO BE INSTALLED PER PLAN. COLUMN FOOTINGS ARE TO BE FORMED PER SIZE CALLED OUT ON THE PLAN. ALL WALL FOOTINGS ARE TO HAVE A KEYWAY KEYWAY THE ENTIRE LENGTH OF THE FOOTINGS.**

- ANCHOR BOLT NOTE:**  
ANCHOR BOLTS IN GARAGE TO BE PLACED  
2" FROM OUTSIDE EDGE.  
ALL HOUSE FOUNDATION ANCHOR BOLTS TO  
BE PLACED 3" FROM OUTSIDE EDGE.  
ANCHOR BOLTS @ GARAGE DOOR TO BE  
PLACED 6" FROM DROP FOR OVERHEAD DOOR.  
ALL ANCHOR BOLTS TO BE PLACED 2 1/2"  
FROM TOP OF FOUNDATION WALL & 6" FROM

- CARPENTERS:**  
PLEASE NOTE THE LOCATION OF  
CENTERLINES FOR PLUMBING &  
ALLOW 3" MINIMUM OF SPACE  
ON BOTH SIDES OF CENTERLINE  
@ FLOOR JOISTS.

- NOTE:**  
EXTERIOR FACE OF  
ENTIRE HOUSE  
FOUNDATION WALL TO  
BE WATERPROOFED.

- NOTE:**  
PELLA WINDOW DESIGNATIONS  
EQUAL ROUGH OPENING SIZES.  
250 SERIES VINYL SINGLE HUNG  
DRYWALL RETURNS

REVISION TABLE		
DATE	REV BY	DESCRIPTION
05/05/2018	KJ	CHANGED LOT NUMBER
11/9/2018	KJ	INCREASED LEFT & RIGHT BASEMENT WINDOW SIZE

**4015 80TH STREET  
KENOSHA, WI,  
53142  
262-942-3500**

# BEAR HOMES

STYLE: AVALON (ALTERNATE MASTER SUITE) STANDARD 2018  
CUSTOMER: SPEC  
LOCATION: ARBOR RIDGE LOT 34

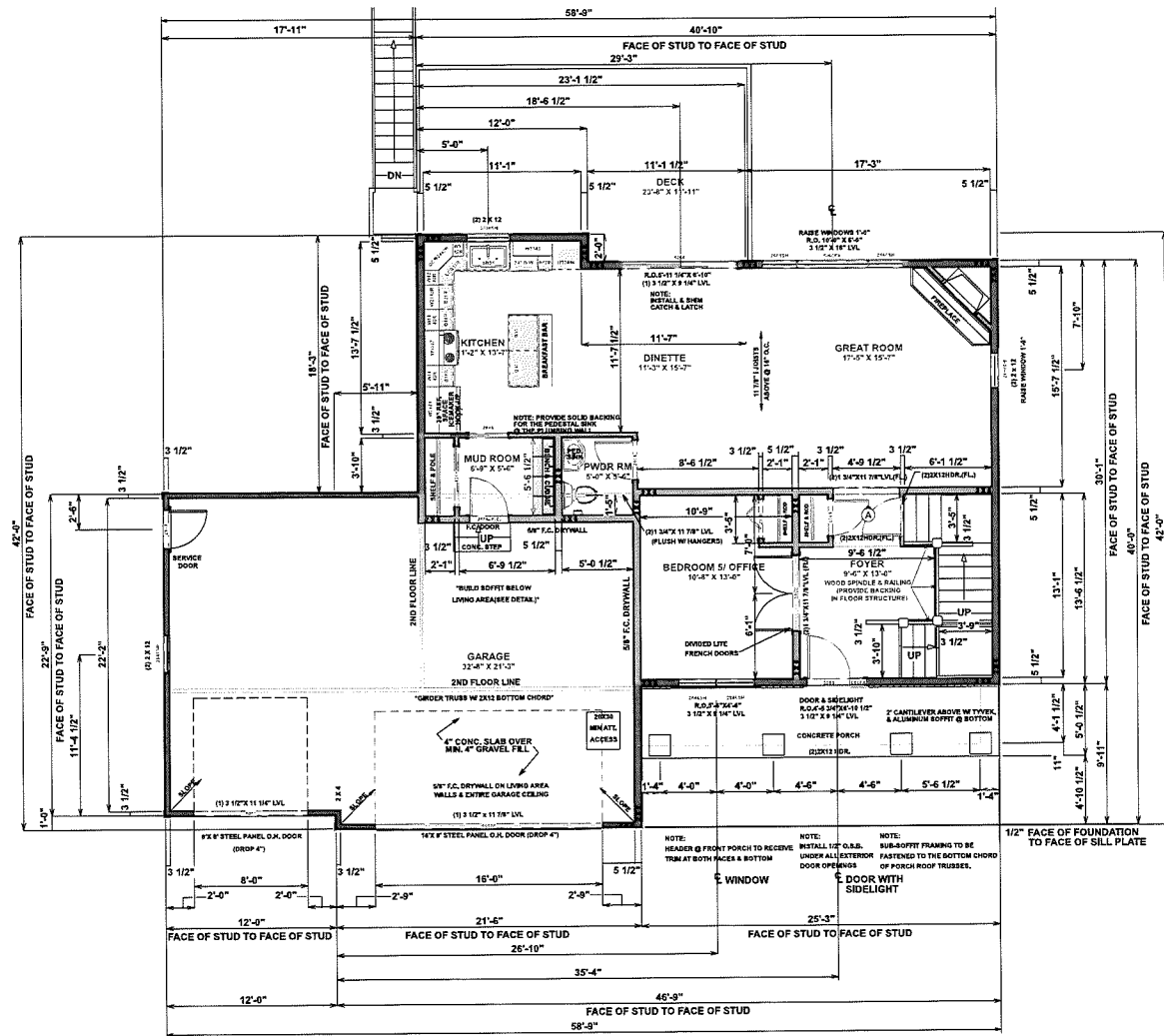
DATE: 1/4/2019

**SCALE:**

SHEET:

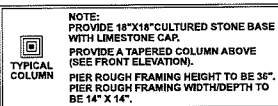
3 OF 12





**TOTAL AREA:**  
**1075 S.Q. F.T.**

**FIRST FLOOR PLAN**  
1/4 in = 1 ft



**CARPENTERS:**  
PLEASE NOTE THE LOCATION OF  
CENTERLINES FOR PLUMBING &  
ALLOW 3" MINIMUM OF SPACE  
ON BOTH SIDES OF CENTERLINE  
@ FLOOR JOISTS.

**NOTE:**  
PELLA WINDOW DESIGNATIONS  
EQUAL ROUGH OPENING SIZES.  
VINYL SINGLE HUNG  
DRYWALL RETURNS

**NOTE:**  
INSTALL 1/2"  
O.S.B. UNDER  
ALL EXTERIOR  
DOOR OPENINGS

[illegible]

**4015 80TH STREET  
KENOSHA, WI,  
53142  
262-942-3500**

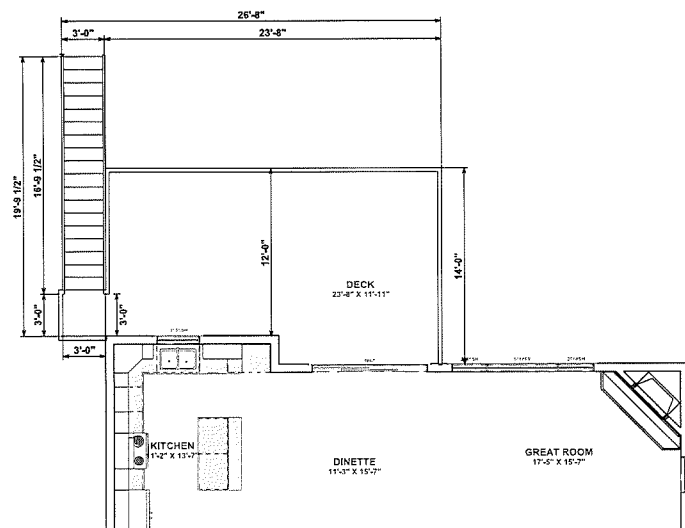


STYLE: AVALON (ALTERNATE MASTER  
SUITE) STANDARD 2018  
CUSTOMER: SPEC  
LOCATION: ARBOR RIDGE LOT 34

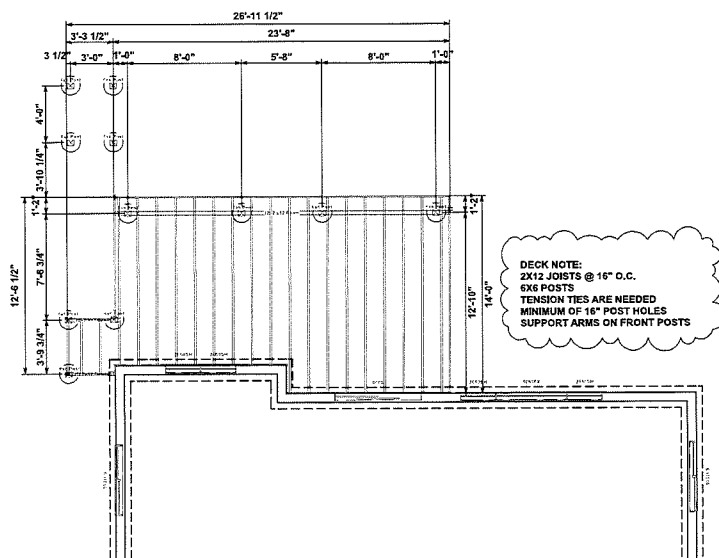
DATE:	1/4/2019
SCALE:	
SHEET:	4 OF 1

139





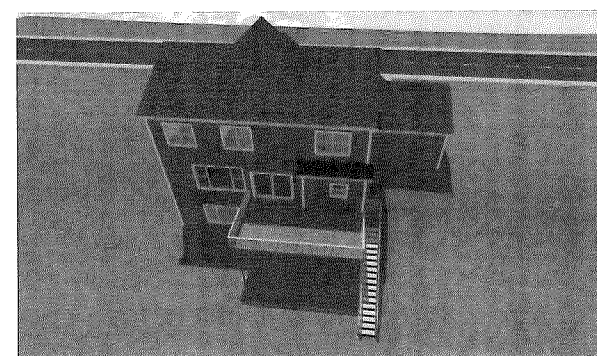
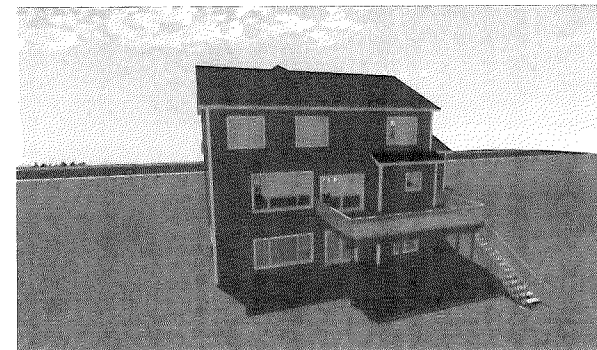
DECK PLAN  
1/4 in = 1 ft



DECK NOTE:  
2X12 JOISTS @ 16" O.C.  
6X6 POSTS  
TENSION TIES ARE NEEDED  
MINIMUM OF 16" POST HOLES  
SUPPORT ARMS ON FRONT POSTS

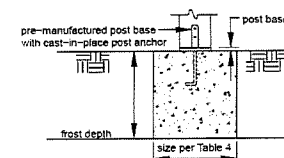
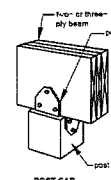
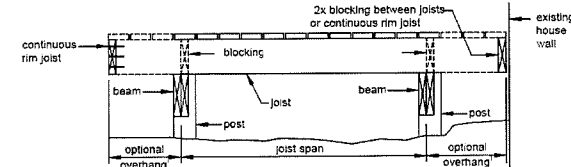
DECK FRAMNG PLAN  
1/4 in = 1 ft

VERIFY ALL FOOTING LOCATIONS W/ BEAR HOMES SUPERINTENDENT



#### JOISTS WITH TWO DROPPED BEAMS/FREE-STANDING DECK

(See section 10 for more information.)



DATE	REV BY	DESCRIPTION
11/17/2018	KJ	ADDED DECK NOTES

4015 80TH STREET  
KENOSHA, WI,  
53142  
262-942-3500

BEAR HOMES

STYLE: AVALON (ALTERNATE MASTER)  
SUITE: STANDARD 2018  
CUSTOMER SPEC  
LOCATION: ABBOTT RIDGE LOT 24

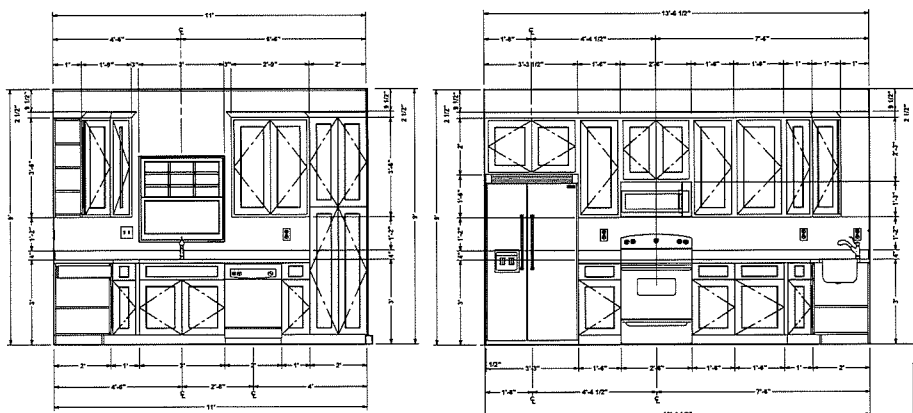
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1/4/2019

SCALE:

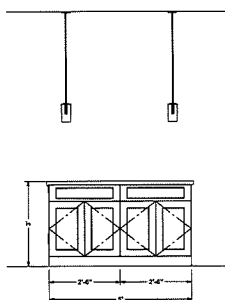
SHEET:

6 OF 12

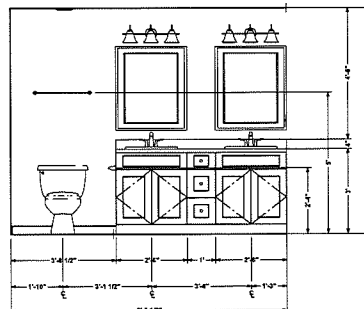


**KITCHEN ELEVATION (REAR)**  
1/2 in = 1 ft

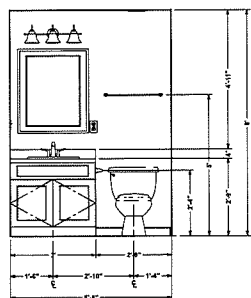
**KITCHEN ELEVATION (LEFT)**  
1/2 in = 1 ft



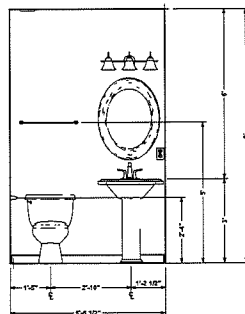
**KITCHEN ISLAND ELEVATION**  
1/2 in = 1 ft



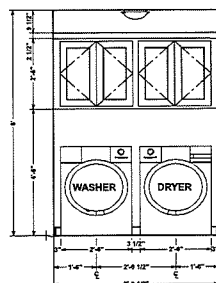
**MASTER BATH ELEVATION ( LEFT)**  
1/2 in = 1 ft



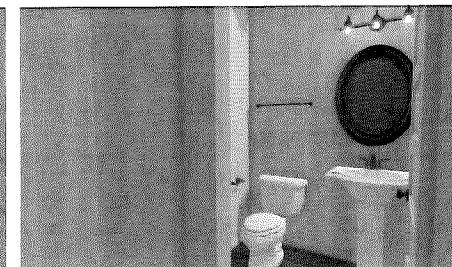
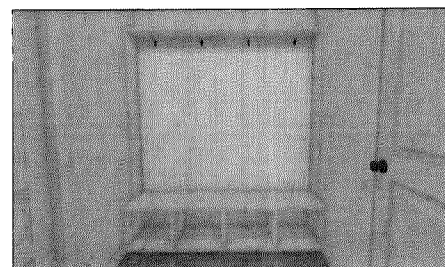
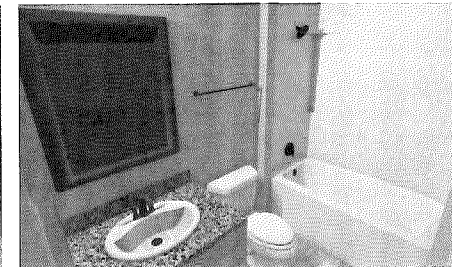
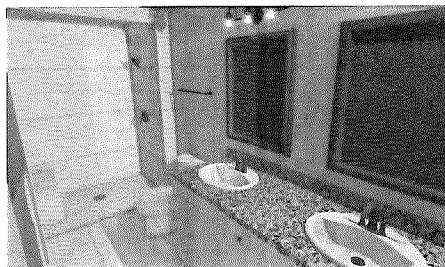
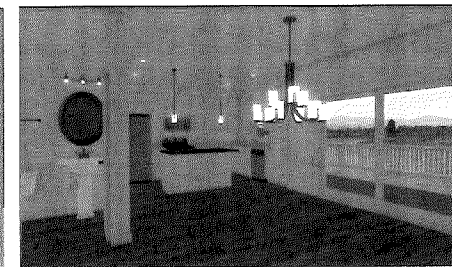
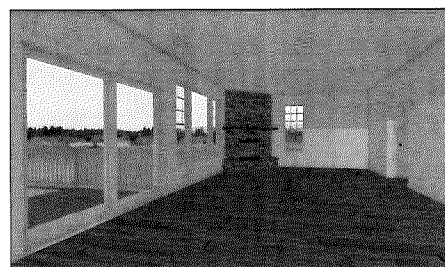
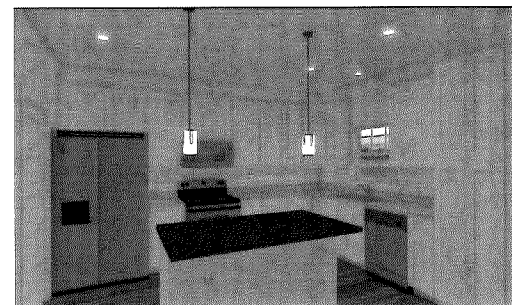
**HALL BATH ELEVATION (LEFT)**  
1/2 in = 1 ft



