

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
June 18, 2018
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – June 4, 2018
5. Public Hearing
 - A. 2018 Sidewalk Replacement Project pertaining to properties in the general location of Harrison Road, 51st Avenue, 82nd Street, 57th Avenue, and Becker Park Area.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public on items not on the agenda; however, no discussion is allowed and no action will be taken under citizen comments.)
7. Administrator's Report
8. New Business
 - A. Consider Resolution #18-20 approving Project Plan and Boundaries for the creation of Tax Incremental District No. 5 Amendment #1.
 - B. Receive Plan Commission recommendation and consider approval of Ordinance #18-22 for a Comprehensive Plan Amendment as it relates to wetlands on vacant property located at the southeast corner of 22nd Avenue and 91st Street.
 - C. Receive Plan Commission recommendation and consider approval of Ordinance #18-23 and Ordinance #18-24 for Zoning Map and Zoning Text Amendments as it relates to the development of the vacant land located at the southeast corner of 91st Street and Springbrook Road known as Eva Manor.
 - D. Receive Plan Commission recommendation and consider approval of Certified Survey Map, Vacation of Easements and Development Agreement with related Exhibits for development of vacant land located at the southeast corner of 91st Street and Springbrook Road known as Eva Manor.

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- E. Receive Plan Commission recommendation and consider Certified Survey Map for approval to subdivide property located at the northeast corner of 120th Avenue and CTH Q in the Prairie Highlands Corporate Park.
 - F. Receive Plan Commission recommendation and consider approval of Ordinance #18-25 for a Comprehensive Plan Amendment as it relates to wetlands on vacant properties located at the northeast corner of 120th Avenue and CTH Q and the northeast corner of 120th Avenue and Goldbear Drive.
 - G. Receive Plan Commission recommendation and consider approval of Ordinance #18-26 for a Zoning Map Amendment to rezone the wetlands and outlots used for stormwater for the vacant properties located at the northeast corner of 120th Avenue and CTH Q and the northeast corner of 120th Avenue and Goldbear Drive.
 - H. Receive Plan Commission recommendation and consider approval of Certified Survey Map and Development Plans for the property located north of STH 165 along 120th Avenue to be known as The Gateway at LakeView Corporate Park.
 - I. Receive Plan Commission recommendation and consider approval of Ordinance #18-27 for a Comprehensive Plan Amendment as it relates to vacant property located north of STH 165 along 120th Avenue to be known as The Gateway at Lakeview Corporate Park.
 - J. Receive Plan Commission recommendation and consider approval of Ordinance #18-28 and Ordinance #18-29 for a Zoning Map and Text Amendments as it relates to vacant property located north of STH 165 along 120th Avenue known as The Gateway at LakeView Corporate Park.
 - K. Receive Plan Commission recommendation and consider approval of Ordinance #18-30 and Ordinance #18-31 for Zoning Text Amendments as it relates to property located at 8531 and 8601 75th Street to repeal and create a new PUD.
 - L. Receive Plan Commission recommendation and consider approval of the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park.
 - M. Receive Plan Commission recommendation and consider approval of the Development Agreement/Tax Shortfall Agreement with related Exhibits for proposed Aurora Health Center, Pleasant Prairie Ambulatory Care Center and Medical Office Building located at the northwest corner of 104th Street and 120th Avenue within the Prairie Highlands Corporate Park.
 - N. Consider the Award of Construction Contract with Reesman's Excavating and Grading, Inc. for the Prairie Highlands Corporate Park.
 - O. Consider Resolution #18-21 for the disposal of surplus vehicles.
9. Village Board Comments
10. 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

**VILLAGE OF PLEASANT PRAIRIE
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Village Hall Auditorium
9915 - 39th Avenue
Pleasant Prairie, WI
June 4, 2018
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, June 4, 2018. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Mike Pollocoff and Mike Serpe. Kris Keckler and Dave Klimisch were excused. Also present were Nathan Thiel, Village Administrator, Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Chief of Police; Craig Roepke, Chief of Fire & Rescue; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Dan Honore', IT Director; Sandro Perez, Inspection Superintendent; and Jane C. Snell, Village Clerk. No citizens attended the meeting.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. RECOGNITION

A. Commendations for Fire and Rescue Department Personnel.

Craig Roepke:

Mr. President and members of the Board good evening. This evening we have members from Froedtert South who have historically given out commendations for successful resuscitations in emergency calls. And we have folks from Froedtert South this evening that would like to present those awards. We have Terri Harold from Froedtert South. She's the ER Director for both ERs in Kenosha. And Dave Piccolo who is the EMS Coordinator for St. Catherine's as well as Jeff Flasch who is currently on the camera who is one of our EMS liaisons. So, Terri?

Terri Harold:

This a commendation for Jeremy Dewitt, Nate Konkol, Nick Shine, Kyle Eidsor and Jeff Gunhus related to Mrs. Frances McFall. And the date of occurrence was March 31st of 2018. Mrs. McFall was involved in a motor vehicle crash on March 31st of 2018. Prior to the event she was seen swerving in the road and then striking a vehicle in front of her. A bystander, Jeremy Dewitt, who happens to be a patrol sergeant with the Kenosha Police Department, stopped to call 9-1-1 and render assistance. And finding her unresponsive and without a good pulse, he attached is AED and started CPR.

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When Pleasant Prairie paramedics Kyle Edisor, Nick Shine, Nate Konkol and Jeff Gunhus arrived, they found that Mrs. McFall was experiencing episodes of pulseless electronic activity within her heart. Which means that her heart was trying to release an electrical impulse that stimulates a heartbeat, but it was not able to cause the ventricle to contract and circulate her blood throughout her body. She was also not breathing effectively which prompted the paramedics to insert a breathing tube as well.

After receiving CPR, medications and breathing assistance, she regained her heartbeat and was transported to St. Catherine's emergency department. Once she arrived at Froedtert South, Mrs. McFall was stabilized and admitted to the ICU. Because of the immediate care delivered by Sergeant Dewitt and the paramedics, she is recovering well from this event, and she is here today. We're very happy to have her here and able to join in our effort to honor the gentlemen who saved her life. I'd now like I introduce Dave Piccolo, the Froedtert South EMS Coordinator to present the recognition awards to our heroes.

Dave Piccolo:

Thanks, Terri. First what I'd like to do is to actually call up Mrs. McFall who will help us with the presentation this evening. All right, the commendation reads, this first one will go to Sergeant DeWitt. Whereas Sergeant Jeremy Dewitt of the Kenosha Police Department responded while off duty to a crew report of a cardiac arrest on March 31, 2018. And whereas on arrival the crew team utilized the utmost in skill and judgment in a timely and decisive manner to intervene on behalf of the patient. And whereas the results of his effort was a successful resuscitation. Therefore, Froedtert South hereby commends Sergeant Dewitt for his excellence in the performance of his duties.

Next commendation, whereas Lieutenant Paramedic Firefighter Jeff Gunhus of the Pleasant Prairie Fire and Rescue Department responded with a crew to a report of a cardiac arrest on March 31, 2018. And whereas on arrival the crew utilized the utmost in skill and judgment in a timely and decisive manner to intervene on behalf of the patient. And whereas the result of the crew's effort was a successful resuscitation. Froedtert South hereby commends Lieutenant Firefighter Paramedic Jeff Gunhus for his excellence in the performance of his duties.

Next Nate Konkol. Whereas Nathan Konkol of the Village of Pleasant Prairie Fire and Rescue Department responded with a crew to a report of a cardiac arrest on March 31, 2018. And whereas on arrival the crew utilized the utmost in skill and judgment in a timely and decisive manner to intervene on behalf of the patient. And whereas the result of the crew's effort was a successful resuscitation. Froedtert South hereby commends Lieutenant Firemedic Nathan Konkol for his excellence in the performance of his duties. Nate?

Next Nicholas Shine. Whereas Firemedic Nick Shine of the Village of Pleasant Prairie Fire and Rescue Department responded with a crew to a report of a cardiac arrest on March 31, 2018. And whereas on arrival the crew utilized the utmost in skill and judgment in a timely and decisive manner to intervene on behalf of the patient. And whereas the result of the crew's effort was a successful resuscitation. Froedtert South hereby commends Firemedic Nick Shine for his excellence in the performance of his duties. Nick?

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Last but certainly not least, Kyle Eidsor, whereas Firemedic Kyle Eidsor of the Village of Pleasant Prairie Fire and Rescue Department responded with a crew to a report of a cardiac arrest on March 31, 2018. And whereas on arrival the crew utilized the utmost in skill and judgment in a timely and decisive manner to intervene on behalf of the patient. And whereas the result of the crew's effort was a successful resuscitation. Froedtert South hereby commends Firemedic Kyle Eidsor for his excellence in the performance of his duties. Kyle?

John Steinbrink:

Just as a side note and congratulations for a job well done, Jane Snell was involved in that incident also. So she was a witness to the great work that took place there.

Jane Snell:

I was. And I just want to commend and how professional that our firefighters and our police officers were that day. It was a hectic scene. Watching Mrs. McFall was quite emotional. And I'm glad for her well being, and thank you so much for everything that you do for everyone here within the Village of Pleasant Prairie and our off duty Kenosha police officer as well. So thank you very much. It was an outstanding job well done.

John Steinbrink:

Before we move on to Items B and C we're going to take a moment. Somebody that wished they would have been here and was very proud of our departments for the work you did and was a big part of your department has passed. And Nathan has a few words to say.

Nathan Thiel:

As many of the community are aware on June 6th Reverend Doctor Donald Leon Hackbarth passed away. He served as the Reverend for both the Fire and the Police Department. And we felt that it would be appropriate to have a moment of silence for him.

John Steinbrink:

Thank you. Thank you all for the great job you do here. Just another example of how lucky we are to be in this community with the folks we have working for us and doing our protective services and responding to the needs and accidents and everything else that happens out there that's tragedy. Very fortunate. I've only seen these departments get better and better over the years as you guys go through the tireless training that you do to provide the service you do to our community. So thank you again.

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B. Present Resolution #18-17 in Appreciation and Recognition to Roger R. Mayer for His Years of Service to the Village of Pleasant Prairie's Police and Fire Commission.

Nathan Thiel:

Thank you, President. We actually have two resolutions, but Roger Mayer is here and so we'll read Resolution #18-17. And I'm also going to invite the Police Chief and also the Fire Chief to come up. They have a presentation I believe for Mr. Mayer as well. But I'll read this resolution. Resolution of Appreciation and Thanks to Roger R. Mayer for His Years of Service to the Village of Pleasant Prairie Police and Fire Commission. Whereas, Roger Mayer diligently served the people of Pleasant Prairie for thirty years; and whereas, on May 1, 1989 Roger Meyer was appointed to the Pleasant Prairie Police and Fire Commission where he has served with dedication including his time in the role as Chairman of the Commission; and whereas, Roger Mayer was instrumental in the creation of the Pleasant Prairie Police Officer Appreciation Association on November 20, 2016.

And whereas, Roger Mayer participated in hiring of all of the members on the Pleasant Prairie Police Department and Fire and Rescue Department; and whereas, Roger Mayer witnessed the growth of both Police and Fire public safety personnel increase to over thirty staff members in each department; and whereas, Roger Mayer was responsible for the implication of Challenge Coins in the Pleasant Prairie Police Department; and whereas, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Roger for being a visionary and helping to shape the Police and Fire Commission into what it has become today. Now, therefore be it resolved, that the Village of Pleasant Prairie does hereby extend our sincere appreciation and thanks to Roger R. Mayer for his thirty years of commitment and attentive service to the people of Pleasant Prairie in the cause of community and public safety. Considered and adopted this 4th day of June, 2018.

Michael Serpe:

Move approval of Resolution 18-17.

Mike Pollocoff:

I'll second it and I have a comment.

John Steinbrink:

Motion by Mike, second by Mike.

Mike Pollocoff:

This is a very nice resolution for Roger. And I think some of the things that Roger did took place a long time ago but have guided the community is there was a time well before I got here and I think even before Roger got here, so it was a long time ago, that the Police and Fire Commission

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was made up of ex-chiefs or people from the departments. All fine people. But what the state statutes envision, and I think what modern municipal management envisions, is people with professional training in HR or experience in that in their daily work to help go through the selection process and create a new and higher standard and a good professional evaluation of personnel.

And I know Roger worked really hard at that, and over time we've kept it down to typically just having one of the seats filled by someone from the department or who used to work in the department. And from my experience that's not done in a lot of communities. It's either political appointments, or you're really not looking for a skill set. And Roger I know made a big push for that early on and doing some more extensive testing of candidates. And what you see tonight is the end result of that level of consideration in hiring personnel, how we're going to run our department, the goals that we set for our community.

The Village Board has always set the highest goals possible, we'll do everything. But you have to get the people in there that are able to do it and can do it, and getting the right people hired is critical. If you can't get the right people hired then it doesn't matter how much money you put into the operation. So Roger did a lot of work on that. And way back when I thought, boy, this guy's really tough on this thing, just give it a break. But he kept pushing and it paid off. And we managed to get Serpe off the Commission. No, but it was efforts well spent. And I think it's appropriate that you see tonight an example of the things we were able to get done happened. And it happened where it starts with one guy pushing to make sure we only had the best people evaluating the most important people in the organization. So thank you, Roger.

Michael Serpe:

I served on the Commission with Roger for a couple years, in '87 and '89, and Roger was responsible for every Fire Chief and Police Chief that we have on today including the addition of all the additional firefighters and police officers. And you look at where we're standing tonight, this used to be a fire station, and now look at the beauty of it. And Roger always pushed for more full-time firefighters, more full-time police officers to make our Village better. Roger, we're proud of what we have today and you had a big part of it. And I personally want to thank you for that.

John Steinbrink:

These guys have said it all here tonight. And as I said before it's just amazing to see the caliber of the folks we have in our departments and the work they do every day. Thank you, Roger. You really set the tone for the future here, and we're on the path so thank you.

SERPE MOVED TO ADOPT RESOLUTION #18-17 IN APPRECIATION AND RECOGNITION TO ROGER R. MAYER FOR HIS YEARS OF SERVICE TO THE VILLAGE OF PLEASANT PRAIRIE'S POLICE AND FIRE COMMISSION; SECONDED BY POLLOCOFF; MOTION CARRIED 3-0.

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Nathan Thiel:

So if it's okay it would probably be appropriate at this time to at least invite the Chiefs who also have a presentation for Mr. Mayer.

John Steinbrink:

We'll vote on it quickly. We have a motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

Chief Smetana:

Mr. President and members of the Board it's a pleasure to be able to recognize Roger Mayer for his service to the Village on the Police and Fire Commission. I'm remembering back on my interview with the PFC, I remember leaving that meeting thinking, man, I was expecting some softball questions, and you never got that from Roger or you never got it from Tom. But that set me up for the police interviews that were to follow for candidates that I brought in front of the Commission. And there were plenty of times when the candidates left the room, and I'd always escort them out. And they'd end up kind of turning to be going that was a lot harder than I thought it was going to be.

And I had to explain to them first off that suck it up, I had to go through it so you had to go through it. And second of all I had to explain to them that the reason it was so difficult is that both Roger and Tom really took ownership of this Village. And they looked at this police department as their own. So I said if you make it through this interview and you make it past those guys you've really done something special. Because Roger in his role and Tom in his really felt like they were the gatekeepers of these agencies. And they had a great deal of pride in what they did and the decisions they made and the people they appointed.

So from the police department we've got a plaque to Roger R. Mayer, Village of Pleasant Prairie Police and Fire Commissioner in grateful recognition of your many years of dedicated service to the Village of Pleasant Prairie. And we'd like to present that tonight.

Chief Roepke:

Mr. President and members of the Board, I can only echo what Chief Smetana has mentioned about both Roger and Tom. And one of the things that we both went through interviews with both of those individuals, and you kind of come of there going it's really not what I expected, and it was a little bit rougher than what I expected. So when you look at candidates that come

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through, again, you ask them, well, how'd it go? And they have this puzzled look on their face like it's not what I expected but it was good.

So, again, Roger, we also would like to recognize your years of service. And we also have a recognition plaque for you which reads to Roger R. Mayer, Police and Fire Commissioner, in recognition of the years of service to the Village of Pleasant Prairie and the fire and rescue department on this occasion for your retirement, the fire and rescue department would like to thank you for your unwavering support and commitment to the community wishing you the best in your retirement. So, Roger, thank you.

John Steinbrink:

We're going to come down there to Roger with our plaque and not make you come up here. How's that? Fair enough? Because he won't let us forget it if we make him come up here. All right, and we're going to catch up with Mr. Terwall at a later date here.

Nathan Thiel:

Mr. Terwall probably will not -- I know that he's had some health issues. So it would probably be appropriate just to move on this resolution at this time.

C. Present Resolution #18-18 in Appreciation and Recognition to Thomas W. Terwall for His Years of Service to the Village of Pleasant Prairie's Police and Fire Commission.

Nathan Thiel:

So I'll read this quickly in appreciation. Whereas, Thomas Terwall diligently served the people of Pleasant Prairie in various roles for forty-one years; and whereas, in 2007 ,Thomas Terwall was appointed to the Pleasant Prairie Police & Fire Commission where he has served with dedication including his time in the role as a board member of the Commission; and whereas, Thomas Terwall served as a volunteer firefighter for the Village of Pleasant Prairie for thirty one years; and whereas, Thomas Terwall was instrumental in hiring of all of the members on the Pleasant Prairie Police Department and Fire & Rescue Department.

And whereas, on May1, 1995 Thomas Terwall was appointed to the Pleasant Prairie Plan Commission where he has served with dedication including his time in the role as Chairman of the Commission; and whereas, Thomas Terwall also served as Pleasant Prairie Town Supervisor for ten years, as a Town Chairman for two years and served as the first Village President for six years; and whereas, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Thomas for being a visionary and helping to shape the Police & Fire Commission into what it has become today. Now, therefore be it resolved, that the Village of Pleasant Prairie does hereby extend our sincere appreciation and thanks to Thomas W. Terwall for his forty-one years of commitment and attentive service to the people of Pleasant Prairie in the cause of community and public safety. Considered and adopted this 4th day of June, 2018.

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Mike Pollocoff:

I move the Board adopt Resolution 18-18.

Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second. And I think the one person that it doesn't list in there that he was instrumental and we used to have a three man Board. And I came on at the same time they had chosen our first Village Town Administrative. That would be Michael Pollocoff. And he was just a shiny little at the kind. Sorry, Nathan, look what the job does to you. But Tom was instrumental in moving this Village forward and changing the way we were. We were kind of a sleepy little community, and probably the only two heavy industries in the place were Jerry Kramer and me. And he saw the future, and we needed professionalism here. And that's what he brought to the Board.

If we did a budget, Tom was the guy there with the little calculator all the time telling Mike you've got to cut more, you've got to cut more, you've got to cut more. That's why we're short today. But Tom had an eye for business much like Roger. He was that professional person out there that really knew what the job was and brought that professionalism with him to the community and to the Board. He did a lot for this Village. And I think he was the first paramedic, first class.

Mike Pollocoff:

First class. He's the one that really pushed to get that program going.

John Steinbrink:

Right. And at that time we watched him and said, God, this guy could have been a doctor. He was good at what he did, and we were always impressed by him. Always looked to him for leadership. Other comment or question?

Mike Pollocoff:

I'd say that I think without Tom Terwall I'm not sure that -- in a lot of ways Pleasant Prairie existed and he was the driving force in negotiating with the city for the incorporation of the town into a village. Those were some difficult days. And it took a lot of work. And he did an excellent job of negotiating between the City of Kenosha, Kenosha County and the Town of Bristol. There's a lot of deals that had to be done and things that had to be worked out, and Tom was the guy that got it done. We're lucky to have a professional executive on the Board helping us to put this organization together. So a big footprint on this place.

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John Steinbrink:

With that we have a motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

POLLOCOFF MOVED TO ADOPT RESOLUTION #18-18 IN APPRECIATION AND RECOGNITION TO THOMAS W. TERWALL FOR HIS YEARS OF SERVICE TO THE VILLAGE OF PLEASANT PRAIRIE'S POLICE AND FIRE COMMISSION; SECONDED BY SERPE; MOTION CARRIED 3-0.

5. MINUTES OF MEETINGS - MAY 21, 2018

Michael Serpe:

Move approval.

Mike Pollocoff:

Second.

John Steinbrink:

We have a motion and a second. Any further discussion on the minutes? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

SERPE MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD REGULAR MEEETING OF MAY 21, 2018 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY POLLOCOFF; MOTION CARRIED 3-0.

6. PUBLIC HEARING

A. Consider the 2018 - 2019 Liquor License Renewal Applications.

Jane Snell:

Mr. President and Board members, before you tonight are the 2018-2019 liquor license renewals. I'll read the type of license to be granted and issued along with trade names and addresses. If there are any changes such as an agent or a description to the premise I will also read them into the record, and then we can discuss them at the end.

Class "A" beer BP AM/PM, 10477 120th Avenue; Stateline Quik Shop, 12720 Sheridan Road; Walgreens #07965, 7520 118th Avenue. **Class "A" beer and "Class A" liquor** Costco Wholesale #1190, 7707 94th Avenue; Dream Liquor & Cigar, 4417 75th Street; Target Store T2251, 9777 76th Street, please note that Target does have a new agent Sarah L. Geruski. **Class "A" beer and "Class A" cider** Kwik Trip 975, 8800 75th Street; Kwik Trip 172, 8900 76th Street; Kwik Trip 230, 10451 77nd Avenue, please note Kwik Trip 230 has a new agent Ashley Braun; Pantry 41 Mobil, 7511 118th Avenue.

Class "B" beer Chipotle Mexican Grill #2820, 9370 76th Street, Suite B. **Class "B" beer and Class "C" wine** MOD Super Fast Pizza, 9350 76th Street, Suite A. **Class "B" beer and "Class B" liquor**, Big Oaks Gold Club, 6117 123rd Place; Chancery Pub & Restaurant, 11900 108th Street; Cheddar's Scratch Kitchen #2087, 10366 77th Street; Chili's Grill & Bar, 6903 75th Street; Famous Dave's 9900 77th Street; Gordy's Prairie Pub, 2812 Springbrook Road; Halter Wildlife, Inc., 9626 113th Street; Honada Sushi & Hibachi, 8501 75th Street, Suite G; Iguana Wana Mexican Restaurant, 9080 76th Street, please note that the premise description was updated to include an outside patio; Johnny's Z's Pour House, 10936 Sheridan Road; Milwaukee Burger Company, 9901 77th Street, Suite 810, the Olive Garden Italian Restaurant #1845, 10110 77th Street; Pinot's Pallet, 9020 76th Street, Suite E2; Ruffolo's Pizza, 11820 Sheridan Road; Starlite Club, 8936 24th Avenue; Valeo's Pizza, 9755 76th Street #703; Village Inn Supper Club, 10909 Sheridan Road; and Wooden Nickel, 11606 Sheridan Road.

The building inspection department reports no building code violations. The community development department reports that the properties have passed the zoning inspections. However, some properties have some minor repairs to be completed by June 29th. These repairs are not contingent upon the issuance of the license. The fire and rescue department reports that there are outstanding test and fees. Properties that require a fire sprinkler alarm test are contingent upon the issuance of the license and must be completed by June 30th.

Chief Smetana conducted and approved the background checks on the agent of the corporation and/or individual of the trade name. Licenses if granted will be issued to the agent of corporation or an individual of the trade name and premise as describe. I hereby recommend approval of the liquor license for the period of July 1, 2018 through June 30, 2019 as presented in written form contingent upon payment of license fees, publications fees, delinquent real estate or personal

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property taxes, delinquent invoices, delinquent utilities, outstanding forfeitures, unpaid fire department re-inspection fees and sprinkler or alarm test.

John Steinbrink:

All right, this being a public hearing I will open it up for public comment or question. Any signups?

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

Anyone wishing to speak? Anyone wishing to speak? Anyone wishing to speak? Hearing none I'll close the public hearing and open it up to Board comment or question.

Michael Serpe:

Mike, use the microphone.

Mike Pollocoff:

Oh, I'm sorry. Do we have a financial report as to where any of these entities are with respect to their taxes or utility bills?

Jane Snell:

There are a couple minor ones. I don't have it with me this evening, but there are a few minor ones. I think BP has a small amount. It was like \$3,000. And then there was one other one, but that one had been paid. So they're very small invoices. And there was another invoice I want to say Iguana Wanna and it was paid. So I will do another check with the finance department before issuing notifications out to the establishments which are going out tomorrow.

Mike Pollocoff:

Okay.

Michael Serpe:

John, I'd move approval of the license subject to completion of all the payments, fees and outstanding zoning violations that may be involved.

Mike Pollocoff:

I'd second that.

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John Steinbrink:

We have a motion and a second. Is there any other discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

SERPE MOVED TO GRANT THE RENEWAL OF THE FOLLOWING LIQUOR LICENSES FOR LICENSING YEAR JULY 1, 2018 THROUGH JUNE 30, 2019 SUBJECT TO ALL PAYMENTS OF FEES AND OUTSTANDING ZONING VIOLATIONS PRESENTED IN WRITTEN FORM:

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2018 - 2019 FERMENTED MALT BEVERAGE/INTOXICATING LIQUOR/CIDER/WINE LICENSES					
CATEGORY	Trade Name	Property Address	Company	Individual/Agent	Premise Description as appears on licenses
CLASS "A" BEER	BP AM/PM	10477 120th Avenue	R & D IV, INC.	SYED HUSSAIN	One (1) story building only located at 10477 120th Avenue, Pleasant Prairie, Wisconsin
CLASS "A" BEER	STATELINE QUICK SHOP	12720 Sheridan Road	GRAHAM ENTERPRISES, INC.	ANTHONY M. BUCHES	StateLine Quick Shop located at 12720 Sheridan Road, Pleasant Prairie, Wisconsin including a gas station and convenience store with coolers
CLASS "A" BEER	WALGREEN'S #07965	7520 118th Avenue	WALGREENS CO	HEIDI M. HURT-SIIX	Walgreen's #07965 located at 7520 118th Avenue, Pleasant Prairie, Wisconsin including a drug store with sundries in a One (1) story building (Def 14 620 sq. ft.), only
CLASS "A" BEER AND "CLASS A" LIQUOR	COSTCO WHOLESALE #1198	7707 94th Avenue	COSTCO WHOLESALE CORPORATION	SANDRA J. ZIPP	Costco Wholesale #11989 located at 7707 94th Avenue, Pleasant Prairie, Wisconsin including a one (1) story 153,955 square foot building
CLASS "A" BEER AND "CLASS A" LIQUOR	DREAM LIQUOR & CIGAR	4417 75th Street	H & N ENTERPRISES, INC.	HARJEET SINGH	Dream Liquor & Cigar located at 4417 75th Street, Kenosha, Wisconsin including indoor first floor
CLASS "A" BEER AND "CLASS A" LIQUOR	TARGET STORE 12251	9777 76th Street	TARGET CORPORATION	SARAH L. GERULSKI	Target Store 12251 located at 9777 76th Street, Pleasant Prairie, Wisconsin including indoor first floor
CLASS "A" BEER AND "CLASS A" CIDER	KWIK TRIP 975	8800 75th Street	KWIK TRIP, INC.	JOSEPH B. METZ	Kwik Trip Store #975 located at 8800 75th Street, Kenosha, Wisconsin including one (1) story stucco and glass building consisting of a sales floor, walk in cooler and sales counter
CLASS "A" BEER AND "CLASS A" CIDER	KWIK TRIP 172	8900 76th Street	KWIK TRIP, INC.	PAUL D. TORGERTSON	Kwik Trip #172 located at 8900 76th Street, Pleasant Prairie, Wisconsin including one (1) story frame construction with storage in walk in cooler on sales floor
CLASS "A" BEER AND "CLASS A" CIDER	KWIK TRIP 230	10451 72nd Avenue	KWIK TRIP, INC.	ASHLEY E. BRAUN	Kwik Trip #230 located at 10451 72nd Avenue, Pleasant Prairie, Wisconsin including one (1) story frame construction with storage in walk in cooler on sales floor
CLASS "A" BEER AND "CLASS A" CIDER	PANTRY 41 MOBIL	7511 118th Avenue	ROADSIDE PETROLEUM, INC.	SURENDRA P. SINGH	Pantry 41 Mobil located at 7511 118th Avenue, Pleasant Prairie, Wisconsin including one (1) building consisting of gas station and convenience store
CLASS "B" BEER	CHIPOTLE MEXICAN GRILL #2820	9370 76th Street, Suite B	CHIPOTLE MEXICAN GRILL OF COLORADO, LLC	BRIAN J. BUSHAW	Chipotle Mexican Grill #2820 located at 9370 76th Street, Suite B, Pleasant Prairie, Wisconsin including refrigerator behind the POS counter and storage in back, excluding the patio
CLASS "B" BEER AND "CLASS B" LIQUOR	JOHNNY'S POUR HOUSE	10936 Sheridan Road	JZEMBA ENTERPRISES, LLC	JOHN P. ZEMBA	Johnny's Pour House located at 10936 Sheridan Road, Pleasant Prairie, Wisconsin including building, basement and outdoor patio/picnic area with fencing contiguous to building
CLASS "B" BEER AND "CLASS B" LIQUOR	BIG OAKS GOLF CLUB	6117 123rd Place	TIMBER RIDGE VENTURE, LLC	JOSE N. REYES	Big Oaks Golf Course located at 6117 123rd Place, Pleasant Prairie, Wisconsin including one (1) story clubhouse and golf course
CLASS "B" BEER AND "CLASS B" LIQUOR	CHANCERY PUB & RESTAURANT	11900 108th Street	RESTAURANT OF PLEASANT PRAIRIE, INC.	GEORGE N. FLEES	Chancery Pub & Restaurant located at 11900 108th Street, Pleasant Prairie, Wisconsin including 7,300 square feet restaurant, hotel rooms and banquet facilities
CLASS "B" BEER AND "CLASS B" LIQUOR	CHEDDAR'S SCRAITCH KITCHEN #2087	10366 77th Street	CHEDDAR'S CASUAL CAFE, INC.	TRAVIS M. PRESTON	Cheddar's Casual Cafe located at 10366 77th Street, Pleasant Prairie, Wisconsin including 8,066 square foot building with kitchen, dining and storage area
CLASS "B" BEER AND "CLASS B" LIQUOR	CHILI'S GRILL & BAR	6903 75th Street	ERJ DINING III, LLC	PAUL S. THOMPSON	Chili's Grill & Bar located at 6903 75th Street, Kenosha, Wisconsin including bar, dining and locked storage off of kitchen area
CLASS "B" BEER AND "CLASS B" LIQUOR	FAMOUS DAVE'S	9900 77th Street	TEAM R N B WISCONSIN, LLC	PETER J. BENEDICT	Famous Dave's located at 9900 77th Street, Pleasant Prairie, Wisconsin including entire facility and the fenced-in patio
CLASS "B" BEER AND "CLASS B" LIQUOR	GORDY'S PRAIRIE PUB	3812 Springbrook Road	PRAIRIE PUB, LLC	LINDA A. DEBARTOLO	Gordy's Prairie Pub located at 3812 Springbrook Road, Pleasant Prairie, Wisconsin including first floor, basement, front porch and beer garden area south/east contiguous to building
CLASS "B" BEER AND "CLASS B" LIQUOR	HALTER WILDLIFE, INC.	9626 113th Street	HALTER WILDLIFE, INC.	ALAN F. BENSON	Halter Wildlife located at 9626 113th Street, Pleasant Prairie, Wisconsin including two story lodge and storage shed
CLASS "B" BEER AND "CLASS B" LIQUOR	HONADA SUSHI & HIBACHI	8501 75th Street, Suite G	HONADA WISCONSIN CORPORATION	XIAO BIN CHEN	Honada Sushi & Hibachi located at 8501 75th Street, Suite G, Kenosha, Wisconsin including restaurant
CLASS "B" BEER AND "CLASS B" LIQUOR	MILWAUKEE BURGER COMPANY	9901 77th Street, Suite 810	RETAIL ENTERPRISES, INC.	MATTHEW G. NEDWESKI	Milwaukee Burger Company located at 9901 77th Street, Suite 810, Pleasant Prairie, Wisconsin including dining room, bar, liquor closet, cooler and office
CLASS "B" BEER AND "CLASS B" LIQUOR	THE OLIVE GARDEN ITALIAN RESTAURANT #1845	10110 77th Street	GMRI, INC.	JEFFERY A. ZIMMERMAN	The Olive Garden Italian Restaurant #1845 located at 10110 77th Street, Pleasant Prairie, Wisconsin including one (1) story 7,444 square feet building, dining seats 206 and bar seats 40
CLASS "B" BEER AND "CLASS B" LIQUOR	RUFFOLO'S PIZZA	11820 Sheridan Road	RUFFOLO'S PIZZA, LLC	RICHARD M. STILES	Ruffolo's Pizza located at 11820 Sheridan Road, Pleasant Prairie, Wisconsin including a one (1) story building, basement and 20 x 24 fenced in patio area contiguous to building
CLASS "B" BEER AND "CLASS B" LIQUOR	STARLITE CLUB	8936 24th Avenue	JAAD, LLC	ANGELA J. DANIELS	Starlite Club located at 8936 24th Avenue, Pleasant Prairie, Wisconsin including main building with basement
CLASS "B" BEER AND "CLASS B" LIQUOR	VILLAGE INN SUPPER CLUB	10909 Sheridan Road	PAS, LLC	SUSAN E. NEAHOUS	Village Inn Supper Club located at 10909 Sheridan Road, Pleasant Prairie, Wisconsin including entire free standing building
CLASS "B" BEER AND "CLASS B" LIQUOR	WOODEN NICKEL	11606 Sheridan Road		JOSEPH D. NICKEL	Wooden Nickel located at 11606 Sheridan Road, Pleasant Prairie, Wisconsin including a one (1) story framed building and picnic area contiguous to building
CLASS "B" BEER AND "CLASS B" LIQUOR	PINOT'S PALETTE	9020 76th Street, Suite E2	AB-SALUTE CREATIVE, LLC	MICHAEL T. SCHOENKE	Pinot's Palette located at 9020 76th Street, Suite E2, Pleasant Prairie, Wisconsin
CLASS "B" BEER AND "CLASS B" LIQUOR	IGUANA WANA MEXICAN RESTAURANT	9080 76th Street	IGUANA WANA, INC.	ALICIA A. PATTERSON	Iguana Wana Mexican Restaurant located at 9080 76th Street, Pleasant Prairie, Wisconsin including outside patio
CLASS "B" BEER AND "CLASS B" LIQUOR	VALEO'S PIZZA	9755 76th Street, #703	VALEO'S PIZZA KITCHEN II, LLC.	ERIC J. SPATA	Valeo's Pizza Restaurant located 9755 76th Street, Pleasant Prairie, Wisconsin including kitchen, coolers and bar of Unit 730 and 740
CLASS "B" BEER AND "CLASS C" WINE	MOD SUPER FAST PIZZA	9250 76th Street, Suite A	MOD SUPER FAST PIZZA WISCONSIN, LLC	KRISTIA C. SCOTT	MOD Super Fast Pizza located at 9250 76th Street, Suite A, including a one (1) story building, restaurant and adjacent outside fenced-in patio area and locked storeroom

SECONDED BY POLLOCOFF; MOTION CARRIED 3-0.