**POWDER ROOM ELEVATION (LEFT)**  
1/2 in = 1 ft



**LAUNDRY ROOM ELEVATION (FRONT)**  
1/2 in = 1 ft



DATE	REV	DESCRIPTION	CHANGED LOT NUMBER
05/20/18	01		

**4015 80TH STREET  
KENOSHA, WI,  
53142  
262-942-3500**

**BEAR HOMES**

STYLE: AVALON ALTERNATE MASTER  
SUITE: STANDARD 2018  
CUSTOMER SPEC  
LOCATION: ABBOT REDGE LOT 34

**DATE:**  
**1/4/2019**  
**SCALE:**  
**SHEET:**  
**7 OF 10**



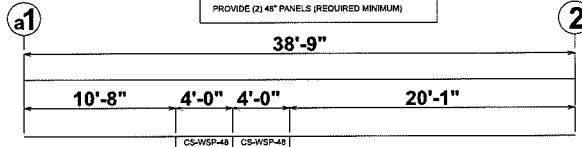




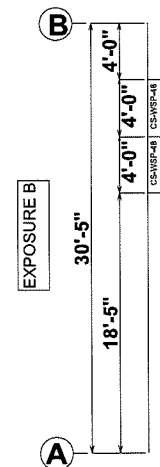


EXPOSURE C

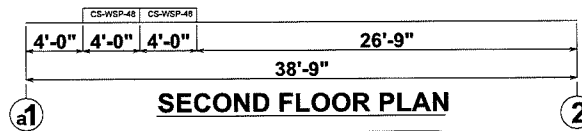
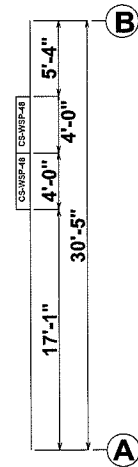
**B 1a-2** ROOF & CEILING  
ADJUSTMENT FACTORS:  
ROOF HEIGHT 7'-7 1/8"  
7.5938 % 10 X 1.00 = 0.759 X LENGTH REQ.  
AMOUNT OF LENGTH REQ.:  
30.42 % 40 X 6 L.F. = 4.563 L.F.  
ROOF HEIGHT ADJUSTMENT FACTOR:  
.759 X 4.563 L.F. = 3.463 L.F.  
WALL HEIGHT ADJUSTMENT FACTOR:  
.90 X 3.463 L.F. = 3.117 L.F.  
WIND EXPOSURE C ADJUSTMENT FACTOR:  
1.3 X 3.117 L.F. = 4.052 L.F.  
PROVIDE (2) 48" PANELS (REQUIRED MINIMUM)



**1a A-B** ROOF & CEILING  
ADJUSTMENT FACTORS:  
ROOF HEIGHT 7'-7 1/8"  
7.5938 % 10 X 1.00 = 0.759 X LENGTH REQ.  
AMOUNT OF LENGTH REQ.:  
36.75 % 40 X 6 L.F. = 5.813 L.F.  
ROOF HEIGHT ADJUSTMENT FACTOR:  
.759 X 5.813 L.F. = 4.412 L.F.  
WALL HEIGHT ADJUSTMENT FACTOR:  
.90 X 4.412 L.F. = 3.971 L.F.  
WIND EXPOSURE C ADJUSTMENT FACTOR:  
1.3 X 3.971 L.F. = 5.162 L.F.  
PROVIDE (2) 48" PANELS (REQUIRED MINIMUM)



**2 A-B** ROOF & CEILING  
ADJUSTMENT FACTORS:  
ROOF HEIGHT 7'-7 1/8"  
7.5938 % 10 X 1.00 = 0.759 X LENGTH REQ.  
AMOUNT OF LENGTH REQ.:  
36.75 % 40 X 6 L.F. = 5.813 L.F.  
ROOF HEIGHT ADJUSTMENT FACTOR:  
.759 X 5.813 L.F. = 4.412 L.F.  
WALL HEIGHT ADJUSTMENT FACTOR:  
.90 X 4.412 L.F. = 3.971 L.F.  
WIND EXPOSURE C ADJUSTMENT FACTOR:  
1.3 X 3.971 L.F. = 5.162 L.F.  
PROVIDE (2) 48" PANELS (REQUIRED MINIMUM)



**SECOND FLOOR PLAN**

**A 1a-2** ROOF & CEILING  
ADJUSTMENT FACTORS:  
ROOF HEIGHT 7'-7 1/8"  
7.5938 % 10 X 1.00 = 0.759 X LENGTH REQ.  
AMOUNT OF LENGTH REQ.:  
30.42 % 40 X 6 L.F. = 4.563 L.F.  
ROOF HEIGHT ADJUSTMENT FACTOR:  
.759 X 4.563 L.F. = 3.463 L.F.  
WALL HEIGHT ADJUSTMENT FACTOR:  
.90 X 3.463 L.F. = 3.117 L.F.  
WIND EXPOSURE C ADJUSTMENT FACTOR:  
1.3 X 3.117 L.F. = 4.052 L.F.  
PROVIDE (2) 48" PANELS (REQUIRED MINIMUM)

EXPOSURE B

SECOND FLOOR WALL BRACING SCHEDULE							
CALC TABLE	WALL LINE	BRACE MATERIAL	BRACE METHOD	LENGTH REQ.	LENGTH PROVIDED	MAXIMUM OPENING HGT.	REMARKS
A 1a-2	1a-2	7/16" OSB SHEATHING	CONTINUOUS	4.05 L.F.	8'-0" *	6'-0"	*MINIMUM REQUIRED
B 1a-2	1a-2	7/16" OSB SHEATHING	CONTINUOUS	4.05 L.F.	8'-0" *	4'-6"	*MINIMUM REQUIRED
1a A-B	A-B	7/16" OSB SHEATHING	CONTINUOUS	5.16 L.F.	8'-0" *	4'-6"	*MINIMUM REQUIRED
2A-B	A-B	7/16" OSB SHEATHING	CONTINUOUS	5.16 L.F.	8'-0" *	4'-6"	*MINIMUM REQUIRED

**SECOND FLOOR WALL BRACING**  
1/4 in = 1 ft

DATE	REVISION	DESCRIPTION	CHANGED LOT NUMBER
02/2018	NO		

4015 80TH STREET  
KENOSHA, WI,  
53142  
262-942-3500

**BEAR HOMES**

STYLE AVAILOR (ALTERNATE MASTER)  
SUITE) STANDARD 2018  
CUSTOMER: SPEC  
LOCATION: ARBOR RIDGE LOT 34

DATE:  
1/4/2019  
SCALE:  
SHEET:  
10 OF 144

12' Utility Access & Maintenance Easement per plot

(1) Blue mufin viburnum

(5) Green gem boxwood

(3) Mox frei geranium

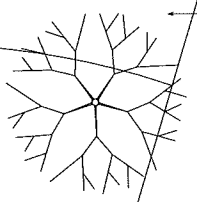
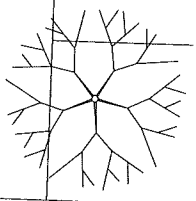
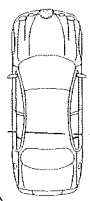
(1) Dwarf burning bush

Washed stone under the deck

Mulch

Mulch

Mulch



**Arbor Ridge Lot # 34**

Ridgeway Ct.  
Pleasant Prairie, WI

**GROW RITE**

LANDSCAPE ARCHITECTS

1000 W. 10th St.  
Pleasant Prairie, WI 53158  
(262) 534-2222

SCALE: 1"=1'-0"

DATE: 08/15/2018

BY: [Signature]

PROJECT: Arbor Ridge Lot # 34

CLIENT: [Name]

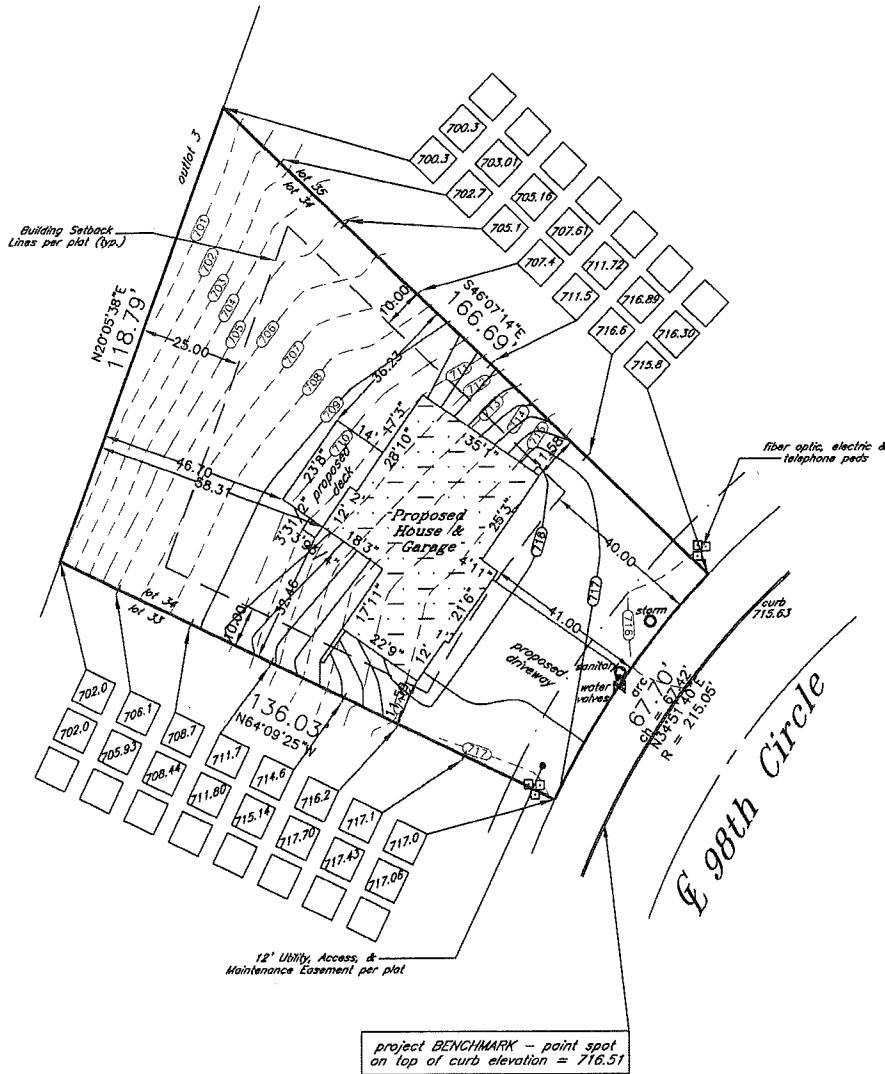
LOCATION: Ridgeway Ct., Pleasant Prairie, WI

DESIGNER: [Name]

DATE: 08/15/2018

BY: [Signature]





denotes iron pipe

\* outside finish grade = EL 718.40 (advisory only) - top of foundation = EL 719.10 (advisory only) unless otherwise determined in writing by Village Engineering Department

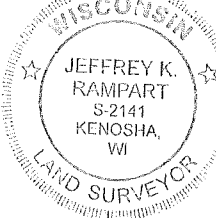
\*  
existing  
proposed  
final

lot area = 13,469 S.F.

\* Verify exact number with Village Engineering Department

Proposed building field staked true size. Contractor to verify all dimensions before building by same and adhere to drainage plan in effect for this subdivision. Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded subdivision plat.

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



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

Reg. Land Surveyor  
October 3, 2018  
Revised 10/11/18

Scale  
1" = 30'



Plat of Survey of  
LOT 34 IN

ARBOR RIDGE

in NW1/4 Section 8-1-22

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WIS.

-for-  
Bear Development



## AGENDA ITEM COVER

### Plan Commission

### January 13, 2020

#### AGENDA ITEM TITLE:

Consider the request of Matt Fineour, PE, Village Engineer for approval of a Lot Line Adjustment and associated easements for the reconstruction of the Village STH 165 Lift Station located at 11350 104th Street.

**PROPOSED BY:** Community Development

**FISCAL IMPACT:** Yes

**AGENDA CATEGORY:** Action

**BUDGETED:** No

**MEETING TYPE REQUIRED:**

Regular

**BUDGET TYPE:**

TID

**STRATEGIC INITIATIVE:** No

#### SUMMARY:

The Lot Line Adjustment will add approximately 14,191 square feet to the north and east of the existing STH 165 Lift Station site for the reconstruction of said lift station. The Lot Line adjustment will be between the Village and WisPark LLC, the owners of Outlot 1 of CSM 2871.

In addition to the Lot Line Adjustment the existing 20 foot General Utility Easement along the southern property line is being modified to eight (8) feet. This modification has been approved by all required existing utility holders including Wisconsin Electric Power Company; Wisconsin Bell Inc./dba At&T Wisconsin, Spectrum Mid-America LLC, The Village is also granting an easement to Wisconsin Electric Power Company for the extended underground utility services to service the new lift station.

The reconstruction of the lift station will involve approval of the following applications that are being considered by the Plan Commission at tonight's meeting: 100-year floodplain Boundary Adjustment, Comprehensive Plan Amendment, Zoning Map Amendment and a Conditional Use Permit with Site and Operational Plan.

This project to part of TID 2 public improvements funded by the Escrow.  
DEV1911-007



**STAFF RECOMMENDATION:**

**Village Staff recommends that the Plan Commission and send a favorable recommendation to the Village Board approve the Lot Line Adjustment and associated easements subject to recording the proper transfer documents for the lot line adjustment and recording the easement documents.**

[Application and Easements.pdf](#)



## LOT LINE ADJUSTMENT APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to adjust the lot lines between adjacent properties as hereinafter requested:

Property Locations: STH 165 and Corporate Drive

Tax Parcel Numbers: 92-4-122-193-0170 and 92-4-122-193-0151

Existing Zoning District(s): PR-1, C-1, FPO and B-5

Reason for the Request:

To adjust the lot lines for the Village's expansion of the STH 165 Lift Station

Attached to this application is the Plat of Survey for a Lot Line Adjustment (3 original signed and sealed documents) as prepared by a Wisconsin Registered Land Surveyor that clearly illustrates and legally describes the lot line adjustment.

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

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

**PROPERTY OWNER:**

Print Name: Wispark LLC

Signature: [Signature]

Address: 231 W Michigan St

Milwaukee WI 53203  
(City) (State) (Zip)

Phone: 414.221.5500

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

Email: erica.harris@wispark.com

Date: 14 November 19

**PROPERTY OWNER:**

Print Name: Village of Pleasant Prairie

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

Address: 9915 39th Avenue

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

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

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

Email: tshircel@pleasantprairiewi.com

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

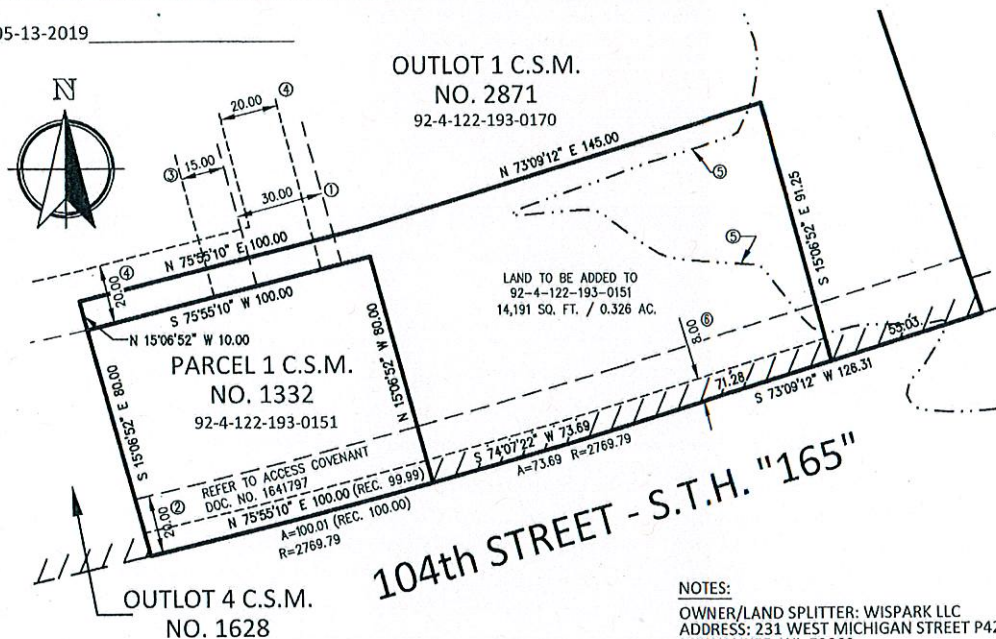


# LOT LINE ADJUSTMENT EXHIBIT DRAWING

BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1332 TOGETHER WITH PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2871, BOTH BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

Description of land to be added to Parcel No. 92-4-122-193-0151: That part of Outlot 1 of Certified Survey Map No. 2871 (C.S.M. No. 2871), a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on July 26, 2018 as Document No. 1824323, bounded and described as follows: Beginning at the Northwesterly corner of Parcel 1 of Certified Survey Map No. 1332 (C.S.M. No. 1332), a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on February 26, 1990 as Document No. 837482; run thence N15°06'52"W, 10.00 feet; thence N75°55'10"E, 100.00 feet parallel with the Northerly line of Parcel 1 of said C.S.M. No. 1332; thence N73°09'12"E, 145.00 feet; thence S15°06'52"E, 91.25 feet parallel with the Easterly line of Parcel 1 of said C.S.M. No. 1332 to the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of 104th Street - State Trunk Highway "165" (S.T.H. "165"); thence S73°09'12"W, 71.28 feet along the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of said 104th Street - S.T.H. "165" to a point of curvature to the right, having a Southeasterly convexity, a radius of 2769.79 feet and a chord bearing and distance of S74°07'22"W, 73.69 feet; thence Southwesterly 73.69 feet along the arc of said curve, the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of said 104th Street - S.T.H. "165" to the Southeasterly corner of Parcel 1 of said C.S.M. No. 1332; thence N15°06'52"W, 80.00 feet along the Easterly line of Parcel 1 of said C.S.M. No. 1332 to the Northeasterly corner of Parcel 1 of said C.S.M. No. 1332; thence S75°55'10"W, 100.00 feet along the Northerly line of Parcel 1 of said C.S.M. No. 1332 to the Northwesterly corner of Parcel 1 of said C.S.M. No. 1332 and the point of beginning of this description. Said land being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin. Containing 14,191 square feet or 0.326 acre.

05-13-2019



## NOTES:

OWNER/LAND SPLITTER: WISPARK LLC  
ADDRESS: 231 WEST MICHIGAN STREET P423  
MILWAUKEE, WI. 53203

BEARINGS BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE.  
BASED UPON NAD 1927. THE SOUTH LINE OF  
SW 1/4 SEC. 19-1-22 IS ASSUMED TO BEAR  
N 89°44'44" E.

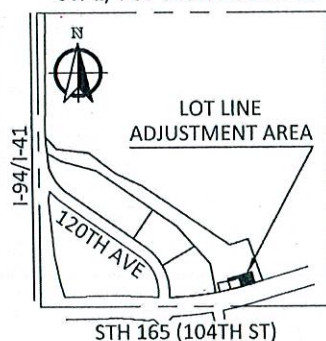
REFER TO A CURRENT TITLE REPORT FOR  
EASEMENTS, RESTRICTIONS, CONDITIONS,  
ETC. WHICH MAY AFFECT THE SITE.

## LEGEND:

- ① EXISTING 30' SANITARY SEWER EASEMENT
- ② EXISTING 20' GENERAL UTILITY EASEMENT
- ③ EXISTING 15' SANITARY SEWER AND ACCESS EASEMENT
- ④ EXISTING 20' MULTI USE PATHWAY, ACCESS AND MAINTENANCE EASEMENT
- ⑤ EXISTING FLOODPLAIN PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT AREA
- ⑥ PROPOSED 8' GENERAL UTILITY EASEMENT

//// EXISTING NO VEHICULAR ACCESS

LOCATION MAP  
SW 1/4 OF SECTION 19-1-22



50' 0' 50'

SCALE 1"=50'



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbcsc.net

2014.0037.06  
SHEET 1 OF 2 SHEET

## LOT LINE ADJUSTMENT EXHIBIT DRAWING

BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1332 TOGETHER WITH PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2871, BOTH BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

This Survey and descriptions for the lot lines to be adjusted is hereby submitted to and approved by the Village Board of the Village of Pleasant Prairie as being in compliance with the Village Land Division and Development Control Ordinance on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Plan Commission Chairman \_\_\_\_\_  
Michael J. Serpe

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

Village Clerk \_\_\_\_\_  
Jane C. Snell



Nielsen Madsen & Barber

CIVIL ENGINEERS AND LAND SURVEYORS

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Tele: (262)634-5588 Website: www.nmbasc.net

2014.0037.06  
SHEET 2 OF 2 SHEET



## MODIFICATION OF UTILITY EASEMENTS

This MODIFICATION OF UTILITY EASEMENTS (the "Modification") is entered into by and between the Village of Pleasant Prairie, a Wisconsin municipal corporation (the "Village"), Wisconsin Electric Power Company, a corporation ("Wisconsin Electric"), Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a corporation ("AT&T") and Spectrum Mid-America, LLC, f/k/a Time Warner Cable, Inc., a corporation ("Spectrum").

A. The Village is the owner of the real estate described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. The Property is subject to general utility easement areas consisting of a dedicated 20-foot general utility easement area over the Property as more particularly described in Certified Survey Map No. 1332, recorded in the Kenosha County Register of Deeds Office on February 27, 1990, as Document No. 836482; as described on Certified Survey Map No. 1628, recorded with the Kenosha County Register of Deeds Office on December 22, 1992 as Document No. 914906; and as described in Certified Survey Map No. 2871, recorded with the Kenosha County Register of Deeds Office on July 26, 2018, as Document No. 1824323 (the "Easement Area").

C. The Village desires to build a new sanitary sewer lift station on the Property which would encroach partially into the Easement Area.

D. Wisconsin Electric, AT&T and Spectrum all agree to modify the Easement Area in accordance with the terms of this Modification.

### Recording Area

#### Name and Return Address:

Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli SC  
6301 Green Bay Road  
Kenosha, WI 53142

#### Parcel Identification Number:

92-4-122-193-0151

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Easement Area for the 20-foot General Utility Easements shown in Certified Survey Maps No. 1332, 1628 and 2871, as described above, is modified to that area as shown on Exhibit B attached hereto and incorporated herein by reference (the "Modified Easement Area"), effective immediately.

2. The Village may construct buildings, fences and other structures of any kind within any portion of the Property which is not part of the Modified Easement Area.

(SIGNATURE PAGES TO FOLLOW)

**VILLAGE OF PLEASANT PRAIRIE**

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

ATTEST:

\_\_\_\_\_  
Jane C. Snell, Village Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  ) SS:  
COUNTY OF KENOSHA    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by John P. Steinbrink, President, and Jane C. Snell, Clerk, of the Village of Pleasant Prairie.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## WISCONSIN ELECTRIC POWER COMPANY

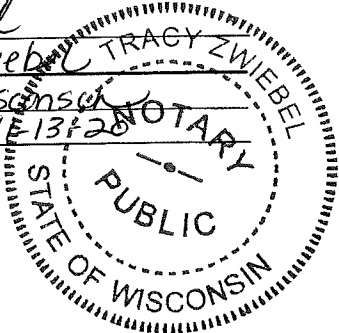
By: Tony M. Peters  
 Name: Tonya M. Peters  
 Title: manager of property management

## ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) SS:  
 COUNTY OF Milwaukee )

This instrument was acknowledged before me on this 20<sup>th</sup> day of May, 2018  
 by Tonya M. Peters, the Manager of of Wisconsin Electric Power Company.  
Property Management

Tracy Zwiebel  
 Name: Tracy Zwiebel  
 Notary Public, State of Wisconsin  
 My commission expires: 1/13/20



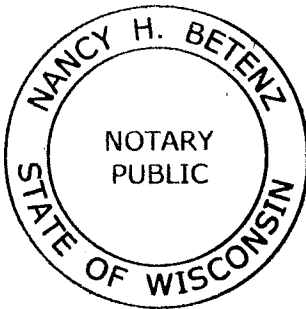
## WISCONSIN BELL INC. d/b/a AT&amp;T WISCONSIN

By: Matthew D. Grimm  
 Name: Matthew D. Grimm  
 Title: Row Manager

## ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) SS:  
 COUNTY OF Daukesha )

This instrument was acknowledged before me on this 21<sup>ST</sup> day of May, 2019  
 by Matthew D. Grimm the Row Manager of Wisconsin Bell Inc. d/b/a AT&T  
 Wisconsin.



Nancy H. Betenz  
 Name: Nancy H. Betenz  
 Notary Public, State of Wisconsin  
 My commission expires: 8/13/21



SPECTRUM MID-AMERICA,  
By Charter Communications, Inc., Its Manager

LLC,

By: Ralph Newcomb  
Name: Ralph Newcomb  
Title: AUP Wisconsin

### ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) SS:  
COUNTY OF Dane )

This instrument was acknowledged before me on this 25<sup>th</sup> day of June, 2019  
by Ralph Newcomb, the AUP Field Ops of Charter Communications, Inc., the  
Manager of Spectrum Mid-America, LLC

Jenny L. Morin  
Name: Jenny L. Morin  
Notary Public, State of Wisconsin  
My commission expires: 5/25/2021

This instrument drafted by:  
Atty. Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli, S.C.  
6301 Green Bay Road  
Kenosha, WI 53142  
262-657-3500

**EXHIBIT A****Legal Description of Property**

Lot 1 of Certified Survey Map No. 1332, recorded with the Kenosha County Register of Deeds office on February 26, 1990, as Document No. 837482, together with the following portion of Outlot 1 of Certified Survey Map No. 2871, recorded with the Kenosha County Register of Deeds office on July 26, 2018 as Document No. 1824323:

Tax Parcel No. 92-4-122-193-0151



EXHIBIT B  
DESCRIPTION OF MODIFIED EASEMENT AREA

Description of a Proposed Eight (8) foot wide General Utility Easement:

The Southerly Eight (8) feet of the following described parcel: Parcel 1 of Certified Survey Map No. 1332, a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on February 26, 1990 as Document No. 837482, together with that part of Outlot 1 of Certified Survey Map No. 2871 (C.S.M. No. 2871), a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on July 26, 2018 as Document No. 1824323, bounded and described as follows: Beginning at the Northwestern corner of Parcel 1 of Certified Survey Map No. 1332 (C.S.M. No. 1332), a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on February 26, 1990 as Document No. 837482; run thence N15°06'52"W, 10.00 feet; thence N75°55'10"E, 100.00 feet parallel with the Northerly line of Parcel 1 of said C.S.M. No. 1332; thence N73°09'12"E, 145.00 feet; thence S15°06'52"E, 91.25 feet parallel with the Easterly line of Parcel 1 of said C.S.M. No. 1332 to the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of 104th Street - State Trunk Highway "165" (S.T.H. "165"); thence S73°09'12"W, 71.28 feet along the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of said 104th Street - S.T.H. "165" to a point of curvature to the right, having a Southeasterly convexity, a radius of 2769.79 feet and a chord bearing and distance of S74°07'22"W, 73.69 feet; thence Southwesterly 73.69 feet along the arc of said curve, the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of said 104th Street - S.T.H. "165" to the Southeasterly corner of Parcel 1 of said C.S.M. No. 1332; thence N15°06'52"W, 80.00 feet along the Easterly line of Parcel 1 of said C.S.M. No. 1332 to the Northeasterly corner of Parcel 1 of said C.S.M. No. 1332; thence S75°55'10"W, 100.00 feet along the Northerly line of Parcel 1 of said C.S.M. No. 1332 to the Northwestern corner of Parcel 1 of said C.S.M. No. 1332 and the point of beginning of this description. Said land being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. **4301973**

IO NO. **75665**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF PLEASANT PRAIRIE**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land 12 feet in width being a part of the Grantor's premises described as **Parcel 1, Certified Survey Map No. 1332**; said CSM being recorded in the office of the Register of Deeds for Kenosha County, Wisconsin in Volume 1384 of Records on Pages 440-443 as Document No. 837482; said premises being located in the **Southwest 1/4 of Section 19, Township 1 North, Range 22 East**, Village of Pleasant Prairie, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

**RETURN TO:**

We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

92-4-122-193-0151  
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.



Grantor:

VILLAGE OF PLEASANT PRAIRIE

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Personally came before me in Kenosha County, Wisconsin on \_\_\_\_\_, 2019,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of the **VILLAGE OF PLEASANT PRAIRIE**, for the municipal corporation, by its authority, and adopted by its Village Board  
on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

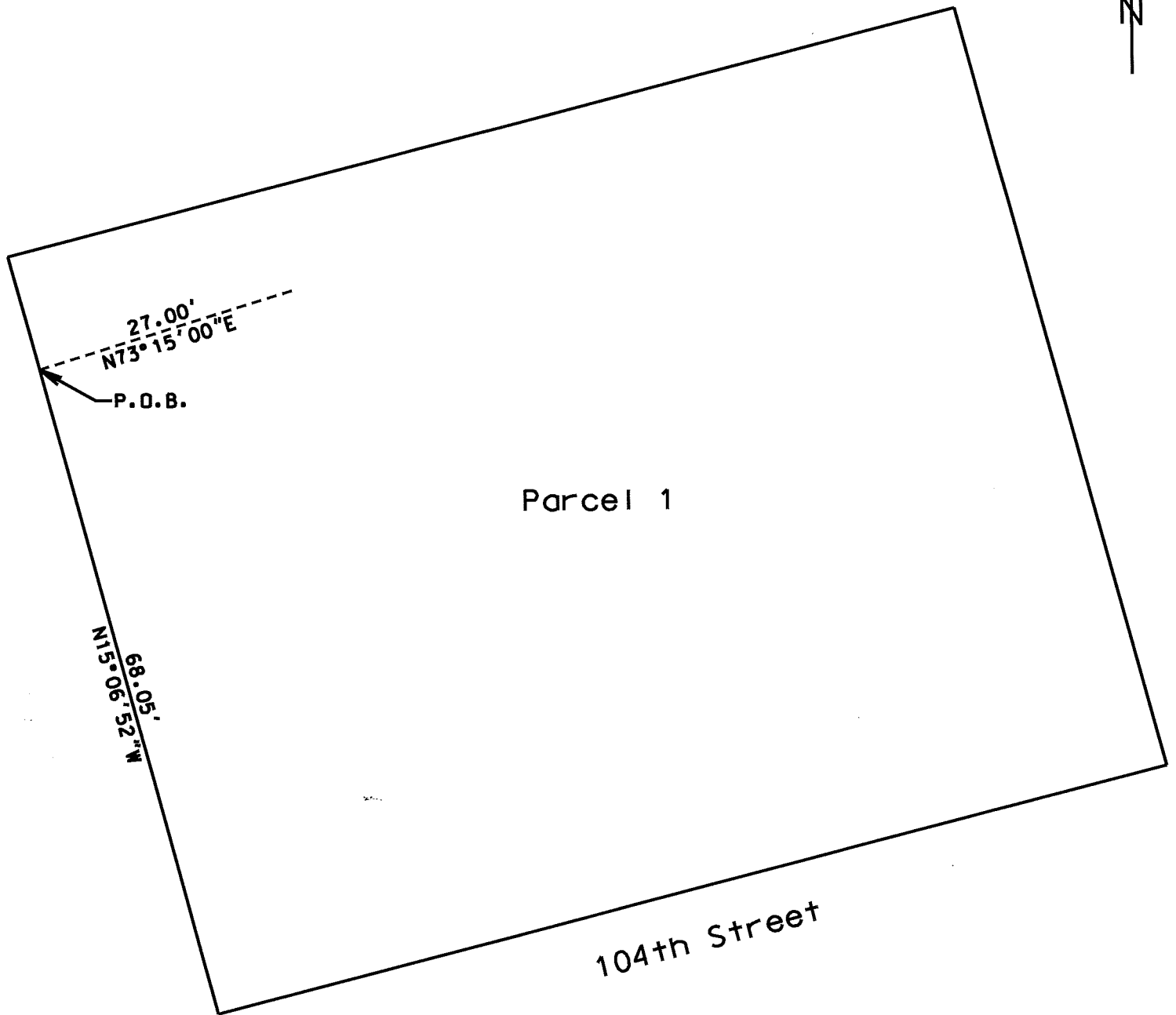
\_\_\_\_\_  
Notary Public Name (Typed or Printed)

My commission expires \_\_\_\_\_

(NOTARY STAMP/SEAL)

----- = C/L 12' wide We-Energies Easement

161



Parcel 1

104th Street



EXHIBIT "A"

C.S.M. No.1332  
S.W.  $\frac{1}{4}$  Sec.19-1-22  
Village of Pleasant Prairie  
Kenosha County, WI

DRAWN BY: T.Turner

DATE: 02/07/19

WR NUMBER: 4301973





## **AGENDA ITEM COVER**

### **Plan Commission**

### **January 13, 2020**

#### **AGENDA ITEM TITLE:**

**Public Hearing and consideration of a Floodplain Boundary Adjustment for the request of Matt Fineour, PE, Village Engineer to remove 180.9 cu. ft. of 100-year floodplain and create 202.5 cu. ft. of 100-year floodplain for the reconstruction of the Village STH 165 Lift Station located at 11350 104th St.**

**PROPOSED BY: Community Development**

**FISCAL IMPACT: Yes**

**AGENDA CATEGORY: Action**

**BUDGETED: No**

**MEETING TYPE REQUIRED:**

**Public Hearing**

**BUDGET TYPE:**

**TID**

**STRATEGIC INITIATIVE: No**

## **SUMMARY:**

As part of the expansion of the STH 165 Lift Station project, the 100-year floodplain is proposed to be amended on the property. Specifically, the Village proposes to fill 180.9 cubic feet of 100-year floodplain and create 202.5 cubic feet of 100-year floodplain on the east side of the site so that the building and site improvements will be located outside of the 100-year floodplain. The proposed Floodplain Boundary Adjustment shows that the 100-year floodplain modification complies with the following Village requirements:

- The floodplain boundary adjustment is consistent with Section 420-131 of the Village Zoning Ordinance and not in conflict with the applicable rules of the WI DNR and FEMA.
- The areas being removed from the floodplain are contiguous to land lying outside the floodplain and the flood storage capacity being removed from the floodplain has a corresponding equal or greater volume of flood storage capacity in the vicinity of the removal, to compensate for the lost flood storage capacity.
- The land removed from the floodplain will be filled to an elevation at least two (2) feet above the elevation of the floodplain.
- Areas of compensating flood storage capacity are draining to the receiving stream.
- Land removed from the floodplain will be filled to an elevation at least two (2) feet above the elevation of the floodplain.