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7. CITIZEN COMMENTS

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

Anyone wishing to speak on citizens' comments? Hearing none I'll close citizens' comments.

8. ADMINISTRATOR'S REPORT

Nathan Thiel:

Thank you, President. I have just two items. One, just by way of information the Prairie Highland Corporate Park we're in the process of setting up the property owners association and architectural committee. Both Jean Werbie and I will be serving on those committees, and we're waiting for a Haribo representative. And then just a correction. I stand corrected. I mentioned June 6th as the passing of Reverend Hackbarth and it was actually May 30th. That would be pretty incredible that he went into the future. But June 6th is his visitation. And so I just wanted to point that out and correct myself. That's all I have.

9. NEW BUSINESS

- A. Receive Plan Commission recommendation and consider for approval a Certified Survey Map to combine two parcels located at the southwest corner of STH165 and CTH H.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is a request by Matt Carey, P.E. of Pinnacle Engineering Group, and this is on behalf of the Wangard Partners. And this approval for a Certified Survey Map, and this is to combine two parcels for the development for a speculative industrial building at the southeast corner of Highway 165 and County Trunk Highway H.

As shown, the Certified Survey Map does identify that the parcels will be combined into one, and it will be an 11.6329 acre parcel. Specifically, they are going to have their direct access for the site off of H or 88th Avenue as the main truck entrance. And there will be two other entrances off of 86th Avenue primarily for their vehicular car traffic coming into the site.

Specifically this is a matter that was before our Village Plan Commission at our last meeting on May 29th. And, again, they are requesting to construct on this site a 196,300 square foot speculative industrial building. And the revised plans actually have already been resubmitted by the petitioner for us to vet out and to confirm that any and all comments that were set forth as conditions of approval by the Plan Commission are addressed.

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In talking with their engineer today, their architect today, we're also in the process of scheduling the preconstruction meeting. And we're also getting confirmation regarding the wetland on the property, that that artificial wetland would be filled and that there's no Army Corps of Engineers jurisdiction. So with that the petitioner knows that with the Certified Survey Map and the Site and Operational Plan approval by the Plan Commission that this project can move forward. Again, if 50 percent or more of this building has one single tenant because right now it's speculative, that project would need to come back to the Plan Commission for approval for that single tenant or the joint tenancy. Staff recommends approval of the Certified Survey Map as presented subject to the comments and conditions as outlined in the staff memorandum.

Mike Pollocoff:

Move approval of the Certifies Survey Map.

Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second for approval of the Certified Survey Map. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

POLLOCOFF MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP TO COMBINE TWO PARCELS LOCATED AT THE SOUTHWEST CORNER OF STH165 AND CTH H; SECONDED BY SERPE; MOTION CARRIED 3-0.

B. Receive Plan Commission recommendation and consider for approval Ordinance #18-21 a Zoning Text Amendment to Chapter 420 as it relates to Fountain Ridge Apartment Planned Unit Development to amend the setbacks to the property lines and to correct the legal description.

Jean Werbie-Harris:

Mr. President and members of the Board, this is a Zoning Text Amendment at the request of Carl Ambrosius, and he's with Lexington Homes Inc. And he's the agent for the owner, Fountain

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Ridge LLC. This is to amend Chapter 420 Attachment 3 Appendix C which is the Specific Development Plan 46 entitled Fountain Ridge Apartments Planned Unit Development or (PUD). The PUD is proposed to be modified to amend the setbacks of the property lines related to the ten unit buildings which is buildings 4 through 7 within the Fountain Ridge Apartments development, and also to correct the legal description of the properties. And this is resulting from a new Certified Survey Map that was recently recorded when there was a correction in that gap of the legal that we had talked about at the Plan Commission meeting.

In addition, the exhibits in the PUD are also going to be updated to reflect all of the different buildings to be included in the DSIS agreement for the property. Again, specifically we're adjusting some lot lines for the ten unit buildings. The buildings will be a minimum of 30 feet to the north property line and 50 feet from the west property line. And the DSIS agreement specifically addresses that all of the buildings on the site including the clubhouse and the larger 60-unit buildings they'll all be covered by a digital security imaging system. And that agreement is also being executed by the developer so that they all will have the coverage as requested by the Village. The staff recommends approval as presented subject to the comments and conditions as outlined and as discussed at the Plan Commission and the Board meeting.

Michael Serpe:

Move approval of Ordinance 18-21.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second for adoption of 18-21. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

SERPE MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #18-21 FOR A ZONING TEXT AMENDMENT TO CHAPTER 420 AS IT RELATES TO FOUNTAIN RIDGE APARTMENT PLANNED UNIT DEVELOPMENT TO AMEND THE SETBACKS TO THE PROPERTY LINES AND TO CORRECT THE LEGAL DESCRIPTION; SECONDED BY POLLOCOFF; MOTIN CARRIED 3-0.

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C. Consider Resolution #18-19 to authorize signers for the Village's Bank Accounts at Associated Bank.

Kathy Goessl:

Mr. President and Village Board, this resolutions defines the positions that are authorized to sign on our accounts at Associated Bank. On the previous resolution that was approved last fall had names in it s well as positions, and the bank wanted an updated one without names to be more generic so in the future if any of these turn over we can use the same resolution to update the signers on the account. So we've kept Tom Shircel on the account as Assistant Village Administrator. And then we added Nathan, and also Jane Romanowski was still on the account so we switched it to Jane Snell. So now we have five signers. We need two signatures on each check that we do manually put together.

Mike Pollocoff:

I move we approve Resolution 18-19 authorized the unnamed people to sign the checks.

Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second for adoption of Resolution 18-19. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

POLLOCOFF MOVED TO APPROVE RESOLUTION #18-19 TO AUTHORIZE SIGNERS FOR THE VILLAGE'S BANK ACCOUNTS AT ASSOCIATED BANK; SECONDED BY SERPE; MOTION CARRIED 3-0.

D. Consider the 2018 - 2019 Towing Services License Renewal Applications.

Jane Snell:

Mr. President and Board members, before you tonight are the 2018 - 2019 towing services license issued in the Village. A towing license is required for companies who wish to be on a rotating list for services requested by the Village or by the police department. A person may request a

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specific towing company if they so choose. The standard rate of fees is also outlined in our ordinance. There are seven companies that I will read into the record. The seven companies seeking renewal are Firehouse Performance, LLC, J & M Towing, Jantz Auto Sales, Inc., Jantz Yard 4 Automotive, Inc., Jensen Towing, Atlas Service Center dba McDevitt's Towing and Pro Towing.

All applications comply with Section 332 of the Municipal Code, and the license fees have been paid. There are no outstanding delinquencies or forfeitures, and background checks have been completed. Chief Smetana and I recommend approval of the seven applicants and their businesses for the issuance of towing service license for the period of July 1, 2018 through June 30, 2019 subject to the provisions of Chapter 332 of the Municipal Code.

Mike Pollocoff:

Mr. President, I recommend we approve the applications as submitted.

Michael Serpe:

Second.

John Steinbrink:

Motion and second. Further discussion? Chief, does that include storage at all these facilities, is that a requisite of it or storage we have specified?

Chief Smetana:

The only facility that does storing for us is Jensen.

John Steinbrink:

Pardon?

Chief Smetana:

The only facility that does storing for us is Jensen.

John Steinbrink:

Jensen then. So it's not a requisite for providing the towing service?

Chief Smetana:

That's correct.

John Steinbrink:

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No further questions? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

POLLOCOFF MOVED TO GRANT TOWING SERVICES LICENSES TO FIREHOUSE PERFORMANCE, LLC, J & M TOWING, JANTZ AUTO SALES, INC., JANTZ YARD 4 AUTOMOTIVE, INC., JENSEN TOWING, ATLAS SERVICE CENTER DBA MCDEVITT'S TOWING AND PRO TOWING FOR THE LICENSING YEAR JULY 1, 2018 THROUGH JUNE 30, 2018; SECONDED BY SERPE; MOTION CARRIED 3-0.

E. Consider disallowance of the claim submitted by Margaret Eis for damage to her vehicle tire, allegedly caused by a piece of metal deposited near her residence by the Village of Pleasant Prairie.

John Steinbrink, Jr.:

Mr. President and members of the Board, last month Margaret Eis who resides at 5307 73rd Street contacted public works saying that she had a tire damaged because of a piece of metal, a razor blade, supposedly left by crews on the road. We told her to contact Statewide Services. She did. Statewide Services did a comprehensive evaluation and investigation and found no warrants to this claim. So I do recommend denial and disallowance of the claim.

Michael Serpe:

Move to concur with the superintendent's recommendation for denial.

Mike Pollocoff:

Second.

John Steinbrink:

A motion and a second. Further discussion? Those in favor?

Voices:

Aye.

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John Steinbrink:

Opposed? So carries.

SERPE MOVED TO DISSALLOW THE CLAIM FILED BY MARGARET EIS FOR DAMAGE TO HER VEHICLE TIRE, ALLEGEDLY CAUSED BY A PIECE OF METAL DEPOSITED NEAR HER RESIDENCE BY THE VILLAGE OF PLEASANT PRAIRIE; SECONDED BY POLLOCOFF; MOTION CARRIED 3-0.

F. Consider and approve Letter of Credit Reduction No. 1 for Arbor Ridge Development.

John Steinbrink, Jr.:

Mr. President and members of the Board, Arbor Ridge Subdivision generally located in the Prairie Ridge commercial area has requested the next letter of credit reduction #916 for the amount of \$658,973.69. Village staff has been inspecting it, has been evaluating all of the recommendations, and we do recommend the reduction in a letter of credit for that amount.

Mike Pollocoff:

Mr. President, I move we approve the letter of credit reduction by the public works director as presented.

Michael Serpe:

Second.

John Steinbrink:

Motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

POLLOCOFF MOVED TO APPROVE LETTER OF CREDIT REDUCTION LETTER OF CREDIT REDUCTION NO. 1 FOR ARBOR RIDGE DEVELOPMENT; SECONDED BY SERPE; MOTION CARRIED 3-0.

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G. Consider an approve Letter of Credit Reduction No. 5 for the Cottages at Village Green.

John Steinbrink, Jr.:

Mr. President and members of the Board, the next request we have for reduction of letter of credit is by the Cottages at Village Green generally located in the center of the Village in the northeast quadrant of the Village Green Subdivision. As you can see by the next slide all of the public improvements have been completed by the developer for Phase 1. We do recommend a letter of credit reduction of \$127,657.17, LLC reduction number 1540 for the Cottages at Village Green LLC.

Michael Serpe:

Move to concur with the superintendent's recommendation.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second. Any further discussion on this item? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

SERPE MOVED TO APPROVE LETTER OF CREDIT REDUCTION NO. 5 FOR THE COTTAGES AT VILLAGE GREEN; SECONDED BY POLLOCOFF; MOTION CARRIED 3-0.

10. VILLAGE BOARD COMMENTS

Michael Serpe:

I have just one question. Jean, now that Main Street Market grading is underway, has the traffic study been completed, and is there any future road work coming in the near future?

Jean Werbie-Harris:

So the traffic study and the MOU have been submitted to the Village in draft form. And the staff has a few questions that we want to discuss with the DOT before entering into the MOU with

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them. And so we have two issues that we would like to vet out with them. And we actually spoke with the DOT today but not the right individuals at the state. So we will be speaking with them this week to determine what our next steps are to get that MOU approved for that. They would like to move forward this year with respect to some construction.

However, I'd have to ask Matt Fineour, but I know that they're working on engineering plans for Old Green Bay Road. I'm just not sure if they're more than -- they may be 30 or 40 percent complete. I had talked to Dan Szczap about a week ago, but the next step is to really complete that MOU and get that before the Board in June hopefully. And then they'll keep working on their plans so that we can move forward with the construction sometime later this summer.

Michael Serpe:

Thank you.

Mike Pollocoff:

I have one other comment. I know we had a moment of silence for Don Hackbarth. Don is one of those guys who was generally pretty quiet. There were things that he was pretty vocal about especially when we were cutting trees down at a record rate. But Don had kind of an unseen or quiet impact on the community. When we brought him on to be the Chaplain for the fire department, I can think back to the fire at the Shell station where the Ekornaas kid died, and we had a couple firefighters who were pretty messed up over it. And Don had counseling training, and he got their heads squared away and got them back on the road again. And he did that for years. And he did it for nothing. He just did it for us.

I remember when the guy went through the wood chipper. It was as horrific a scene as you could imagine, and the neighbors were all there when it happened. And when Chief Wagner asked him to go over there and see what he could do he got his arms around those people and got them squared away. It was just an awful site. But there was all sorts of things that he did without little fanfare, and they had a big impact on us continuing to be able to do the things that we needed to do.

And he hasn't been Chaplain now for maybe a couple years. I think he's been gone since he's been ill. But guys like that have an impact on the community and sometimes people don't notice it. I think the Board did a really good thing when they named that trail in honor of Don because that's one of the things that will carry on. But he was definitely one of the good guys and we're going to miss him.

Michael Serpe:

I stopped to see him a few weeks ago, Mike, and it was sad to see Don. His mind was fine. His sense of humor was there but he couldn't walk. I mean he just laid in that chair and that couch all day long. Sad to see that. The only thing I regret was that I asked him is there a favorite beverage. He says, yeah, I like a little scotch. I said, okay, I'll come back with a little scotch and

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I never came back with that drink and I wish I would have. Don was a special person, a very special person and he will be missed.

John Steinbrink:

One other item, saw tonight another example of the caliber of the people we have working for the Village. All our people are top notch, all our departments, all our personnel. And, of course, every day we're under the limits of the state, and that really hinders us in keeping our quality people. And I know Steve has done a great job of keeping our elected officials' feet to the fire. And it's election time, and it seems to be that time of year when they seem to listen best. So it might be a good time to drop them a note and tell them to think about the people down here. Because we provide the services. We provide the stuff that makes the community great and the state great. So they seem to forget that. They seem to think that our job is to feed Madison and it's not. Our job is to take care of our people here who take care of our people in the Village.

Nathan Thiel:

Just to note they will be visiting with me next Wednesday. So I look forward t that conversation.

John Steinbrink:

I hope you like the song and dance.

11. ADJOURNMENT

Michael Serpe:

I would move adjournment of the Town Board.

Mike Pollocoff:

I second whatever.

John Steinbrink:

Motion and a second. Those in favor?

Voices:

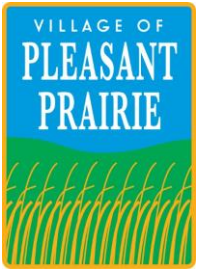
Aye.

John Steinbrink:

Opposed? So carries.

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**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY
POLLOCOFF; MOTION CARRIED 3-0 AND MEETING ADJOURNED AT 6:55 P.M.**



MEMORANDUM

To: Village Board of Trustees
From: John Steinbrink, Jr., P.E., Director of Public Works
Subject: 2018 Sidewalk Replacement Project Notice to Residents
Date: June 18, 2018

Village residents were notified via USPS mail on June 6, 2018 that their neighborhood is scheduled for sidewalk repairs during the 2018 construction season. The sidewalk sections that require replacement due to various deficiencies or safety issues were identified and marked with pink paint by Village staff. Village residents were notified and invited to tonight's public hearing.

Village residents have also been notified of the cost to repair the sidewalk sections for their property and have two options to have the sidewalk sections repaired.

1. Reimburse the Village for sidewalk replacements completed by the Village contractor, RAZA of Racine, LLC, contract unit prices. The Village of Pleasant Prairie will bill the owner for the contracted work as a special charge.
2. Property owners can choose to use their own contractor. The following requirements must be met to use your own contractor:
 - a. A Right-of-Way permit must be obtained by the contractor performing the work. The cost of the permit fee will be waived. Deadline to apply for the permit is **July 9, 2018**.
 - b. The contractor must be a Village Pre-Qualified Contractor.
 - c. All work completed by the contractor must be inspected by the Village Public Works Department.
 - d. All work including restoration must be completed by **July 30, 2018**.

Village residents will need to notify the Public Works Department with the option that they are going to choose by **July 2, 2018**.

Sidewalks not properly replaced by property owners by **July 30, 2018** will be completed by the Village contractor, RAZA of Racine, LLC and will the Village of Pleasant Prairie will bill the property owners as a special charge.

VILLAGE BOARD
OF THE
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

RESOLUTION NO. 18-20

A RESOLUTION APPROVING PROJECT PLAN AMENDMENT #1 FOR
TAX INCREMENTAL DISTRICT NO. 5 OF THE
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO

WHEREAS, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin (the "Village") created Tax Incremental District No. 5 (the "District") in order to provide for further promotion and attraction of industrial and commercial development on the vacant land located west of I-94, north of County Trunk Highway Q and south of County Trunk Highway C, further known as Prairie Highlands Corporate Park;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, the plan commission of the Village (the "Plan Commission") prepared a proposed Amendment #1 to the project plan for the District (the "Project Plan Amendment") to include new project expenses not included in the original project plan (the "Project Plan"), to modify the boundaries of the District to add territory to the District and allow for project costs to be incurred for territory that is located within a one-half mile radius of the boundaries of the District, all of which will promote and attract further industrial development and will increase the Village's tax base;

WHEREAS, on June 11, 2018, the Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the District and the proposed Project Plan Amendment;

WHEREAS, on June 11, 2018, the Plan Commission also duly adopted a resolution (the "Adopting Resolution") which adopted the Project Plan Amendment and recommended and submitted it to this Village Board for approval; and

WHEREAS, the Project Plan Amendment, the Project Plan and certified copies of the Adopting Resolution have been presented to this Village Board and reviewed by Village staff and counsel to the Village.

NOW, THEREFORE, be it resolved by the Village Board of the Village of Pleasant Prairie, Wisconsin, that:

Section 1. Amendment of the District; Approval of Project Plan Amendment. The Project Plan is hereby amended pursuant to and as set forth in Project Plan Amendment with respect thereto, attached as Appendix A hereto and incorporated herein by reference. The Project Plan Amendment is hereby approved pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes.

Section 2. Feasibility of Project Plan. Based on the information set forth in the Project Plan Amendment, including the economic feasibility report which is a part of such Project Plan Amendment, this Village Board finds and determines that the Project Plan Amendment is feasible.

Section 3. Findings with Respect to the District. The Village Board makes the following findings with respect to the Project Plan Amendment and Tax Incremental District No. 5, as amended:

(a) Not less than 50 percent, by area, of the real property within the District is suitable for "industrial sites" within the meaning of Section 66.1101 of the Wisconsin Statutes and is zoned for industrial use. The real property within the District that is found suitable for industrial sites and zoned for industrial use will remain zoned for industrial use for the life of the District;

(b) Improvement of the area in the District is likely to enhance significantly the value of substantially all of the other real property in the District;

(c) The project costs described in the Project Plan and the Project Plan Amendment of the District directly serve to promote industrial development;

(d) That, but for the creation of the District and the amendment of the Project Plan, industrial development of the property in the District would not occur as described in the Project Plan and the Project Plan Amendment for the District; and

(e) The sum of the following amounts does not exceed 12 percent of the total equalized value of taxable property within the Village: (i) the equalized value of taxable property to be added to the District; (ii) the value increment of all existing tax incremental districts in the Village other than Tax Incremental District No. 2; and (iii) 1.33 times the tax incremental base of Tax Incremental District No. 2.

Section 4. Conformity with Master Plan. Based on the information set forth in the Project Plan Amendment, this Village Board hereby finds and determines that the Project Plan Amendment is in conformity with the master plan of the Village.

Approved: June 18, 2018

President

Attest:

Village Clerk

(SEAL)

APPENDIX A

PROJECT PLAN AMENDMENT

(See attached)



Tax Increment District No. 5

(Prairie Highlands Project)

PROJECT PLAN AMENDMENT #1

District Type: Industrial
Creation Date: April 17, 2017
Expenditure Period: April 17, 2032
Termination Date: April 17, 2037
First Amendment Date: June 18, 2018

June 12, 2018

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Introduction and Amendment Schedule

Tax Increment District No. 5 (“TID 5” or the “District”) is an existing industrial district which was created by resolution of the Village of Pleasant Prairie (the “Village”) Village Board on April 17, 2017. TID 5 has not previously been amended. The District will remain an industrial district after the proposed amendment. This project plan amendment (“Amended Project Plan”) supplements, and does not supersede or replace any component of the original project plan dated April 17, 2017 (the “Project Plan”), unless specifically stated. All original components of the Project Plan that are not amended remain in effect.

The Village proposes to amend the boundaries of the TID 5 to add territory to the District and facilitate new development opportunities. Map 1 shows the current boundaries of TID 5 along with tax parcel numbers and Map 2 shows the proposed amended boundaries, floodplain and wetlands. This amendment will also modify the categories, locations, or costs of the Projects to be undertaken to provide incentives and opportunities for additional private development within the District and within a ½ mile radius of the District.

Wisconsin Statutes Section 66.1105(4)(h)2 provides authority for a Village to amend the boundaries of an existing Tax Increment District for purposes of adding or subtracting territory up to a total of four(4) times during the life of the District. A three-phased approval process is required to amend TIF Districts including approval by the Plan Commission, Village Board, and the Joint Review Board (JRB). The following is the meeting schedule for the Village of Pleasant Prairie TID 5 amendment process:

<u>Date</u>	<u>Meeting</u>
5/14/18	Initial Plan Commission Meeting
5/30/18	First JRB Meeting
6/11/18	Plan Commission Public Hearing
6/18/18	Village Board Meeting
6/28/18	2 nd JRB Meeting
6/29/18	Submit Approval Documents to DOR

Implementation of the Amended Project Plan and construction of the public and private improvements contained herein will still require individual consideration and authorization by the Village Board. Public expenditures for projects listed in the Project Plan and Amended Project Plan should and will be based on the ability of the Village and/or a developer to finance the projects, market conditions, and the status of development in the various time periods that portions of the project are scheduled for construction.

The Village Board is not mandated to make the public expenditures described in this Amended Project Plan, but is limited to the types of expenditures listed herein. Any additional changes to the boundaries or types of eligible projects will require a formal amendment to the Project Plan with public review by (including a public hearing) the Plan Commission and the Village Board

with JRB approval. Redistribution of project expenditures from one project category to another will not require an amendment to the Project Plan.

District Type Declaration and Confirmation

The District will continue to be an industrial district and not less than fifty percent (50%) of the district, by area (as amended), is suitable for industrial development. The Industrial Lands are zoned industrial (M-5), other lands are zoned Commercial (B-3, B-4, B-5 & B-6) and wetland areas are zoned Conservancy (C-1). Outlots for storm water facilities are zoned Open Space (PR-1), the existing water tower site and tourist information center are zoned institutional (I-1) and the 100-year floodplain is zoned FPO. Maps 7 and 8 show existing and proposed zoning for TID 5.

General Description of Project

Tax Increment District No. 5

The Village of Pleasant Prairie (the "Village") is amending TID 5 to provide for further promotion and attraction of industrial development and increasing the tax base of the Village.

Overlapping Tax Incremental Districts:

TID 5 is considered an overlapping tax increment district as it overlaps with a portion of the existing Village Tax Incremental District No. 2 ("TID 2") and will continue to overlap following the boundary amendment.

Pursuant to Wisconsin Statutes Section 66.1105(10), Wisconsin's Tax Increment Law allows municipalities to create overlapping tax incremental districts. The boundaries of an overlay district may overlap one or more existing TIF Districts.

In the case of an overlapping TIF District, Wisconsin law (Section 66.1105(10)) provides that in determining how positive tax increments generated by an area within an overlapping district are allocated among the overlapping districts (but for no other purpose), the aggregate value of the taxable property in the area, as equalized by the Department of Revenue in any year for each earlier created district, is the portion of the tax incremental base of the overlapping District attributable to the overlapped area.

General TID 5 Description

The boundaries of the District will include the streets, highways and intersections. The general TID 5 project boundaries, including the amendment, are irregular in shape and are described in the section entitled "Legal Description" herein.

The TID 5 amendment includes the following new Tax Parcel numbers (in addition to the Tax Parcel Numbers included in the Project Plan):

Tax Parcel Number	Owner	Total Acres
92-4-122-192-0302	Village of Pleasant Prairie CDA	11.520
92-4-122-193-0125	WisPark LLC	10.460
92-4-122-193-0161	WisPark LLC	12.270
92-4-122-193-0166	WisPark LLC	21.830
92-4-122-251-0153	Route 165 LLC	18.580
92-4-122-302-0150	State of Wisconsin DOT	17.750
92-4-122-302-0175	State of Wisconsin DOT	10.750
92-4-122-302-0124	3.86 Pleasant Prairie LLC	3.860
92-4-122-302-0103	Village of Pleasant Prairie (Water Tower)	.500
92-4-122-302-0165	WisPark LLC	7.270
92-4-122-302-0101	Varin/Kenosha Hotel Partners II LLC	2.883
92-4-122-302-0102	Varin/Kenosha Hotel Partners I LLC	3.354
92-4-122-302-0172	LVCI LLC	5.830
92-4-122-193-0152	Lakeview Corporate Park Association	.180
92-4-122-193-0151	Village of Pleasant Prairie	.180
TOTAL		127.217

The primary reasons for the amendment of the TID 5 Project Plan are:

- Amendment of the District boundaries and legal description.
- Provide for project costs to be incurred for territory that is located within a one-half mile radius of the amended boundaries of the District.
- The provision of updated project costs that include all amended areas to complete infrastructure improvements consisting of roads, intersections, traffic signals, municipal water, sanitary sewer, site work, grading, storm water, site access, the acquisition of any land necessary for required improvements and other eligible project costs under Wisconsin Statute Section 66.1105.
- The amendment of TID 5 is necessary to accommodate proposed development within the District, as amended.

The Village anticipates project expenditures of approximately \$63,221,467 to undertake projects in TID#5, as amended. When adding Administrative and other (e.g. legal, advisory, and administrative costs), the proposed total project cost is estimated at **\$67,753,820**. Legal, administrative & other costs in the below table do not include interest or issuance costs on any debt issued to pay for the project costs. Those amounts will vary, and are estimated in schedules contained in this Amended Project Plan. Interest costs and financing costs shall be eligible project costs in addition to the total project costs set forth below.

Project Cost Summary

Category	2017 Project Plan Cost Estimate	2018 Amendment #1 Cost Estimate
Overall Project Costs	\$50,312,500	\$63,221,467
Legal, Admin & Other	4,550,000	4,532,353
Total	\$54,862,500	\$67,753,820

* Legal, Admin and Other costs may vary but are currently estimated at \$4,532,353 and do not include any pre-development or inspection costs.

TID Classification

Pursuant to Wisconsin Statutes 66.1105(4)(gm)4.a., TID 5, as amended, meets the requirement that not less than 50 percent, by area, of the real property within the District is suitable for industrial development. The District is suitable for industrial development.

Project Areas

As generally described herein and below and generally illustrated on Maps 5, 6, 10 & 11 the major infrastructure project areas of the District are the funding and construction of roadways, traffic signals, turning lanes, site access and other roadway improvements, sanitary sewer systems, water lines, site work, grading, storm water, and other eligible project costs under Wisconsin Statute 66.1105 around the site to support the development of industrial land uses. The following table summarizes the estimated project cost by general project category:

**Village of Pleasant Prairie
Tax Increment District #5 - Amendment #1
Project Cost Summary**

Project	Project Plan 2017	Amendment #1 2018	Difference
Administration	4,550,000	4,532,353	(17,647)
Roadways	11,325,675	12,373,475	1,047,800
Storm Sewers	3,313,125	2,731,559	(581,566)
Sanitary	3,430,200	2,519,362	(910,838)
Water Main	11,044,000	10,754,739	(289,261)
Grading and Storm Water Management	21,199,500	16,116,810	(5,082,690)
Development Grant	-	1,800,000	1,800,000
KABA Loan Fund	-	2,000,000	2,000,000
Land Purchase	-	14,040,000	14,040,000
Other	-	885,522	885,522
TOTAL FOR ALL PROJECTS	\$54,862,500	\$67,753,820	\$12,891,320

Roadways (Including Bridge, Traffic Signals, Street Lights & Trees)

Roadway improvements in the District will cost approximately **\$12,373,475**. New roadway project costs are attributed to and involve roadway extensions, bridge, perimeter roadways, roundabout or other intersections, and other general roadway projects within TID 5. Roadway costs include street lights, street trees and traffic signals.

Storm Sewer

Storm sewer improvements in the District will cost approximately **\$2,731,559**. Storm sewer project costs are attributed to and involve the construction of storm water sewers throughout the boundaries of amended TID 5.

Sanitary Sewer

Sanitary sewer improvements in the District will cost approximately **\$2,519,362**. Sanitary sewer project costs are attributed to and involve the construction of underground sanitary sewer mains coinciding with the new roadways and the construction of underground sanitary sewer main within the previously relocated southern segment of 120th Avenue (West Frontage Road), adjacent to the former KABA-owned properties. As amended the sanitary sewer improvements include projects for potential development of land north of STH 165, east of I-94 and near the roundabout construction south of STH 165.

Water Main

Water improvements will cost approximately **\$10,754,739**. New water projects costs are attributed to and involve extending water mains to service new development within Prairie Highlands Corporate Park, potential development of land south of STH 165, east of I-94 and both on and off-site to improve water delivery service to Prairie Highlands Corporate Park and the TID 5 amendment #1 areas. In addition, funds are expected to be used to construct a new 750,000 gallon water tower in Prairie Highlands Corporate Park.

Grading and Storm Water Management

Site grading will cost approximately **\$16,116,810**. New grading project costs involve mass grading for the creation of regional storm water retention facilities/storm water ponds to be located both north and south of the east-west floodplain and wetland area and along 120th Avenue (West Frontage Road), as well as grading for The Gateway project at the NE quadrant of I-94 and STH 165.

Development Grant

A Development Grant in the amount of \$1,800,000 will be used to fund the grading costs for the Aurora development.

KABA Loan Fund

The Village will provide \$2,000,000 to the Kenosha Area Business Alliance to be used as a loan fund for future business locating to the Village of Pleasant Prairie TID 5 area.

Land

The cost of land purchased in TID#5 totals \$14,040,000 which is mainly planned for use to repurchase land pursuant to development agreements.