Permits will be obtained from the WI DNR and FEMA to adjust the floodplain. Prior to work commencing it is recommended, but not being required, that a Conditional Letter of Map Revision (CLOMR) be obtained. However; when the work is complete a Letter of Map Revision (LOMR) shall be obtained from FEMA. Upon receipt of the LOMR the Village will amend the Land Use Plan Map, Zoning Map and Zoning Text.

This project to part of TID 2 public improvements funded by the Escrow.

CODE1911-004

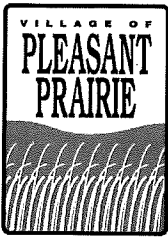


**STAFF RECOMMENDATION:**

Village Staff recommends that the Plan Commission and send a favorable recommendation to the Village Board approve the Floodplain Boundary Adjustment subject to the following conditions:

1. An Erosion Control Permit Application along with plans and specifications (paper and electronic copy) will be issued prior to work commencing.
2. Upon completion of the Floodplain Boundary Adjustment grading work, an as-built survey and final floodplain calculations shall be submitted to verify the compliance with design plans. The as-built survey and calculations shall be reviewed by the Village and the WI DNR prior to being re-submitted to FEMA for final review and approval. Upon review of the documents by the Village and WI DNR, the petitioner shall submit and receive a final FEMA LOMR.
3. After the FEMA LOMR is issued the Village will set the required public hearings to amend the Comprehensive Land Use Map and the Village Zoning Map and Text to reflect the revised floodplain boundary adjustment.

[Application.pdf](#)



## FLOODPLAIN BOUNDARY ADJUSTMENT APPLICATION

Proposed Project: STH 165 Lift Station Replacement

Check all that apply:

- ☒ Amend the Flood Fringe Area
- ☐ Amend the Floodway

Property Location: 104th Street

Tax Parcel Number(s): 92-4-122-193-0151

Legal Description: Parcel 1 CSM 1332

Abutting navigable waterway: Des Plaines River

Reason and Purpose of Project: Replace existing public sanitary sewer lift station

### PROJECT SPECIFICATIONS

Total Volume to be removed from the Floodplain: 6.7 CY = 180.9 cu.ft cu. ft.

Total Volume to be created (added) to the Floodplain: 7.5 CY = 202.5 cu.ft. cu. ft.

Type of fill to be used: Soil (clay and topsoil)

Project Time Frame (Start Date): May 1, 2020 (Completion Date): May 1, 2021

### At a minimum the following shall be included with the application:

- ☒ Detailed Engineering Plans for the proposed work, as designed and certified by a Wisconsin Licensed Professional Engineer drawn to scale not less than 1" = 20'. Three (3) full size plans and a pdf copy shall be submitted. The plans shall include at a minimum:
  - o detailed grading and drainage plan
  - o site boundaries with dimensions and legal description
  - o existing and proposed structures
  - o existing and proposed easements, streets and other public ways and utilities
  - o the location of structures and use of abutting properties including their location
  - o off street parking, loading areas, and driveways
  - o existing highway access restrictions
  - o the location of any wetland boundaries
  - o the Ordinary High Water Mark (OHWM), as determined by the WI DNR, with a note on the plan that states: OHWM as determined by the WI DNR on \_\_\_\_\_, 20\_\_
  - o the location of any 100-year floodplain (floodway and floodfringe)
  - o the location of the 100-year floodplain to be removed
  - o the location of the 100-year floodplain to be created
  - o existing and proposed street, side, rear and shoreland setbacks
  - o any natural features such as woods, terrain, etc., which would tend to restrict the development of the parcel
  - o the location and size of any septic field, holding tank and/or well;
  - o other pertinent information as required by the Village
- ☐ Application Fee and Pre-Development Agreement.



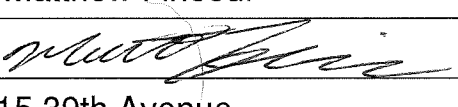
I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

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

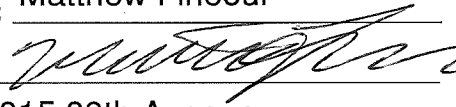
**PROPERTY OWNER:**

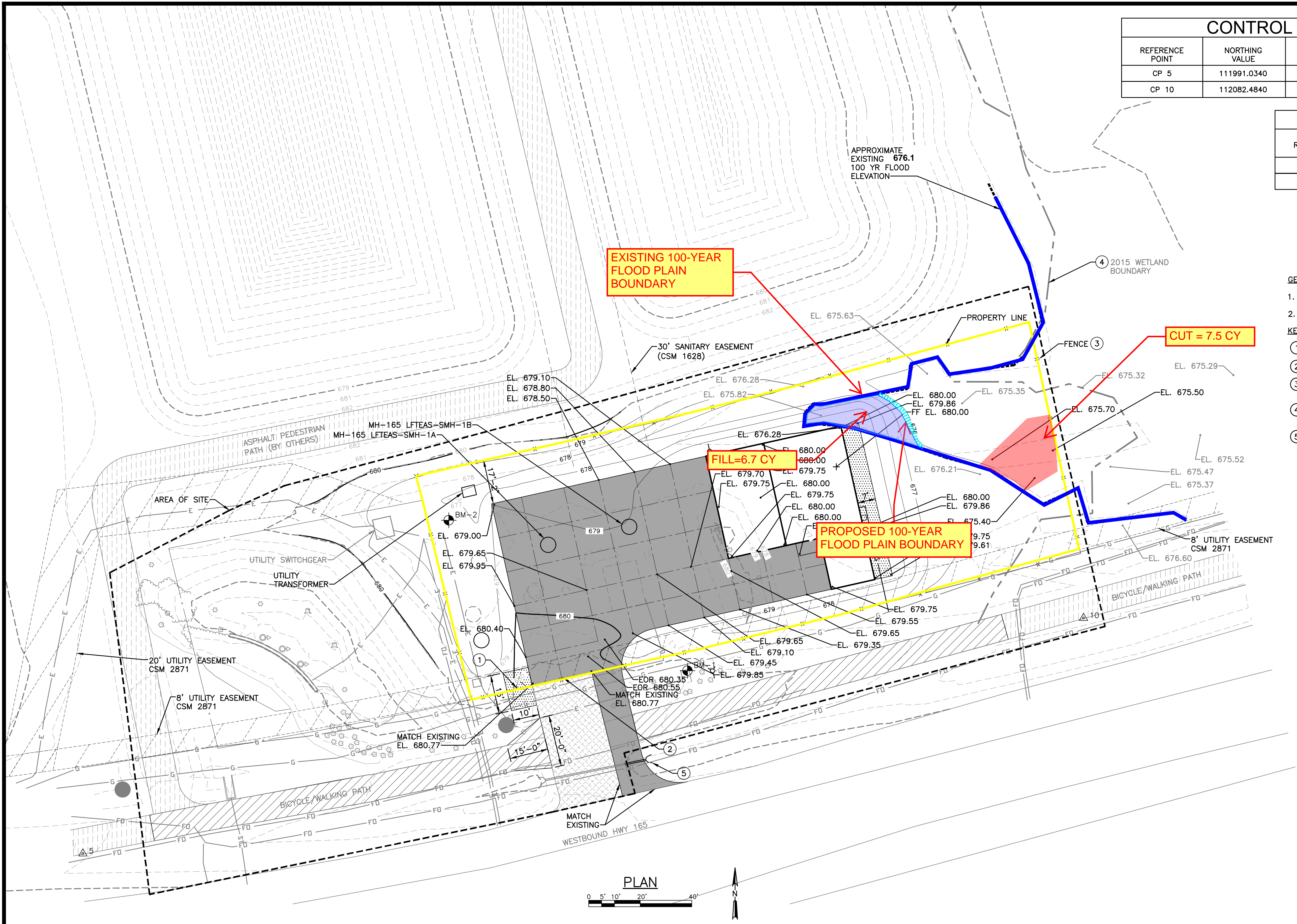
Print Name: Village of Pleasant Prairie  
 Signature:   
 Address: 9915 39th Avenue  
Pleasant Prairie WI 53158  
 (City) (State) (Zip)  
 Phone: 262-925-6717  
 Fax: N/A  
 Email: tshircel@pleasantprairiewi.gov  
 Date: October 25, 2019

**APPLICANT/AGENT:**

Print Name: Matthew Fineour  
 Signature:   
 Address: 9915 39th Avenue  
Pleasant Prairie WI 53158  
 (City) (State) (Zip)  
 Phone: 262-925-6778  
 Fax: N/A  
 Email: mfineour@pleasantprairiewi.gov  
 Date: October 21, 2019

**LICENSED WISCONSIN PROFESSIONAL ENGINEER:**

Firm Name: Village of Pleasant Prairie  
 Print Name: Matthew Fineour  
 Signature:   
 Address: 9915 39th Avenue  
Pleasant Prairie WI 53158  
 (City) (State) (Zip)  
 Phone: 262-925-6778  
 Fax: N/A  
 Email: mfineour@pleasantprairiewi.gov



CONTROL POINT SCHEDULE				
REFERENCE POINT	NORTHING VALUE	EASTING VALUE	ELEVATION	DESCRIPTION
CP 5	111991.0340	596195.5530	683.98	MAG NAIL
CP 10	112082.4840	596583.8770	678.15	MAG NAIL

BENCHMARKS		
REFERENCE POINT	ELEVATION	DESCRIPTION
BM-1	680.53	CHISELED SQUARE ON CONCRETE PAD
BM-2	677.48	CHISELED "X" ON CONCRETE PAD

COMPENSATORY STORAGE SUMMARY  
CUT AREA: 672 SQ FT  
CUT VOLUME: 7.5 CU YARD  
FILL AREA: 603 SQ FT  
FILL VOLUME: 6.7 CU YARD  
NET FLOODPLAIN CUT/FILL: 0.8 CU YARD (CUT)

- GENERAL NOTES:
- 100 YR FLOOD EL. **676.1**
  - SURVEY BASED ON NAVD 88 DATUM.
- KEY NOTES:
- 3'-0" SWING GATE.
  - 28'-0" SLIDING GATE OPENS TO EAST.
  - PROVIDE FENCE AS SPECIFIED AND SHOWN. LOCATE FENCE ON PROPERTY LINE. **99-C5.01**
  - INSTALL ORANGE PLASTIC SNOW FENCING ALONG WETLAND BOUNDARY.
  - EXTEND EXISTING 18" RCP CULVERT. PROVIDE NEW APRON AND REGRADE DITCH TO NEW CULVERT LOCATION.

- LEGEND:
- EXISTING ASPHALT PAVEMENT
  - EXISTING CONCRETE PAVEMENT
  - EXISTING GRAVEL
  - NEW CONCRETE PAVEMENT **A 05-C1.02**
  - NEW ASPHALT PAVEMENT **F 99-C5.01**
  - NEW SIDEWALK **G 99-C5.01**

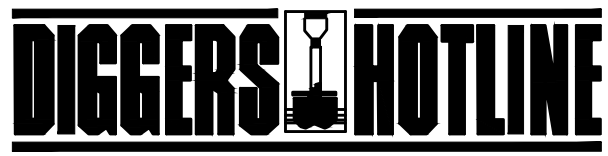
DATE:						
07/10/2019						
REVISIONS						
		NO.	DESCRIPTION	DATE	BY	CHK
FINAL OWNER REVIEW		1				

**SITE GRADING PLAN**  
STH 165 LIFT STATION  
PLEASANT PRAIRIE  
KENOSHA, WISCONSIN

**JOB NO.**  
4497.002  
**PROJECT MGR.**  
KEVIN BERG



**SHEET**  
**10**  
**05-C1.01**



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





## **AGENDA ITEM COVER**

### **Plan Commission**

### **January 13, 2020**

#### **AGENDA ITEM TITLE:**

**Public Hearing and consideration of Plan Commission Resolution #20-01 for a Comprehensive Plan Amendment for the request of Matt Fineour, PE, Village Engineer to amend the Land Use Plan related to the additional land being acquired for the reconstruction of the Village STH 165 Lift Station located at 11350 104th St..**

**PROPOSED BY: Community Development**

**FISCAL IMPACT: Yes**

**AGENDA CATEGORY: Resolution**

**BUDGETED: No**

**MEETING TYPE REQUIRED:**

**Public Hearing**

**BUDGET TYPE:**

**TID**

**STRATEGIC INITIATIVE: No**

#### **SUMMARY:**

**The Land Use Map is proposed to be amended to place the property, including the property that is proposed to be added as part of the Lot Line Adjustment for the expansion of the STH 165 Lift Station, within the Freeway Office Commercial land used designation from the Other Transportation, Communications and Utilities; and Park, Recreational and Other Open Space land use designations. The location of the 100-year floodplain designation will remain unchanged until after the adjustment is completed. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be amended to reflect the above noted change to the 2035 Land Use Plan Map 9.9.**

**This project to part of TID 2 public improvements funded by the Escrow.**  
**CODE1911-002**

#### **STAFF RECOMMENDATION:**

**Village Staff recommends that the Plan Commission adopt Plan Commission Resolution #20-01 and send a favorable recommendation to the Village Board to approve the Comprehensive Plan Amendment as presented.**

PC Res #20-01.pdf

Application.pdf



**VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION  
RESOLUTION #20-01  
TO AMEND THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
2035 COMPREHENSIVE PLAN**

**WHEREAS**, on December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* (Comprehensive Plan); and

**WHEREAS**, the 2035 Comprehensive Land Use Plan Map 9.9 sets forth that the generalized land use designations of the Village shall be consistent with other components of the Comprehensive Plan including the Village Zoning Map; and

**WHEREAS**, the Village will be acquiring additional land for the reconstruction of the STH 165 Lift Station located at 11350 104<sup>th</sup> Street as shown on **Exhibit 1** (Tax Parcel Numbers 92-4-122-193-0151 and a part of 92-4-122-193-0710); and

**WHEREAS**, the 2035 Land Use Plan Map 9.9 is proposed to be amended to place the entire property, including the additional land being acquired into the Freeway Office Commercial land use designation with the exception of the land located within the 100-year floodplain at this time, on the Village 2035 Land Use Plan Map 9.9; and

**WHEREAS**, on December 13, 2019 the required 30-day notice was published in the Kenosha News and notices were sent to property owners within 300 feet for the January 13, 2020 public hearing being held by the Village Plan Commission.

**NOW THEREFORE, BE IT RESOLVED**, that pursuant to Sections 62.23 (3) (b) and 66.1001 (4) (b) of the Wisconsin Statutes, the Village of Pleasant Prairie Plan Commission hereby recommends approval of the following amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan:

1. To amend the Village 2035 Land Use Plan Map 9.9 to change the properties as shown in **Exhibit 1**, into the Freeway Office Commercial land use designation with the exception of the land located within the 100-year, which will remain unchanged at this time and amended at a later date upon approval of the floodplain boundary adjustment; and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

**BE IT FURTHER RESOLVED** that the Plan Commission does hereby recommend that the Village Board enact an Ordinance adopting said amendments, as referenced above, to the *Village of Pleasant Prairie 2035 Comprehensive Plan*.

**Adopted this 13<sup>th</sup> day of January 2020**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

\_\_\_\_\_  
Debra Skarda  
Secretary

\_\_\_\_\_  
Michael J. Serpe  
Plan Commission Chairman

Date Posted: \_\_\_\_\_  
01-Comp Plan Amend- LU amend-STH 165 Lift Station  
CODE1911-002

# Exhibit 1

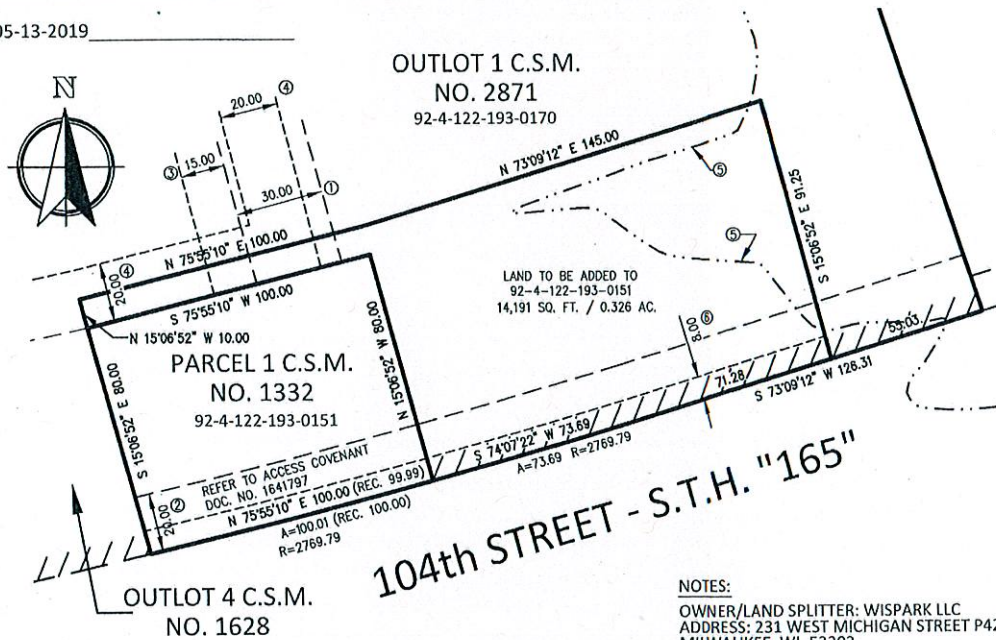
This amendment includes Parcel 1 of CSM 1332 and the area included in the this lot line adjustment.