Administrative and Legal Expenses

Administrative & Legal expenditures are estimated to be \$4,532,353.

Additional Eligible Costs

In lieu of and/or in addition to the project costs specifically identified in this Amended Project Plan or the Project Plan, a project developer may be reimbursed by the Village under the terms of developer revenue bonds or the Village may incur debt obligations for other eligible project costs under Wisconsin Statutes Section 66.1105 (the “**Additional Project Costs**”) (provided the aggregate, total project costs as set forth in this Amended Project Plan and the original Project Plan do not exceed \$67,753,820), including, but not limited to, capital costs (including, but not limited to, the actual costs of the construction of public works or improvements, structures, and fixtures; the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures and fixtures other than the demolition of listed properties as defined in Wisconsin Statutes Section 44.31 (4); the acquisition of equipment to service the District; the removal or containment of, or the restoration of soil or groundwater affected by, environmental pollution; and the clearing and grading of land); that portion of costs related to environmental protection devices, storm or sanitary sewer lines, water lines, or amenities on streets or the rebuilding or expansion of streets the construction, alteration, rebuilding or expansion of which is necessitated by this Amended Project Plan and is within the District; that portion of costs related to environmental protection devices, storm or sanitary sewer lines, water lines, or amenities on streets outside the District if the construction, alteration, rebuilding or expansion is necessitated by this Amended Project Plan, and if at the time the construction, alteration, rebuilding or expansion begins there are improvements of the foregoing kinds on the land outside the District in respect to which the costs are to be incurred; and professional service costs, including, but not limited to, those costs incurred for architectural, planning, engineering, and legal advice and services.

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n., the Village may undertake projects within territory located within one-half (1/2) mile of the boundary of the District, and pay for them using tax increment provided that

1. The project area is located within the corporate boundaries of the Village;
2. The projects are an eligible TID expenditure within this Amended Project Plan;
3. The expenditure is made during the allowed expenditure period; and
4. The Joint Review Board approves the expenditure.

Statement of Findings

The Village of Pleasant Prairie finds as follows:

The proposed Amended Project Plan is feasible and conforms to the proposed land use map set forth in this Amended Project Plan as Proposed Zoning Map 8 and Proposed Land Use Map 10.

1) TID 5, as amended, is contiguous and contains only whole units of property as are assessed for general tax purposes.

2) The creation date of the District for the purpose of allocating tax increment is January 1, 2017. The amendment date is June 18, 2018.

3) There will be no residential development in the District.

4) Without the use of TIF funding, TID 5 development projects would not occur.

5) The Project costs promote the orderly development of property within the Village boundaries.

6) Statute 66.1105(4)(gm)4.a.: Not less than fifty percent (50%) by area (as amended), of the real property within the proposed district, is suitable for industrial sites and has been zoned for industrial use. Any property that is suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

7) Statute 66.1105(4)(gm)4.b.: The improvement of the area will significantly enhance the value of all real property within the proposed District, as amended.

8) Statute 66.1105(4)(gm)4.b.m.: The proposed project costs of Tax Increment District 5, as amended, relate directly to promoting industrial development consistent with the purpose for which the Tax Increment District was created.

9) Statute 66.1105(17)(c): **EXCEPTIONS TO THE 12 PERCENT LIMIT.** *Village of Pleasant Prairie exception.* With regard to the 12 percent limit described under sub. (4)(gm)4.c., the following limit applies to the Village of Pleasant Prairie:

66.1105(17)(c)2.: If the Village would like to amend the project plan of an existing district to add territory to that district, the sum of the following amounts may not exceed 12 percent of the total equalized value of taxable property within the Village: the equalized value of taxable property to be added to the district; the value increment of all existing districts in the Village, other than Tax Incremental District #2; and 1.33 times the tax incremental base of Tax Incremental District #2.

2017 equalized value of taxable property to be added to the district:	\$100*
2017 equalized value increment of all other districts other than Tax Incremental District No. 2:	\$169,400
1.33 times the tax incremental base of the existing Tax Incremental District No. 2:	\$111,893,033
Combined equalized value of property to be added, increment of all other existing districts, and 1.33 times the base of Tax Incremental District No. 2:	\$112,062,533
12 percent of the total 2017 equalized value of taxable property in the Village:	\$393,986,736

** Parcels in the proposed overlapping district which are located in an existing district are excluded when determining compliance with the 12% limit.*

Project Summary Schedule

A Summary of the Projects by Year is included in the table below:

Village of Pleasant Prairie Tax Increment District #5 - Amendment #1 Project Cost Summary			
Year	Engineering, Administration, and Other	Project Cost	Total
2017	\$32,353	\$0	\$32,353
2018	\$400,000	\$3,714,247	\$4,114,247
2019	\$300,000	\$13,994,021	\$14,294,021
2020	\$300,000	\$8,233,561	\$8,533,561
2021	\$300,000	\$22,526,350	\$22,826,350
2022	\$300,000	\$2,862,350	\$3,162,350
2023	\$300,000	\$2,540,756	\$2,840,756
2024	\$300,000	\$1,815,755	\$2,115,755
2025	\$300,000	\$1,991,100	\$2,291,100
2026	\$300,000	\$1,353,828	\$1,653,828
2027	\$300,000	\$1,650,000	\$1,950,000
2028	\$300,000	\$2,539,500	\$2,839,500
2029	\$300,000	\$0	\$300,000
2030	\$300,000	\$0	\$300,000
2031	\$300,000	\$0	\$300,000
2032	\$200,000	\$0	\$200,000
	\$4,532,353	\$63,221,467	\$67,753,820

Economic Feasibility Analysis

The projected income of TID 5 depends on the incremental revenue generated from within the District over the life of the District. There are three factors contributing to the estimated revenue available during the life of the TID. The first is changes in incremental value due to new development in the District. TID 5, as amended, is expected to realize approximately \$360 million in new value over its 20 year life. The following table outlines details of the assumed new development in TID 5.

Construction Year	Type of Projects	Estimated Change In Value	Cumulative Value	Initial Tax Collection Year
2017	Commercial & Industrial	1,140,000	1,140,000	2019
2018	Commercial & Industrial	51,679,500	52,819,500	2020
2019	Commercial & Industrial	44,079,550	96,899,050	2021
2020	Commercial & Industrial	27,695,900	124,594,950	2022
2021	Commercial & Industrial	20,019,200	144,614,150	2023
2022	Commercial & Industrial	5,009,500	149,623,650	2024
2023	Commercial & Industrial	3,768,400	153,392,050	2025
2024	Commercial & Industrial	33,672,000	187,064,050	2026
2025	Commercial & Industrial	12,296,600	199,360,650	2027
2026	Commercial & Industrial	22,923,300	222,283,950	2028
2027	Commercial & Industrial	2,213,100	224,497,050	2029
2028	Commercial & Industrial	32,016,500	256,513,550	2030
2029	Commercial & Industrial	2,555,500	259,069,050	2031
2030	Commercial & Industrial	24,638,100	283,707,150	2032
2031	Commercial & Industrial	9,614,900	293,322,050	2033
2032	Commercial & Industrial	42,991,000	336,313,050	2034
2033	Commercial & Industrial	10,963,500	347,276,550	2035
2034	Commercial & Industrial	22,431,000	369,707,550	2036
2035	Commercial & Industrial	3,687,400	373,394,950	2037
2036	Commercial & Industrial	3,724,200	377,119,150	2038

In addition to new development, property value inflation and changes in the Village tax rate also affect the total tax increment collected. The Village did not assume any inflation in future property values in its economic feasibility analysis. Tax rates for the Village are projected based on current laws, rules and Village policy and are subject to change.

Some costs will be paid for by the Village and debt will be issued and some costs will be paid for by the project developer and the Village will issue a Developer Revenue Bond that will provide for payments to the project developer, to the extent that tax increment collections are available and the Village Board appropriates the funds. The following table illustrates the economic feasibility analysis based on current assumptions.

Revenue and Cash Flow Projections

Village of Pleasant Prairie

Cash Flow Projections - TID No. 5 - (Industrial District - Post 2004)

Creation Year: 2017
 Resolution Date: 4/17/2017
 Expenditure Period Ends: 4/17/2032
 Termination Date: 4/17/2037
 Last Collection Year: 2038
 Extension Available: Yes 3 Years
 Projected Dissolution Year: 2036

Date Prepared: 6/12/18

Change Takes Place		Value as of	Taxable Incremental Value	For Collection Year	Tax Rate	Tax Increment Collections	Village of Bristol Contribution	Capitalized Interest	Special Assessments	Gross Proceeds of Land Sale	Total All Revenues	(P) Less Projected \$61,645,000 Taxable & TE G.O. Debt multiple issues	(P) \$2,837,777 Prime + 3% (Currently 7.25%) Developer Revenue Bond Dated 11/01/18	(P) Less Transfer To Capital Projects Fund	Fund Balance 31-Dec	For Collection Year
2015		2016		2017		0 (E)					0			(32,353)	(32,353) (E)	2017
2016	0 (E)	2017	0 (E)	2018		0 (E)		174,000			174,000			(400,000)	(258,353) (E)	2018
2017	1,140,000 (E)	2018	1,140,000 (E)	2019	20.110 (E)	22,925 (E)	315,000			337,925 (E)	(87,000)	0	(300,000)	(307,428) (E)		2019
2018	51,679,500 (E)	2019	52,819,500 (E)	2020	20.189 (E)	1,066,373 (E)	795,000			1,861,373 (E)	(87,000)	0	(300,000)	1,166,945 (E)		2020
2019	44,079,550 (E)	2020	96,899,050 (E)	2021	20.494 (E)	1,985,849 (E)				1,985,849 (E)	(1,163,000)	(164,418)	(300,000)	1,525,376 (E)		2021
2020	27,695,900 (E)	2021	124,594,950 (E)	2022	20.920 (E)	2,606,526 (E)				2,606,526 (E)	(2,309,500)	(197,333)	(300,000)	1,325,069 (E)		2022
2021	20,019,200 (E)	2022	144,614,150 (E)	2023	21.524 (E)	3,112,675 (E)				3,112,675 (E)	(2,309,500)	(480,260)	(300,000)	1,347,985 (E)		2023
2022	5,009,500 (E)	2023	149,623,650 (E)	2024	16.557 (E)	2,477,319 (E)			13,881,800 (E)	16,359,119 (E)	(15,379,500)	(369,432)	(300,000)	1,658,171 (E)		2024
2023	3,768,400 (E)	2024	153,392,050 (E)	2025	16.642 (E)	2,552,750 (E)				2,552,750 (E)	(1,966,500)	(371,329)	(300,000)	1,573,093 (E)		2025
2024	33,672,000 (E)	2025	187,064,050 (E)	2026	16.701 (E)	3,124,157 (E)			4,115,300 (E)	7,239,457 (E)	(6,579,250)	(434,021)	(300,000)	1,499,278 (E)		2026
2025	12,296,600 (E)	2026	199,360,650 (E)	2027	16.689 (E)	3,327,130 (E)				3,327,130 (E)	(2,781,750)	(828,822)	(300,000)	915,837 (E)		2027
2026	22,923,300 (E)	2027	222,283,950 (E)	2028	16.734 (E)	3,719,700 (E)			4,193,000 (E)	7,912,700 (E)	(7,083,250)	(892,554)	(300,000)	552,732 (E)		2028
2027	2,213,100 (E)	2028	224,497,050 (E)	2029	16.817 (E)	3,775,367 (E)				3,775,367 (E)	(3,051,000)	(958,783)	(300,000)	18,316 (E)		2029
2028	32,016,500 (E)	2029	256,513,550 (E)	2030	16.874 (E)	4,328,410 (E)			4,270,600 (E)	8,599,010 (E)	(7,750,000)	(393,858)	(300,000)	173,467 (E)		2030
2029	2,555,500 (E)	2030	259,069,050 (E)	2031	16.917 (E)	4,382,671 (E)				4,382,671 (E)	(3,546,250)	0	(300,000)	709,888 (E)		2031
2030	24,638,100 (E)	2031	283,707,150 (E)	2032	17.003 (E)	4,823,873 (E)			4,348,300 (E)	9,172,173 (E)	(8,348,000)	0	(200,000)	1,334,061 (E)		2032
2031	9,614,900 (E)	2032	293,322,050 (E)	2033	17.048 (E)	5,000,554 (E)				5,000,554 (E)	(4,609,750)	0	0	1,724,865 (E)		2033
2032	42,991,000 (E)	2033	336,313,050 (E)	2034	17.229 (E)	5,794,338 (E)			5,668,700 (E)	11,463,038 (E)	(10,771,250)	0	0	2,416,653 (E)		2034
2033	10,963,500 (E)	2034	347,276,550 (E)	2035	17.181 (E)	5,966,558 (E)				5,966,558 (E)	(5,511,000)	0	0	2,872,211 (E)		2035
2034	22,431,000 (E)	2035	369,707,550 (E)	2036	17.256 (E)	6,379,673 (E)			3,520,000 (E)	9,899,673 (E)	(4,709,250)	0	0	8,062,634 (E)		2036
2035	3,687,400 (E)	2036	373,394,950 (E)	2037	17.332 (E)	6,471,681 (E)				6,471,681 (E)				14,534,316 (E)		2037
2036	3,724,200 (E)	2037	377,119,150 (E)	2038	17.332 (E)	6,536,229 (E)				6,536,229 (E)				21,070,545 (E)		2038
<u>377,119,150</u>						<u>77,454,759</u>	<u>1,110,000</u>	<u>174,000</u>	<u>0</u>	<u>39,997,700</u>	<u>118,736,459</u>	<u>(88,042,750)</u>	<u>(5,090,811)</u>	<u>(4,532,353)</u>		

Tax-Exempt Public Debt Issues include Project Costs of 30,707,984 (K)
 Taxable Public Debt Issues include Project Costs of 29,675,706 (K)
 Developer Revenue Debt includes Project Costs of 2,837,777 (K)
 Total Admin and Other Costs to Account For 4,532,353
 Total Costs to Account For 67,753,820

(E) Estimated
 (K) Project Costs Per Village of Pleasant Prairie Spreadsheet 05/8/18
 (P) Projected

Base Value 9,561,200 Total TID#5 Revenues 118,736,459
 Base Value w/ Amendment 16,553,900 Total TID#5 Expenses (97,665,914)
 ENDING BALANCE 21,070,545

Historic Percent of Tax Rate for Overlapping Taxing Districts

Determination of Historic Percent of Tax Rate
for Overlapping Taxing Districts

Budget Year	Village	All School Districts	Gateway Technical College	Kenosha County	TOTAL
2018	4.60	10.64	0.84	5.50	21.58
2017	4.46	10.38	0.82	5.48	21.14
2016	4.64	11.19	0.82	5.60	22.25
2015	4.42	11.16	0.77	5.46	21.81
2014	4.37	11.87	1.60	5.39	23.23
2013	4.31	11.52	1.55	5.22	22.60
2012	4.01	10.84	1.41	4.73	20.99
	30.81	77.60	7.81	37.38	153.60
Village of Pleasant Prairie				30.81	20.06%
All School Districts				77.60	50.52%
Gateway Technical College				7.81	5.08%
Kenosha County & Library				37.38	24.34%
				153.60	100.00%

Share of Tax Increments Paid by Other Taxing Entities

Share of Tax Increments Paid by
Other Taxing Jurisdictions

Collection Year	Projected Tax Increment	50.52% All School Districts	5.08% Gateway Technical College	24.34% Kenosha County
2018	0	-	-	-
2019	22,925	11,582	1,166	5,579
2020	1,066,373	538,740	54,221	259,512
2021	1,864,909	942,168	94,824	453,843
2022	2,483,072	1,254,469	126,255	604,279
2023	2,814,541	1,421,929	143,109	684,945
2024	2,247,984	1,135,700	114,302	547,068
2025	2,322,238	1,173,214	118,077	565,138
2026	2,831,451	1,430,473	143,969	689,060
2027	3,034,634	1,533,123	154,300	738,507
2028	3,426,415	1,731,054	174,221	833,850
2029	3,480,628	1,758,442	176,977	847,043
2030	4,032,672	2,037,339	205,047	981,388
2031	4,086,180	2,064,372	207,767	994,410
2032	4,525,874	2,286,509	230,124	1,101,414
2033	4,701,767	2,375,372	239,068	1,144,219
2034	5,492,378	2,774,795	279,267	1,336,622
2035	5,665,440	2,862,227	288,067	1,378,738
2036	6,077,241	3,070,273	309,006	1,478,953
2037	6,167,916	3,116,083	313,616	1,501,020
2038	6,232,464	3,148,693	316,898	1,516,729
	72,577,101	36,666,556	3,690,281	17,662,318

Financing Methods

Several financing methods are available to the Village to fund the project costs. The Village may issue General Obligation debt, provided that the Village meets the Wisconsin State Constitution debt limit requirement that the principal amount outstanding may not exceed 5% of the total equalized value (TID included). The Village may also issue Developer Revenue Bonds, sometimes referred to as “Pay as you Go”, “PAYGO” or “Municipal Revenue Obligations” to one or more developers who provide their own financing for projects. Repayment of any Developer Revenue Bond will be limited based on a Development Agreement to be completed at the time of the project and may include only a portion of the annual tax increments collected in TID 5, subject to appropriation by the Village Board. To the extent that revenues are insufficient, and upon expiration of the District, the Village has no further obligation to any developer. Debt instruments of this nature are not considered a general obligation of the Village and do not count against the Village’s statutory borrowing capacity. Under certain circumstances, the Village may issue Tax Increment Revenue Bonds, Utility Revenue Bonds or Special Assessment B bonds. The Village reserves the right to utilize any available financing option to finance a portion or all of the projects in the Project Plan and Amended Project Plan.

Projects financed by the Project Plan and Amended Project Plan will provide the necessary governmental services and/or development incentives for the development of the District. The order in which expenditures are incurred, and the financing of such expenditures will be adjusted in accordance with the execution of developer agreements and timing of actual projects. The Village reserves the right to alter the implementation of the development of TID 5.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing macro market conditions, changes in the credit of the Village, changes in marginal tax rates for individuals and corporations, transaction structure and other factors. Actual interest rates will be determined only when a definitive financing method is selected and the appropriate documentation is finalized. If financing as illustrated in this Amended Project Plan proves unworkable, the Village reserves the right to use an alternative financing solution.

Projected General Obligation Debt Issues

The following tables represent sources and uses of debt financings and projected debt service payments based on the estimated timing of TID 5 Projects. The timing, amounts, interest rates, costs of financing and type of debt are subject to change.

2018 Projected Debt

<p>Village of Pleasant Prairie</p> <hr/> <p>\$2,175,000.00 - Taxable & Tax Exempt General Obligation Debt - 11/01/2018 Series 2018 TID#5 Project</p> <p>Sources & Uses</p>	
<p>Dated 11/01/2018 Delivered 11/01/2018</p>	
<p>Sources Of Funds</p>	
Par Amount of Bonds	\$2,175,000.00
Total Sources	\$2,175,000.00
<p>Uses Of Funds</p>	
Deposit to Project Construction Fund	1,961,992.00
Deposit to Capitalized Interest (CIF) Fund	174,000.00
Costs of Issuance	38,062.50
Rounding Amount	945.50
Total Uses	\$2,175,000.00
<p>File TID#5 Future Debt (4.30.18).sf 5/10/2018 1:19 PM</p>	
<p>Alpine Valley Advisors</p>	
<p style="text-align: right;">2018</p>	

Village of Pleasant Prairie

\$2,175,000.00 - Taxable & Tax Exempt General Obligation Debt - 11/01/2018

Series 2018

TID#5 Project

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2018	-	-	-	-
2019	-	-	87,000.00	87,000.00
2020	-	-	87,000.00	87,000.00
2021	-	-	87,000.00	87,000.00
2022	-	-	87,000.00	87,000.00
2023	-	-	87,000.00	87,000.00
2024	2,175,000.00	4.000%	87,000.00	2,262,000.00
-	\$2,175,000.00	-	\$522,000.00	\$2,697,000.00

Yield Statistics

Bond Year Dollars	\$13,050.00
Average Life	6.000 Years
Average Coupon	4.0000000%
DV01	1,152.75
Net Interest Cost (NIC)	4.0000000%
True Interest Cost (TIC)	4.0000000%
Bond Yield for Arbitrage Purposes	4.0000000%
All Inclusive Cost (AIC)	4.3343660%

IRS Form 8038

Net Interest Cost	4.0000000%
Weighted Average Maturity	6.000 Years

File | TID#5 Future Debt (4.30.18).sf | 5/10/2018 | 1:19 PM

2020 Projected Debt

Village of Pleasant Prairie

\$21,520,000.00 - Taxable & Tax Exempt General Obligation Debt - 11/01/2020

Series 2020

TID#5 Project

Sources & Uses

Dated 11/01/2020 | Delivered 11/01/2020

Sources Of Funds

Par Amount of Bonds \$21,520,000.00

Total Sources **\$21,520,000.00**

Uses Of Funds

Deposit to Project Construction Fund 21,142,059.00

Costs of Issuance 376,600.00

Rounding Amount 1,341.00

Total Uses **\$21,520,000.00**

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Alpine Valley Advisors

2020

Village of Pleasant Prairie

\$21,520,000.00 - Taxable & Tax Exempt General Obligation Debt - 11/01/2020

Series 2020

TID#5 Project

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2020	-	-	-	-
2021	-	-	1,076,000.00	1,076,000.00
2022	-	-	1,076,000.00	1,076,000.00
2023	-	-	1,076,000.00	1,076,000.00
2024	10,620,000.00	5.000%	1,076,000.00	11,696,000.00
2025	-	-	545,000.00	545,000.00
2026	4,350,000.00	5.000%	545,000.00	4,895,000.00
2027	770,000.00	5.000%	327,500.00	1,097,500.00
2028	5,110,000.00	5.000%	289,000.00	5,399,000.00
2029	670,000.00	5.000%	33,500.00	703,500.00
-	\$21,520,000.00	-	\$6,044,000.00	\$27,564,000.00

Yield Statistics

Bond Year Dollars	\$120,880.00
Average Life	5.617 Years
Average Coupon	5.0000000%
DV01	10,394.50
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0000000%
Bond Yield for Arbitrage Purposes	5.0000000%
All Inclusive Cost (AIC)	5.3695939%

IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	5.617 Years

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2021 Projected Debt

Village of Pleasant Prairie

\$22,930,000.00 - Taxable & Tax-Exempt General Obligation Debt - 11/01/2021

Series 2021

TID#5 Project

Sources & Uses

Dated 11/01/2021 | Delivered 11/01/2021

Sources Of Funds

Par Amount of Bonds	\$22,930,000.00
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Total Sources	\$22,930,000.00
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Uses Of Funds

Deposit to Project Construction Fund	22,526,350.00
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Costs of Issuance	401,275.00
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Rounding Amount	2,375.00
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Total Uses	\$22,930,000.00
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Alpine Valley Advisors

2021

Village of Pleasant Prairie

\$22,930,000.00 - Taxable & Tax-Exempt General Obligation Debt - 11/01/2021

Series 2021

TID#5 Project

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2021	-	-	-	-
2022	-	-	1,146,500.00	1,146,500.00
2023	-	-	1,146,500.00	1,146,500.00
2024	-	-	1,146,500.00	1,146,500.00
2025	-	-	1,146,500.00	1,146,500.00
2026	-	-	1,146,500.00	1,146,500.00
2027	-	-	1,146,500.00	1,146,500.00
2028	-	-	1,146,500.00	1,146,500.00
2029	450,000.00	5.000%	1,146,500.00	1,596,500.00
2030	5,875,000.00	5.000%	1,124,000.00	6,999,000.00
2031	1,965,000.00	5.000%	830,250.00	2,795,250.00
2032	6,865,000.00	5.000%	732,000.00	7,597,000.00
2033	3,470,000.00	5.000%	388,750.00	3,858,750.00
2034	4,305,000.00	5.000%	215,250.00	4,520,250.00
-	\$22,930,000.00	-	\$12,462,250.00	\$35,392,250.00

Yield Statistics

Bond Year Dollars	\$249,245.00
Average Life	10.870 Years
Average Coupon	5.0000000%
DV01	19,039.05
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0000000%
Bond Yield for Arbitrage Purposes	5.0000000%
All Inclusive Cost (AIC)	5.2137601%

IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	10.870 Years

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2023 Projected Debt

Village of Pleasant Prairie	
\$5,500,000.00 - Taxable & Tax-Exempt General Obligation Debt - 11/01/2023	
Series 2023	
TID#5 Project	
Sources & Uses	
Dated 11/01/2023 Delivered 11/01/2023	
Sources Of Funds	
Par Amount of Bonds	\$5,500,000.00
Total Sources	\$5,500,000.00
Uses Of Funds	
Deposit to Project Construction Fund	5,403,106.00
Costs of Issuance	96,250.00
Rounding Amount	644.00
Total Uses	\$5,500,000.00
File TID#5 Future Debt (4.30.18).sf 5/10/2018 1:20 PM	
Alpine Valley Advisors	
2023	

Village of Pleasant Prairie

\$5,500,000.00 - Taxable & Tax-Exempt General Obligation Debt - 11/01/2023

Series 2023

TID#5 Project

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2023	-	-	-	-
2024	-	-	275,000.00	275,000.00
2025	-	-	275,000.00	275,000.00
2026	-	-	275,000.00	275,000.00
2027	-	-	275,000.00	275,000.00
2028	-	-	275,000.00	275,000.00
2029	-	-	275,000.00	275,000.00
2030	-	-	275,000.00	275,000.00
2031	-	-	275,000.00	275,000.00
2032	-	-	275,000.00	275,000.00
2033	-	-	275,000.00	275,000.00
2034	5,500,000.00	5.000%	275,000.00	5,775,000.00
-	\$5,500,000.00	-	\$3,025,000.00	\$8,525,000.00

Yield Statistics

Bond Year Dollars	\$60,500.00
Average Life	11.000 Years
Average Coupon	5.0000000%
DV01	4,620.00
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0000000%
Bond Yield for Arbitrage Purposes	5.0000000%
All Inclusive Cost (AIC)	5.2110286%

IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	11.000 Years

File | TID#5 Future Debt (4.30.18).sf | 5/10/2018 | 1:20 PM

2025 Projected Debt

Village of Pleasant Prairie	
\$5,255,000.00 - Taxable & Tax-Exempt General Obligation Debt - 11/01/2025	
Series 2025	
TID#5 Project	
Sources & Uses	
Dated 11/01/2025 Delivered 11/01/2025	
Sources Of Funds	
Par Amount of Bonds	\$5,255,000.00
Total Sources	\$5,255,000.00
Uses Of Funds	
Deposit to Project Construction Fund	5,160,683.00
Costs of Issuance	91,962.50
Rounding Amount	2,354.50
Total Uses	\$5,255,000.00
File TID#5 Future Debt (4.30.18).sf 5/10/2018 1:20 PM	
Alpine Valley Advisors	
2025	

Village of Pleasant Prairie

\$5,255,000.00 - Taxable & Tax-Exempt General Obligation Debt - 11/01/2025

Series 2025

TID#5 Project

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2025	-	-	-	-
2026	-	-	262,750.00	262,750.00
2027	-	-	262,750.00	262,750.00
2028	-	-	262,750.00	262,750.00
2029	-	-	262,750.00	262,750.00
2030	-	-	262,750.00	262,750.00
2031	-	-	262,750.00	262,750.00
2032	-	-	262,750.00	262,750.00
2033	-	-	262,750.00	262,750.00
2034	-	-	262,750.00	262,750.00
2035	5,035,000.00	5.000%	262,750.00	5,297,750.00
2036	220,000.00	5.000%	11,000.00	231,000.00
-	\$5,255,000.00	-	\$2,638,500.00	\$7,893,500.00

Yield Statistics

Bond Year Dollars	\$52,770.00
Average Life	10.042 Years
Average Coupon	5.0000000%
DV01	4,112.10
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0000000%
Bond Yield for Arbitrage Purposes	5.0000000%
All Inclusive Cost (AIC)	5.2262154%
IRS Form 8038	
Net Interest Cost	5.0000000%
Weighted Average Maturity	10.042 Years

File | TID#5 Future Debt (4.30.18).sf | 5/10/2018 | 1:20 PM

2028 Projected Debt

Village of Pleasant Prairie	
\$4,265,000.00 - General Obligation Debt - 11/01/2028	
Series 2028	
TID#5 Project	
Sources & Uses	
Dated 11/01/2028 Delivered 11/01/2028	
Sources Of Funds	
Par Amount of Bonds	\$4,265,000.00
Total Sources	\$4,265,000.00
Uses Of Funds	
Deposit to Project Construction Fund	4,189,500.00
Costs of Issuance	74,637.50
Rounding Amount	862.50
Total Uses	\$4,265,000.00
File TID#5 Future Debt (4.30.18).sf 5/10/2018 1:20 PM	
Alpine Valley Advisors	
2028	

Village of Pleasant Prairie

\$4,265,000.00 - General Obligation Debt - 11/01/2028

Series 2028

TID#5 Project

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2028	-	-	-	-
2029	-	-	213,250.00	213,250.00
2030	-	-	213,250.00	213,250.00
2031	-	-	213,250.00	213,250.00
2032	-	-	213,250.00	213,250.00
2033	-	-	213,250.00	213,250.00
2034	-	-	213,250.00	213,250.00
2035	-	-	213,250.00	213,250.00
2036	4,265,000.00	5.000%	213,250.00	4,478,250.00
-	\$4,265,000.00	-	\$1,706,000.00	\$5,971,000.00

Yield Statistics

Bond Year Dollars	\$34,120.00
Average Life	8.000 Years
Average Coupon	5.0000000%
DV01	2,814.90
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0000000%
Bond Yield for Arbitrage Purposes	5.0000000%
All Inclusive Cost (AIC)	5.2709308%

IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	8.000 Years

File | TID#5 Future Debt (4.30.18).sf | 5/10/2018 | 1:20 PM

Developer Revenue Bond Estimated Payment Schedule - 2018

Collection Year	Projected Revenues Available	Prime + 3% (Currently 7.25%) Developer Revenue Bond Dated 11/01/18
2017		
2018	0	0
2019	0	0
2020	0	0
2021	164,418	(164,418)
2022	197,333	(197,333)
2023	480,260	(480,260)
2024	369,432	(369,432)
2025	371,329	(371,329)
2026	434,021	(434,021)
2027	828,822	(828,822)
2028	892,554	(892,554)
2029	958,783	(958,783)
2030	1,024,045	(393,858)
	<u>5,720,997</u>	<u>(5,090,811)</u>

Proposed Zoning & Master Plan Changes & Non-Project Costs

There are no non-project costs associated with the construction of the proposed TID 5 improvements, as amended. The existing and proposed land use, as shown on Maps 9 & 10 include Industrial Lands: P-Production and Manufacturing; Commercial Lands: B-Freeway Oriented Business Centers, F-Freeway-Oriented Service Centers, and O-Freeway Office Centers; Government and Institution; Park, Recreation and other Open Space; Transportation and Utility; staked wetlands, Primary Environmental Corridor and 100-year Floodplain.

The Industrial Lands are zoned industrial (M-5), other lands are zoned Commercial (B-3, B-4, B-5 & B-6) and wetland areas are zoned Conservancy (C-1). Out lots for storm water facilities are zoned Open Space (PR-1), the existing water tower site and tourist information center is zoned institutional (I-1) and the 100-year floodplain is zoned FPO. Maps 7 & 8 show existing and proposed zoning of TID 5, as amended.

Relocation Plan of Displaced Persons and/or Property

There will not be relocation of displaced persons or property resulting from the activities associated with and outlined in this Project Plan to create Tax Incremental District 5, as amended.

Promotion of the Orderly Development of the Village of Pleasant Prairie

The amendment of the Village's Tax Incremental District 5 will promote the orderly development of the Village of Pleasant Prairie in the following manner:

1) By following the guidelines of the adopted Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan ("Plan"), which includes the Master Land Use Plan and is the community's guide and framework for the planning of future orderly growth and development. The Plan, which complies with Wisconsin's Smart Growth Laws, was adopted by the Village Board by Ordinance #09-59 on December 21, 2009. The Plan reflects the need for quality commercial and industrial development within the boundaries of the Village. The orderly development of industrial and commercial land uses in the Village will take advantage of existing transportation facilities and will not have any deleterious effects on different land uses within the Village of Pleasant Prairie. The Plan sets forth and promotes specific economic development goals along with objectives and recommendations to achieve the overall goals of the Plan. Some of the goals, objectives and recommendations that are pertinent to TID 5 in promoting the orderly development of the Village are to:

- Promote an adequate number of jobs in the Village to serve the projected 2035 population.
- Promote the addition of jobs in the District.
- Promote an adequate supply of workers to meet the employment needs of businesses located in the Village.
- Encourage business development that provides a living wage for its employees and enables employees to afford housing.
- Attract desirable businesses to the Village and maintain and enhance the positive attributes and strengths of the Village for attracting desirable businesses.
- Retain and grow existing businesses in the Village.
- Consider the use of Tax Increment Finance Districts to continue to attract industrial, commercial and mixed use developments.
- Promote commercial and industrial development in business/industrial parks and existing Tax Increment Finance Districts.
- Encourage economic development agencies to provide incentives to attract businesses to Kenosha County and to retain existing businesses.