## LOT LINE ADJUSTMENT EXHIBIT DRAWING

BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1332 TOGETHER WITH PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2871, BOTH BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

Description of land to be added to Parcel No. 92-4-122-193-0151: That part of Outlot 1 of Certified Survey Map No. 2871 (C.S.M. No. 2871), a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on July 26, 2018 as Document No. 1824323, bounded and described as follows: Beginning at the Northwesterly corner of Parcel 1 of Certified Survey Map No. 1332 (C.S.M. No. 1332), a map recorded in the Register of Deeds office for Kenosha County, Wisconsin on February 26, 1990 as Document No. 837482; run thence N15°06'52"W, 10.00 feet; thence N75°55'10"E, 100.00 feet parallel with the Northerly line of Parcel 1 of said C.S.M. No. 1332; thence N73°09'12"E, 145.00 feet; thence S15°06'52"E, 91.25 feet parallel with the Easterly line of Parcel 1 of said C.S.M. No. 1332 to the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of 104th Street - State Trunk Highway "165" (S.T.H. "165"); thence S73°09'12"W, 71.28 feet along the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of said 104th Street - S.T.H. "165" to a point of curvature to the right, having a Southeasterly convexity, a radius of 2769.79 feet and a chord bearing and distance of S74°07'22"W, 73.69 feet; thence Southwesterly 73.69 feet along the arc of said curve, the Southerly line of Outlot 1 of said C.S.M. No. 2871 and the Northerly right-of-way line of said 104th Street - S.T.H. "165" to the Southeasterly corner of Parcel 1 of said C.S.M. No. 1332; thence N15°06'52"W, 80.00 feet along the Easterly line of Parcel 1 of said C.S.M. No. 1332 to the Northeasterly corner of Parcel 1 of said C.S.M. No. 1332; thence S75°55'10"W, 100.00 feet along the Northerly line of Parcel 1 of said C.S.M. No. 1332 to the Northwesterly corner of Parcel 1 of said C.S.M. No. 1332 and the point of beginning of this description. Said land being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin. Containing 14,191 square feet or 0.326 acre.

05-13-2019



### NOTES:

OWNER/LAND SPLITTER: WISPARK LLC  
ADDRESS: 231 WEST MICHIGAN STREET P423  
MILWAUKEE, WI. 53203

BEARINGS BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE.  
BASED UPON NAD 1927. THE SOUTH LINE OF  
SW 1/4 SEC. 19-1-22 IS ASSUMED TO BEAR  
N 89°44'44" E.

REFER TO A CURRENT TITLE REPORT FOR  
EASEMENTS, RESTRICTIONS, CONDITIONS,  
ETC. WHICH MAY AFFECT THE SITE.

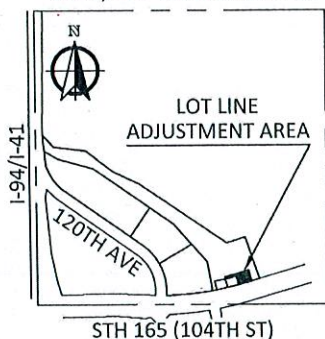
### LEGEND:

- ① EXISTING 30' SANITARY SEWER EASEMENT
- ② EXISTING 20' GENERAL UTILITY EASEMENT
- ③ EXISTING 15' SANITARY SEWER AND ACCESS EASEMENT
- ④ EXISTING 20' MULTI USE PATHWAY, ACCESS AND MAINTENANCE EASEMENT
- ⑤ EXISTING FLOODPLAIN PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT AREA
- ⑥ PROPOSED 8' GENERAL UTILITY EASEMENT

////// EXISTING NO VEHICULAR ACCESS

### LOCATION MAP

SW 1/4 OF SECTION 19-1-22



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbcsc.net

2014.0037.06  
SHEET 1 OF 2 SHEET





## COMPREHENSIVE PLAN AMENDMENT

I (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie 2035 Comprehensive Plan as hereinafter requested related to the following property:

Property Location: 11350 104th Street

Legal Description: see attached

Tax Parcel Number(s): 92-4-122-193-0151 and part of 92-4-122-193-0170

### Check all that apply

☒ Land Use Plan Amendment:

To change the land use designation from Other Transportation, Communications and utilities  
to Commercial Lands (Freeway Office) (floodplain area will remain unchanged at this time)

☐ Neighborhood Plan Amendment to \_\_\_\_\_ Neighborhood

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

Petitioner's interest in the requested amendment:

The land use is compatible with the existing land uses and the lift station is being reconstructed and enlarged to service the surrounding commercial and industrial related development. Note: The 100-year floodplain will be amended upon completion of the floodplain boundary adjustment.

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

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

### PROPERTY OWNER:

Print Name: Thomas Shircel, Assistant Village Administrator

Signature: [Signature]

Address: 9915 39th Ave

Pleasant Prairie WI 53158

(City) (State) (Zip)

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

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

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

Date 11-20-19

Community Development Department, 9915 39<sup>th</sup> Avenue, Pleasant Prairie WI 53158

### APPLICANT/AGENT:

Print Name: Matt Fineour, PE Village Engineer

Signature: [Signature]

Address: 9915 39th Ave

Pleasant Prairie WI 53158

(City) (State) (Zip)

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

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

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

Date 11-20-19

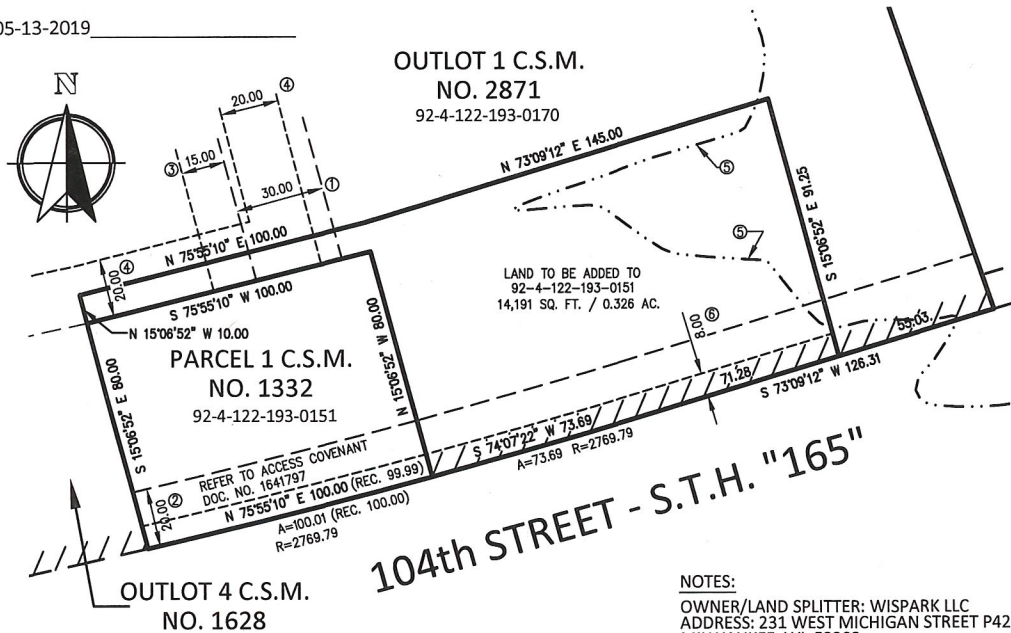
262-925-6717

## LOT LINE ADJUSTMENT EXHIBIT DRAWING

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05-13-2019



### NOTES:

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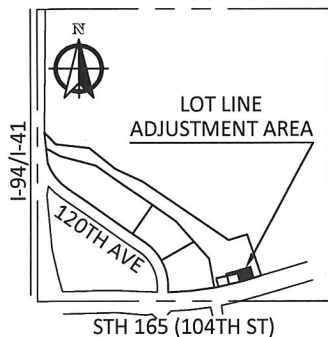
REFER TO A CURRENT TITLE REPORT FOR  
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### LEGEND:

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- ⑥ PROPOSED 8' GENERAL UTILITY  
EASEMENT

////// EXISTING NO VEHICULAR ACCESS

LOCATION MAP  
SW 1/4 OF SECTION 19-1-22



50' 0' 50'

SCALE 1"=50'



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

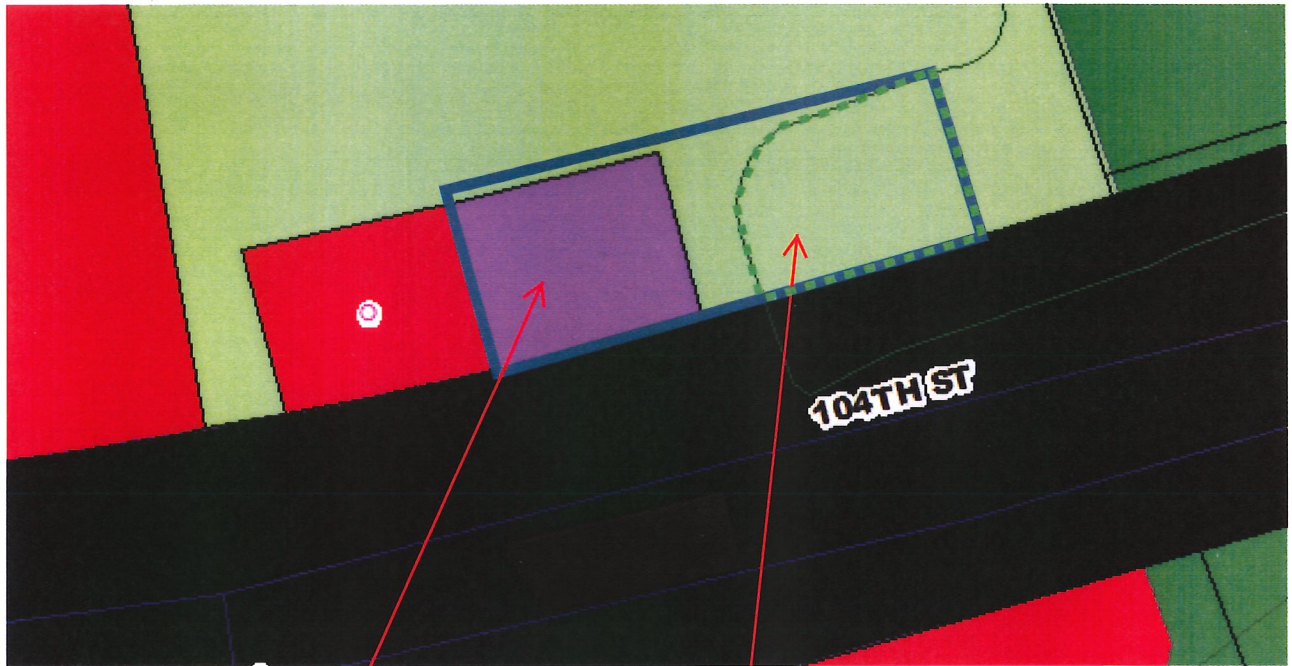
1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbnc.net

2014.0037.06  
SHEET 1 OF 2 SHEET



## Land Use Map Amendment



Adjusted lot area  
excluding 100-year  
floodplain to be  
changed to the  
Freeway Office  
Commercial land  
use designation.

100-year floodplain  
area to remain  
unchanged



## AGENDA ITEM COVER

### Plan Commission

### January 13, 2020

#### AGENDA ITEM TITLE:

Public Hearing and consideration of a Zoning Map Amendment for the request of Matt Fineour, PE, Village Engineer to rezone the property for the reconstruction of the Village STH 165 Lift Station located at 11350 104th Street into the B-5, Freeway Office District.

**PROPOSED BY:** Community Development

**FISCAL IMPACT:** Yes

**AGENDA CATEGORY:** Ordinance

**BUDGETED:** No

**MEETING TYPE REQUIRED:**

Public Hearing

**BUDGET TYPE:**

TID

**STRATEGIC INITIATIVE:** No

#### SUMMARY:

The property, including the property that is proposed to added as part of the Lot Line Adjustment for the expansion of the STH 165 Lift Station is proposed to be rezoned into the B-5, Freeway Office District from the PR-1 (PUD), Neighborhood Park and Recreation District with an Urban Landholding Overlay District. The areas zoned FPO, Floodplain Overlay District will remain unchanged at this time. The Zoning Map Amendment as proposed will be consistent with the Land Use Map Amendment previously discussed.

This project to part of TID 2 public improvements funded by the Escrow.  
CODE1911-003

#### STAFF RECOMMENDATION:

Village Staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Map Amendment subject to recording the Lot Line Adjustment.





## ZONING MAP AMENDMENT APPLICATION

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

Property Location: 11350 104th Street

Legal Description: See attached

Tax Parcel Number(s): 92-4-122-193-0151 and part of 92-4-122-193-0170

Existing Zoning District(s): B-5 ~~PR-1~~ and PR-1 (PUD)

Proposed Zoning District(s): B-5 (land zoned FPO will remain unchanged at this time)

Proposed Use: Expansion of Village Lift Station

Compatibility with Adjacent Land Uses:

The land use is compatible with the existing land uses and the lift station is being reconstructed and enlarged to service the surrounding commercial and industrial related development. Note: The 100-year floodplain will be amended upon completion of the floodplain boundary adjustment.

**If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.**

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

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

### PROPERTY OWNER:

Print Name: Thomas Shircel, Assistant Village Administrator

Signature: [Signature]

Address: 9915 39th Avenue

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

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

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

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

Date 11-20-19

### APPLICANT/AGENT:

Print Name: Matt Fineour, P.E. Village Engineer

Signature: [Signature]

Address: 9915 39th Avenue

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

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

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

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

Date 11-20-19

Community Development Department, 9915 39<sup>th</sup> Avenue, Pleasant Prairie WI 53158

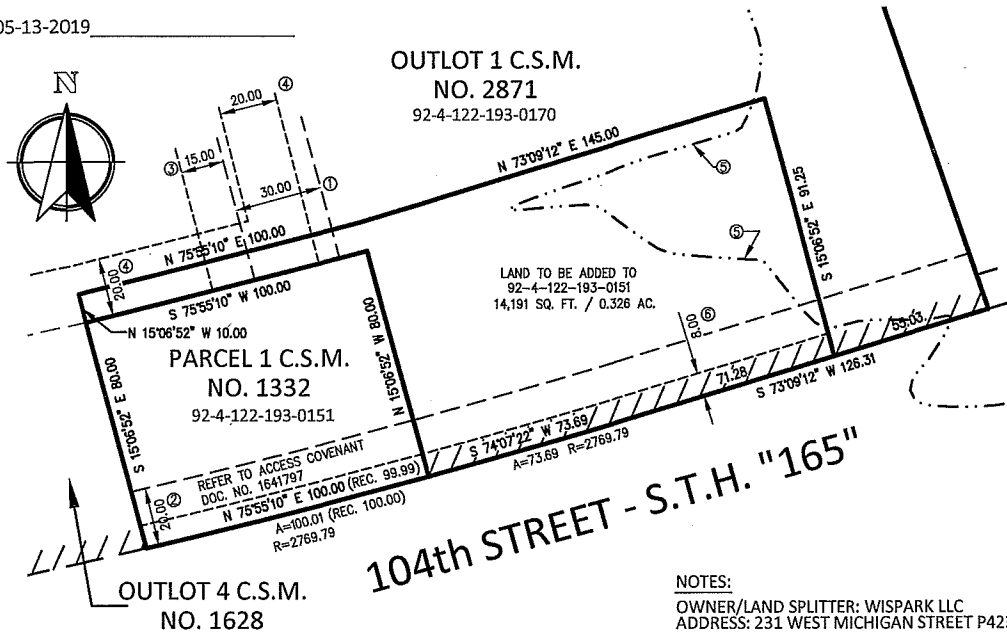
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05-13-2019



### NOTES:

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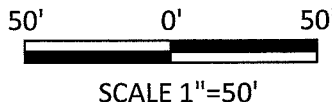
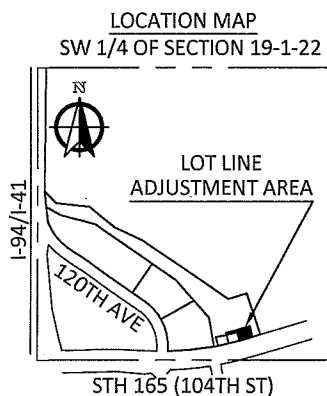
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AND ACCESS EASEMENT
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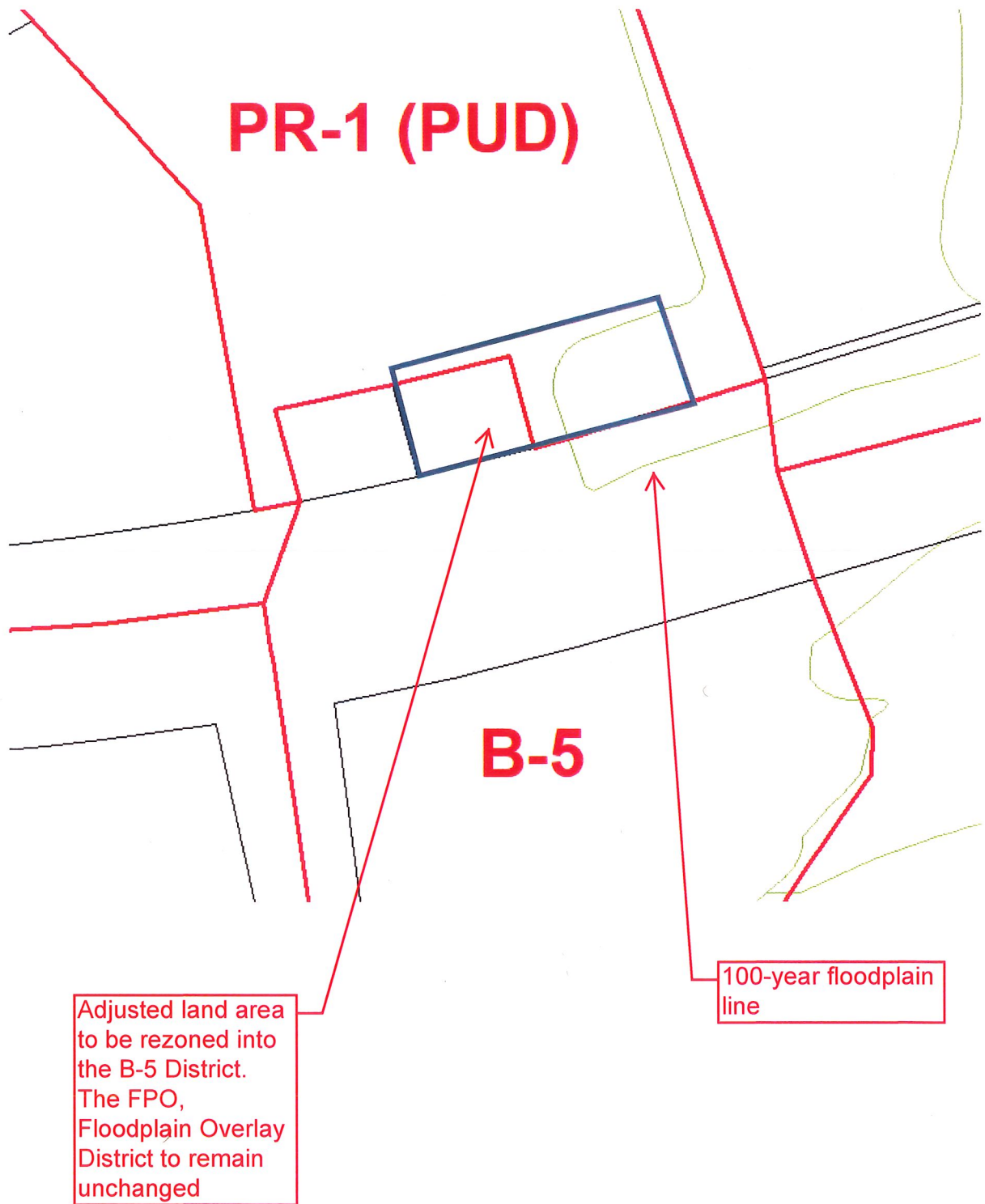
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1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbssc.net