- Encourage Kenosha County to continue administration of the Kenosha County Revolving Loan Fund to create employment opportunities, encourage private investment, and provide a means to finance new and expanding businesses, including small businesses.
- Promote the development of new businesses, or business expansion, in areas with existing infrastructure and community services, or in areas near or contiguous to existing service areas that can readily be served by extending infrastructure.

Tax Increment District 5 - Amended Legal Description (including rights of way)

Being a part of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of Section 24 and the Northeast 1/4 of Section 25, Township 1 North, Range 21 East and the Southwest 1/4 and Northwest 1/4 of Section 19 and the Northwest 1/4 of Section 30, Township 1 North, Range 22 East, all in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Beginning at the southwest corner of the Southeast 1/4 of said Section 13; thence Northerly along the West line of said Southeast 1/4, 1,060 feet (more or less) to the centerline of Wilmot Road – County Trunk Highway “C” and the Northerly Municipal Boundary Line of the Village of Pleasant Prairie; thence Northeasterly along said centerline and Northerly Municipal Boundary Line, 1,200 feet (more or less) to a point of intersection with the northeast corner of Lot 1 of Certified Survey Map No. 2849 as extended northwesterly and measured perpendicular with said centerline and Northerly Municipal Boundary Line; thence southerly along said extension line and then along the west right of way line of 120th Avenue (West Frontage Road) to the intersection with the westerly extension of the north line of Lot 1 of Certified Survey Map No. 2667; thence easterly along said extension line and then along said north line to the northeast corner of said Lot 1; thence southeasterly along the east line of said Lot 1, 788.26 feet (more or less) to the north line of Lot 22 of Certified Survey Map No. 2177; thence easterly along said north line, 60.9 feet (more or less) to the northeast corner of said Lot 22; thence southerly and then westerly along the exterior of said Lot 22, 2236.71 feet (more or less) to the east right of way line of 120th Avenue (East Frontage Road); thence westerly to the intersection with the east line of Lot 2 of Certified Survey Map No. 2714 as extended northerly and measured perpendicular to; thence southerly along said extension and then along the easterly exterior of said Lot 2 to the north right of way line of 104th Street – County Trunk Highway “Q”; thence south and measured perpendicular to said north right of way line, 183 feet (more or less) to the south right of way line of 104th Street – County Trunk Highway “Q”; thence easterly along said south right of way line to the intersection with the west right of way line of Interstate Highway “94”; thence easterly to the intersection of the east right of way line of Interstate Highway “94” and the south right of way line of State Trunk Highway “165”; thence northerly to the southwest corner of Parcel 12 of Certified Survey Map No. 1628; thence northerly along westerly exterior of said Certified Survey Map No. 1628 to the northwest corner of Parcel 13 of said Certified Survey Map No. 1628; thence southerly along the north line of said Parcel 13 to the north right of way line of State Trunk Highway “165”; thence westerly along said south right of way line to the southwest corner of said Parcel 13; thence southerly to the intersection with the south right of way line of State Trunk Highway 165 and the east right of way line of 120th Avenue (East Frontage Road); thence southerly along said east right of way line to the northwest corner of Lot 1 of Certified Survey Map No. 2846; thence west along the north line of said Lot 1 to the west right of way line of Corporate Drive; thence northerly along said west right of way line to the intersection with the westerly extension of the north line of Parcel 23 of Certified Survey Map No. 1817; thence easterly along the extension of said

north line to the northeast corner of said Parcel 23; thence easterly and then southerly along the exterior of said Parcel 23 to the northeast corner of Parcel 11 of Certified Survey Map No. 1700; thence southerly and then westerly along the exterior of said Parcel 11 to the intersection with the east right of way line of Corporate Drive; thence southerly and then westerly along said right of way line and then continuing along its southwesterly extension to the intersection with the westerly right of way line of 116th Avenue; thence northwesterly along said westerly right of way line and then continuing along the south right of way line of 108th Street to the intersection with the southerly extension of the west line of Parcel 5 of Certified Survey Map No. 1947; thence northerly along said extension and then continuing along said west line to northeast corner of Parcel 4 of said Certified Survey Map No. 1947; thence westerly along the north line of said Parcel 4 to the southwest corner of Parcel Number 92-4-122-302-0150 and the east right of way line of Interstate Highway "94"; thence north along said east right of way line, 100 feet (more or less) a northwest corner of said Parcel Number 92-4-122-302-0150; thence westerly to the intersection of the west right of way line of Interstate Highway "94" and the easterly right of way line of 120th Avenue (West Frontage Road); thence northerly along said easterly right of way line to the intersection with the south right of way line of 104th Street – County Trunk Highway "Q"; thence westerly to the intersection of the westerly right of way line 120th Avenue (West Frontage Road) and the south right of way line of 104th Street – County Trunk Highway "Q"; thence west along the said south right of way line to intersection with the southerly extension of the west line of Lot 2 of Certified Survey Map No. 2849; thence Northerly along said extension and then continuing to the north line of the Northwest 1/4 of said Section 24; thence east along said north Line to the point of beginning.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-22)** for the request of Dan Szczap agent for Bear Development, LLC on behalf of BFU II, LLC owners of the vacant property at the southeast corner of 22nd Avenue and 91st Street to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to place the wetland area (excluding the wetland areas allowed to be filled by the Wisconsin Department of Natural Resources) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Recommendation: On May 14, 2018 the Plan Commission held a public hearing, approved Plan Commission Resolution #18-14 and recommended that the Village Board approve the **Comprehensive Plan Amendment** as presented.

Consider approval of **Zoning Map and Text Amendments (Ord. #18-23 and Ord. #18-24) including Final Residential Development Plans and DSIS Agreement and Access Easements** for the request of Dan Szczap, agent for Bear Development for the development of the vacant land located at the southeast corner of 91st Street and Springbrook Road to be known as Eva Manor. The development includes a 42-unit senior housing apartment building and an 8-unit family townhome building. Specifically the field delineated wetlands (excluding the wetlands allowed to be filled by the Wisconsin Department of Natural Resources) are proposed to be rezoned into the C-1, Lowland Resource Conservancy District and to rezone the entire property within the PUD, Planned Unit Development Overlay District. In addition, to create the specific PUD Ordinance for said development.

Recommendation: On May 14, 2018 the Plan Commission held a public hearing and recommended that the Village Board conditionally approve the **Zoning Map and Text Amendments Including Final Residential Development Plans and DSIS Agreement and Access Easements** subject to the comments and conditions of the Village Staff Report dated June 18, 2018.

Consider the request Dan Szczap, agent for Bear Development for approval of a **Certified Survey Map, Vacation of Easements, Development Agreement and related Exhibits** for the multi-family residential development of the vacant land located at the southeast corner of 91st Street and Springbrook Road to be known as Eva Manor.

Recommendation: Plan Commission recommends that the Village Board to conditionally approve the **Certified Survey Map, Vacation of Easements, Development Agreement and related Exhibits** subject to the comments and conditions of the Village Staff Report dated June 18, 2018.

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

VILLAGE STAFF REPORT OF JUNE 18, 2018

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-22)** for the request of Dan Szczap agent for Bear Development, LLC on behalf of BFU II, LLC owners of the vacant property at the southeast corner of 22nd Avenue and 91st Street to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to place the wetland area (excluding the wetland areas allowed to be filled by the Wisconsin Department of Natural Resources) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Consider approval of **Zoning Map and Text Amendments (Ord. #18-23 and Ord. #18-24) including Final Residential Development Plans and DSIS Agreement and Access Easements** for the request of Dan Szczap, agent for Bear Development for the development of the vacant land located at the southeast corner of 91st Street and Springbrook Road to be known as Eva Manor. The development includes a 42-unit senior housing apartment building and an 8-unit family townhome building. Specifically the field delineated wetlands (excluding the wetlands allowed to be filled by the Wisconsin Department of Natural Resources) are proposed to be rezoned into the C-1, Lowland Resource Conservancy District and to rezone the entire property within the PUD, Planned Unit Development Overlay District. In addition, to create the specific PUD Ordinance for said development.

Consider the request Dan Szczap, agent for Bear Development for approval of a **Certified Survey Map, Vacation of Easements, Development Agreement and related Exhibits** for the multi-family residential development of the vacant land located at the southeast corner of 91st Street and Springbrook Road to be known as Eva Manor.

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

The petitioner is requesting the final approvals for the redevelopment of the property located at the southeast corner of 22nd Avenue and 91st Street with a 42-unit senior housing apartment building and an 8-unit family townhome building to be known as Eva Manor.

BACKGROUND INFORMATION: In **December of 2007** the Village approved a Final Condominium Plat for the Springbrook Place condominium development (4 7-unit buildings) and the Developer entered into a Development Agreement and submitted an Irrevocable Letter of Credit for the public and private improvements on the site. In 2007, a Developer funded (Pay-Go) Tax Increment District (TID #4) was created by the Village to assist the Developer in the reimbursement of the site remediation costs as tax increment is generated from the new development on the site. Under the TID, the Village agreed to reimburse the Developer for certain eligible costs incurred by the Developer in connection with the demolition of an existing dilapidated structure and the remediation of contaminated soils as an incentive to the Developer to redevelop the property in accordance with an approved TID Project Plan. The Village believes that unless the Village had provided the financial incentive to the Developer, the Developer would not have undertaken the purchase of the blighted site and remediation and redevelopment of the property. Since the TID was created, the Developer has razed the existing commercial structure, remediated the known soil contamination and monitored the ground water. On June 7, 2018 the Developer received the **attached** letter from the WI DNR regarding the site remediation indicating that the proposed development project may commence since the project does not involve on-site movement of any of the remaining contaminated soil. However, four (4) of the eight (8) monitoring wells shall remain.

Between 2007 and 2017 the general decline in the condominium housing market had made the construction schedule for the proposed condominium buildings economically challenging and the Developer has requested several time extensions through TID Development Agreement amendments related to the new development construction timeline.

On **August 16, 2010** the Village Board approved the Third Amendment to the Development Agreement relating to extending the time frame to start the project. The Developer vacated the Springbrook Place Condominium Plat, but reserved the right to bring back the Preliminary Plat back at a later date. The Village Board granted the **Developer's request for the TID to remain in place** as long as the Developer took the necessary steps to comply with the conditions to fill in the stormwater basins, to spread the large stock pile of top soil on the site or remove it and to stabilize the site. The Village then released the **Developer's** Letter of Credit as the project was put on hold.

The Developer indicated that he did not intend to develop the property until market conditions improve; however in order to fulfill his commitment to the redevelopment the property, the Developer requested and the Village Board approved a Preliminary Condominium Plat for Springbrook Place II Condominium, which was identical to the previous plat pursuant to the Village Board Resolution #10-34 (September 20, 2010). The approval was valid for three (3) years or until September 20, 2013.

On **January 30, 2012** the Village Board conditionally approved a Comprehensive Plan Amendment (Ord. #12-03) and a Conceptual Plan to develop the property with a 46-unit, affordable, independent senior-only apartment complex. In addition, a Zoning Text and Zoning Map Amendments (Ord. #12-04 and #12-05) were approved to amend the Zoning Map to remove the Planned Unit Development Overlay (PUD) District from the property and to amend the Zoning Text to delete the Springbrook Place Condominium Planned Unit Development as a result of the proposed senior housing development.

On **February 28, 2107**, the Village provided the **attached** letter to the Wisconsin Housing Economic Development Authority that outlined the extent of **the Village's** financial participation including the funds spent to-date, future financial contributions and waiver of a portion of the impact fees by the Village for the senior apartment building.

On **April 2, 2018**, the Village Board approved an amendment to the Barnes Creek Neighborhood Plan and conditionally approved a Conceptual Plan to develop the property with a 42-unit senior housing apartment building and an 8-unit multi-family townhome building.

FINAL RESIDENTIAL DEVELOPMENT PLANS:

Senior Housing: a four story senior apartment building with 42-units of affordable, independent senior apartments is proposed. There will be a variety of 25-1 bedroom units and 17-2 bedroom units with amenities including a community room, fitness facilities and outdoor patio gathering space. Trees and landscaping will remain on the south side of the site and attractive landscaping will be provided throughout the development. The building will include 7 unique floor plans as identified below:

Unit	Beds/Bath	Sq. Ft.	# of Units
A	1/1	709	8
B	2/2	1,001	4
C	2/2	1,098	3
D	1/1	696	4
E	1/1	679	13
F	2/2	985	8
G	2/2	1,005	2
Average unit size		821 square feet	
Average 1-bedroom size		691 square feet	
Average 2-bedroom size		1,011 square feet	

Multi-Family Townhomes: a two-story townhome building with 8-3 bedroom units will include individual entrances and an attached one car garage for each unit with direct entry from the garage into the unit. The 8-unit townhome units will average 1,312 square feet.

The site will also include 12 detached garage units that will be available for any of the units on the site and 73 surface parking spaces (including 4 handicapped accessible parking spaces). The site will also include a storm water detention facility at the northeast corner of the site, adjacent to 91st Street. The garbage dumpster enclosure will be attached to the south end of the garage units.

WHEDA Tax Credit: The Developer has received approval from the Wisconsin Housing Economic Development Authority (WHEDA) for tax credits. To the extent consistent with applicable laws of the State of Wisconsin and the United States concerning fair housing, the senior housing component of the development shall be age restricted to individuals who are 55 years and older. In addition, the 42 units within the senior building shall be income restricted for a period of 15 years commencing on the date such facility is placed into service. Subsequent to the foregoing time period, the Developer may, at its option, charge market rents for any or all of the units within the building. However, the Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors (over age 55) after the WHEDA tax credits are all paid off in 15 years for another 15 years (or a total of 30 years). The 8-unit buildings will have a 30 year income restriction.

The monies raised via the sale of the tax credits will be used as equity for the development. In addition to the tax credit equity, the Developer will also be seeking a traditional construction/permanent loan, an AHP grant for the Federal Home Loan Bank of New York and deferred developer fees to finance the balance of the project costs. In exchange for the tax credits, the Developer agrees to lease 96% of the units to seniors making at or below 60% of the median county income. All 8 of the three-bedroom units will be lease to households earning less than 50% of the County median income. The following presents the proposed monthly rental rates for each unit type under the requirements of the WHEDA tax credit programs.

Number of Bedrooms	Unit Count	Unit Type	AMI Aside	Net Rent
1 bedroom	7	Senior	30%	\$356
1 bedroom	7	Senior	50%	\$617
1 bedroom	10	Senior	60%	\$728
1 bedroom	1	Senior	MKT	\$815
2 bedrooms	3	Senior	30%	\$428
2 bedrooms	5	Senior	50%	\$742
2 bedrooms	8	Senior	60%	\$875
2 bedrooms	1	Senior	MKT	\$975
3 bedrooms	8	Family	50%	\$757

* MKT – indicates a market rate unit; these units are not income restricted.

Onsite Parking: Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for senior housing is 1 space per 2 bedrooms; and the minimum number of parking spaces for 3 bedroom multi-family units is 2.5 spaces for each dwelling unit, 75% of the spaces shall be within an enclosed garage structure, plus 1 space for every 8 units for guest parking wherein the location of parking spaces and garage location is subject to Plan Commission approval. In addition, to these minimum requirements the required handicapped accessible parking spaces per the State code shall be provided.

The senior housing component of the development will have 59 bedrooms; therefore, at least 30 parking spaces are required. The 3 bedroom townhomes require a minimum of 20 parking spaces wherein 15 spaces shall be enclosed, plus 1 space for guest parking. In addition, the required handicapped accessible parking spaces per the State code are also required. Based on the foregoing, 51 parking spaces of which 15 are enclosed are required plus the required handicapped accessible parking. The development includes 73 surface parking spaces (including 4

handicapped accessible spaces) and 20 enclosed garages of which 8 are attached to the townhome buildings.

Municipal Services/Public Improvements: Approximately 0.16 acre (6,754 square feet) of land was already dedicated for the future widening of 22nd Avenue by CSM # 2616 so no additional right-of-way is intended to be dedicated by the Developer. Some easements previously dedicated by CSM 2616 are proposed to be vacated and new storm water, utility and vision triangle and landscaping easements are being dedicated on the new Certified Survey Map. The setbacks shown on CSM 2616 will be superseded by the new corrected setbacks shown on the new CSM (per Kenosha County Land Information). Recorded copies of all easement vacations shall also be provided to the Village.

- Village Municipal Water will be extended within 22nd Avenue and two water laterals will be extended--one to service the two buildings and one to service the fire hydrant and FDC.
- The buildings will connect with a lateral to the existing City of Kenosha sanitary sewer within 22nd Avenue.
- The 91st Street right-of-way is located in the City of Kenosha. Springbrook Road (22nd Avenue) right-of-way is located in the Village. No sidewalks are being proposed in either 91st Street or 22nd Avenue at this time.
- Street trees will be required to be installed every 50 feet along 22nd Avenue and 91st Street abutting the property.

The **attached** Development Agreement, **specifies the developer's obligations and financial security** for the required public improvements.

Wetlands: A detailed wetland delineation was completed on the site by RA Smith in September of 2017. Two (2) small wetland pockets were delineated. The petitioner obtained permits from the WI DNR and the US ACOE to fill some of the wetlands; however, the WI DNR will require that 175 square feet of wetland remain on the property adjacent to 22nd Avenue since the WI DNR **requires applicants to "avoid and minimize" to the greatest extent.** The wetland area to remain will be shown on the 2035 Land Use Plan Map within the within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations pursuant to the attached **Ord. #18-22.** In addition, this wetland area will be rezoned into the C-1, Lowland Resource Conservancy District. The non-wetland areas will remain in the R-11, Multiple-Family Residential District and the entire property will be located within a Planned Unit Development (PUD) Overlay District as shown on **attached Ord. #18-23.**

Developing as a PUD allows for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The following modifications from the Zoning Ordinance are included in the **attached PUD Ordinance #18-24:**

- To allow for more than one multi-family building on the property.
- To increase the number of apartment units allowed per building from 24 to 42 for senior-only apartments.
- To increase the net density allowed in the R-11 District from 9.6 to 15.6 dwelling units per net acre to accommodate the senior development. The 3.2 net-acre property (0.004 acres or 175 square feet of wetland to remain) will provide a net density of 15.6 units per acre. A total of 1.8 acres or 56% of the site will remain as open space. The open space areas will include a storm water basin at the northeast corner of the site, a woodland area along the southern portion of the property and setback open space.
- To allow for the senior apartment one bedroom units to be reduced from a minimum of 700 square feet to 675 square feet per unit.
- To allow for senior apartment two bedroom units to be reduced from a minimum of 1,000 square feet to 980 square feet per unit.

- To increase the building height of the senior building from 35 feet to 53 feet.
- To allow for the setbacks of the building to be reduced from 25 feet to 15 feet from the wetlands that will remain.
- To reduce the minimum building setback to the south property line from 50 feet to 48 feet.
- To reduce the minimum building setback to the 91st Street from 65 feet to 50 feet.
- To reduce the minimum building setback to the 22nd Avenue from 65 feet to 30 feet.

In consideration of these modifications to the Village Zoning Ordinance, the following shall be community benefits as identified by the Developer:

- The senior apartment units shall be restricted for seniors 55 years of age and over. The Developer has agreed to place a recorded restrictive covenant that the senior independent apartment building will remain as housing for seniors (over age 55) after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). (See **attached restrictive covenant.**)
- Although there is no C-2 woodland conservancy zoning on the property, the wooded area located along the southern boundary shall continue to be preserved and has been located within a Dedicated Woodland Preservation and Protection, Access and Maintenance Easement. Upon completion of the grading and building construction, the Village will evaluate if further landscaping or fencing will be required along the south property line.
- Both the senior apartment building and the townhome style apartment building shall be fully sprinklered (including the attic areas) as required and approved by the Fire & Rescue Department.
- A Village approved Digital Security Imaging System (DSIS) pursuant to Chapter 410 of the Village Municipal Code shall be installed, inspected and be operational for the development. See **attached** DSIS Agreement and Access Easement which shall be finalized prior to issuance of any building permits.
- To allow one (1) pet not to exceed 40 pounds (at full grown/maturity) per unit.

The Developer anticipates commencing construction on the development in July, 2018 with completion in July, 2019.

Recommendations:

Plan Commission recommends approval of the amendment to the **Comprehensive Plan (Ord. #18-22)** as presented.

Plan Commission recommends approval of the **Zoning Map and Text Amendments (Ord. #18-23 and Ord. #18-24)** including the **Final Residential Development Plan and the DSIS Agreement and DSIS Access Easement** subject to the above comments and the following conditions:

1. The **attached** DSIS Agreement and DSIS Access Easement shall be finalized, executed. In addition, the DSIS Access Easement shall be recorded by the Developer and a recorded copy provide to the Village prior to the issuance of any permits.
2. The Final Residential Development Plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. **The following changes shall be made to the plans and resubmitted for**

Village staff final review (three full size copies and a pdf of all documents with a letter explaining what plan sheet and how each plan change was addressed):

- a. See **attached** comments from the Village Engineer dated June 4, 2018. Revise the plans as noted.
 - b. On Sheet C-1 add all City DPW, Engineering and ROW contact information (91st Street ROW is in the City of Kenosha).
 - c. Since Sheet C-1.2 of the architectural plans has been removed, sheet C-1 shall provide a chart indicating the following: total site area; area and percentage of open/green space and impervious surface for the site; parking information—total number of parking spaces, number of handicapped accessible spaces, and number of garage spaces; and include the unit count by bedroom.
 - d. Provide colors for the Multiple-family Residential Development Identification Sign, provide the correct addresses "**2147-2179 91st Street**" for the buildings on the sign. The following addresses have been assigned by the Village: the 42 unit building address will be 2147 91st Street-units 1-42 and the 8-unit building address will be 2179 91st Street-units 1-8 provide building addresses).
 - e. The following comments related to the buildings and elevations:
 - i. Entrance posts on north elevation of senior building shall be brick or CMU to minimize damage at the bases. Correct sheet A-2.1, the masonry veneer is missing on the left entrance.
 - ii. What material are the dumpster doors—trex decking/metal panels? Add to the existing detail on the plan sheet A-1.2.
 - iii. Show exterior lighting details on all buildings – senior building, townhouse building and garage.
 - f. The following changes shall be made to the Landscaping Plans:
 - i. What is the purpose of the 10 foot landscape easement along 91st Street? There is no landscaping within this easement area.
 - ii. Add the following note: After site grading and building construction, but prior to occupancy the Village reserves the right to inspect and may require four (4) additional street trees in the 22nd Avenue right-of-way and any additional landscaping and fencing along the south property line.
 - iii. Revised the plantings in the parking lot islands in front of the senior apartment building. These plantings shall not be annuals/perennials, add low level bushes/shrubs.
 - iv. Show transformer locations and landscape screening on the plans.
 - v. Consider shifting the sign and landscaping slightly to the west.
 - g. Note the color of the parking lot lighting on the plans-Sheet EO10. They shall be bronze or black to match the other fixture within the development.
3. General Comments:
- a. See **attached** comments from the Village Building Inspection Department dated April 11, 2018.
 - b. The required building permits/work in the right-of-way permits shall not be submitted until the above changes to the Plans and been made, reviewed and approved by the Village staff.

- c. All public and private improvements shall be completed, inspected, and Village approved in accordance with the Development Agreement on file with the Village.
- d. **Following the closing, and prior to work commencing on the site a preconstruction meeting shall be scheduled (coordinate date and time with Jean Werbie-Harris when the permit applications noted above are submitted). This can be a joint meeting related to the public improvements and the private improvements.** The Design Engineer/Architect of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. At a minimum the GC and Utility Contractors shall attend the pre-construction meeting. The Design Engineer of Record shall prepare and distribute the following items to all attendees (owners, engineer, contractors, utilities, and Village staff) at the pre-construction meeting:

- Pre-construction agenda (A sample agenda, if needed, will be provided by the Village to Design Engineer to modify for the meeting)
- Project construction schedule
- List of all contractors
- Emergency contact information for all – project superintendent, owner, architect, contractors etc.

The Design Engineer/Architect of Record shall email and distribute the minutes to all attendees within 7 days of the pre-construction meeting.

Following the pre-construction meeting all necessary permits and fees shall be paid for and permits obtained from Village Building Inspection Department and construction may commence.

- c. Prior to work commencing on the site, all required permits shall be issued by the Village and City of Kenosha, all required erosion control measures shall be in place and inspected and maintained.
- d. 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 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m.
- e. There shall be no construction vehicle parking or equipment storage permitted on 22nd Avenue and 91st Street. On-site (off-street) parking areas shall be designed to accommodate all construction related workers and site visitors.
- f. The Village shall approve of the location of any construction trailers parked on the site during construction activities. No construction trailers shall be parked in City or Village rights-of-way. Developer shall request opportunity to park at St Therese church parking lot.
- g. All construction related signage and the required temporary construction fencing shall be approved and permitted by the Village.
- h. **After the installation of the footings and foundations and prior to constructing the building framing, an as-built survey as stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that the building meets all of the required setbacks (pdf copy).**
- i. Prior to occupancy, the DSIS shall be inspected, operational and accepted by the Village. Contact Ryan Marquart for inspection and approval at 262-948-8915.
- j. Prior to occupancy of any of the units, the detached garage buildings shall be completed.

- k. Prior to occupancy of any of the units, all public improvements pursuant to the Development Agreement shall be completed, inspected and accepted by the Village. Building and site construction may commence prior to all public improvements pursuant to the Development Agreement being completed however, occupancy of any unit is not allowed until all improvements pursuant to the Development Agreement are completed, inspected and accepted by the Village.
- l. Prior to occupancy, all required landscaping and screening for the buildings, parking areas, transformers and signage shall be installed. A written letter verification and certification shall be provided to the Village by the landscape installer that all building and signage landscaping has been installed in accordance with the approved landscape plan. However, if cold weather conditions prevent installation of all or portions of the landscape materials, the developer, owner or occupant shall enter into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.
- m. Prior to occupancy, all building signage shall be installed and inspected. All signs shall comply with Article X of Chapter 420 of the Village Zoning Ordinance. A written letter verification and certification shall be provided to the Village by the signage installer that all signage has been installed in accordance with the approved signage plan/permit.
- n. Prior to occupancy, one (1) 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.
- o. Prior to occupancy, one (1) 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.**
- p. 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.
- q. No use 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.
- r. There shall be no outside banners, strings of pennants, flags, inflatable devices or streamers affixed or attached to the building(s), light poles, ground or landscaping, etc.

- s. The site shall not be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/dismantled/unlicensed vehicles that are parked overnight will be issued citations.
- t. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
- u. There shall be no long-term semi-truck/trailer, commercial or box truck parking permitted on the site, except for deliveries.
- v. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited.
- w. All exterior mechanical units, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
- x. All Village fees incurred by the Village Community Development Department, the Engineering Department and/or expert Assistants/Consultants/Attorneys required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Certified Survey Map, Vacation of Easements, Development Agreement and related Exhibits** subject to the above comments and the following conditions:

1. **Prior to the closing the following outstanding documents shall be submitted:**
 - a. The original executed Certified Survey Map and recorded copies of all easement releases/vacations. The **attached** changes shall be made to the CSM prior to being executed. All easements vacated prior to the recording of the CSM shall not be shown on the CSM. The Village can only release easements granted to the Village and other easement that needs to be vacated is the right of way agreement for ingress and egress—see **attached** Village easement releases. In addition, identify corrected setbacks on the CSM and **Note for each setback to the property line “ ___ foot setback per Village PUD Ordinance #18-24 adopted on June 18, 2018.”**
 - b. Recorded copy of the Restrictive Covenant. Prior to recording, the **attached** Restrictive Covenant shall be finalized, executed and recorded by the Developer and a recorded copy provided to the Village prior to issuance of any permits. Exhibit B shall be provided, pages shall be numbered, correct **the owner’s** name on the notary block (not Main Street Market LLC) prior to recording.
 - c. Five (5) full size copies and a pdf copy of the Final Development Plans (see all required plan changes noted above).
 - d. The Work in the Right-of-Way Permits (from City of Kenosha for 91st Street and Village for 22nd Avenue).
 - e. A Performance and Payment Bond in the amount of 115% of the total probable cost of public water main, street trees, including field staking, inspections and construction related services. The required Itemized Cost Breakdown Exhibit for this will be submitted by the Developer for Village staff review.
2. The **attached** Development Agreement and all Exhibits shall be finalized and executed by all parties.
3. Right of Recovery Agreement (to be drafted by the Village and reviewed by the Developer once costs are submitted for review) for the municipal water system within 22nd Avenue. **The Right of Recovery Agreement schedule for 8” water main shall be submitted to the Village within 30 days based on engineers estimate for west side of 22nd Avenue.**

4. The following shall be finalized and submitted within 45 days or prior to work commencing on the public improvements for the watermain extension and the public street trees
 - a. A copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the **Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. All contractors shall be pre-qualified by the Village.**
 - b. A copy of the signed public street tree contract, Landscaping Plan (see comments above for plan changes) and certificate of insurance. **Revised Landscape contract needs to be submitted to reflect the approved street trees—see engineering comments of June 4, 2018.**
5. The Final Development Plans shall be submitted to the Village in electronic format which satisfies the following acceptance criteria. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.
6. Upon Village Board approval of the CSM and Final Development Plans and within 30 days of said approval the Village will host a closing to have 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.
7. **Following the closing, and prior to work commencing on the site a preconstruction meeting shall be scheduled (coordinate date and time with Jean Werbie-Harris when the permit applications noted above are submitted). This can be a joint meeting related to the public improvements and the private improvements.** The Design Engineer/Architect of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. At a minimum the GC and Utility Contractors shall attend the pre-construction meeting. The Design Engineer of Record shall prepare and distribute the following items to all attendees (owners, engineer, contractors, utilities, and Village staff) at the pre-construction meeting:
 - a. Pre-construction agenda (A sample agenda, if needed, will be provided by the Village to Design Engineer to modify for the meeting)
 - b. Project construction schedule
 - c. List of all contractors
 - d. Emergency contact information for all – project superintendent, owner, architect, contractors etc.

The Design Engineer/Architect of Record shall email and distribute the minutes to all attendees within 7 days of the pre-construction meeting.

Following the pre-construction meeting all necessary permits and fees shall be paid for and permits obtained from Village Building Inspection Department and construction may commence.

8. 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.
9. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will require compliance with the Village Design Standards and Construction Specifications.

10. Impact fees are due at the time building permits are issued. Pursuant to the ***attached*** letter dated February 28, 2017 the **Village has agreed to waive the Village's neighborhood and community park impact fees** for each senior unit. Furthermore, sewer connection fees may be adjusted as noted in the same letter.

DEV1803-014
CODE1803-002
CODE1803-003

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow St.
Waukesha WI 53188

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



June 7, 2018

Mr. Joe Schwenker
Bear Development, LLC
4011 80th Street
Kenosha, WI 53142

Subject: Review of Site Investigation Addendum and Remedial Action Plan for Eva Manor, 2103-2133 91st Street, Pleasant Prairie, WI FID 230115930, BRRTS 02-52-543562

Dear Mr. Schwenker:

The Department of Natural Resources (the Department) received the Site Investigation Addendum and Remedial Action Plan on May 15, 2018 as a follow-up to additional investigation work requested by the Department in a letter dated February 21, 2018. After reviewing the above noted report the Department has determined that the Site Investigation has been completed and the proposed Remedial Action appears to be protective of human health and the environment, therefore both documents are approved.

Please proceed with the proposed development of property. Documentation of the contaminated soils removed during construction of the storm water detention pond as well as where this soil is disposed should be submitted to the Department in the Remedial Action section of the Case Closure – GIS Registry form.

The Department agrees with the abandonment of monitoring wells MW-4, MW-6, MW-7 AND MW-1P and continued monitoring of monitoring wells MW-1, MW-2, MW-3 AND MW-8. You have proposed to collect a minimum of four consecutive quarters of groundwater samples. Be aware that additional sampling may be necessary if those four quarterly sampling events are unable to show a stable or decreasing groundwater plume.

The proposed development does not involve on-site movement of any of the remaining contaminated soil. A Wisconsin Administrative Code (WAC) Chapter NR718 Soil Management Plan will not be necessary provided this plan does not change.