2014.0037.06  
SHEET 1 OF 2 SHEET



## Zoning Map Amendment





## **AGENDA ITEM COVER**

### **Plan Commission**

### **January 13, 2020**

#### **AGENDA ITEM TITLE:**

**Public Hearing and consideration of a Conditional Use Permit including Site and Operational Plans for the request of Matt Fineour, PE, Village Engineer for the reconstruction of the Village STH 165 Lift Station located at 11350 104th Street.**

**PROPOSED BY: Community Development**

**FISCAL IMPACT: Yes**

**AGENDA CATEGORY: Action**

**BUDGETED: No**

**MEETING TYPE REQUIRED:**

**Public Hearing**

**BUDGET TYPE:**

**TID**

**STRATEGIC INITIATIVE: No**

#### **SUMMARY:**

**This project includes demolishing the existing “interim” Lift Station and replacing it with a new 2,174 square foot permanent lift station to serve sewer customer needs on the west side of the Des Plaines River. The Lift Station will be owned and operated by the Village of Pleasant Prairie Sewer Utility. The site will be enclosed with an 8 foot high black vinyl coated fence (without barbed wire).**

**This project to part of TID 2 public improvements funded by the Escrow.**  
**DEV1911-008**

#### **STAFF RECOMMENDATION:**

**Village Staff recommends that the Plan Commission approve the Conditional Use Permit including Site and Operational Plans subject to the comments and conditions in the attached Village Staff Report.**



## VILLAGE STAFF REPORT OF JANUARY 13, 2020

### **PUBLIC HEARING COMMENTS:**

*As a part of the hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described below:*

### **Findings of Fact**

1. The petitioner is requesting approval of a **Conditional Use Permit including Site and Operational Plans** for the reconstruction of the STH 165 Lift Station located at 11350 104<sup>th</sup> Street. (**Exhibit A**).
2. The subject property is known as Parcel 1 of CSM 1332 and part of Outlot 1 of CSM 2871 located in U.S. Public Land Survey Section 19, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Numbers 92-4-122-193-0151 and a part of 92-4-122-193-0710. A discussed previously a Lot Line Adjustment is being completed with WisPark LLC to create a 22,191 square foot parcel for the new lift station.
3. The subject property is proposed to be rezoned into the B-5, Freeway Office District (as discussed previously at this meeting). Pursuant to Section 420-122 D (1) (e) of the Village Zoning Ordinance, a utility substation building (only as a principal use on its own property) is allowed in the B-5 District with the approval of a Conditional Use Permit issued by the Plan Commission.
4. The project includes demolishing the existing "interim" Lift Station and replacing it with a new 2,174 square foot permanent lift station to serve sewer customer needs on the west side of the Des Plaines River. The Lift Station will be owned and operated by the Village of Pleasant Prairie Sewer Utility. The site will be enclosed with an 8 foot high black vinyl coated fence (without barbed wire).
5. Part of this project includes a floodplain boundary adjustment, as discussed previously at this meeting) to remove 180.9 cu. ft. of 100-year floodplain and create 202.5 cu. ft. of 100-year floodplain on the east side of the site so that the building and associated improvements are located outside of the 100-year floodplain.
6. Pursuant to Section 420-148 B (120) of the Village Zoning Ordinance, Utility substation building (only as a principal use on its own lot) are allowed with the following conditions:
  - a. The minimum lot size shall be a lot large enough to accommodate the applicable principal building and to reduce the setbacks required in the underlying district to all property lines and wetlands to not less than 10 feet as approved by the Plan Commission to allow for proper landscaping and screening.
  - b. The minimum lot frontage on a public street shall be 50 feet.
  - c. The minimum gross floor area requirement shall not be applicable.
  - d. All utility substations shall be securely fenced, landscaped, screened and marked with appropriate warning signs.
7. Notices were sent to adjacent property owners via regular mail on December 13, 2019 and the required notice was published in the Kenosha News on December 27, 2019 and January 6, 2020.
8. The petitioner was provided a copy of this Report on January 10, 2020.

9. According to the Village's Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit.

**Village Staff Conclusions and Recommendation:**

***The Village staff has determined that based upon the foregoing information presented in the application and at the public hearing that the project meets the following standards for granting of a Conditional Use Permit in that the project:***

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;
- the proposed and applied for use on this particular parcel is not inherently inconsistent with either the B-5 District in which it is located; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer and water services, storm water management, streets and highways and fire protection.

**Based on the foregoing information, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit as specified above; then approval of the Conditional Use Permit to use the condominium units as model units/sales office shall be approved subject to the following conditions:**

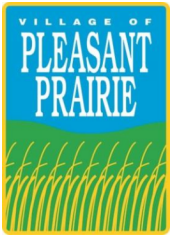
1. The following items shall be approved by the Village Board and conditions of said approvals shall be satisfied prior to issuance of permits: Lot Line Adjustment, Floodplain Boundary Adjustment, Comprehensive Map Amendment and Zoning Map Amendment. These items are being considered by the Village Board at their January 20, 2019 meeting.
2. Compliance with the ***attached*** comments from the Building Inspection Department dated December 10, 2020.
3. Compliance with the following comments from the Village Fire & Rescue Department will be required:
  - a. Provide for Knox lock at fence gate.
  - b. Provide for 3200 series recessed Knox Box for building (in lieu of standard 4400 series).
  - c. Fire extinguishers per NFPA 10 - locations as depicted.



- d. EM lighting as required.
- 4. No use on site shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
- 5. No changes to the exterior site or building shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved model home operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
- 6. The Conditional Use Grant shall become effective upon the execution and recording of the document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the Conditional Use Permit(s) or zoning violation prosecution, or both.
- 7. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.
- 8. Upon Village the transfer of the property from WisPark to the Village, the Village staff will prepare the Conditional Use Permit Document to be executed and recorded at the Kenosha County Register of Deeds Office and property permits shall be submitted for this project.
- 9. **Prior to issuance of permit and commencement of work on the property a Pre-Construction meeting will be required (coordinate date and time with Jean Werbie-Harris when the permit applications noted above are submitted). The purpose of the preconstruction meeting is to discuss the construction, site logistics, schedule, inspection process and requirements in detail with the owner, engineer, general contractor, grading contractor, underground utility contractor, and the staff inspectors. The Design Engineer of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. The Developer's Design Engineer of Record is responsible for the following for the Pre-Con Meeting:**
  - a. Attendance at Preconstruction meeting - Developer/Design Engineer shall invite and attendance is required for the following people at the pre-con meeting – Owner, Design Engineer of Record, Project Superintendent for this project, Site Excavator, Utility Contractor and other trades as applicable.
  - b. Pre-construction agenda - A sample agenda will be provided by the Village staff to the Design Engineer. The Design Engineer shall tailor the agenda to the project and provide copies for all attendees. (Pre-con minutes shall be emailed by Design Engineer back to all attendees within 7 days of meeting).
  - c. Project construction schedule – 11" by 17" must be of readable size. Provide copy for all attendees.
  - d. Site logistics plan – identify the trailer location, site contractor directional signage, on-site contractor parking, gravel access road, travel route to the site, construction site fencing location proposed hours of operation. Provide copy for all attendees.
  - e. Final set of approved plans – bring 1 full size set and 3 reduced size sets (half size) for discussion purposes.

- f. Attendee sign in sheet – circulate at meeting.
  - g. List of emergency contact information and business cards – Owner, Design Engineer of Record, Project Superintendent for this project, Site Excavator, Underground Utilities Contractor, and General Contractor. Provide copy for all attendees.
2. **Following the pre-construction meeting all necessary permits and fees shall be paid and permits obtained from Village Building Inspection Department and construction may commence.**
5. **Other Comments:**
- a. Prior to work commencing on the site, all required permits shall be issued by the Village and all required erosion control measures shall be in place and inspected and maintained.
  - b. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be allowed from Monday through Friday from 7:00 a.m. to 10:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m., unless otherwise approved by the Plan Commission.
  - c. There shall be no construction vehicle parking or equipment storage permitted on STH 165. On-site (off-street) parking areas shall be designated to accommodate all construction related workers and site visitors.
  - d. **After the installation of the footings and foundations and prior to constructing the building, an as-built survey as stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that the buildings meets all of the required setbacks (pdf copy).**
  - e. Prior to issuance of the Certificate of Occupancy/Compliance all required landscaping, fencing and screening for the site shall be installed.
  - f. Prior to issuance of the Certificate of Occupancy/Compliance an electronic copy of an as-built plan, stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were installed per the approved site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans.
  - g. Prior to issuance of the Certificate of Occupancy/Compliance an electronic copy of the as-built record drawings of all graphical data of all private sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village in order for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
  - h. This development shall be in compliance with the Village Land Division and Development Control Ordinance, Village Municipal and Zoning Codes, Village Construction Site Maintenance and Erosion Control Ordinance, Kenosha County Ordinances and the State of Wisconsin Statutes.





## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director

From: Sandro Perez, Building Inspection Superintendent

Subject: STH 165 Lift Station

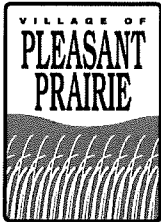
Date: December 10, 2019

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1. Building Inspection Department information:  
Hours: Mon-Fri, 7:30am-4:30pm.  
Phone# 262-694-9304  
Email: [buildinginspection@plprairiewi.com](mailto:buildinginspection@plprairiewi.com)
2. Permit applications can be found online at [pleasantprairiewi.gov](http://pleasantprairiewi.gov)
3. Inspections are performed Mon- Fri 8:00am-3:00pm except electrical inspections; those are only Tuesdays & Thursdays only, 48hr notice is required to schedule an inspection. Final occupancy inspections require coordination with multiple departments and staff members therefore a minimum of 72 hour notice is required, all MEP final inspections must be completed prior to scheduling the VTO inspection. Note: you must call and speak with a Building Inspection Department representative if no one answers leave voicemail with permit number type of inspection and desired date we will return your call and confirm the appointment.
4. We are currently inspecting to the 2015 IBC, IEBC, IMC, IECC, IFGC, 2009 ANSI A117.1, 2017 NEC (including state addendums) and WI. Plumbing code SPS 381-386.
5. Submit all applicable plans (Building, HVAC, Fire Suppression, Fire Detection, Conveyance, Plumbing, etc.) to the state for plan review (DSPS). Be aware state plan reviews currently have long lead times, plan accordingly. The state approval letter is not a permit to construct.
6. Building Inspection Department will issue permits once we receive the applicable state approval letter, plans and permit application. The following are required permits for construction: Utility (sanitary, water and storm), Early Footing and Foundation, Building, HVAC, Plumbing, Electrical and Low Voltage Electrical. No work shall commence prior to issuance of applicable permit.
7. Submit emergency egress lighting plan and energy compliance worksheets form SBD 10512 to Building Inspection Department with building plans at time of permit submittal.
8. Fire alarm systems require plan review and permit from Fire Department and Low Voltage electrical permit from Building Inspection Department.

9. Any building fire protection loop and combination water main will require approval by the Fire Department prior to issuance of exterior water plumbing permit.
10. Fire alarm systems and fire protection loops will require inspections by both the Fire Department and Building Inspection Department.
11. All state approved drawing must be available on site for inspector review during inspections. Proof of permit shall also be on site.
12. A ufer ground is required per 2015 NEC, this will be inspected during foundation pour.
13. All required equipment per 2017 NEC must be “LISTED” by a nationally recognized testing laboratory.
14. All required equipment per 2017 NEC shall have an SCCR rating and available fault current calculation documentation provided to confirm compliance.
15. Provide adequate accessible parking per Ch.11 of the 2015 IBC and closest to accessible entrance.
16. Be aware of the new plumbing line recirculation and insulation for public lavatories per 2015 IECC
17. Any tradesmen requiring state license will be “carded” on the jobsite for compliance.
18. Village of Pleasant Prairie recommends all exterior lighting to be LED, 5000K and “Dark Sky” compliant. No spillover of lighting beyond lot lines is allowed.
19. Contact me with any questions on plan submittal, permitting or inspection process.





## SITE AND OPERATIONAL PLAN APPLICATION/ZONING PERMIT

*For all applications that require Village Plan Commission Approval*

APPROVAL REQUESTED	TYPE OF WORK
<input type="checkbox"/> Final Site and Operational Plan <input type="checkbox"/> Final Site and Operational Plan/Conditional Use Permit <input type="checkbox"/> Preliminary Site and Operational Plan <input type="checkbox"/> Preliminary Site and Operational Plan/ Conditional Use Permit <input type="checkbox"/> Digital Security Imaging System (DSIS Agreement and Easement)	<input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Building Alteration <input type="checkbox"/> New Tenant

Name of Business: Village of Pleasant Prairie

Site Address: N/A Suite #: \_\_\_\_\_

Tax Parcel Number: 92-4-122-193-0151

Zoning District(s): Current B-5, PR-1 (PUD),(FPO); Proposed B-5 and FPO

Name of Development: STH 165 Lift Station Replacement

Estimated Date of Occupancy: \_\_\_\_\_

Detailed Description of the Proposed Project and Use:

The project consists of demolishing the existing "interim" lift station and replacing it with a new permanent lift station to service sewer customer needs on the west side the Des Plaines River.

Detailed Description of Company:

N/A - The Lift Station will be owned and operated by the Village of Pleasant Prairie Sewer Utility.

### Select One Option

- ☐ Relocation of Business from \_\_\_\_\_
- ☐ New Location for Business in Pleasant Prairie
- ☐ Expansion/Change to Existing Business in Pleasant Prairie
- ☐ New Start Up Business

**SITE AND BUILDING INFORMATION**

Lot Area: 22,191 sq. ft.      Lot Area: 0.51 ac.  
 Building Area: 2174 sq. ft.      Building Height: 21 ft.  
 Tenant Area: N/A sq.ft.  
 Addition Area: N/A sq. ft.      Addition Height: N/A ft.  
 Total Impervious Surface Area: 9043 sq. ft.  
 Total Landscape Area: 13148 sq.ft.      Site % of Open Space 59.2 %

**ON-SITE PARKING/TRAFFIC INFORMATION**

Total # of parking spaces (on-site): N/A  
 Total # of regular parking spaces (on-site): N/A  
 Total # of handicapped accessible spaces (on-site): N/A  
 Total # of truck parking spaces (on-site): N/A  
 Total # of dock doors: N/A  
 Anticipated automobile trips to and from the site (excluding trucks):  
     Number of daily average trips: 1      Maximum number of daily trips: 1-5  
 Anticipated truck trips to and from the site:  
     Number of daily average trips: N/A      Maximum number of daily trips: N/A

**OPERATIONAL INFORMATION**

Hours (Open to the public): N/A  
 Delivery hours: N/A

**EMPLOYMENT INFORMATION**

Proposed total number of full-time employees: N/A  
 Proposed total number of part-time employees: N/A  
 Number of shifts: N/A  
 Total of number of employees per shift: 1<sup>st</sup> N/A, 2<sup>nd</sup> N/A, 3<sup>rd</sup> N/A  
 Largest number of employees on site at any one time: N/A

**PUBLIC FACILITIES INFORMATION****Check all that apply:**

- ☒ The property is serviced by Public Sanitary Sewer
- ☒ The property is serviced by Public Water
- ☐ The building is serviced by fire sprinklers

Maximum number of gallons/minute of water expected to be used per day is: N/A



**If property is zoned M-1, M-2 or M-5 then the following shall be completed:**

Occupancy Type pursuant to the Use and Occupancy Classification specified in Chapter 3 of the 2006 International Building Code (2006 IBC). Include all that apply and associate square footage for each classification:

- |  |     |         |
|--|-----|---------|
| <input type="checkbox"/> Factory Group F-1 (Moderate-hazard) | N/A | sq. ft. |
| <input type="checkbox"/> Factory Group F-2 (Low-hazard)      | N/A | sq. ft. |
| <input type="checkbox"/> Storage Group S-1 (Moderate-hazard) | N/A | sq. ft. |
| <input type="checkbox"/> Storage Group S-2 (Low-hazard)      | N/A | sq. ft. |
| <input type="checkbox"/> Business Group B                    | N/A | sq. ft. |
| <input type="checkbox"/> High-Hazard Group H                 | N/A | sq. ft. |
| <input type="checkbox"/> Other _____                         | N/A | sq. ft. |

Types and quantities of goods and materials to be made, used or stored on site:

Sanitary Sewage

Types of equipment or machinery to be used on site:

SCADA (Supervisory Control and Data Acquisition)

Types and quantities of solid or liquid waste material which require disposal:

N/A

Method of handling, storing and disposing of solid or liquid waste materials:

N/A

Methods of providing site and building security other than the Village Police Department:

Site will be fenced and will include a light pole and camera system.

Description of the methods to be used to maintain all buildings, structures, site improvements and sites in a safe, structurally sound, neat, well-cared-for and attractive condition:

The lift station and site grounds will be maintained by the Village's Public Works Department.

Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts:

No potential adverse impacts are expected.

A list of all local, Kenosha County (highway access, health department), State and Federal permits or approvals required for the project: (Provide copies of such permits and approvals).

Kenosha Water Utility - System Level Review  
SEWRPC  
WDNR Facility Plan and Specification Approval.

#### **PLANS AND OTHER ATTACHMENTS**

Attached to this application include three (3) full size plans and a PDF pursuant to Section 420-57 of the Village Zoning Ordinance entitled "Plan Components and Related Standards":

- Title Sheet
- Survey
- Site Plan
- Grading and Drainage Plan
- Building and Fire Protection Plans
- Lighting Plan (including photometric plan)
- Landscape and Open Space Plan
- Signage Plan
- Industrial Waste Survey
- Required Application Fee and Pre-Development Agreement

The Village may require additional information be submitted to ensure that all Village requirements and ordinances are being met.

Two or more plans may be combined, provided that all of the information submitted on the combined plan is clearly legible, but in no case shall the combined plans fail to show any of the information required for each individual plan, unless such information is waived or deferred pursuant to the Section 420-57 of the Village Zoning Ordinance.

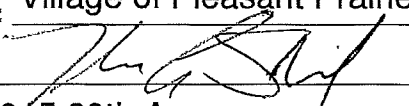


I (We), hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge, and I (We) further understand that the following shall apply:

1. No use shall be conducted in such a way as to constitute a public or private nuisance.
2. No use shall be conducted in such a way as to violate any of the performance standards set out in §420-38 of the Village Zoning Ordinance.
3. No owner, occupant or user of real property shall conduct a use so intensively that there is inadequate provision of on-site parking spaces and/or loading spaces to accommodate the needs of such use.
4. All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well-cared-for and attractive condition.
5. No use shall create or significantly exacerbate unsafe traffic conditions on any street or highway in the Village.

**PROPERTY OWNER:**

Print Name: Village of Pleasant Prairie

Signature: 

Address: 9915 39th Avenue

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

Phone: 262-925-6778

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

Email: tshircel@pleasantprairiewi.gov

Date: October 24, 2019

**APPLICANT/AGENT:**

Print Name: Matthew Fineour, P.E.

Signature: 

Address: 9915 39th Avenue

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

Phone: 262-925-6778

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

Email: mfineour@pleasantprairiewi.gov

Date: October 24, 2019

**TENANT CONTACT:**

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

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

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

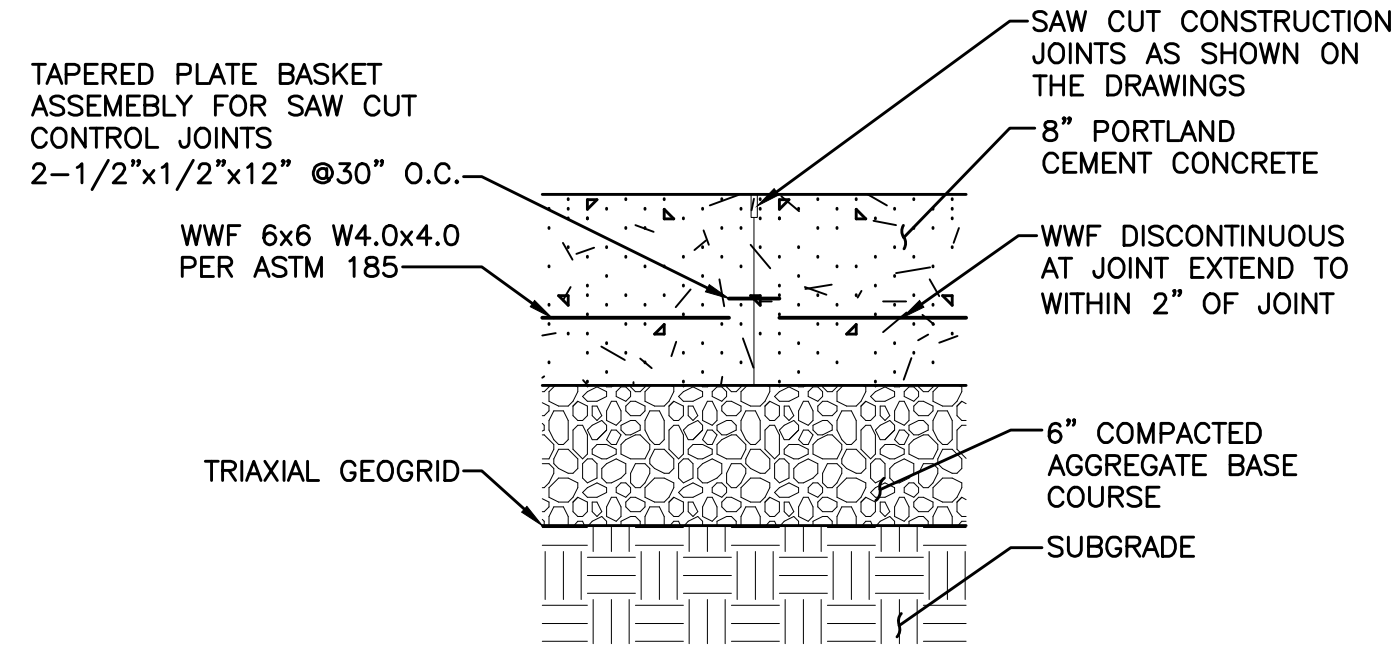
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(City) (State) (Zip)

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

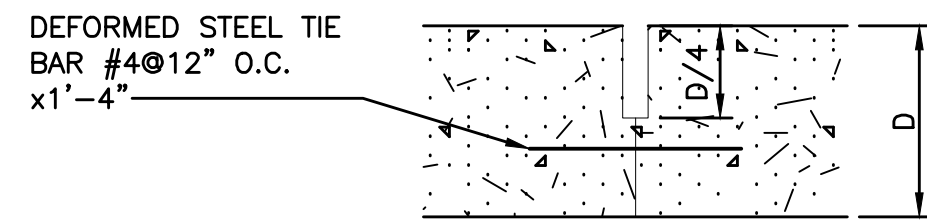
Fax: \_\_\_\_\_

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

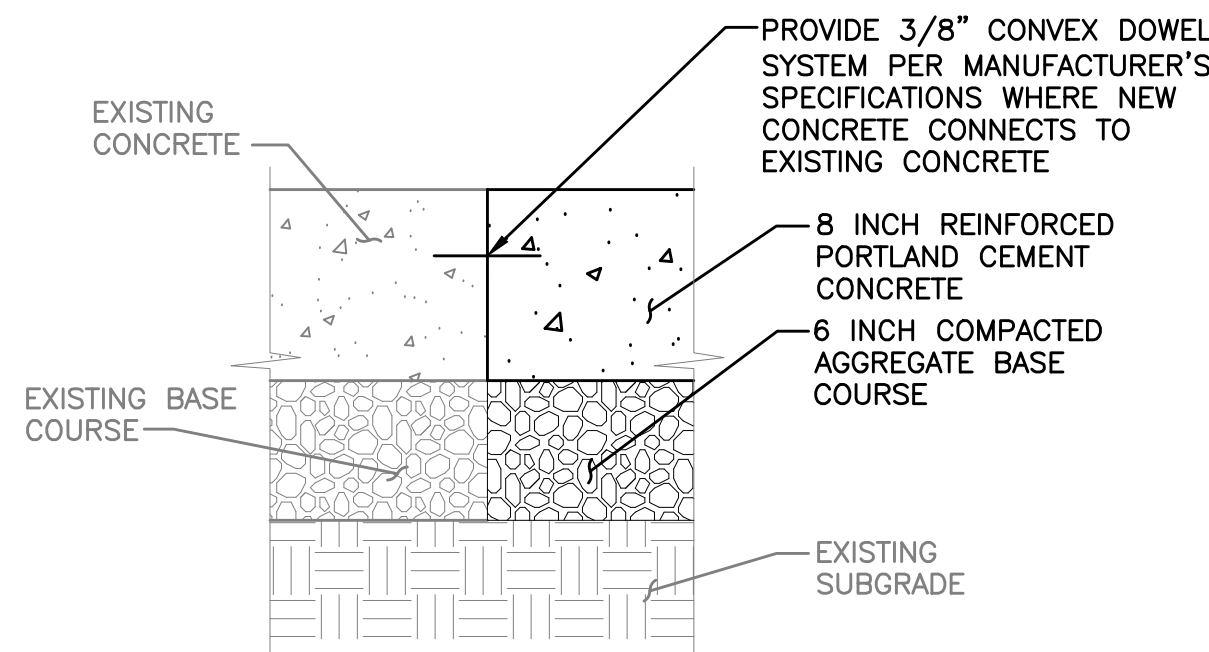
Date: \_\_\_\_\_



A  
05-C1.02  
CONCRETE PAVEMENT  
NO SCALE



B  
05-C1.02  
DEFORMED STEEL TIE BAR JOINT DETAIL  
NO SCALE



C  
05-C1.02  
NEW CONCRETE-TO-EXISTING DETAIL  
NO SCALE

GENERAL NOTES:

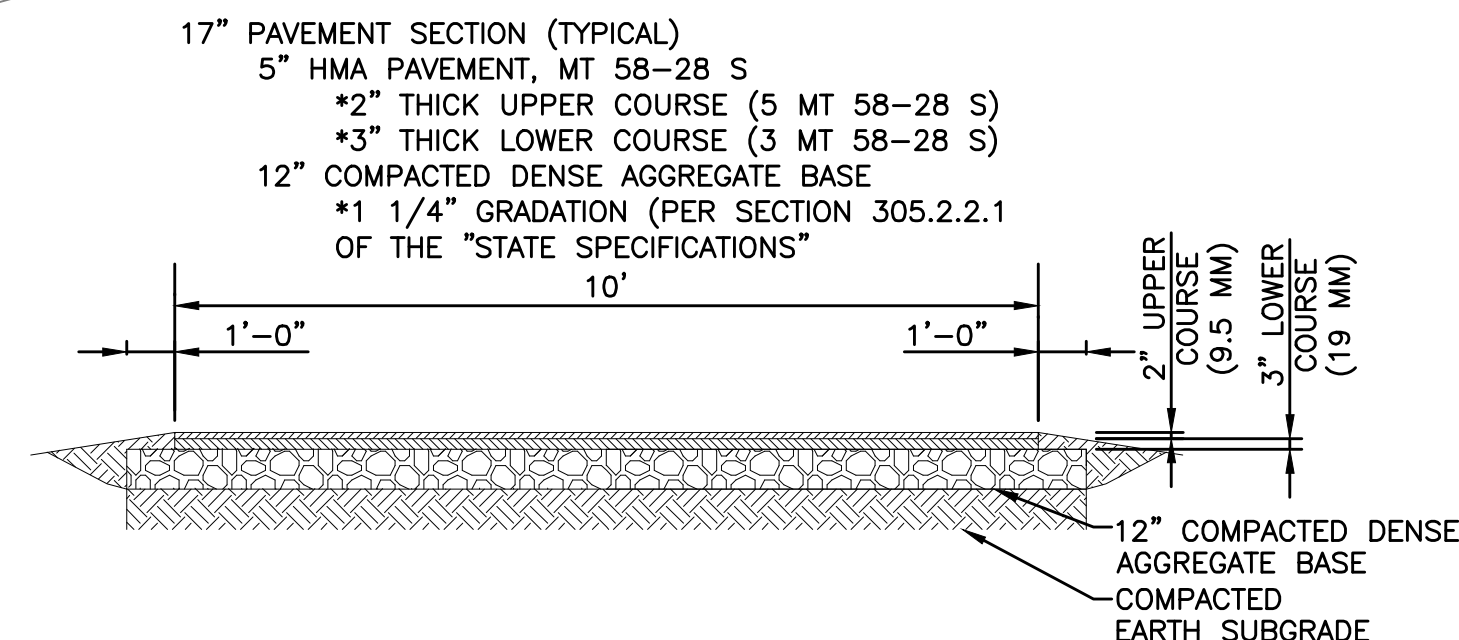
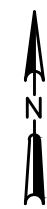
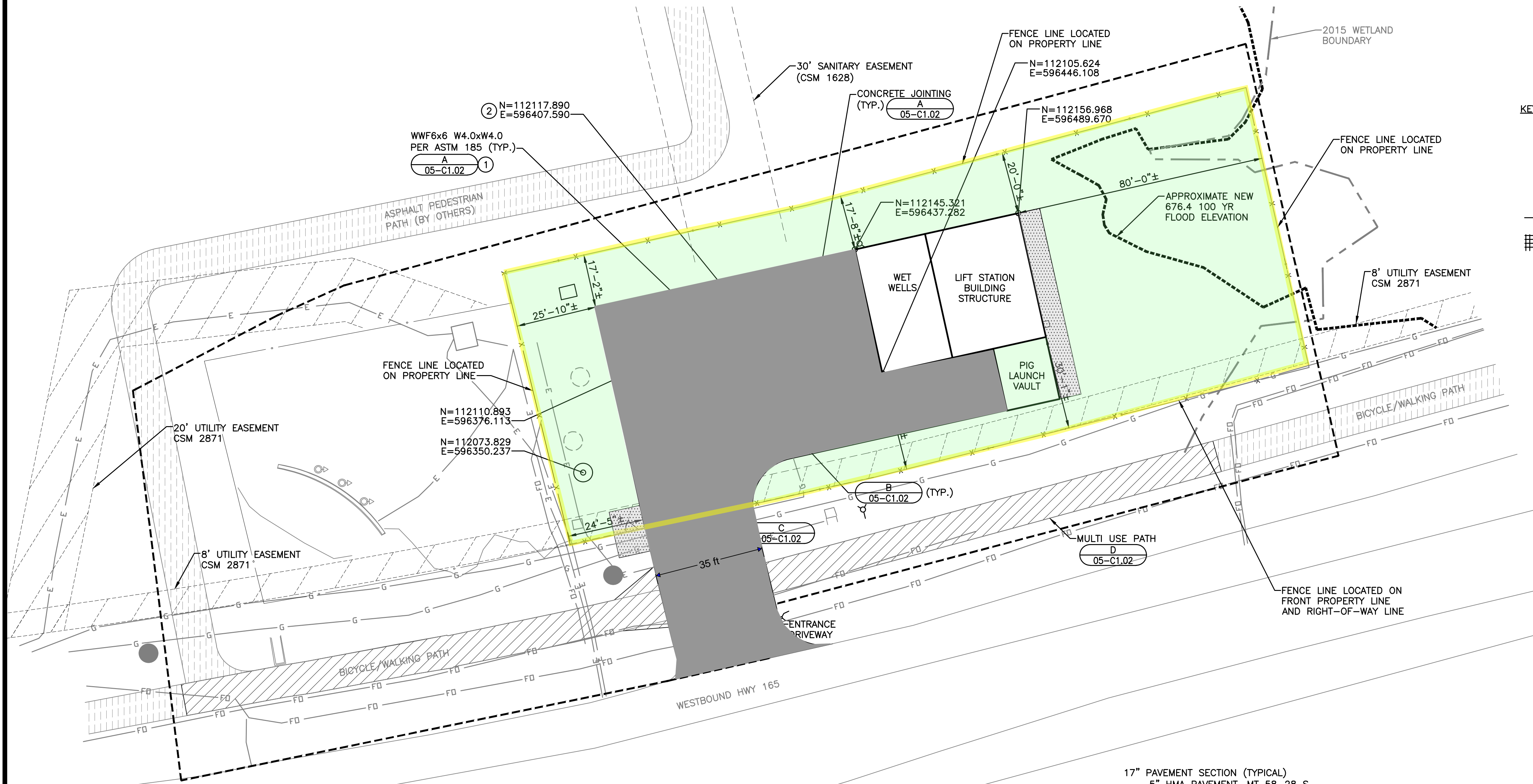
- 100 YR FLOOD EL. 676.40.
- CONTRACTOR SHALL PROVIDE A CONCRETE PAVEMENT JOINTING PLAN FOR REVIEW AND APPROVAL A MINIMUM OF 14 DAYS PRIOR TO THE WORK.
- DEFORMED STEEL TIE BARS SHALL BE PLACED AT THE FIRST JOINT IN FROM THE CONCRETE PAVEMENT EDGE AROUND THE ENTIRE PERIMETER.
- CONTRACTOR SHALL DETERMINE SIZE AND CONFIGURATION OF CONCRETE STAGING LIMITS FOR PLACEMENT OF THE DIAMOND DOWEL SYSTEM. 3/8"x4-1/2"x4-1/2" @ 18" O.C.
- PROVIDE CONCRETE JOINTS AT APPROXIMATELY 15 FEET ON CENTER OR AS SHOWN ON THE DRAWINGS.