The Department appreciates your cooperation in collecting additional information and continuing to move this project forward toward redevelopment and site closure. If you have any questions or concerns feel free to call me at 262-574-2142 or email me at shanna.laubeanderson@wisconsin.gov.

Sincerely,

Shanna L. Laube-Anderson
Remediation and Redevelopment Program
Southeast Region, Waukesha Service Center

Cc: Robert Cigale, Endpoint Solutions, 6871 South Lovers Lane, Franklin, WI 53132



Office of the Village Administrator
Michael R. Pollocoff

February 28, 2017

Sean O'Brien, Director, Commercial Lending
Wisconsin Housing Economic Development Authority
201 West Washington Avenue, Suite 700
Madison, WI 53703

RE: Tax Parcel 93-4-123-183-0480

Dear Mr. O'Brien:

In response to a request from Bear Development, LLC (Bear), we are providing the following information relating to the above referenced parcel located in the Village of Pleasant Prairie (Village). Tax Increment District # 4 was created to assist in mitigating environmental and blight issues and incent development on the site. We have been working with Bear for several years on this proposal to construct affordable, primarily senior housing on this site. The financial participation calculation can be broken down into three distinct categories: 1) Village and State funds spent to-date, 2) future financial contributions and 3) waived fees by the Village.

Funds Spent To-Date. WEDC awarded \$150,000 via a Brownfield Grant and the Village allocated TIF funding of \$715,365 to raze the blighted building and begin the extensive environmental remediation effort. All awarded and allocated funds were used in connection with the demolition of the blighted structure and remediation of the contaminates stemming from the former dry cleaners within the blighted building. All soils are now remediated and the site is ready for the primarily senior LIHTC housing proposal.

Future Financial Contributions. Future financial benefit will accrue to the development via the extended TID time frame which will now expire on 12/31/2034. The mechanism for this funding will be via a pay-go TIF by way of annual real estate tax reimbursements. 100% of the increment created will be reimbursed to the development entity or assigns.

Connection Fee Charges Reduced by the Village. The Village of Pleasant Prairie Municipal Ordinance 285-23 C. (2) provides the rationale for the application as a partial reduction of connection fees for sanitary sewer laterals for multi-family dwellings. At discretion of the Village, the ordinance provides an option for the property owner to

evaluate the utilization of water from the 13 month flow after full occupancy to the 18th month for an adjustment to the connection fee. The ordinance provides the steps that must be followed in order to receive an adjustment.

A previous adjustment for a similar development reflected a *reduction of 68%* in the connection fee. The current connection fees are \$1,600 per unit. The previous example would equate to a partial reduction waiver in the payment of $\$1,600 \times 68\% = \$45,696$. The Village is committed to continuing to maintain this adjustment process through the completion of the proposed Bear Senior Housing Development in Pleasant Prairie, and the current connection fee throughout the time required for this adjustment to be made.

Impact Fees Waived by the Village. The Village has agreed to waive the Village's neighborhood and community Park Impact Fees for each senior unit, which equates to a reduction from \$632.00 per senior unit to \$0.00 per senior unit or a cost savings to the Developer of \$26,544.00 for the 42-senior unit building.

If I can be of further assistance relating to this matter, please feel free to contact me at 262-925-6721 or via email at villageadmin@plprairie.com.

Michael Pollocoff
Village Administrator

ORD. # 18-22
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

1. To amend the Village 2035 Land Use Plan Map 9.9 to show the wetlands as legally described on **Exhibit 1** within the Park, Recreation and Other Open Space Lands with a field verified wetland land use designation on the property located southeast corner of 91st Street and 22nd Avenue and further identified as Tax Parcel Number: 93-4-123-183-0480; and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 18th day of June 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane C. Snell
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

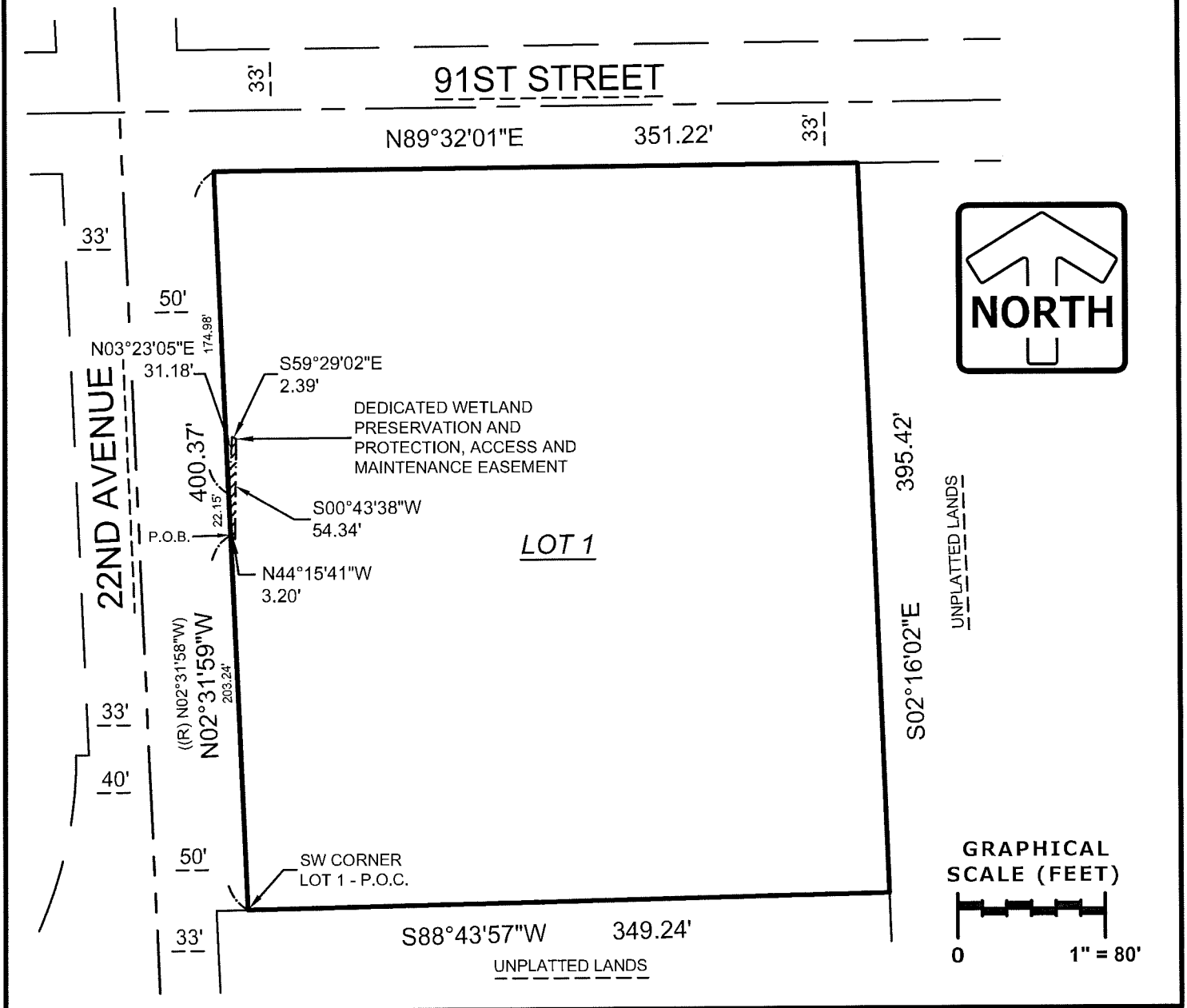
Ord #18-22 Eva Manor LU Amend
CODE1803-003

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 2616, as recorded in the Office of the Register of Deeds for Kenosha County as Document No. 1549407, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02°31'59" West along the west line of said Lot 1, 203.24 feet to the Point of Beginning;

Thence continue North 02°31'59" West along said west line, 22.15 feet; thence North 03°23'05" East, 31.18 feet; thence South 59°29'02" East, 2.39 feet; thence South 00°43'38" West, 54.34 feet; thence North 44°15'41" West, 3.20 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

03/29/18

PLAN | DESIGN | DELIVER

PEG JOB#1106.00

ORD. # 18-23

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

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

The property located at the southeast corner of 91st Street and 22nd Avenue in U.S. Public Land Survey Section 18, Township 1 North, Range 23 East of the 4th Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 93-4-123-183-0480 is hereby rezoned as follows: the wetland areas as shown and legally described on **Exhibit 1** are hereby rezoned into the C-1, Lowland Resource Conservancy District, the remainder of the property will remain in the R-11, Multiple-Family Residential District and the entire property is hereby rezoned into the PUD Planned Unit Development Overlay District.

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

Adopted this 18th day of June 2018.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane C. Snell
Village Clerk

Posted: _____

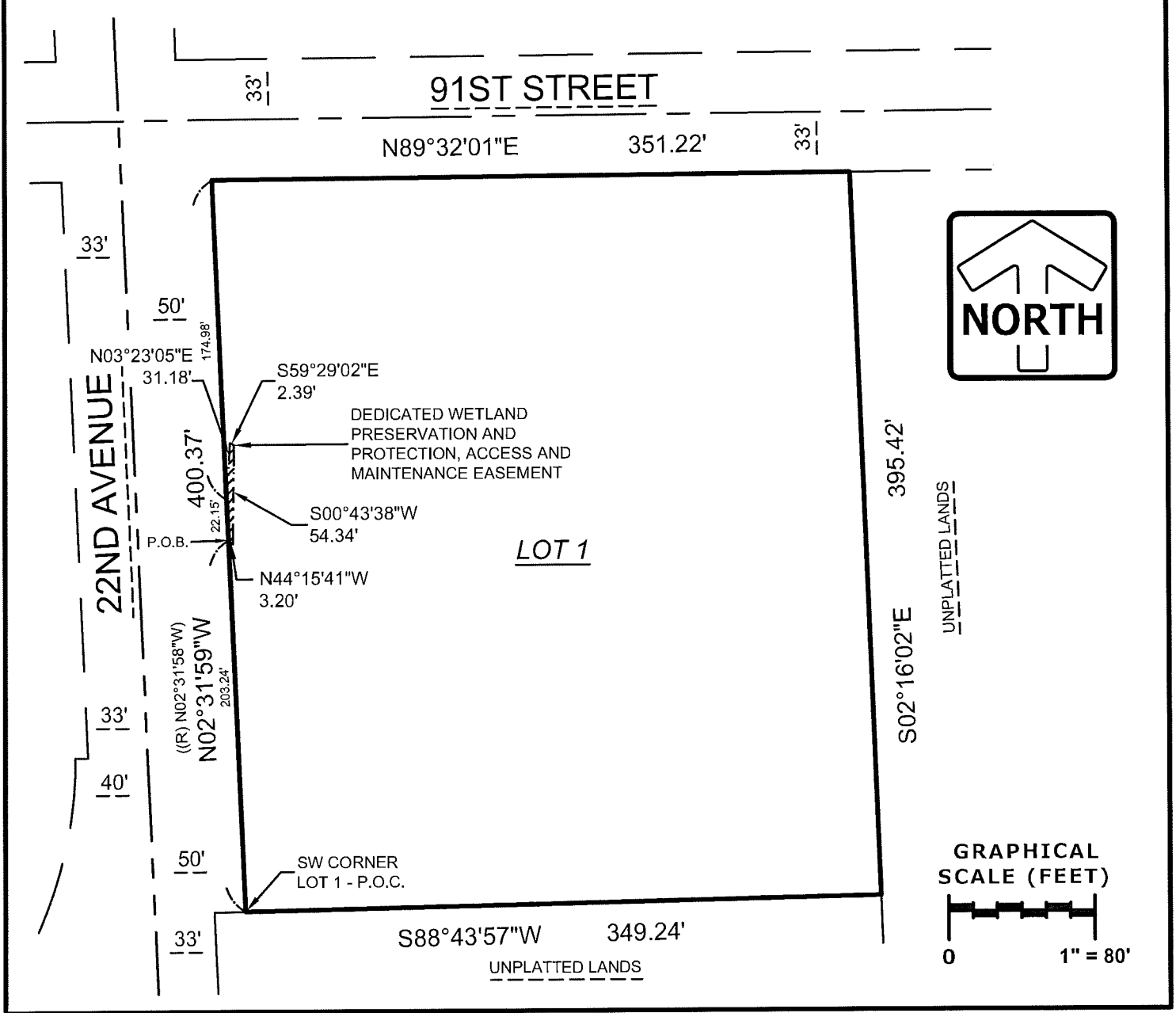
23-Eva Manor
CODE1803-002

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 2616, as recorded in the Office of the Register of Deeds for Kenosha County as Document No. 1549407, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02°31'59" West along the west line of said Lot 1, 203.24 feet to the Point of Beginning;

Thence continue North 02°31'59" West along said west line, 22.15 feet; thence North 03°23'05" East, 31.18 feet; thence South 59°29'02" East, 2.39 feet; thence South 00°43'38" West, 54.34 feet; thence North 44°15'41" West, 3.20 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

03/29/18

PLAN | DESIGN | DELIVER

PEG JOB#1106.00

ORDINANCE # 18-
**ORDINANCE TO CREATE THE EVA MANOR APARTMENTS
PLANNED UNIT DEVELOPMENT
PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 420 Attachment 3 Appendix C Specific Development Plan be created for the Eva Manor Apartments Planned Unit Development is hereby amended to read follows:

Eva Manor Apartments Planned Unit Development

- a. It is the intent that the Eva Manor Apartments development that includes a 42-unit affordable, independent senior housing building and a 8-unit family townhome building, on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Barnes Creek Neighborhood Plan; would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.

In support of this development, several of the housing element goals in the Village's Comprehensive Plan are being met to encourage the provision of a diverse housing supply that meets the Village's future population needs. Some of the **Comprehensive Plan's** housing recommendation objectives include: to promote a range of affordable housing choices for Village residents; to promote a range of affordable housing choices for the **Village's aging and disabled population; to promote the use of design that allows access and livability for disabled and elderly people in new construction;** to continue to support reducing or waiving a portion of impact fees for proposed senior housing development; and to encourage the location of senior developments in areas where public transportation and other transit services for the elderly and disabled are offered. To achieve these objectives, the Owner has committed a record a Restrictive Covenant to maintain this senior housing development as an over 55 age-restricted development for 30 years.

- b. Legal Description: The property is known as Lot 1 of CSM _____ as recorded at the Kenosha County Register of Deeds Office as Document # _____ respectively and located in U.S. Public Land Survey Section 18, Township 1 North, Range 23 East in the Village of Pleasant Prairie is **hereinafter referred to as the "DEVELOPMENT"**.
- c. Requirements within the DEVELOPMENT:
- (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
 - (ii) All public improvements for this DEVELOPMENT shall be installed and constructed by the DEVELOPER in accordance with the Development Agreement as approved by the Village Board on June 18, 2018 on file with the Village.
 - (iii) All private improvements for this DEVELOPMENT shall be installed and constructed by the Developer and all private improvements shall be maintained by the Owners of the DEVELOPMENT as shown on approved Final Residential Development Plans as conditionally approved by the Village Board on June 18, 2018 on file with the Village.

Eva Manor Apartments
Planned Unit Development

- (iv) Subject to compliance with the recorded Restrictive Covenant as recorded by the landowner at the Kenosha County Register of Deeds Office on [REDACTED], 2018 as Document # [REDACTED] that restricts the 42-unit senior apartment building to be occupied by only seniors 55 years and over until after the WHEDA tax credits are all paid off in 15 years and for another 15 years (or for a total of 30 years).
- (v) The DEVELOPMENT, including but not limited to, the buildings, accessory structure garbage enclosures, sign(s), fence(s), landscaping, parking lots, patio, exterior site lighting, monument sign etc., and the site as a whole, shall be maintained both inside and outside in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.
- (vi) The land owner of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and DSIS Access Easement as approved by the Plan Commission on May 14, 2018 and executed on [REDACTED], 2018 and any subsequent amendments.
- (vii) The apartment and townhome buildings shall be fully sprinklered including the attic spaces, regardless of any modifications to the State of Wisconsin requirements.
- (viii) Residential communication structures pursuant to Article XIV of the Village Zoning Ordinance are prohibited within the DEVELOPMENT.
- (ix) Each unit is allowed to have one (1) pet not to exceed 40 pounds (at full grown/maturity).
- (x) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (xi) All buildings/structures and all exterior additions, remodeling or alterations to any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified development as approved by the Village.
- (xii) All exterior site, buildings and landscaping maintenance shall be performed regularly by the Owners or manager of the DEVELOPMENT. Copies of any property inspection reports along with exterior and interior building inspection reports shall be made available to the Village upon request.
- (xiii) No truck parking [e.g. semi-cab, semi-trailer, commercial trucks, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] are allowed within the DEVELOPMENT.
- (xiv) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
- (xv) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.

Eva Manor Apartments
Planned Unit Development

- (xvi) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
 - (xvii) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations if not removed in a timely manner.
 - (xviii) In the event that public transportation to service the DEVELOPMENT is requested, it shall be the responsibility of the Owner to fund the cost of providing such public transportation to and from the DEVELOPMENT.
 - (xix) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
 - (xx) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development. All of the building exteriors shall be maintained and shall be painted only with the approved colors on the approved Residential Development Plans, unless expressly approved by the Village. No brick or stonework shall be painted.
 - (xxi) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-116 related to the R-11 Multiple-Family Residential District regulations is amended to read as follows:
 - A. Primary purpose and characteristics. The DEVELOPMENT will provide a multiple-family residential development wherein the net density shall not exceed 15.6 dwelling units per acre.
 - B. Permitted uses/structures within the DEVELOPMENT.
 - (1) A 42-unit senior apartment building
 - (2) A 8-unit townhome family apartment building with a 1-car attached garage to each building.
 - (3) A detached garage building with 12 individual garages.
 - (2) Model units within the building.
 - (3) Home occupations per Article VII.
 - (4) Driveways and parking facilities per Article VII of Chapter 420 except as expressly amended in this PUD Ordinance.
 - (5) Decks and porches are part of the building therefore shall meet all the required building setbacks specified in this PUD Ordinance.
 - (6) Fences per Article XI.

Eva Manor Apartments
Planned Unit Development

- (7) Signs per Article X of Chapter 420.
 - (7) Essential services, which may be constructed on the lot prior to construction of the permitted principal structure.
 - C. Lot area and width.
 - (1) The DEVELOPMENT lot shall have a minimum area of 108,900 square feet (2.5 acres).
 - (2) The DEVELOPMENT lot shall have a minimum frontage of 150 feet on a public street.
 - E. Design standards.
 - (1) The site and the buildings shall be constructed pursuant to the Residential Development Plans as conditionally approved by the Village Board on June 18, 2018. Any alterations shall require approval of the Village Board by an amendment of this ordinance. Minor modifications may be approved in writing by the Zoning Administrator.
 - (2) The 42-unit apartment building shall not exceed 53 feet in height and the 8-unit building shall not exceed 35 feet in height.
 - (3) A minimum of 50% of the DEVELOPMENT shall remain as open space and the landscaping and exterior turf shall be irrigated.
 - F. Building Setbacks.
 - (1) Street setbacks: a minimum of 50 feet from the property line adjacent to 91st Street and a minimum of 30 feet from the property line adjacent to 22nd Avenue.
 - (2) Side and rear setbacks: a minimum of 48 feet.
 - (3) Wetland setback: a minimum of 15 feet.
 - (4) Separation between buildings shall be a minimum of 20 feet.
 - G. Authorized sanitary sewer system. Pursuant to Section 420-32 of the Village Municipal Code with service provided by the City of Kenosha. In addition, sanitary sewer sampling manholes shall be installed pursuant to the Residential Development Plans and shall be properly maintained.
 - H. Authorized water supply system. Municipal water is required for all domestic and fire protection water requirements of the development including the required irrigation system.
- e. Amendments
 - (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.

Eva Manor Apartments
Planned Unit Development

- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 18th day of June 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Posted: _____
24-Eva Manor PUD
CODE1803-002

**AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM
("DSIS")
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND BFU II LLC**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this ____ **day of _____, 2018**, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and BFU II LLC, a _____ Limited Liability Company with a business address of 4011 80th Street, Kenosha, WI 54312 (referred to as "Eva Manor Apartments"). In this Agreement, the Eva Manor Developer is also referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner of the real estate commonly known as Lot 1 of Certified Survey Map No. _____, (**Exhibit A - CSM**) recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. _____, being a part of the Southwest One-Quarter of the Southwest One-Quarter of U.S. Public Land Survey Section 18, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and having Village Tax Parcel Number 93-4-123-183-_____ known as the "Owner's Property" in this Agreement; and

WHEREAS, The Owner desires to proceed with the development of the Eva Manor Apartments (referred to as "Eva Manor") on the Owner's Property with a senior apartment building address of _____ 91st Street and the eight (8) unit townhouse building with address of _____ 91st Street in the Village; and

WHEREAS, the Eva Manor development consists of one 4-story, 42-unit senior apartment building providing a variety of efficiency, 1-bedroom, and 2-bedroom units and an 8-unit townhouse building providing 3-bedroom units, both located on a 3.1980-acre development site (**Exhibit B - Site Plan**); and

WHEREAS, The Owner's Property is presently zoned R-11, Multi-Family Residential with a Planned Unit Development (PUD) Zoning Overlay District, which zoning classification allows for the development of senior and family multi-family residential rental housing with surface parking in accordance with **Village Zoning PUD Ordinance #18-__ (Exhibit C - PUD)**. The PUD was adopted by the Village Board of Trustees (the "Village Board") on _____, __, 2018; and

WHEREAS, the Village Plan Commission conditionally approved the revised **Final Development Plans** for the Eva Manor development on _____, 2018 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a DSIS for the Property. **Said Plans are on file in the Village's Community Development Department;** and

WHEREAS, the Village has asserted and the Owner agrees that the development of the Eva Manor development will require additional security provisions pursuant to Village regulations in order to maintain a safer environment for their residents and for the protection of their personal property; and

WHEREAS, the Owner further agrees to be in compliance with Village **Municipal Code Chapter 410 entitled, "Security Ordinance"** through the implementation and use of a DSIS which is described in **Exhibit D – DSIS Plan** attached hereto, that monitors the exterior public access areas, underground parking and driveways of the **Owner's** Property located in the Village; and

WHEREAS, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine retail sales and service development sites such as the Eva Manor development in the Village and will provide emergency response personnel with a live visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

WHEREAS, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location (scene identification) and/or a situation (action identification) in emergency situations; and

WHEREAS, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS; and

WHEREAS, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS **per the Village's Security Ordinance** requirements, except as may be modified by this Agreement. Further, the Owner shall grant a property Access Easement **(Exhibit E - Easement)** to the Village allowing access and maintenance rights to the

DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, to maintain the DSIS **system at the Owner's** cost, if the Owner fails to do so; and

WHEREAS, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the **Owner's** Property and said costs shall be invoiced to the Owner and the Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building occupancy permits or approvals required by the Owner for the Eva Manor development to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit D** which was created pursuant to the proposal prepared by _____ with offices located at _____ (_____), for the Owner, with the plans and video surveillance hardware specifications proposal dated _____, 2018, which is incorporated herein by reference. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the Owner's expense. After the installation, Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner **of the Village's acceptance of the DSIS.** The Owner agrees to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters the buildings, adds on to the buildings or otherwise changes or increases the development on their **Property, such Owner shall be responsible for installing, at the Owner's sole** expense, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with **Exhibit D** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes

place on the **Owners' Property**, shall all be referred to as the "DSIS" for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS shall provide for surveillance of the exterior buildings entrances, surface parking entrance, and parking lot areas within the development. The DSIS as described in **Exhibit D** shall adequately cover the **Owner's** Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the **Owner's** Property, the determination as to the number and type of cameras **which are reasonably necessary for the Village's surveillance needs** shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on the buildings of the **Owner's** Property and attached via non-penetrating mounts as shown on **Exhibit D**. BFU II LLC will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **EXHIBIT D** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit D** and as deemed necessary by the Village, which shall function continuously, whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the camera system.

(iii) The Owner agrees to provide the DSIS in a secured location within the Eva Manor development on the **Owner's** Property that will be accessible for inspection and electronically accessed via a VPN internet connection with the assistance of the Owner. The Owner shall provide access as provided herein upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

(iv) The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area in the room which houses the DSIS equipment.

The internet connection must remain operational for the life of the DSIS at the cost of the property owner.

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than four (4) weeks and shall be available to the Village for public safety purposes directly through a static **Internet Protocol (IP) transmission via the Village's area-wide** data network. The connection must possess upload speeds of no less than 5 mbps and download speeds of no less than 5 mbps (business class connection). The DSIS shall also provide a **"real time", "live look" surveillance capability** via that same network. The Village Police Department shall have log-in **capabilities to the DSIS "live-look" system on the Property** independent of the Owner's personnel. Proper software security keys and logins will be provided to the Village Police and IT Departments to provide immediate **access to both "real time" access as well as historical video as required.**

(vi) The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within 30 business days following written invoice by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as **Exhibit E** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate and maintain the DSIS in good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

(ii) As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit D** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall not change the password for Village connection without first providing notification to the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute **shall be reimbursed for its actual attorneys' fees and costs incurred** thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant

and servitude running in perpetuity with the Owner's Property. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner:

BFU II LLC
Attn: Stephen C. Mills, Managing Member
4011 80th Street
Kenosha, WI 53142
steve@bearrealty.com

If to the Owner:

Bear Development, LLC
Attn: SR Mills
4011 80th Street
Kenosha, WI 53142
smills@beardevelopment.com

If to the Owner:

Bear Development, LLC
Attn: Dan Szczap
4011 80th Street
Kenosha, WI 53142
dan@beardevelopment.com

If to the Village:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Village Administrator
villageadmin@plprairie.com

And to the Village:

Village of Pleasant Prairie
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris
Community Development Director
jwerbie-harris@plprairiewi.com

And to the Village:

Village of Pleasant Prairie
Police Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: Police Chief David Smetana
dsmetana@plprairiewi.com

And to the Village:

Village of Pleasant Prairie
IT Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: Ryan Marquart
Technical Services Manager
rmarquart@plprairiewi.com

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor that may come onto **any Owner's Property on behalf of the Village shall carry a non-deductible** (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy

with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any **Owner's Property, provided, such insurance may be provided through the municipal insurance plan of the Village.**

j. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner or its contractors on or about **any Owner's Property. If any mechanic's or other liens shall at any time be filed against any Owner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.**

k. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

IN WITNESS WHEREOF, BFU II LLC has executed this DSIS Agreement on this ___ day of _____, 2018.

Notarized signatures are on the following pages.

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____, 2018 by John P. Steinbrink and Jane C. Snell as the duly authorized Village President and Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

Signature of Notary Public

Jean M. Werbie-Harris
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires: December 27, 2021

This document drafted by:
Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**COPY OF CERTIFIED SURVEY MAP NO. _____ WITH LEGAL
DESCRIPTION OF LANDOWNER'S PROPERTY**

[CSM attached hereto]

LOT 1 CERTIFIED SURVEY MAP # _____ RECORDED AS DOCUMENT
_____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE
AND FURTHER IDENTIFIED AS PART OF THE SOUTHWEST ONE-
QUARTER OF THE SOUTHWEST ONE-QUARTER OF U.S. PUBLIC LAND
SURVEY SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE
FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT
PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS
APPROXIMATELY 3.1980 ACRES MORE OR LESS.

EXHIBIT B
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
EVA MANOR APARTMENTS SITE PLAN
(Attached hereto)

EXHIBIT C
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #18-__
(Attached hereto)

EXHIBIT D
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
DSIS PLAN, HARDWARE DETAILS AND NARRATIVE
(On file with Village Police Department)
[Attached hereto]

EXHIBIT E
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
SITE ACCESS EASEMENT
[Attached hereto]

DSIS ACCESS EASEMENT

This ACCESS EASEMENT is entered into this _____ day of _____, 2018 by and between the Grantor, BFU II LLC, a _____ Limited Liability Company (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE, A Wisconsin municipal corporation (the "Easement Holder").

RECITALS

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for the Eva Manor apartment development which will consist of a one 4-story, 42-unit senior apartment building providing a variety of efficiency, 1-bedroom and 2-bedroom units and an 8-unit family townhouse building providing 3-bedroom units on a 3.1980-acre development site, commonly known as Eva Manor, and the Easement Holder shall not unreasonably interfere with said uses and operations of the Landowner's Property by the Landowner.

GRANT OF ACCESS EASEMENT

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

1. Grant of Easement. The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free,

Recording Area

Name and Return Address:
Jean M. Werbie-Harris
Community Development Dept.
Village Municipal Building
9915 39th Avenue
Pleasant Prairie, WI 53158

Parcel Identification Number:

93-4-123-183-____

access and maintenance easement (the "Access Easement") over and through the exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and if applicable to a secured area within the Eva Manor apartment building generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground to the extent possible. The Landowner shall supply electricity and internet connection services for the DSIS as provided in the Agreement.

2. Use of Access Easement. The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about _____, 2018 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its residents/occupants, and that its equipment shall not impair the architectural and landscaping designs of the development.

3. Improvements. The Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Eva Manor development as the Easement Holder deems reasonably necessary.

4. Maintenance. The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance.

5. Damage to Easement Property. The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

6. Obstructions to Use of the Easement Property. The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees

that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor kiosks, carts, tent sales, and other events that may occur on the Landowner's Property, which such uses may be allowed, and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

7. Indemnity/Insurance/Liens. All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

8. Enforcement of Agreement. The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

9. Amendments. This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

10. Successors. All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

11. Severability. If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

12. Governing Law. This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

13. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

(Signatures are on the next pages).

IN WITNESS WHEREOF, BFU II LLC has executed this Access Easement this _____ day of _____, 2018.

BFU II LLC

By: _____
Name: **Stephen C. Mills**
Title: Managing Member

STATE OF WISCONSIN)
)SS
COUNTY OF KENOSHA)

This instrument was acknowledged before me in Pleasant Prairie, WI on _____, 2018, by **Stephen C. Mills** as the duly authorized Managing Member of BFU II LLC.

Signature of Notary Public

Jean M. Werbie-Harris
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires) on:
December 27, 2021

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: _____

Name: John P. Steinbrink

Title: Village President

ATTEST:

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)

) SS:

KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____, 2018 by John P. Steinbrink and Jane C. Snell, as duly authorized Village President and Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

Signature of Notary Public

Jean M. Werbie-Harris

Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin

My Commission expires:

December 27, 2021

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the Access Easement set forth above and agrees that its interest in the Property shall be subject to this Access Easement.

_____ Bank

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS:

_____ COUNTY)

This instrument was acknowledged before me on _____, 2018
by _____, (Name) the _____
(Title) of the _____ (Bank).

Signature of Notary Public

Type or Print Name of Notary Public

Notary Public, State of _____

My commission expires: _____

This instrument drafted by:

Jean M. Werbie-Harris
Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158
262-925-6718

EXHIBIT A

Legal Description of Landowner's Property

LOT 1 CERTIFIED SURVEY MAP # _____ RECORDED AS DOCUMENT # _____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND FURTHER IDENTIFIED AS PART OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 3.1980 ACRES MORE OR LESS.



MEMORANDUM

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

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

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

SUBJ: Eva Manor Multi-Family

DATE: June 4, 2018

Peggy,

The Engineering Department has reviewed the submitted plans for the proposed multi-family development. 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.

Public Water Main

3. A separate project manual for the public water main construction still needs to be provided.

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

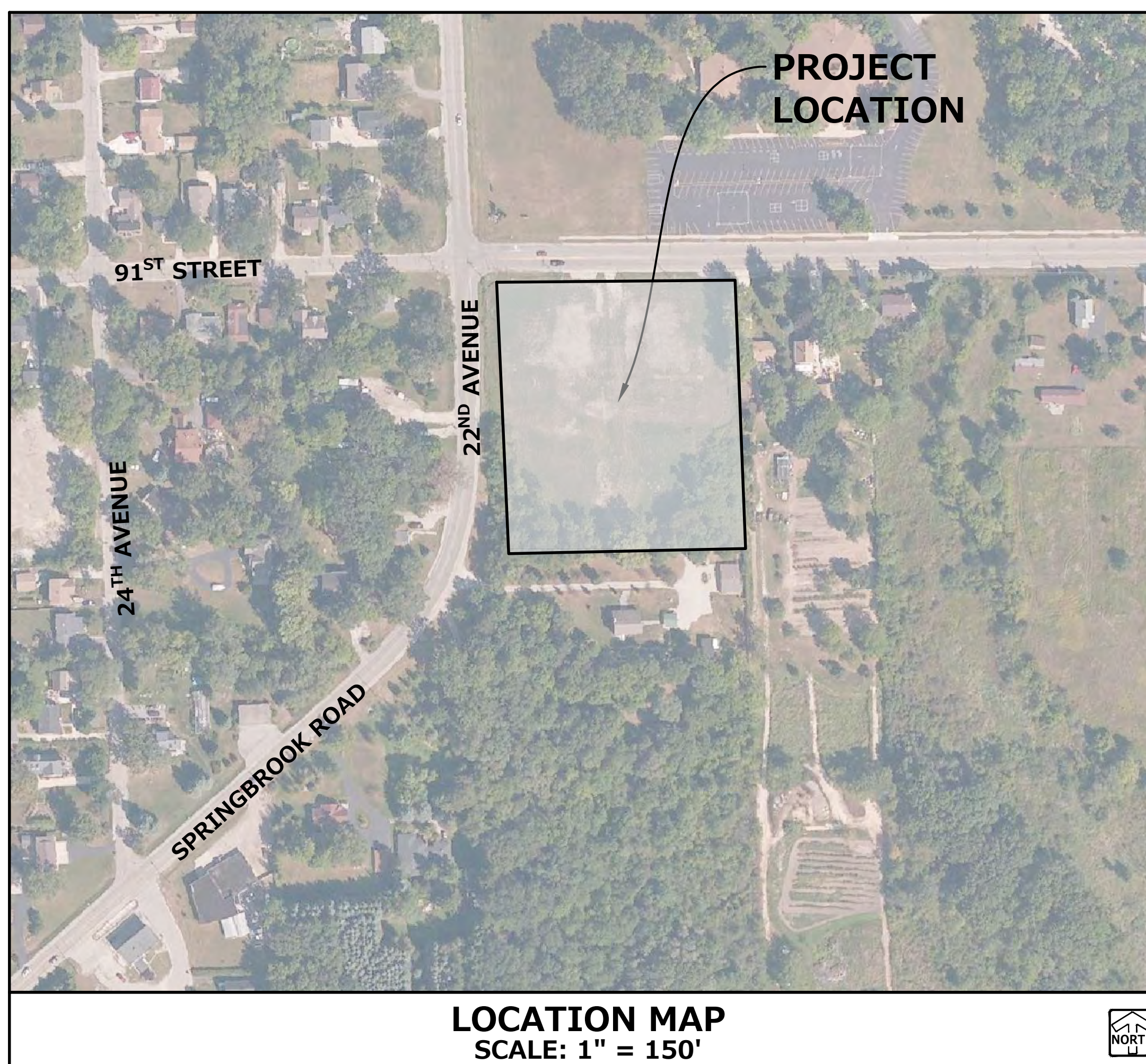
Attachment: Plan Mark Up

ONSITE CIVIL ENGINEERING INFRASTRUCTURE PLANS FOR EVA MANOR MULTIFAMILY

VILLAGE OF PLEASANT PRAIRIE, WI

PLANS PREPARED FOR

VOPP ENG REVIEW
JUNE 4, 2018
PLAN MARK UP



PROJECT MANUAL FOR PUBLIC WATER MAIN NEEDS TO BE SUBMITTED FOR REVIEW

REQUIRED SUBMITTALS FOR APPROVAL

- HOT MIX ASPHALT - MIX DESIGN
- CONCRETE PAVEMENTS (EXTERIOR) - MIX DESIGN & JOINT PLAN
- PAVEMENT STONE BASE COURSE - GRADATION
- PIPE BEDDING & TRENCH BACKFILL - GRADATION
- MANHOLE BACKFILL - GRADATION
- PAVEMENT MARKING PAINT

REQUIRED SUBMITTALS FOR RECORDS

- WATER MAIN PIPES, VALVES, HYDRANTS & FITTINGS
- SANITARY SEWER PIPE & FITTINGS
- STORM SEWER PIPE, STRUCTURES, & FITTINGS
- TRACER WIRE
- UNDERGROUND UTILITY LOCATION RECORD DRAWINGS
- ADA SIGN & TRUNCATED DOMES, PAINT & STENCILS
- CHEMICAL SOIL STABILIZATION MIX DESIGN (IF APPLICABLE)

GENERAL NOTES

- THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL, OR OTHER GOVERNING AGENCIES' LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES, ETC., AND THE OWNER'S DIRECTION.
- A GEOTECHNICAL REPORT HAS BEEN PREPARED BY ENPOINT SOLUTIONS, DATED JANUARY 10, 2018, FOR THE PROJECT SITE. THE DATA ON SUB-SURFACE SOIL CONDITIONS IS NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE CONTINUITY OF SUCH CONDITIONS BETWEEN BORINGS OR INDICATED SAMPLING LOCATIONS. IT SHALL BE EXPRESSLY UNDERSTOOD THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS DRAWN THERE FROM BY THE CONTRACTOR. DATA IS MADE AVAILABLE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
- THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
- QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF, OR JOB EXTRAS.
- COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS. ALL APPLICABLE PERMITS HAVE BEEN OBTAINED, AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
- SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER/OWNER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT, OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGERS HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL, ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
- SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DIBS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL 'GOOD HOUSEKEEPING.'
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

DESIGNED BY: BME; CHECKED BY: MAC; REVISED BY: DOG; QUANTITIES BY: BME; THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

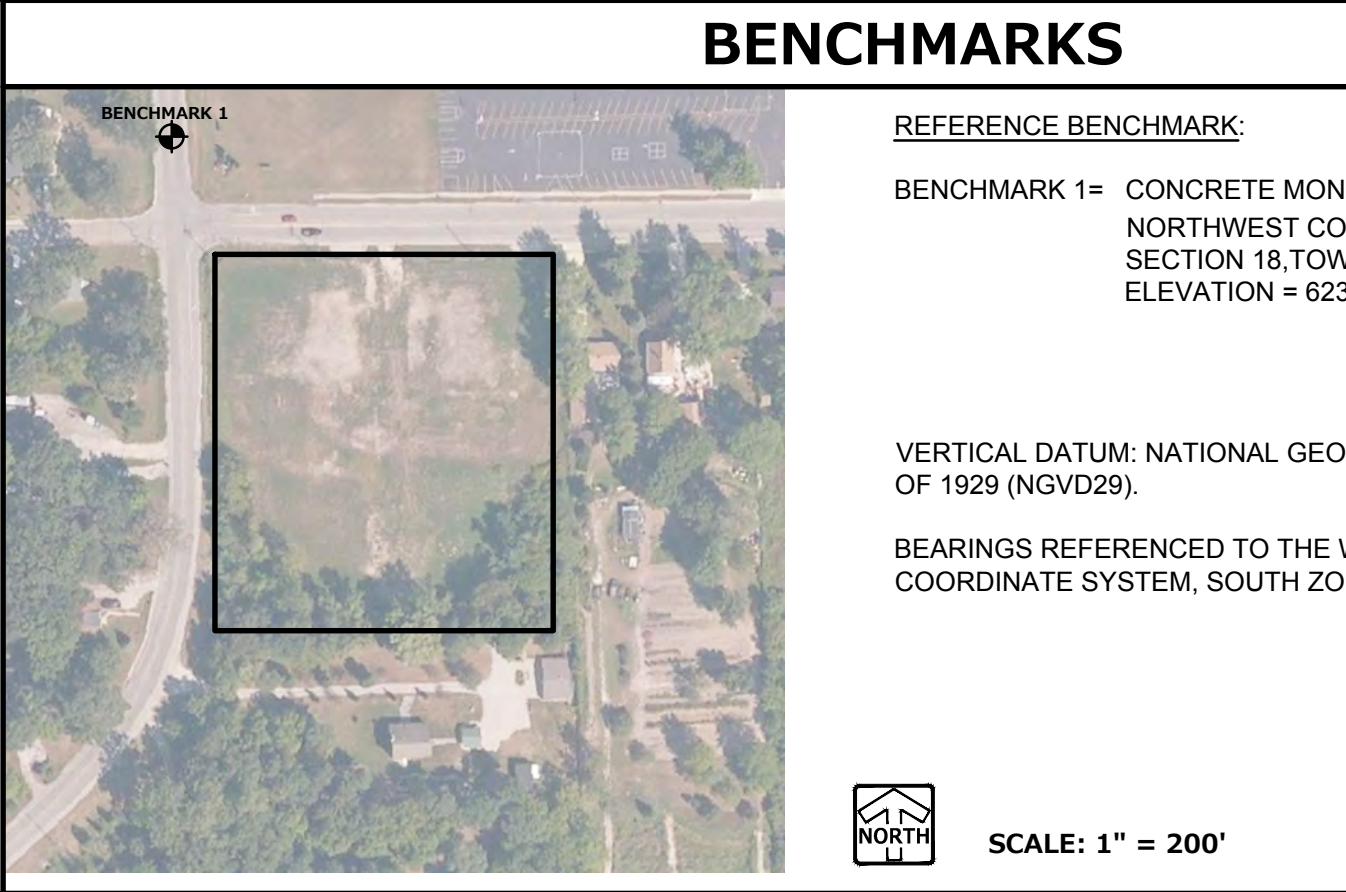
LEGEND		EXISTING	PROPOSED
SANITARY SEWER MANHOLE		⊙	⊙
STORM SEWER MANHOLE		⊙	⊙
STORM SEWER AREA DRAIN		▣	▣
STORM SEWER INLET (ROUND CASTING)		○	○
STORM SEWER INLET (RECTANGULAR CASTING)		□	□
PRECAST FLARED END SECTION		▧	▧
CONCRETE HEADWALL		▧	▧
AIR RELEASE ASSEMBLY		⊕	⊕
VALVE BOX		⊕	⊕
FIRE HYDRANT		⊕	⊕
BUFFALO BOX		⊕	⊕
CLEANOUT		⊕	⊕
SANITARY SEWER		—	—
FORCE MAIN		—	—
STORM SEWER		—	—
DRAIN TILE		—	—
WATER MAIN		—	—
UTILITY CROSSING		—	—
LIGHTING		—	—
ELECTRICAL CABLE		—	—
OVERHEAD WIRES		—	—
CAUTION EXISTING UTILITIES NEARBY		—	—
ELECTRICAL TRANSFORMER OR PEDESTAL		⊕	⊕
POWER POLE		⊕	⊕
POWER POLE WITH LIGHT		⊕	⊕
STREET SIGN		⊕	⊕
GAS MAIN		—	—
TELEPHONE LINE		—	—
CONTOUR		—	—
SPOT ELEVATION		—	—
WETLANDS		—	—
FLOODWAY		—	—
FLOODPLAIN		—	—
HIGH WATER LEVEL (HWL)		—	—
NORMAL WATER LEVEL (NWL)		—	—
DIRECTION OF SURFACE FLOW		→	→
DITCH OR SWALE		→	→
DIVERSION SWALE		→	→
OVERFLOW RELIEF ROUTING		→	→
TREE WITH TRUNK SIZE		⊕	⊕
SOIL BORING		⊕	⊕
TOPSOIL PROBE		⊕	⊕
FENCE LINE, TEMPORARY SILT		—	—
FENCE LINE, WIRE		—	—
FENCE LINE, CHAIN LINK OR IRON		—	—
FENCE LINE, WOOD OR PLASTIC		—	—
CONCRETE SIDEWALK		—	—
CURB AND GUTTER		—	—
DEPRESSED CURB		—	—
REVERSE PITCH CURB & GUTTER		—	—
EASEMENT LINE		—	—

ABBREVIATIONS			
BL	BASE LINE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURBS
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	△	INTERSECTION ANGLE

CONTACTS:	
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CONTRACTOR: MARK A. PERRY CONSTRUCTION MANAGEMENT ASSOCIATES, INC. 4015 80TH STREET KENOSHA, WI 53142 (262) 942-3500	SURVEYOR: JOHN P. KONOPACKI, P.L.S. PINNACLE ENGINEERING GROUP 15850 BLUEMOUND ROAD, SUITE 310 BROOKFIELD, WI 53005 (262) 754-8888
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INDEX OF SHEETS	
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C-2	EXISTING CONDITIONS PLAN
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C-5	UTILITY PLAN
C-6	PUBLIC WM EXTENSION
C-7	SITE STABILIZATION PLAN
C-8 - C-11	CONSTRUCTION DETAILS



BENCHMARKS

REFERENCE BENCHMARK:
BENCHMARK 1= CONCRETE MONUMENT WITH BRASS CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 18 TOWN 1 NORTH, RANGE 23 EAST. ELEVATION = 623.90

VERTICAL DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1928 (NGVD29).

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1927).

EXPIRATION DATE: JULY 31, 2018

PINNACLE ENGINEERING GROUP, LLC - ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

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PINNACLE ENGINEERING GROUP
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15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888

CHICAGO | MILWAUKEE | NATIONAL OFFICE

EVA MANOR MULTIFAMILY
VILLAGE OF PLEASANT PRAIRIE, WI

COVER SHEET

REVISIONS

NO.	DESCRIPTION	DATE
1	CONCEPT SUBMITTAL	02/14/18
2	VILLAGE DEVELOPMENT PLANS	03/27/18
3	DSIS SUBMITTAL	05/22/18
4	ADDRESS VILLAGE COMMENTS	05/30/18

PROJ. NO. 1106.00-WI
SHEET NO. 1106.00-WI-001
SCALE: N.T.S.
DATE: 10-04-17

SHEET C-1 of C-11

COVER SHEET

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FOR REVIEW ONLY

COVER SHEET

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DESIGNED: DOC
REVIEWED: MAC
DATE: 10/04/17

EXISTING CONDITIONS SURVEY:
EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH PEG HAS NO REASON TO BELIEVE THE SURVEY IS INACCURATE, PEG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED HEREIN IS ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

LEGEND

- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN- ROUND CASTING
- STORM SEWER CATCH BASIN- RECTANGULAR CASTING
- PROPOSED CONCRETE FLARED END SECTION
- PROPOSED CONTOUR
- + 750.00 SPOT ELEVATION
- DIRECTION OF SURFACE FLOW
- DITCH OR SWALE
- DIVERSION SWALE
- OVERFLOW RELIEF ROUTING
- CONCRETE SIDEWALK
- CURB AND GUTTER
- DEPRESSED CURB
- REVERSE PITCH CURB & GUTTER
- EX EXISTING
- EP EDGE OF PAVEMENT
- FF FINISHED FLOOR
- TC TOP OF CURB
- YG YARD GRADE
- SW SIDEWALK
- EC EDGE OF CONCRETE

NOTES

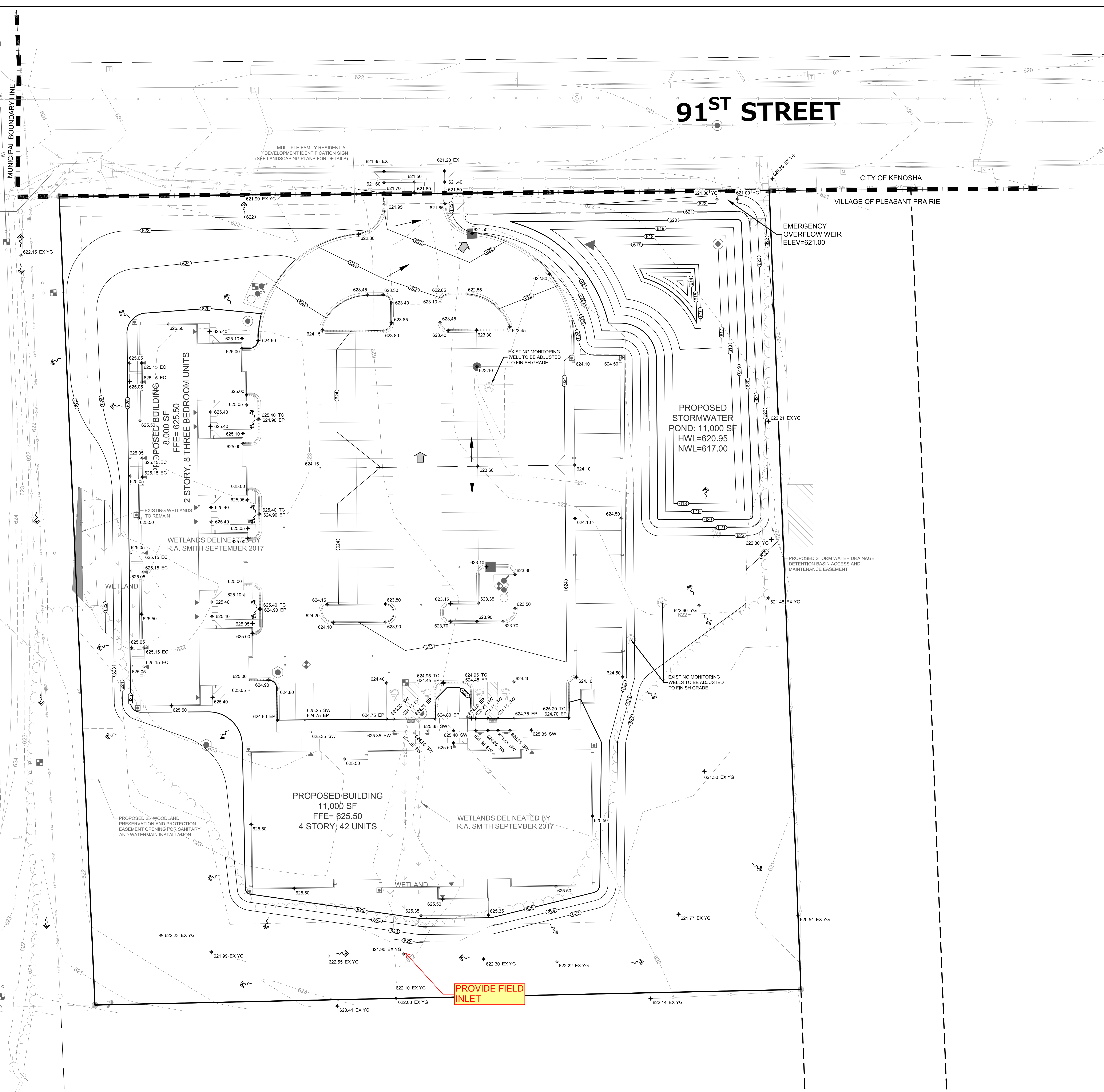
1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. SPOT ELEVATIONS REPRESENT THE GRADE ALONG THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
4. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.

CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE. THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.

THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
5. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
6. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PRODUCTION COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
7. IN THE EVENT THAT ANY MOISTURE DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
8. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CIRCUMSTANCES SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL OR THE MAXIMUM COMPACTION LIFT DEPTH.
9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
10. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
11. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
12. CONTRACTOR SHALL CONTACT "DIGGERS HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
13. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
15. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
16. CONTRACTOR SHALL COMPLY WITH ALL KENOSHA COUNTY CONSTRUCTION STANDARDS/ORDINANCES.
17. LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.
18. TOPSOIL BEDDING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3% (+) OPTIMUM MOISTURE CONTENT.
19. SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PINNACLE ENGINEERING GROUP IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.

91ST STREET

22ND AVENUE



GRAPHICAL SCALE (FEET)
0 1" = 20' 40'

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GRADING PLAN

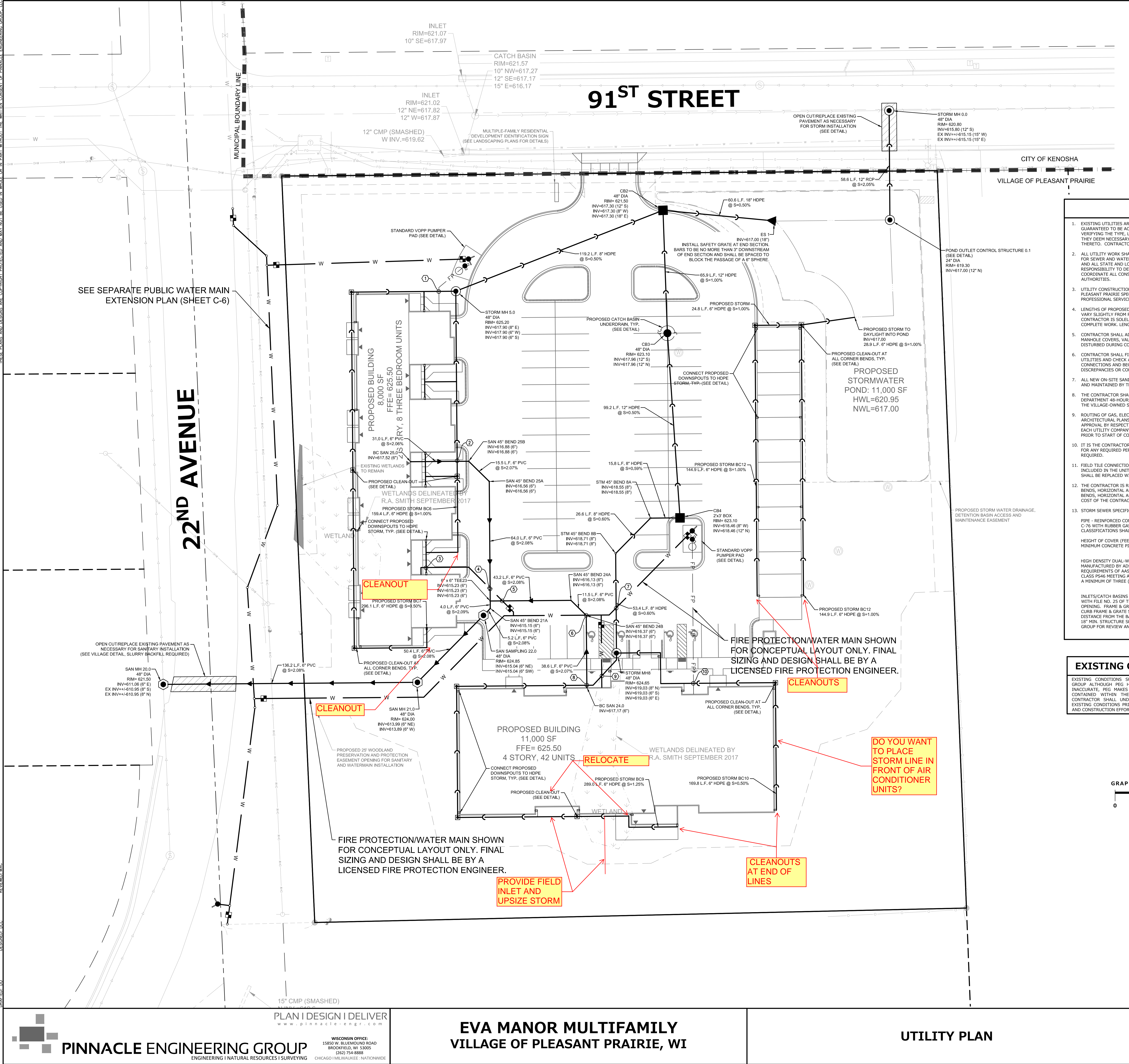
REVISIONS

NO.	DESCRIPTION	DATE
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4	ADDRESS VILLAGE COMMENTS	05/30/18

PROJ. NO. 1106.00-WI
SHEET C-4 OF C-11
SCALE 1" = 20'

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LEGEND

	SANITARY SEWER MANHOLE		FIRE PROTECTION
	STORM SEWER MANHOLE		UTILITY CROSSING
	STORM SEWER CATCH BASIN (ROUND CASTING)		ELECTRICAL CABLE
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		GAS MAIN
	PRECAST CONCRETE FLARED END SECTION		TELEPHONE LINE
	CLEANOUT		OVERHEAD WIRES
	VALVE BOX		LIGHTING
	FIRE HYDRANT		ELECTRICAL TRANSFORMER OR PEDESTAL
	SANITARY SEWER		POWER POLE WITH LIGHTS
	FORCE MAIN		STREET SIGN
	STORM SEWER		UTILITY TO BE REMOVED
	DRAIN TILE		
	WATER MAIN		

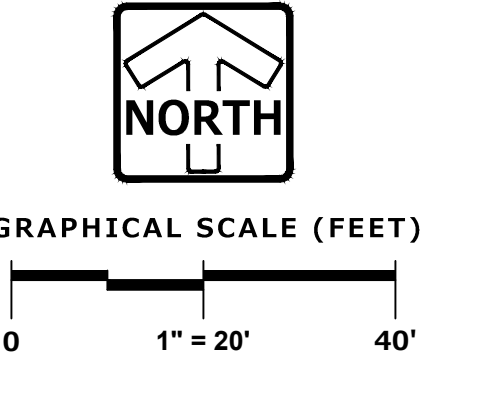
- NOTES**
- EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THEREOF. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
 - ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS OR CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
 - UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRIE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES COMM 82.
 - LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR CORRECTING MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
 - CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
 - CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL UTILITY CROSSINGS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
 - ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
 - THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRIE PUBLIC WORKS DEPARTMENT 48 HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE INSPECTIONS.
 - ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES ARE SHOWN ON THE ARCHITECTURAL PLANS AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPER AUTHORITIES FOR ANY REQUIRED PERMITS, AUTHORIZATIONS, TRAFFIC CONTROL AND ANY PERMIT FEES REQUIRED.
 - FIELD TILE CONNECTION - ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE SIZE, TYPE AND NUMBER OF WATER MAIN BENDS, HORIZONTAL AND VERTICAL, REQUIRED TO COMPLETE CONSTRUCTION. COST FOR BENDS, HORIZONTAL AND VERTICAL, SHALL BE INCIDENTAL AND INCLUDED IN THE OVERALL COST OF THE CONTRACT.
 - STORM SEWER SPECIFICATIONS -
PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. STRENGTH CLASSIFICATION SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
HEIGHT OF COVER (FEET): 0-2 3-3 3-6 6-15 15-25 25+
MINIMUM CONCRETE PIPE CLASSIFICATION: IV III II III IV ENGINEER TO SPECIFY
HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE "S", OR POLYVINYL CHLORIDE (PVC) - CLASS 9546 MEETING AASHTO M276, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
 - INLETS/CATCH BASINS - INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" X 2'-6" MAXIMUM OPENING. FRAME & GRATE SHALL BE NENAH R-3067, OR EQUAL. THE SUMP DEPTH (VERTICAL DISTANCE FROM THE BASE OF THE STRUCTURE TO OUTFALL INVERT OF THE PIPE) SHALL BE 18" MIN. STRUCTURE SHOP DRAWINGS SHALL BE SUBMITTED TO PINNACLE ENGINEERING GROUP FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.
 - SEE UTILITY PLANS AND CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION.
- BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
- PIPE - WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS, VALVES AND VALVE BOXES - GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.2.7 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.
- HYDRANTS - HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE VILLAGE OF PLEASANT PRAIRIE AND IN ACCORDANCE WITH FILE NO. 38 OF THE "STANDARD SPECIFICATIONS". THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES.
- BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".
- BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
- SANITARY SEWER SPECIFICATIONS -
PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, 508-06, WITH INTEGRAL BELL-TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.
BEDDING AND COVER MATERIAL - BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATION" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A). BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO INSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OR BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE-SUPPORT."
- BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
- MANHOLES - MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE. STRUCTURE SHOP DRAWINGS SHALL BE SUBMITTED TO PINNACLE ENGINEERING GROUP FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.
- MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
- WATER MAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 3 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.1.7 OF "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION (UPDATED WITH ITS LATEST ADDENDUM (TYP.)).
- TRACER WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THESE CODE SECTIONS AS PER 182.07(5)(28) OF THE STATUTES. THE TRACER WIRE FOR THE SANITARY SEWER LATERAL SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 1/2" HDG PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.

EXISTING CONDITIONS SURVEY:
EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH REG HAS NO REASON TO BELIEVE THE SURVEY IS INACCURATE, REG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

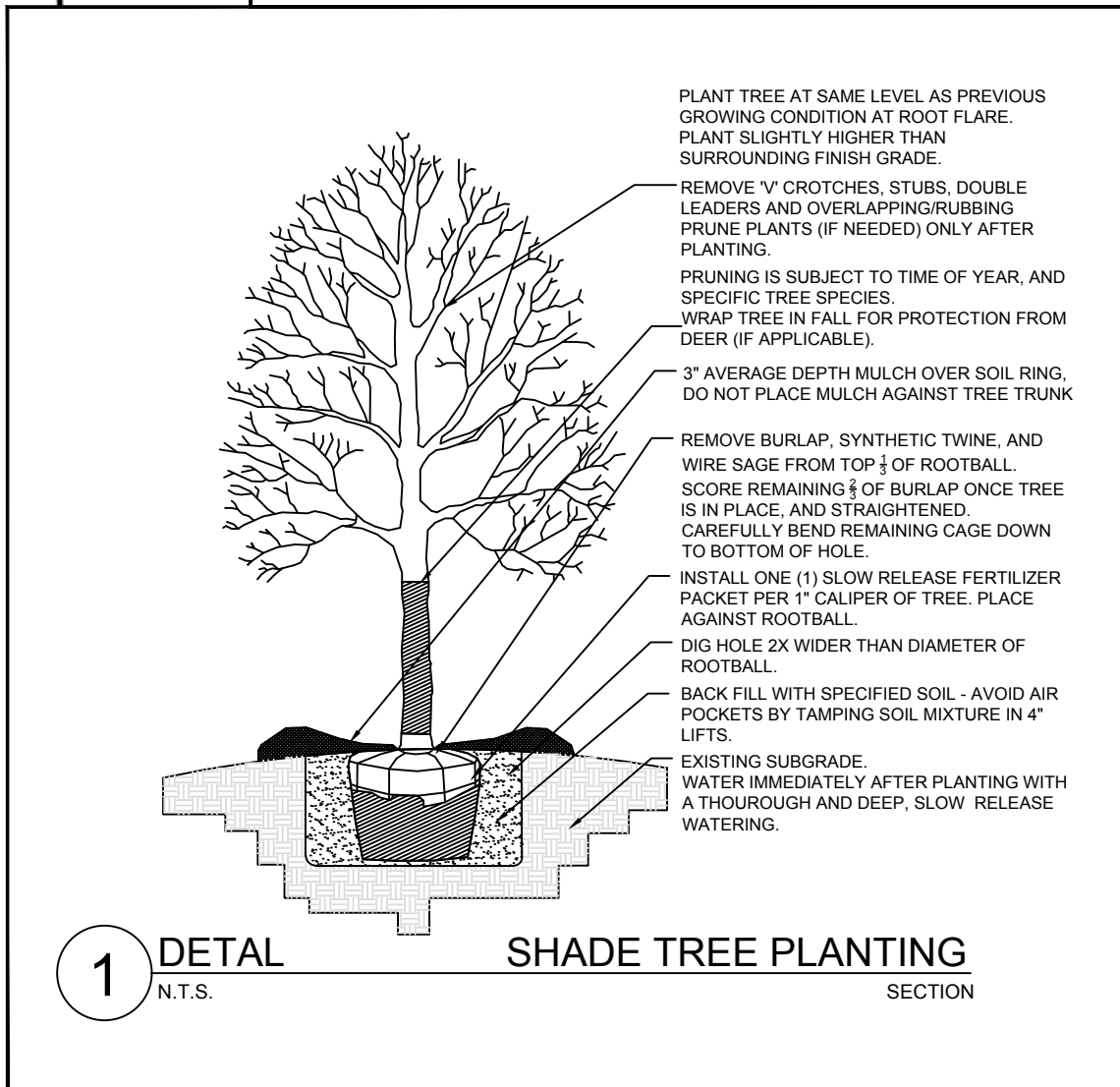
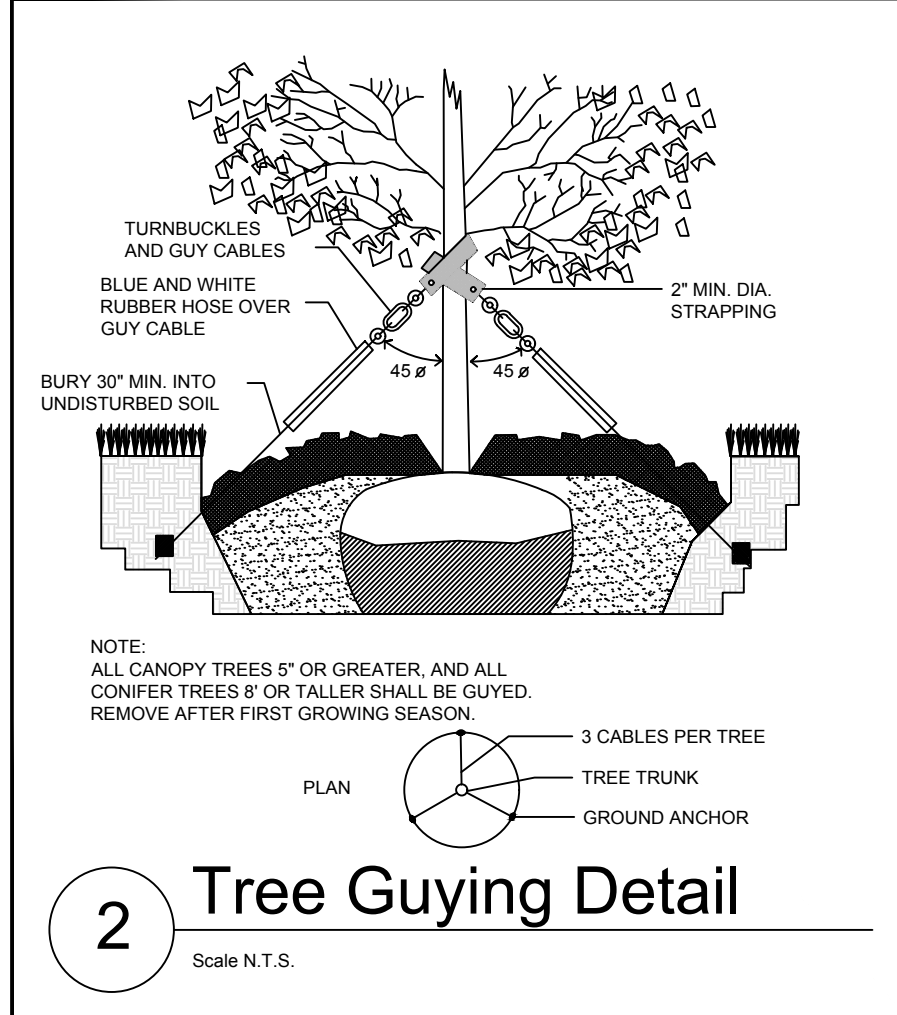
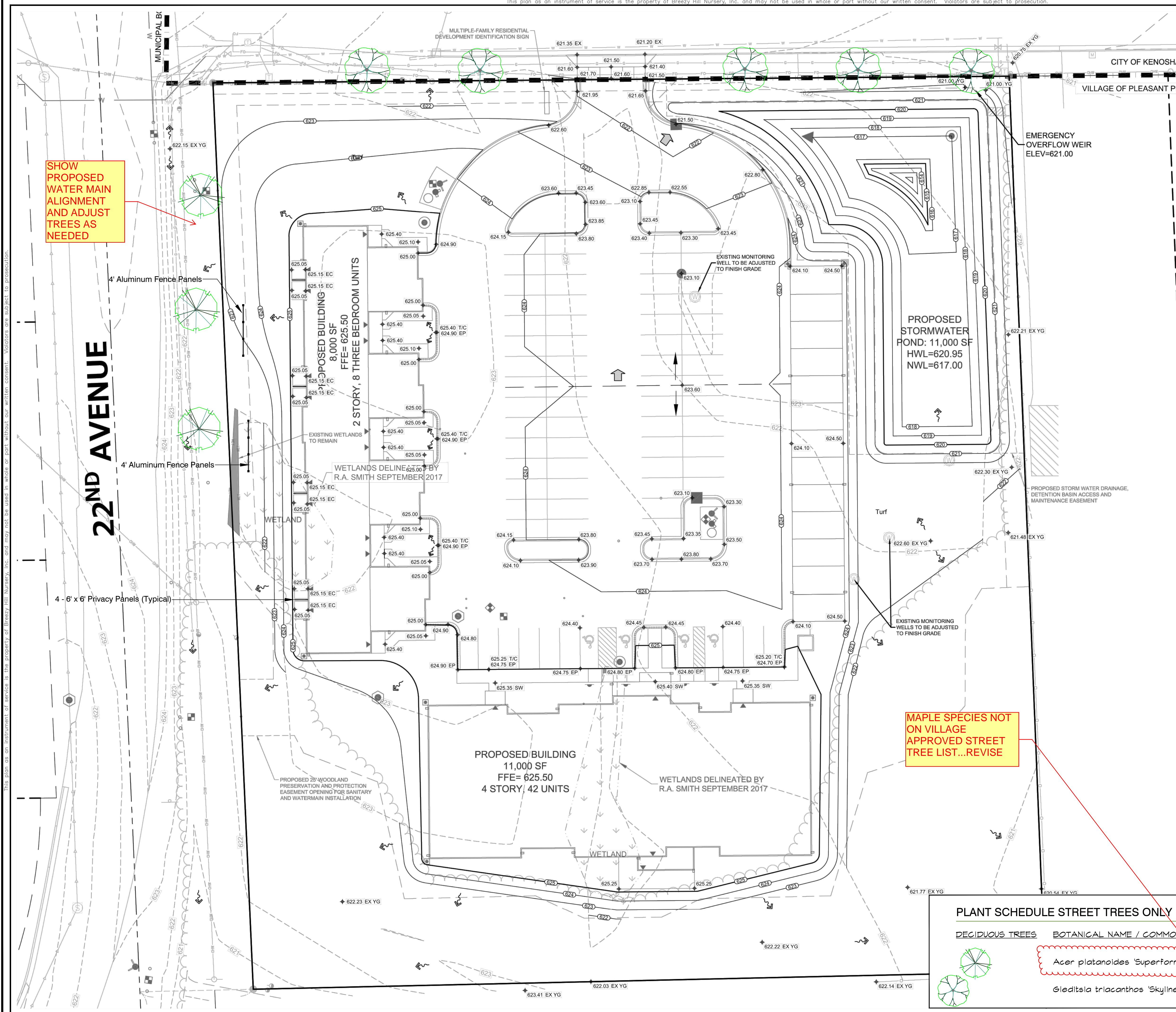
CROSSINGS