KEY NOTES:

- PD BASKET ASSEMBLY, 2-1/2"x1/2"x12" @ 30" O.C. SHALL BE LOCATED AT ALL JOINTS NOT IDENTIFIED TO BE EITHER DEFORMED STEEL TIE BAR, DIAMOND DOWEL SYSTEM, OR CONVEX DOWEL. THE PD BASKET ASSEMBLY IS SHOWN AT ONLY ONE LOCATION ON THE DRAWING FOR CLARITY.
- FIELD VERIFY LOCATION TO ALIGN WITH NEW AND EXISTING SEWERS.

KEY NOTES:

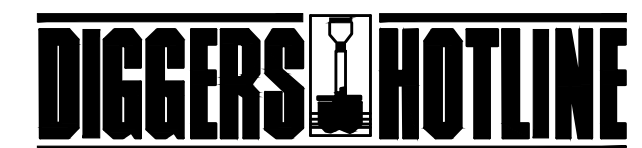
- DEFORMED STEEL TIE BARS #4 @ 12" O.C. x 1' - 4" (B 05-C1.02)
- TAPERED PLATE BASKET ASSEMBLY 2-1/2"x1/2"x12" @ 30" O.C. (C 05-C1.02)
- DIAMOND DOWEL SYSTEM, 3/8"x4-1/2"x18" O.C. (LOCATION DETERMINED BY CONTRACTOR)
- CONCRETE JOINTING (A 05-C1.02)
- WWF 6x6 W4.0xW4.0 PER ASTM 185 TO BE PROVIDED AT ALL CONCRETE LOCATIONS. WWF IS SHOWN AT ONLY ONE LOCATION ON THE DRAWING FOR CLARITY.



D  
05-C1.02  
MULTI-USE ASPHALT PATH-TYPICAL SECTION  
NO SCALE

LEGEND:

- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING GRAVEL
- NEW CONCRETE PAVEMENT
- NEW ASPHALT PAVEMENT
- NEW SIDEWALK
- EROSION CONTROL MAT
- STONE MULCH
- NEW GRAVEL



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

SITE  
LOCATION AND JOINTING PLAN

STH 165 LIFT STATION  
PLEASANT PRAIRIE  
KENOSHA, WISCONSIN

JOB NO.

4497.002

PROJECT MGR.

KEVIN BERG

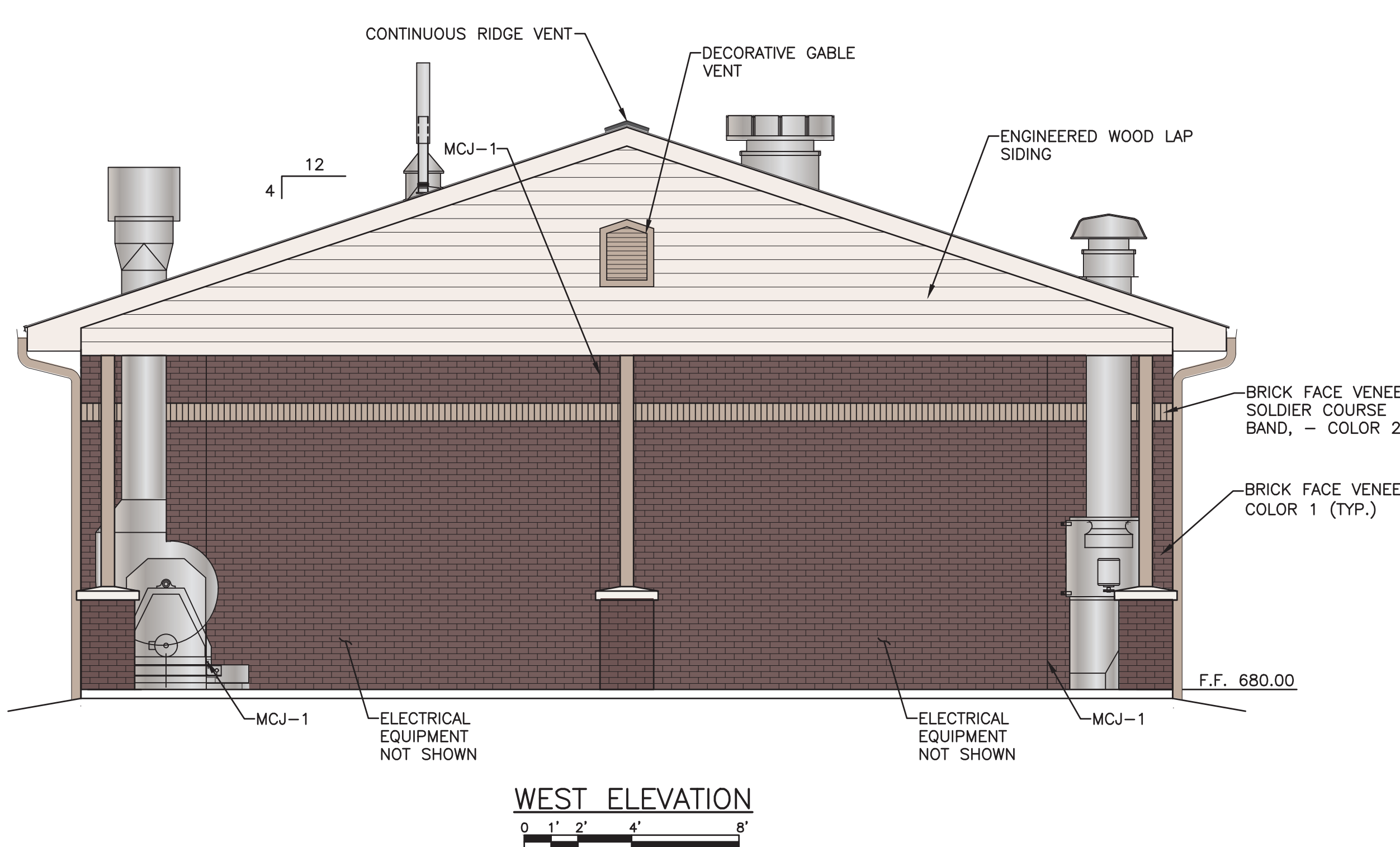
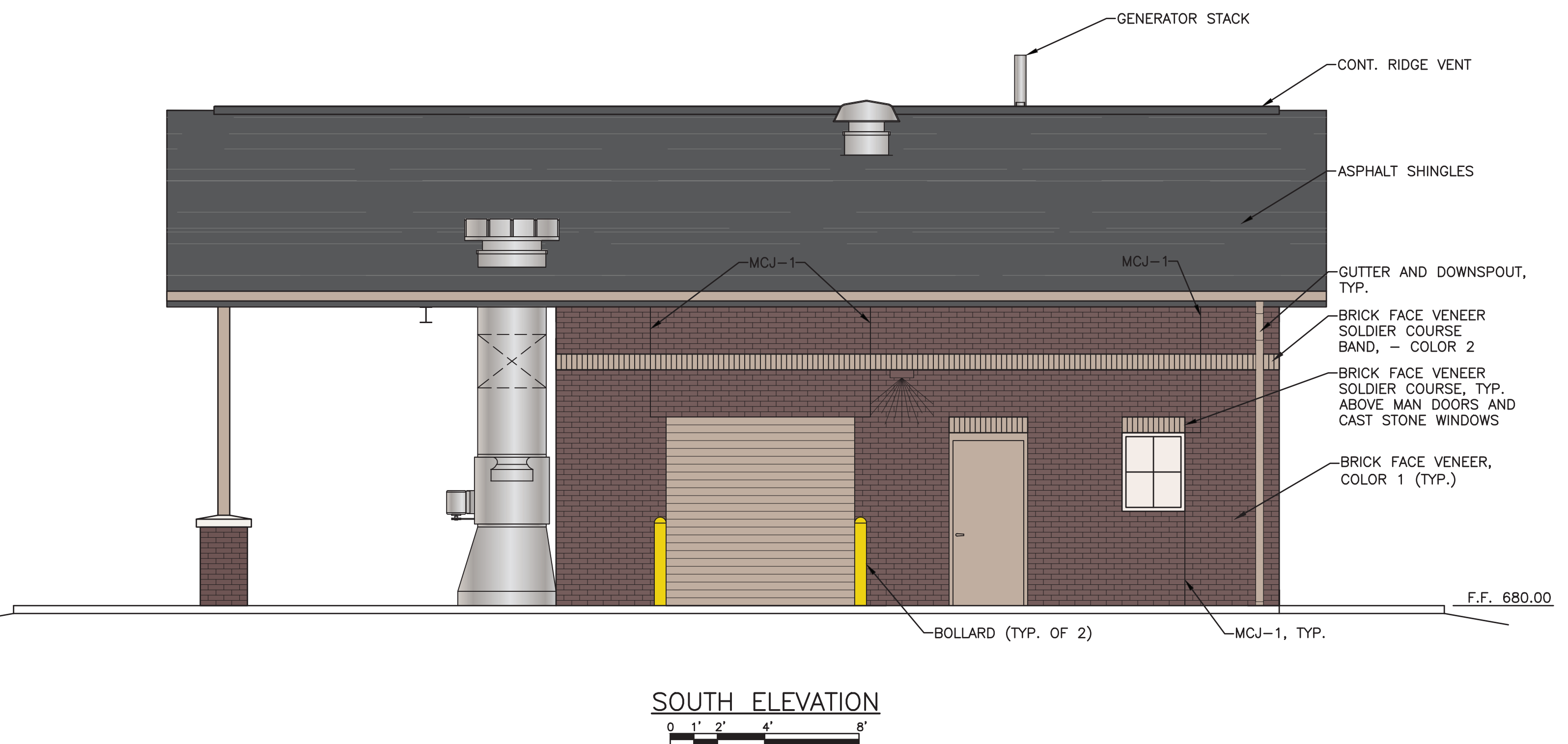
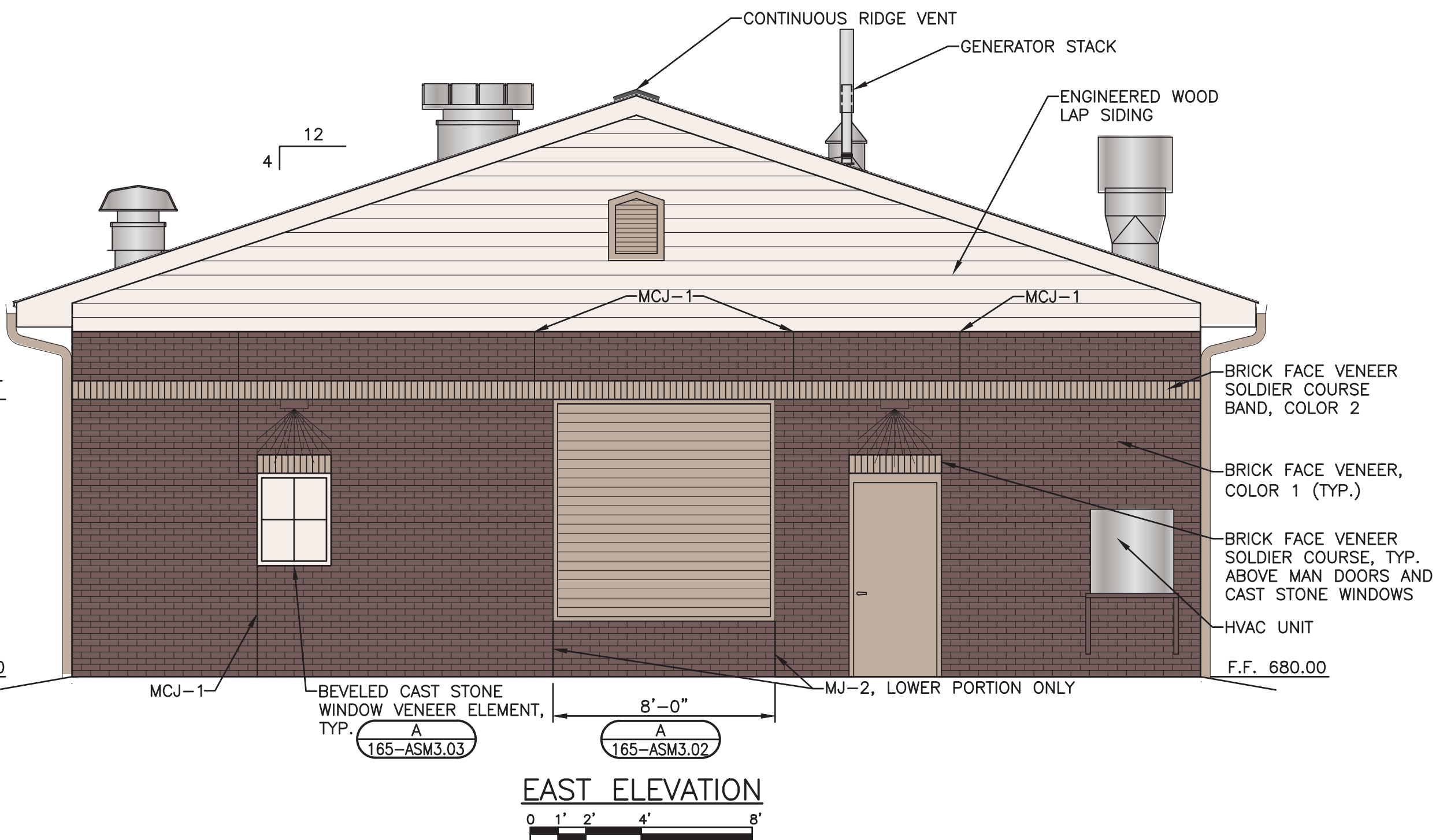
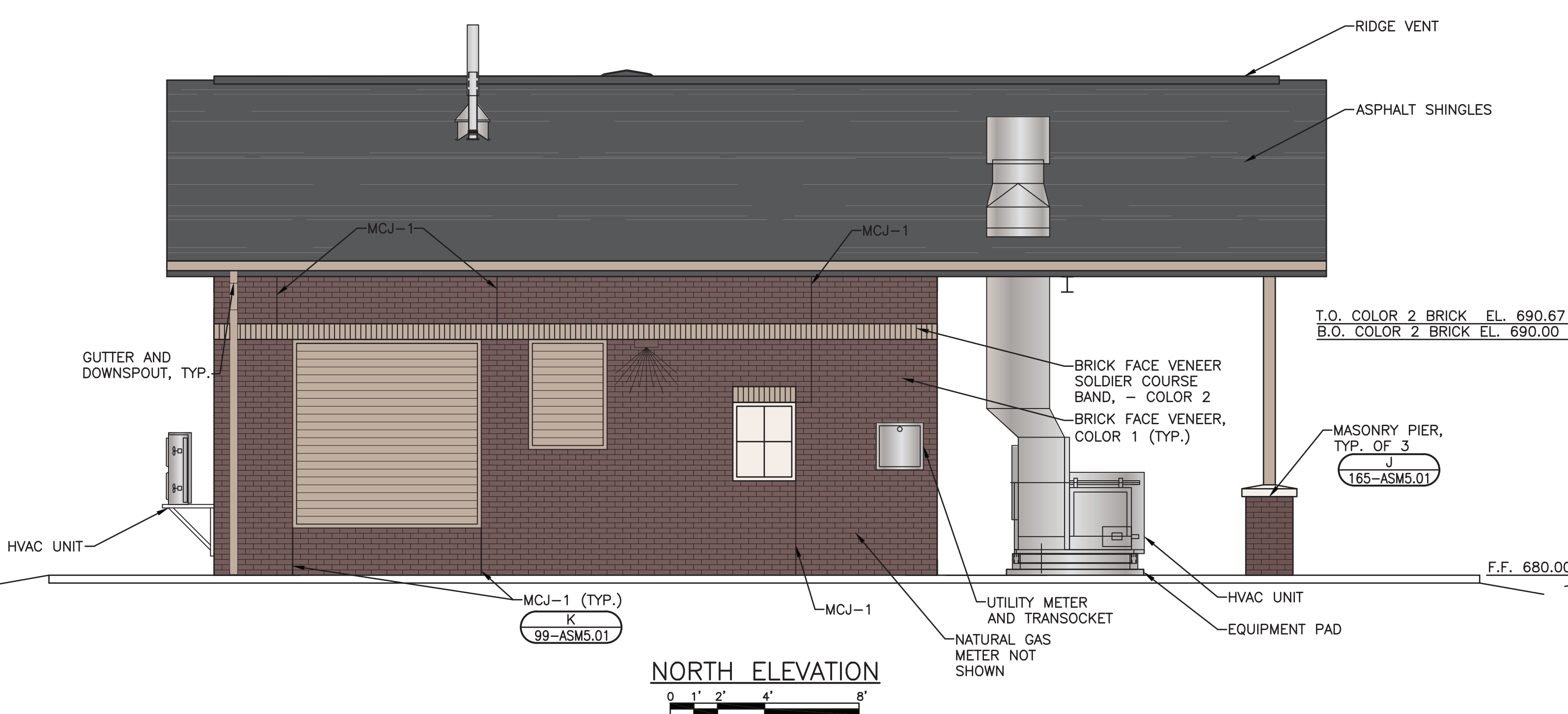


SHEET

11

05-C1.02





DATE:	2/5/2019
REVISIONS	
NO.	1
OWNER REVIEW	

**STH 165 LIFT STATION  
BUILDING ELEVATIONS**

**STH 165 LIFT STATION  
PLEASANT PRAIRIE  
KENOSHA, WISCONSIN**

**JOB NO.**  
4497.002

**PROJECT MGR.**  
PHIL BZDUSEK

**SA**  
**STRAND**  
ASSOCIATES®

**SHEET** 19 **192**  
**165-ASM2.01**