1	6" STORM OVER FIRE PROTECTION 6" B/PIPE=617.95 6" T/PIPE=616.45	9	6" STORM OVER WATERMAIN 6" B/PIPE=619.22 WM* T/PIPE=617.72
2	6" STORM OVER 6" B/PIPE=618.81 6" T/PIPE=617.51	10	6" STORM OVER FIRE PROTECTION 6" B/PIPE=619.32 6" T/PIPE=617.82
3	6" STORM OVER WATERMAIN 6" B/PIPE=619.58 WM* T/PIPE=618.08		
4	6" SANITARY OVER WATERMAIN WM* B/PIPE=618.15 6" T/PIPE=615.87		
5	WATERMAIN OVER 6" SANITARY WM* B/PIPE=617.95 6" T/PIPE=615.87		
6	WATERMAIN OVER WATERMAIN WM* B/PIPE=617.85 6" T/PIPE=616.87		
7	8" STORM OVER WATERMAIN 8" B/PIPE=618.89 WM* T/PIPE=617.39		
8	6" STORM OVER 6" SANITARY 6" B/PIPE=619.35 6" T/PIPE=617.65		

* FIRE PROTECTION PIPE SIZE HAS NOT YET BEEN DETERMINED BY A LICENSED FIRE PROTECTION ENGINEER.

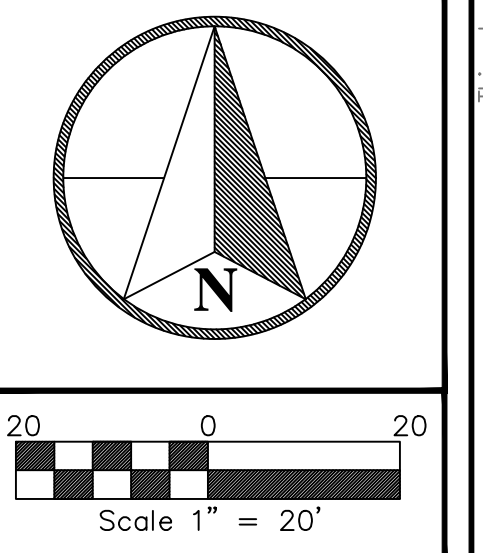


FOR REVIEW ONLY
UTILITY PLAN



PLANT SCHEDULE STREET TREES ONLY

DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	<i>Acer platanoides</i> 'Superform' / Superform Maple	B & B	2" Cal	3
	<i>Gleditsia triacanthos</i> 'Skyline' / Skyline Honey Locust	B & B	2" Cal	5



Designed By Bradd Epping
Drawn By Jim Anderson
Date March 22nd, 2018
Revised May 25th, 2018-JA
Project #003148

Sheet
L3



Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director
From: Sandro Perez, Building Inspection Superintendent
Subject: Eva Manor
Date: April 11, 2018

1. Building Inspection Department information:
Hours: Mon-Fri, 8am-5pm.
Phone# 262-694-9304
Email: buildinginspection@plprairiewi.com
2. Permit applications can be found online at pleasantprairieonline.com
3. Inspections are performed Mon- Fri 9am-4pm except electrical inspections; those are only Tue & Thu mornings. 48hr notice is required to schedule an inspection. Please note you must call and speak with a Building Inspection Department representative a voicemail or email will not constitute an inspection please plan accordingly. Final occupancy inspections require coordination with multiple departments and staff members there for a minimum of 72 hour notice is required. Any re-inspection fees due must be paid prior to scheduling a re-inspection.
4. All contractors requiring permits shall not commence work until permit issuance.
5. We are currently inspecting to the 2009 IBC, IEBC, IMC, IECC, IFGC, 2003 ANSI A117.1, 2011 NEC and WI. Plumbing code SPS 381-386. As of May 01, 2018 we will be inspecting to the 2015 IBC, IEBC, IMC, IECC and 2010 ANSI A117.1.
6. Please submit all applicable plans (Building, HVAC, Fire Suppression, Fire Detection, Conveyance, Plumbing, etc.) to the state for review (DSPPS). Please be aware state plumbing plan review has a long lead time, plan accordingly.
7. Building Inspection Department will not issue permits until we receive the applicable state approval letter and plans.
8. All state approved drawing must be available at job site for inspector review during inspections.
9. Please submit emergency egress lighting plan and energy compliance worksheets form SBD 10512 to Building Inspection Department prior to issuance of building permit.

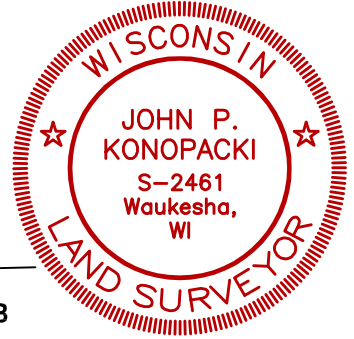
10. Fire alarm systems require two permits from both the Fire Department and Building Inspection Department.
11. Any building fire protection loop and combination water main will require approval by the Fire Department prior to issuance of exterior plumbing permit.
12. Fire alarm systems and fire protection loops will require inspections by both the Fire Department and Building Inspection Department.
13. Any tradesmen requiring state license will be “carded” on the jobsite for compliance.
14. All equipment must be “LISTED” by a nationally recognized testing laboratory.
15. All equipment, materials, etc. must be rated for the environment in which they will be used.
16. Please contact me with any questions on permitting and/or plan submittal.
17. Provide adequate ADA accessible parking and locate per 2009 IBC.

CERTIFIED SURVEY MAP NO. _____

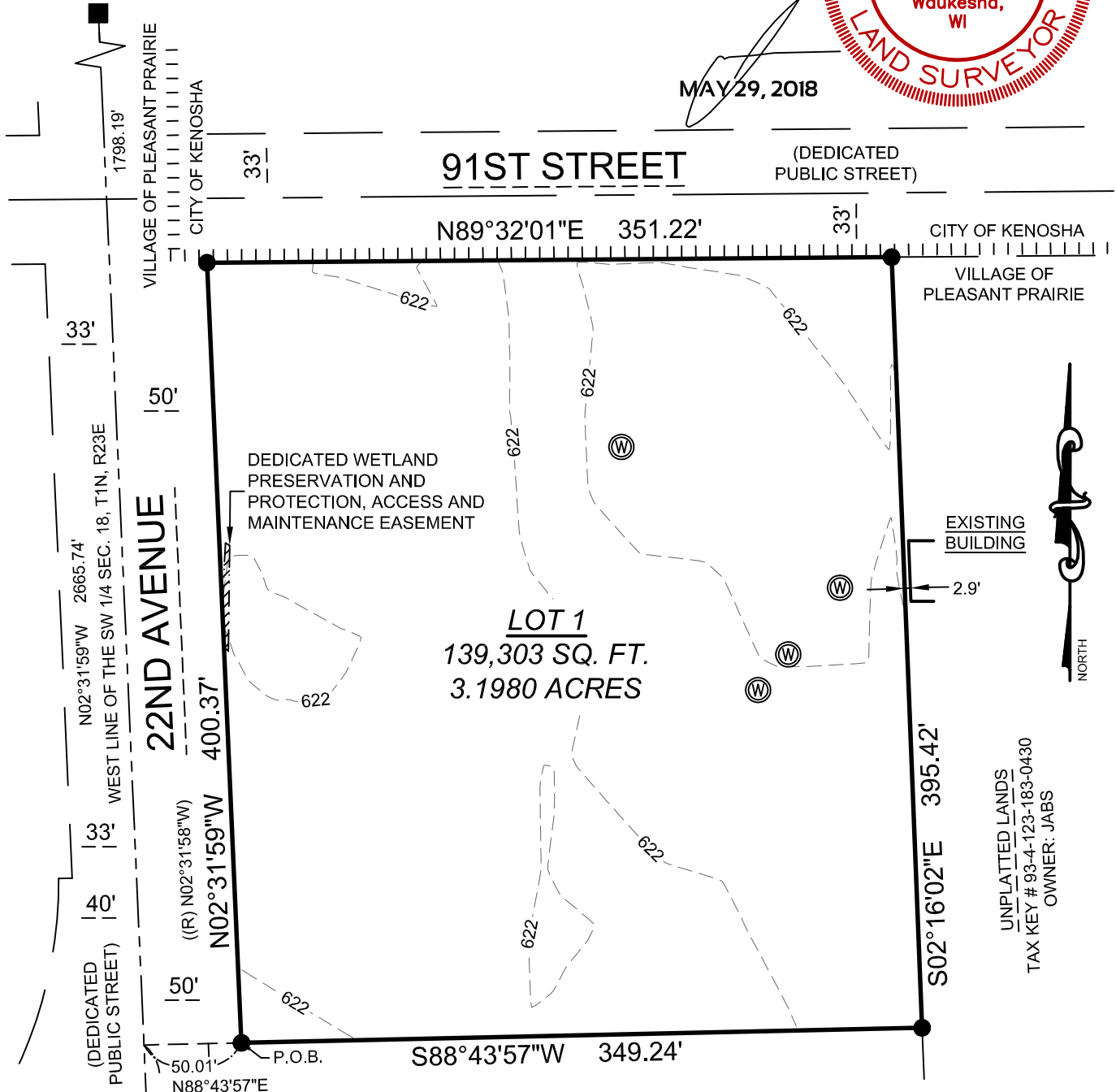
Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SEE SHEET 4 FOR VICINITY MAP
SEE SHEET 6 FOR ADDITIONAL NOTES

NW CORNER, SW 1/4 SEC. 18, T1N, R23E
(FOUND CONC. MON. W/ BRASS CAP)



MAY 29, 2018



LOT 1
139,303 SQ. FT.
3.1980 ACRES

DEDICATED WETLAND
PRESERVATION AND
PROTECTION, ACCESS AND
MAINTENANCE EASEMENT

EXISTING
BUILDING

UNPLATTED LANDS
TAX KEY # 93-4-123-183-0430
OWNER: JABS

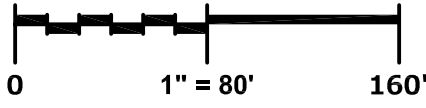
UNPLATTED LANDS
TAX KEY #
93-4-123-183-0410
OWNER: MULLINS

SW CORNER, SW 1/4
SEC. 18, T1N, R23E
(FOUND CONC. MON. W/ BRASS CAP)
N=203,190.76; E=2,583,653.02
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM, SOUTH ZONE)

Tax Key Number:
93-4-123-183-0480

Prepared for:
BFU II, LLC
c/o Daniel Szczap
4011 80th Street
Kenosha, WI 53142

GRAPHICAL SCALE (FEET)



- LEGEND:**
- - Denotes Found 1" Iron Rod
 - ⊙ - Denotes Monitoring Well
 - (R) - Denotes "Recorded As"

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

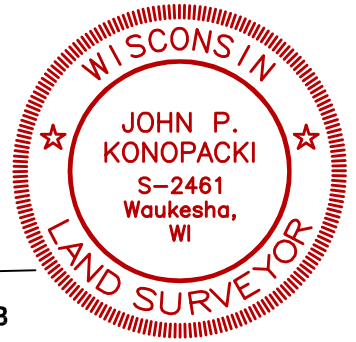
PEG JOB#1106.00
SHEET 1 OF 9

CERTIFIED SURVEY MAP NO. _____

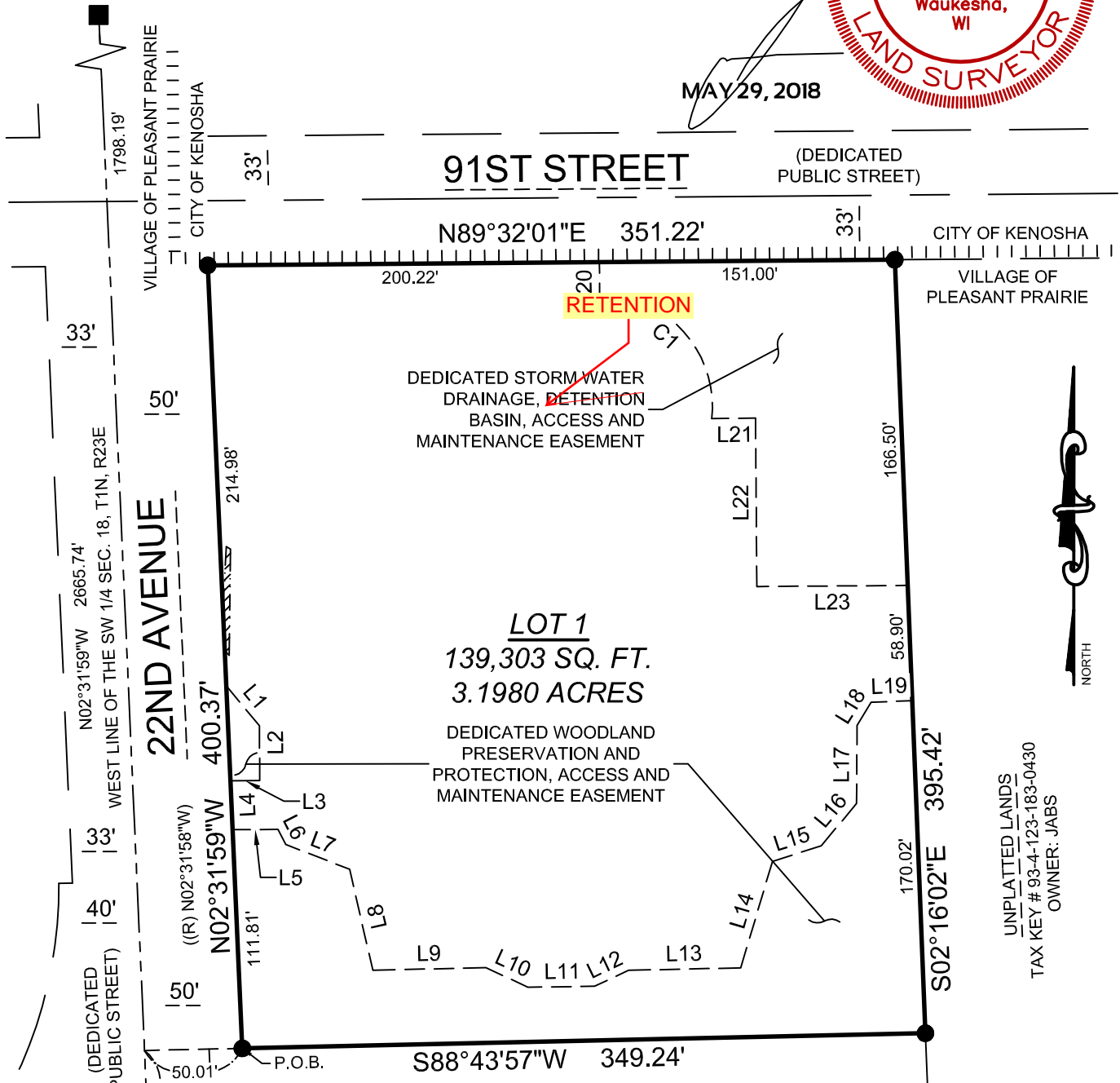
Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SEE SHEET 4 FOR EASEMENT LINE TABLE
SEE SHEET 6 FOR ADDITIONAL NOTES

NW CORNER, SW 1/4 SEC. 18, T1N, R23E
(FOUND CONC. MON. W/ BRASS CAP)



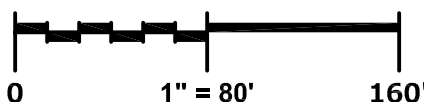
MAY 29, 2018



CURVE DATA	
CURVE NO.	C1
ARC	96.46'
RADIUS	57.49'
BEARING	S42°04'31"E
LENGTH	85.53'

UNPLATTED LANDS
TAX KEY #
93-4-123-183-0410
OWNER: MULLINS

GRAPHICAL SCALE (FEET)



LEGEND:

- - Denotes Found 1" Iron Rod
- (R) - Denotes "Recorded As"

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

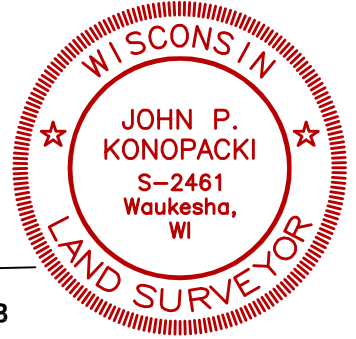
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SHEET 2 OF 9

CERTIFIED SURVEY MAP NO. _____

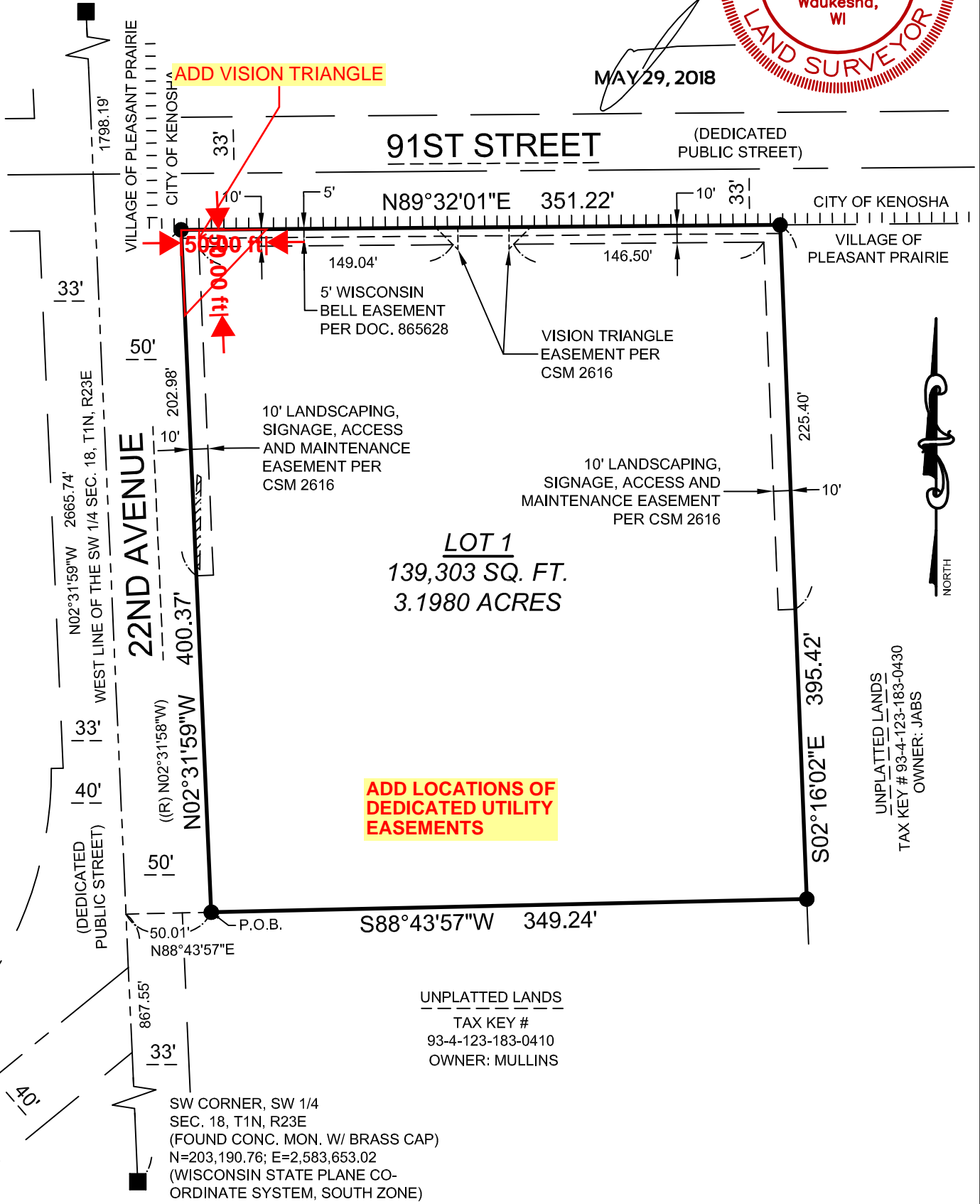
Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SEE SHEET 6 FOR ADDITIONAL NOTES AND VISION TRIANGLE DETAIL

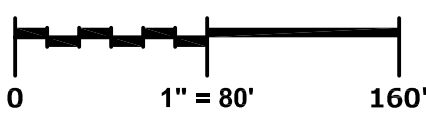
NW CORNER, SW 1/4 SEC. 18, T1N, R23E
(FOUND CONC. MON. W/ BRASS CAP)



MAY 29, 2018



GRAPHICAL SCALE (FEET)



LEGEND:
 ● - Denotes Found 1" Iron Rod
 (R) - Denotes "Recorded As"

Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

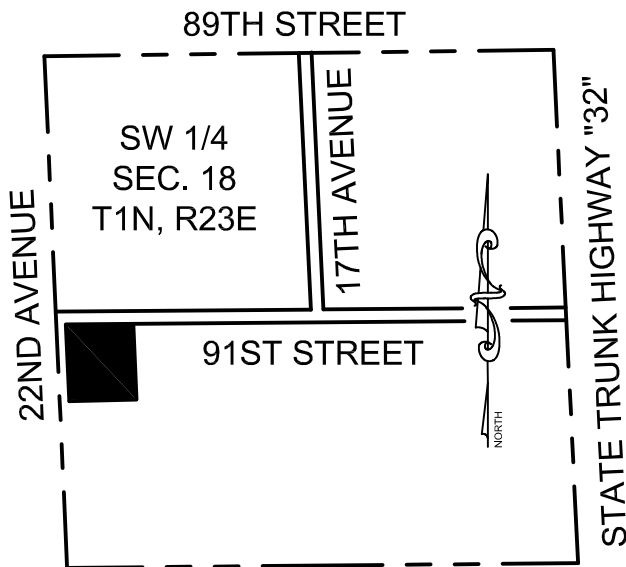
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1106.00
SHEET 3 OF 9

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

VICINITY MAP SCALE 1":1000'



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S39°43'40"E	26.45'
L2	S00°28'10"E	28.05'
L3	S89°32'00"W	14.99'
L4	S02°31'59"E	25.02'
L5	N89°32'00"E	23.12'
L6	S27°43'13"E	8.77'
L7	S68°44'26"E	34.99'
L8	S12°55'08"E	52.86'
L9	N88°43'57"E	57.81'
L10	S65°12'16"E	23.71'
L11	N89°14'55"E	34.13'
L12	N64°41'01"E	19.10'
L13	N88°43'57"E	57.36'
L14	N16°38'24"E	56.71'
L15	N72°07'14"E	26.18'
L16	N40°05'12"E	28.13'
L17	N00°16'04"E	39.97'
L18	N31°24'10"E	13.80'
L19	N87°43'58"E	21.06'
L20	S00°27'59"E	16.39'
L21	N89°32'00"E	22.35'
L22	S00°28'00"E	86.00'
L23	N89°35'30"E	77.09'

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed and mapped all of Lot 1 of Certified Survey Map No. 2616, as recorded in the Office of the Register of Deeds for Kenosha County as Document No. 1549407, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 18;
Thence North 02°31'59" West along the west line of said Southwest 1/4, 867.55 feet;
Thence North 88°43'57" E, 50.01 feet to the east right of way line of 22nd Avenue and the Point of Beginning;

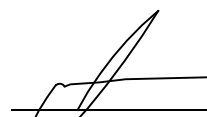
Thence North 02°31'59" West along said east right of way line, 400.37 feet to the south right of way line of 91st Street;
Thence North 89°32'01" East along said south right of way line, 351.22 feet to the east line of Lot 1 of Certified Survey Map No. 2616;
Thence South 02°16'02" East along said east line, 395.42 feet to the south line of said Lot 1;
Thence South 88°43'57" West along said south line, 349.24 feet to the Point of Beginning.

Containing 139,303 square feet (3.1980 acres) of land more or less.

That I have made such survey, land division and map by the direction of BFU II, LLC, owner of said land.

That such plat 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 s.236.34 of the Wisconsin State Statute and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



John P. Konopacki
Professional Land Surveyor S-2461

Date: MAY 29, 2018



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1106.00
SHEET 4 OF 9

CERTIFIED SURVEY MAP NO. _____

Being Lot I of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

OWNER'S CERTIFICATE

BFU II, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed and mapped as represented on this certified survey map.

BFU II, LLC as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Pleasant Prairie

IN WITNESS WHEREOF, the said BFU II, LLC has caused these presents to be signed by _____, (name - print) _____, (title) _____, at _____, _____ County, Wisconsin, on this _____ day of _____, 2018.

In the presence of: BFU II, LLC

Name (signature)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2018, (name) _____, (title) _____, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such (title) _____ of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.


Notary Public

Name: _____

State of Wisconsin _____

My Commission Expires: _____




MAY 29, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD I SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

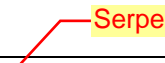
PEG JOB#1106.00
SHEET 5 OF 9

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2018.


Michael J. Serpe, Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2018.

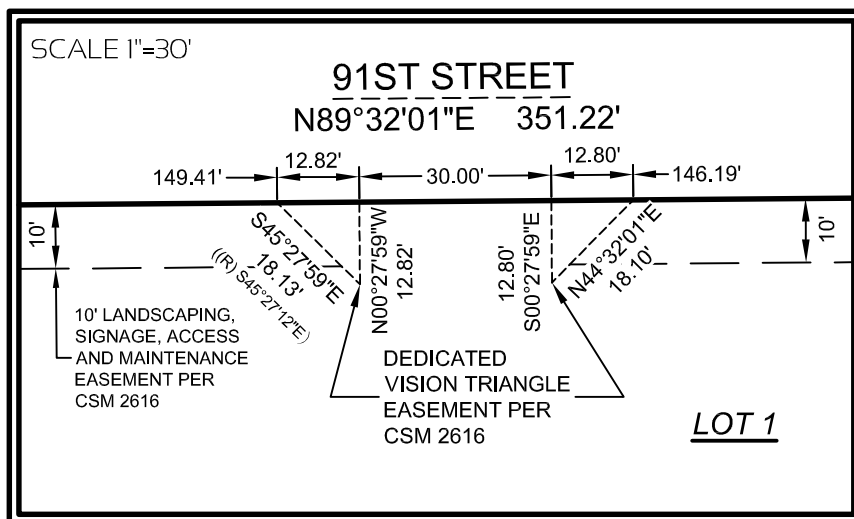
John P. Steinbrink, Village President

Jane C. Snell, Village Clerk

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The west line of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East has a bearing of $N02^{\circ}31'59''W$.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 2' interval based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the northwest corner of the Southwest 1/4 Section 18, Town 1 North, Range 23 East, Elevation = 623.90.
- Wetlands delineated by R.A. Smith September 2017. Wetlands filled per State of Wisconsin Department of Natural Resources Wetland Fill Permit GP-SE-2017-30-03961.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55059C0212D dated JUNE 19, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Public Water and Private Sanitary Sewer Access and Maintenance Easement, Building Setbacks and 12' Utility Easement as shown on Certified Survey Map No. 2616 to be vacated via separate document. Ingress Egress Easement per Document No. 603683 and 10' Wisconsin Electric Power Company Easement per Document No. 427375 to be vacated via separate documents. Woodland Preservation and Protection Access and Maintenance Easement and Storm Water Drainage Detention Basin Access and Maintenance Easement as shown on Certified Survey Map No. 2616 to be released by separate documents and adjusted Woodland Preservation and Protection Access and Maintenance Easement and Storm Water Drainage Detention Basin Access and Maintenance Easement to be recorded and dedicated per this Certified Survey Map.

VISION TRIANGLE EASEMENT DETAIL



MAY 29, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1106.00
SHEET 6 OF 9

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

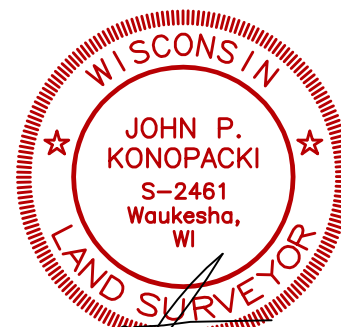
Dedication and Easement Provisions

1. The fee interest in the areas shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) on 22nd Avenue and 91st Street was dedicated, given, granted and conveyed by the previous Land Owner, to the Village of Pleasant Prairie, its successors and assigns (referred to as 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, if required by the Village or the City of Kenosha, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by Eva Manor, LLC (referred to as the "Developer") for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters; sidewalks, if required by the Village or the City of Kenosha; street signs, street lights, and street trees; sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements; mailboxes, utility and communications facilities; landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); (2) nonexclusive easements hereby reserved by the Developer for the Owner of the Lot 1 shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering, weeding, fertilizing and maintenance of grass within the grassy terrace area of the right-of-way, for the maintenance and replanting of street trees and the maintenance, repair and replacement of sidewalks, if required by the Village or the City of Kenosha, in the area between the roadway and the Lot 1; and (3) nonexclusive easements hereby reserved by the Developer and Lot Owner for the construction, installation, repair, replacement, maintenance and use of the main entrance private driveway in the area between the roadway and Lot 1 as are approved by the City and Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village or the City of Kenosha 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 or the City of Kenosha under its fee interest in the Dedicated Public Streets and the rights of the Developer or of the Owner of Lot 1 pursuant to the easements retained herein, the rights of the Village or City of Kenosha 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, if required by the Village or the City of Kenosha, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities in accordance with the terms and conditions of the Development Agreement on file with the Village Clerk.

2. Easements coextensive with the areas shown as either a **Dedicated 5' or ___' Utility Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer, (the "Utility and Communications Grantor") to We Energies f/k/a Wisconsin Electric Power Company, AT & T f/k/a Wisconsin Bell 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 Condominiums shown on this CSM 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 **Show locations on the CSM.** 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 Utility and Communications Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the ground 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, signage 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-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.



MAY 29, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1106.00
SHEET 7 OF 9

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

retention

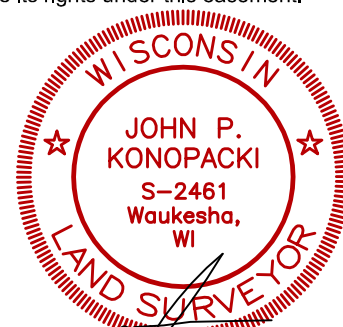
Dedication and Easement Provisions (continued)

Retention

3. A nonexclusive easement coextensive with the area shown as **Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easements** on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public drainageways, detention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The storm water easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner of Lot 1 as will not interfere with the storm water drainage improvements, uses and purposes; and (3) such other uses of the easement area as may be approved by the Village. 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 Lot Owner or other entities with respect to the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement areas, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. The Developer shall be responsible for all costs associated with the construction and maintenance of public and private storm water management and drainageway improvements contained within this nonexclusive easement.
4. A nonexclusive easement coextensive with the area shown as a **Dedicated 10' Landscaping, Signage, Access and Maintenance Easement on this CSM** is hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of planting and installation of trees, shrubs and other landscape materials, signage installation, maintenance, removal and replacement; installation and replacement of lighting; installation and replacement of water sprinkler systems and all related ingress and egress, grading, replacement and maintenance activities. This Dedicated 10' Landscaping, Signage, Access, and Maintenance Easement shall be exclusive except for the same easements hereby retained by the Developer for the purposes of satisfying the developer's obligation and warranty for signage installation, maintenance, removal and replacement; installation and replacement of lighting; installation and replacement of water sprinkler systems; planting and installation of trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities and the Lot Owner's obligations in the Restrictive Covenants as set forth below. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.
5. Nonexclusive easements coextensive with the areas shown as **Dedicated Woodland Preservation and Protection, Access and Maintenance Easement** areas on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for woodland conservancy protection, preservation and maintenance purposes, for the removal of dead or decayed material and for related ingress and egress. These woodland preservation and protection easement areas 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 Lot 1 Owner, as will not interfere with the improvements, uses and purposes of the easements as may be approved by the Village. In the event of any conflict between the rights of the Village pursuant to these easements and the rights of the Lot 1 Owner, with respect to the Dedicated Woodland Preservation and Protection, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.
6. Temporary easements coextensive with the areas shown as **Dedicated Public Streets** on this CSM are hereby dedicated, given, granted and conveyed by the Village to the Developer for roadway pavement and curb and gutter improvements, sidewalks, if required by the Village or the City of Kenosha, sanitary sewer, water, storm sewer and drainage system improvements, street lights, street trees and street signs, and uses and purposes, landscaping maintenance; 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 and/or the City of Kenosha. The easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care, street tree, and terrace area maintenance and related maintenance by the Lot Owner, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances. Work in the right-of-way permits shall be obtained by the Developer from the respective jurisdiction prior to the commencement of any work.
8. A permanent easement coextensive with area shown as Lot 1 for the **Digital Security Imaging System (DSIS) Access Easement** is hereby dedicated, given, granted and conveyed to the Village, its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement over and through the exterior of the improvements located on that portion of Lot 1 on this CSM for the installation, maintenance, and use of said Digital Security Imaging System (DSIS), for related electrical work and internet access, for camera location access and to a secured areas generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties. All utility lines shall be located underground. The Owner shall be responsible for the installation, maintenance, camera and wiring updates and use of said DSIS, along with its internet connection, updated passwords and related electrical work as described in the DSIS Security Agreement executed with the Village. The Owner shall also provide heat, electricity and internet services to the DSIS system, at the Owner's cost, so as to continuously maintain the operation of the DSIS as provided in the Agreement. Notwithstanding such access easement, the Village shall have no obligation to exercise its rights under this easement.

6. add paragraph for wetland preservation and protection easements

add paragraph for vision triangles



MAY 29, 2018

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 2616, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

Restrictive Covenants

1. Eva Manor, LLC (referred to as the "Developer" for the purposes of this CSM) hereby covenants that the Owner of Lot 1 on this CSM, shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Detention Basin, Maintenance and Access Easement** areas 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 or dredging to reestablish design capacity; removing of trash, debris, leaves and brushing, clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; watering, fertilizing, and weeding to prevent nuisance conditions. No driveways, fences, play equipment, landscaping, berms, or structures shall be installed within the storm water drainage easement areas which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. The Developer shall be relieved of these maintenance obligations pertaining to storm water drainage maintenance activities upon the transfer of said responsibilities to the Lot 1 Owner 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 Lot 1, in their capacity as Owner of Lot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage or detention basin maintenance activities, the Owner of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 Dedication and Easement Provisions on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

2. The Developer hereby covenants that the Owner of Lot 1 shall have the obligation for maintaining the **Dedicated 10' Landscaping, Signage, Access and Maintenance Easement** area on shown on this CSM. Such maintenance shall include without limitation and as needed: installing and maintaining signage and related lighting, staking, mulching, weeding, fertilizing, pruning, watering, replanting trees, bushes and plants, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, mail boxes, parking areas, structures or fences shall be erected within the landscape easement area, which might damage the trees or the plantings 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 Lot 1 Owner, its successors, assigns and successors-in-title of the Lot, in their capacity as Owner and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the signage, lighting, and tree and planting maintenance activities upon the Village's inspection and acceptance of the landscaping materials and plantings, the expiration of the one-year Developer warranty and the transfer of said maintenance to the Lot 1 Owner who then shall perform such maintenance, without compensation to the satisfaction of the Village.

To the extent that the costs which may be incurred by the Village or successors in the Dedication and

Add the following paragraph for wetland preservation and protection easements:

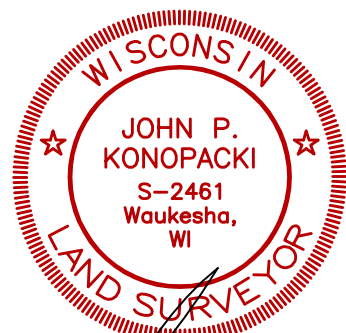
3. The Developer hereby covenants that the Owner of Lot 1 shall have the obligation of maintaining the **Wetland Preservation and Protection, Access and Maintenance Easement** area shown on this CSM. Such maintenance shall include wetland protection and preservation in that no filling, dredging, tree cutting, mowing, plant removal or other activity or condition detrimental to its function as a wetland area shall occur or exist within such area without written approval of the Owner, The Wisconsin Department of Natural Resources (WI DNR) and the Village. This covenant shall run with the land, shall be binding on the Owner, its successors, assigns and successors-in-title in their capacity as Owner(s) of Lot 1 that contain wetland protection and preservation areas and shall benefit and be enforceable by the Village and/or the WI DNR. The Owner shall be relieved of any protection or maintenance obligations they may have as Owners of such Lot 1 or portions thereof under this covenant, only to the extent that wetland protection and maintenance functions are modified or amended by the Village and the WI DNR. To the extent that the Village performs any such wetland maintenance activities, the Lot 1 Owner, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 Dedication and Easement Provisions on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these provisions.

To the extent that the costs which may be incurred by the Village or successors in the Dedication and Easement Provisions:

4. The Developer hereby covenants that the Owner of Lot 1 shall have the obligation of maintaining the **Protection, Access and Maintenance Easement** area shown on this CSM. Such maintenance shall include protection of dead, dying or decaying trees and shrubs, and removal of dead, dying or decaying trees and shrubs to prevent a nuisance condition. No structures or fences shall be erected within the easement area, which might damage the trees or the plantings 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 Lot 1 Owner, its successors, assigns and successors-in-title of the Lot, in their capacity as Owner and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the woodland area maintenance activities upon the Village's inspection and acceptance of the development, the expiration of the one-year Developer warranty and the transfer of said responsibility to the Lot 1 Owner who then shall perform such maintenance as needed, without compensation, to the satisfaction of the Village.

To the extent that the Village performs any such woodland related maintenance or investigation into tree cutting, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

5. The Developer hereby covenants that the Lot 1 Owner shall have the obligation of operating and maintaining the **Digital Security Imaging System (DSIS)** on Lot 1 pursuant to the DSIS Agreement executed between the Village and the Developer, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owner and shall benefit and be enforceable by the Village.



MAY 29, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1106.00
SHEET 9 OF 9

VACATION OF EASEMENTS

This Vacation of Easements is made this ____ day of _____, 2018 for the benefit of Eva Manor, LLC, a Wisconsin limited liability company, referred to herein as the "Owner", and the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the "Village."

Return to:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

Tax Parcel Number:

93-4-123-183-0480

RECITALS

- A. The Owner owns certain real estate that is legally described as follows:

Lot 1 of Certified Survey Map #2616, as recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document #1549407, being part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin (the "Property").

- B. In Certified Survey Map #2616 recorded with the Kenosha County Register of Deeds Office on March 5, 2008, as Document No. 1549407 (the "Certified Survey Map") the Owner granted to the Village certain easements including, without limitation, the following:

1. A Dedicated 30' Public Water, Access and Maintenance Easement more fully described in Paragraph 8 of the "Certified Survey Map Dedication and Easement Provisions" of the Certified Survey Map (the "Public Water Easement");
2. A Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement more fully described in Paragraph 5 of the "Certified Survey Map Dedication and Easement Provisions" of the Certified Survey Map (the "Storm Water Drainage Easement");
3. A Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement more fully described in Paragraph 9 of the "Certified Survey Map Dedication and Easement Provisions" of the Certified Survey Map (the "Private Sanitary Sewer Easement"); and
4. A Dedicated Woodland Preservation and Protection, Access and Maintenance Easement more fully described in Paragraph 4 of the "Certified Survey Map Dedication and Easement Provisions" of the Certified Survey Map (the "Woodland Easement"); and
5. A Dedicated 10' Landscaping, Signage, Access and Maintenance Easement more fully

described in Paragraph 3 of the “Certified Survey Map Dedication and Easement Provisions” of the Certified Survey Map (the “Landscaping and Signage Easement”).

- C. The Owner has requested the Village release certain easements in connection with the development of the Property and the Village has agreed to release certain easements, as described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Village promises, covenants and agrees as follows:

1. The Village hereby releases and vacates the Public Water Easement, the Storm Water Drainage Easement, the Private Sanitary Sewer Easement, the Woodland Easement and the Landscaping and Signage Easement, effective immediately.

2. The release and vacation provided herein is only for the easements described in Paragraph 1 above and nothing contained herein shall be deemed a release of any other easements on the Property.

IN WITNESS WHEREOF, the Village has executed this Vacation of Easements as of this _____ day of _____, 2018.

Notarized Signatures Appear on the Next Page

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

Personally came before me this _____ day of _____, 2018, the above named persons, John P. Steinbrink, Village President and Jane C. Snell, Village Clerk, appeared before me and executed the foregoing instrument and acknowledge the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Timothy J. Geraghty
GODIN GERAGHTY PUNTILLO CAMILLI, S.C.
6301 Green Bay Road
Kenosha, WI 53142

Document Number

RESTRICTIVE COVENANT

After recording return to:

Bear Development, LLC
4011 80th Street
Kenosha, WI 53142

93-4-123-183-0480

Parcel Identification Number

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made as of the ____ day of _____, 2018, by Eva Manor, LLC, a Wisconsin limited liability company, (hereinafter the "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, legally described on the attached Exhibit A which is made a part hereof (the "Property");

WHEREAS, Developer desires to develop the Property as a multi-family residential development consisting of a 42-unit building intended to provide housing for persons 55 years of age and older (hereinafter the "42-Unit Building") and an 8-unit Workforce Housing building (hereinafter the "8-Unit Building), each as more particularly described and depicted on the attached Exhibit B.

WHEREAS, pursuant to the Development Agreement executed by and between the Developer and the Village of Pleasant Prairie, a Wisconsin municipal corporation (the "Village"), the Developer has agreed to provide a restrictive covenant in favor of the Village which shall restrict the use of the 42 Unit Building to provide housing of persons 55 years of age and older in a manner consistent with and in compliance with the Housing for Older Persons Act of 1995, as amended from time to time ("HOPA").

NOW THEREOFRE, for good and valuable consideration, Developer hereby covenants and declares that the Property shall be held, sold, conveyed, transferred and occupied only in accordance with the following:

1. **USE RESTRICTION.** The 42-Unit Building shall be used as the location for senior housing and facilities reasonably related thereto, and, unless otherwise approved by the Village, one hundred percent (100%) of the occupied housing units located within the 42-Unit Building shall be occupied by households which include a person who is at least 55 years of age or older in accordance with HOPA (hereinafter the "Restrictions"). Upon request, Developer shall provide Village with a complete list of the ages of residents of the Property to verify compliance with these Restrictions, provided, however, that the Village shall keep any such information confidential and shall not make it available to the general public. The 8-Unit Building shall not be subject to the foregoing Restrictions.
2. **TERM.** The Restrictions shall run with the Property and shall be binding upon all persons and parties from the date on which the Restrictions are recorded in the Register of Deeds Office for Kenosha County, State of Wisconsin, and for a period of

EXHIBIT A

Legal Description

Lot 1 of Certified Survey Map No. 2616 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on March 4, 2008 as Document No. 1549407, being all of Lots A and B of Certified Survey Map No. 160 as recorded in Volume 917 on page 993, Less and Excepting the North 33 feet of Lot A, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

EXHIBIT B

6/15/2018 FINAL DRAFT

DEVELOPMENT AGREEMENT AMENDMENT
BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND
EVA MANOR, LLC

THIS DEVELOPMENT AGREEMENT AMENDMENT (the "Agreement") is made between EVA MANOR, LLC, a Wisconsin limited liability company (the "Owner"), with businesses and registered office addresses at 4011 80th Street, Kenosha, WI 53142 and the VILLAGE OF PLEASANT PRAIRIE, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

RECITALS:

WHEREAS, the Village and BFU-II, LLC ("Prior Owner") entered into that certain Development Agreement, dated December 14, 2017 (the "Existing Agreement"), [a Memorandum of which was executed and recorded on _____ as Document No. _____ (the "Existing Memorandum")];

WHEREAS, the Existing Agreement was amended pursuant to an Amendment to Developers Agreement between the Village and Prior Owner, dated November 3, 2008 and recorded as Document No. 1574907 (the "First Amendment"), an Amendment #2 to the Development Agreement between the Village and Prior Owner, dated April 20, 2009, and recorded as Document No. 1590371 (the "Second Amendment"), and a Third Amendment to the Development Agreement, dated August, 2010 (the "Third Amendment");

WHEREAS, as of the date hereof, the Prior Owner has transferred to the Owner, title to the real estate located at the southeastern corner of 91st Street and 22nd Avenue (Springbrook Road) within the Village, the legal description which is incorporated herein by reference and more particularly described as Lot 1 on Certified Survey Map # _____ attached hereto as **Exhibit A** (the "CSM"), also referred to as the ("Property");

WHEREAS, in connection with the transfer of the Property, Prior Owner has assigned, and Owner has assumed all of Prior Owner's right, title and interest in and to the Existing Agreement, including but not limited to any rights in and to the Bond referenced therein;

WHEREAS, the Property contains approximately 3.1980-acres, is zoned R-11, Multiple-Family Residential Distinct with a Planned Unit Development Overlay District ("PUD"), with a very small area of wetlands on the site (as shown on the CSM) is zoned C-1,

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

Lowland Resource Conservancy District;

WHEREAS, notwithstanding anything contained in the Existing Agreement to the contrary, the Owner anticipates developing and constructing a 42-unit senior multiple-family apartment building, which is intended to provide housing for persons 55 years of age and older and an 8-unit townhome apartment building, which is intended for workforce housing, on the Property (the "Project");

WHEREAS, the Village Board of Trustees (the "Village Board") has considered and conditionally approved the Final Residential Development Plans (the "Residential Development Plans") and this Development Agreement Amendment for the Required Public and Private Improvements for the Project, to be known as the Eva Manor Development, on June __, 2018, which will serve as a redevelopment project for their Property;

WHEREAS, Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the Village may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of tax incremental financing;

WHEREAS, the Property is located within the Village's Tax Increment District #4, which was created under the Tax Increment Law and was determined to be blighted based on a blight determination study compiled under the direction of the Pleasant Prairie Community Development Authority and dated August 10, 2007;

WHEREAS, the Village Board adopted Resolution No. 07-62, on September 24, 2007, which approved the TID #4 Project Plan for the redevelopment of the Property, Resolution No. 07-63, which created the TID # 4 District and a 2007 TID #4 Development Agreement was prepared and executed between BFU-II, LLC and entered into the Existing Agreement in connection therewith;

WHEREAS, the Village Board adopted Resolution No. 17-02 on February 20, 2017, which amended the term of the Developer Revenue Bond referenced in the TID #4 Project Plan for TID # 4 by extending the termination date to 2034 for TID #4;

WHEREAS, the Existing Agreement, which is on file with the Village, sets forth the

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

Village's intention to reimburse the Developer for certain eligible costs incurred by the Developer in connection with demolition of the previously existing structure, remediation of contaminated soils and monitoring of the groundwater (which were completed by the Prior Owner over the 2007-2017 time period) that were needed for the redevelopment of the Property for the Eva Manor Development, as an incentive to the Owner to complete the work;

WHEREAS, the Village has determined that the redevelopment of the Property for the Project pursuant to the Existing Agreement (as amended by the terms hereof), the Residential Development Plans and the fulfillment of this Agreement are in the best interests of the Village and its residents; will create housing opportunities benefitting senior residents of the Village and the surrounding area; will create work force housing opportunities; will promote the orderly growth and development of the Property in accordance with the Village's adopted Comprehensive Plan and will be in accord with public purposes and conditions of the applicable state and local laws and requirements under which the TID #4 Project Plan has been approved;

WHEREAS, the Village is requiring that the Owner execute this Development Agreement to provide for certain duties and responsibilities of the Owner relating to the development of the Property for the Project including construction of the Eva Manor Development buildings and site and the required public water and public street tree improvements benefitting the Property;

WHEREAS, a copy of the approved Residential Development Plans for the two (2) Eva Manor apartment buildings to be located at -- 2147 91st Street (senior apartment building) and 2179 91st Street (workforce housing townhome apartment building) Pleasant Prairie, WI 53158 as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above. These Plans along with the Village approval letters outlining the comments and conditions of approval, pertaining to the Eva Manor Development public and private improvements to be completed adjacent to and on the Development, are a part of and are provided for in this Development Agreement; and

WHEREAS, in connection with the Project, the Village and Owner desire to amend the Existing Agreement on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, inconsideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Owner shall have the obligation and has agreed to construct and maintain various required private and public infrastructure improvements pursuant to the Village approved Final Development Engineering Plans for the Development sealed by the Engineer and dated May 30, 2018: "On-Site Civil Engineering Infrastructure Plans" as prepared by Pinnacle Engineering Group, 15850 Bluemound Road, Brookfield, WI 53005 (262) 754-8888. Also included with the Plans are the related applications/permits required for the Project. These Plans and related documents have been conditionally approved by the Village Plan Commission on May 14, 2018 and conditionally approved by the Village Board on June __, 2018. The conditionally approved Final Residential Development, which includes the Civil Engineering Plans, Landscaping Plans, Lighting Plans, Fire Protection Plans, Building Plans and Elevations and Digital Security Imaging Plans DSIS Plans and Specifications are on file with the Village and provided as **(EXHIBIT B)**;
2. The Owner shall have the obligation and has agreed to construct the required public improvements pursuant to the Village approved Plans which include: extension of public water main and related appurtenances south of 91st Street in 22nd Avenue and the installation, maintenance and replacement of public street trees within the 91st Street and 22nd Avenue rights-of-way. These public improvements are included as **EXHIBIT B** along with the approval letters, including the contractor's construction estimate and Village Public Works Department inspection and construction oversight cost estimate; contractor certificate of insurance; Village, Kenosha Water Utility, Wisconsin Department of Natural Resources (WI DNR) water extension approval letters; Village Erosion Control and Work in the Right-of-Way Permits; and WI DNR Notice of Intent (NOI) Permit;

3. The Owner shall have the obligation and has agreed to plant, stake, mulch, weed, irrigate, trim, mow, maintain and replant as necessary all of the required private landscaping, signage and fencing including planting, staking and placing of mulch on the site pursuant to the Village approved Residential Development Plans, Landscaping, Fencing and Signage Plans **(Exhibit C)**;
4. The Owner shall have the obligation and has agreed to execute a Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement pursuant to Village Security Ordinance regulations to assist in maintaining a safer environment for the occupants and for the protection of their personal property. The DSIS Agreement shall afford the opportunity for the public safety departments to visually examine the buildings, exterior parking area and entrance/exit to the Project and will provide emergency response personnel with a live visual assessment of an emergency situation in advance of arrival without placing an undue burden on the Village tax payers as well as aid law enforcement agencies in subsequent criminal investigations and prosecutions **(Exhibit D)**;
5. The Owner shall have the obligation and has agreed that both apartment buildings in the Project shall be constructed utilizing commercial sprinklers for the entire buildings, including the attics, regardless of building's size and irrespective of any State of Wisconsin requirements;
6. The Owner shall have the obligation and has agreed to record a Restrictive Covenant at the Kenosha County Register of Deeds Office, which obligates the Owner to maintain the 42-unit senior apartment building as an age restricted, 55 years of age and over, rental apartment building for 30 years **(Exhibit E)**;
7. The Owner shall have the obligation and has agreed to construct and maintain or cause to be maintained in compliance with Village ordinances and to the satisfaction of the Village, the apartment buildings, garages, parking lot and light poles, landscaping, lighting, mail boxes, drainage areas and storm water basin and signage improvements, security cameras and all other site improvements within the Project pursuant to the Village's conditionally approved Residential Development Plans.
8. The Owner shall have the obligation and has agreed to dedicate the Required Public

Street Trees after their staking, installation and inspection. The Lot 1 Owner shall have the ongoing obligation for the maintenance and replacement of the Public Street Trees. The Owner further understands that the Public Street Terrace areas are also dedicated to the Village, and it is the ongoing obligation of the Owner of the Property for the placement of topsoil, seeding or sodding and mowing of the 22nd Avenue and 91st Street Public Street terrace areas.

9. The Owner shall have the obligation and has agreed to dedicate the Required Public Water Main Improvements installed in 22nd Avenue, which includes public water main extension and related appurtenances after its installation, completion, inspection, sampling and testing and to the satisfaction of the Village.
10. The Owner shall have the obligation and has agreed to provide a Performance and Payment Bond equal to the contract amount plus a 15 percent contingency, or a total of \$_____ (_____dollars and ___/100) to be used by the Village as financial security for the Developer's public water main extension and related appurtenances and public street tree planting/staking and right-of-way restoration obligations set forth on the Village approved civil plans and referenced in this Agreement. The Performance and Payment (Surety) Bond, Engineer's Estimate of Probable Public Improvement Costs, Certificates of Insurance, and Permits and Approval Letters **(EXHIBIT F)** are on file with the Village Clerk. The amount of the Performance Bond shall be released to the extent that that construction of the Required Public Improvements under this Agreement are completed, paid for, lien waivers are presented, inspections are completed and contractor warranties have expired, all to the satisfaction of the Village. The Performance and Payment Bond shall be fully released by the Village upon the re-inspection of the work prior to the expiration of the one (1) year warranty, for and the Village's final acceptance of the public improvements.
11. The provisions of the Village's Chapter 395, Land Division and Development Control Ordinance; Chapter 405, Construction Specifications, 2018 Edition; Chapter 410, Security Ordinance; and Chapter 420, Zoning Ordinance are applicable to the subject matter of this Development Agreement whether or not such provisions are referred to expressly herein. In the event of inconsistency between the provisions of said

Ordinances and the provisions of this Development Agreement, the provision's that are most stringent against the Owner or most favorable to the Village shall control.

12. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors or successors and assigns of the Property as to this Agreement.
13. The Existing Agreement is hereby amended as follows:
 - A. Any reference to "Condominium," "condominium project," and "condominium plat" are hereby deleted in their entirety. Any reference to "Building(s)" shall be to the buildings described in the Residential Development Plans.
 - B. Any reference to "Development Project" shall be deleted and superseded by the Project as described in this Agreement and set forth in the Residential Development Plans.
 - C. Sections II(G)(J)(M) and (N) are hereby deleted in their entirety.
 - D. Sections IX(A) and (E) are hereby deleted in their entirety.
 - E. Village hereby represents that (i) the sanitary sewer connection fees described in Section IX(C) shall be in the amount of \$34,304; and (ii) the impact fees described in Section IX(D) shall be in the amount of \$47,956.
 - F. Notice to Developer in Section XIII(F) shall be sent to Eva Manor, LLC, 4011 80th Street, Kenosha, WI 53142, Attn: S.R. Mills, with a copy to Foley & Lardner LLP, 150 E. Gilman Street, Madison, WI 53703, Attn: Katie Rist.
14. Village hereby acknowledges and agrees that the Demolition Work (as defined in the Existing Agreement) and Environmental Remediation are complete pursuant to the Wisconsin Department of Natural Resources (WI DNR) and Owner has provided Village with evidence of eligible costs and expenses in connection therewith in the amount of \$_____. Accordingly, pursuant to Section III of the Existing Agreement, Village hereby agrees to issue to Owner the Bond, in the form attached hereto as Exhibit D, upon verification of the receipt the Site Closure Letter from the WI DNR.

15. Pursuant to Section X of the Existing Agreement, Village hereby acknowledges and consents to the transfer of the Property from Prior Owner to Owner and agrees that the restrictions on transfer set forth in Section X shall not apply to a collateral assignment of the Development Agreement to a mortgage lender (and Village agrees to consent to any such collateral assignment on terms reasonably acceptable to the Village) or a foreclosure of the Property by a mortgage lender.
16. As of the date hereof, Village and Owner hereby acknowledge and agree that notwithstanding anything contained in the Existing Agreement to the contrary, neither the Village nor the Owner (or Prior Owner) is in default of their respective obligations under the Development Agreement.
17. The Existing Agreement as amended by this Agreement shall be referred to herein as the "Development Agreement". To the extent of any inconsistency between the Existing Agreement and this Agreement, this Agreement shall control. Village and Owner hereby acknowledge and agree that the First Amendment, Second Amendment and Third Amendment are not applicable to the development of the Project on the Property.

[Signatures on Following Page]

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

IN WITNESS WHEREOF, the Owner and the Village have caused this
Development Agreement to be signed and dated as of this _____, 2018.

OWNER: EVA MANOR, LLC
By: EM Manager, LLC, Managing Member
By: Bear Development, LLC, Authorized Member

Stephen R. Mills, Authorized Member

State of Wisconsin)
) SS
Kenosha County)

The above named Stephen R. Mills came before me this _____ day of _____, 2018, to me known to be the person and Authorized Member of Bear Development, LLC, the Authorized Member of EM Manager, LLC, the Managing Member of the Owner, who executed the foregoing instrument and acknowledged that he executed the same as the authorized member of Eva Manor, LLC, by its authority.

Print Name: Jean M. Werbie-Harris
Notary Public: Kenosha County, WI
My Commission Expires: December 27, 2021

Additional signatures on next page.

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink
Village President

ATTEST:

By: _____
Jane C. Snell
Village Clerk

State of Wisconsin)
) SS
Kenosha County)

This Agreement was acknowledged before me this ____ day of _____, 2018
in Pleasant Prairie, WI by John P. Steinbrink, Village President, and Jane C. Snell, Village
Clerk, of the Village of Pleasant Prairie.

Print Name: Jean M. Werbie-Harris
Notary Public: Kenosha County, WI
My Commission Expires: December 12/27/2021

This Development Agreement drafted by:

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

2018-06-15-Development Agreement Eva Manor.doc

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

EXHIBIT A
CERTIFIED SURVEY MAP

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

EXHIBIT B

EVA MANOR DEVELOPMENT

**RESIDENTIAL DEVELOPMENT PLANS, INCLUDING CIVIL ENGINEERING PLANS,
BUILDING PLANS, LANDSCAPING PLANS, FIRE PROTECTION, LIGHTING PLANS,
SIGNAGE PLANS, AND DIGITAL SECURITY IMAGING SYSTEM PLANS**

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

EXHIBIT C

LANDSCAPE, FENCING AND SIGNAGE PLANS

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

EXHIBIT D

DSIS AGREEMENT

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

EXHIBIT E
RESTRICTIVE COVENANT

Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

EXHIBIT F

**PERFORMANCE AND PAYMENT BOND, ENGINEER'S ESTIMATE OF PROBABLE
COSTS, CERTIFICATES OF INSURANCE, PERMITS AND APPROVAL LETTERS FOR
PUBLIC IMPROVEMENTS**

EXHIBIT G

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF KENOSHA
VILLAGE OF PLEASANT PRAIRIE

MUNICIPAL REVENUE OBLIGATION (“MRO”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
1	_____, 2018 (the “Issuance Date”)	Principal Amount as defined herein

FOR VALUE RECEIVED, the Village of Pleasant Prairie, Kenosha County, Wisconsin (the “Village”), promises to pay to Eva Manor, LLC (the “Developer”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided.

This MRO has been issued to finance a project within the Village’s Tax Incremental District No. 4 (“TID No. 6”), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described. The initial principal amount (“Principal Amount”) of this MRO shall be \$_____. This MRO is issued pursuant to the terms and conditions of that certain Development Agreement, dated December 14, 2007, as amended by the Development Agreement Amendment, dated _____, 2018 (together the “Development Agreement”). This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from MRO Available Project Increment (as defined below) generated by TID No. 4 and appropriated by the Village Board to the payment of this MRO (the “Revenues”). This MRO shall bear interest from the Issuance Date at a rate of nine and three-quarters percent (9.75%) per annum compounded annually. This MRO shall be payable as hereinafter provided in payments equal to the amount of the MRO Available Project Increment in each year appropriated by the Village Board until this MRO is paid in full. Reference is hereby made to the Development Agreement for a more complete statement of the Revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Development Agreement is incorporated herein by this reference. “MRO Available Project Increment” shall mean as of December 31st of each year, all tax increment (as defined in 66.1105(2)(f)) collected and retained by the Village from property taxes levied on all real property and all personal property within TID No. 4, collected by the

Village during the preceding 12 month period, less the Village's reasonable administrative costs in connection with TID No. 4, for such 12 month period.

The Village shall, subject to annual appropriation of such payment by the Village Board, pay the MRO Available Project Increment to the Developer in one annual payment applied first to interest and then to principal, on or before September 15 of each year commencing in the year of the Issuance Date, and continuing to (and including) _____ (each, a "Payment Date"). To the extent that on any Payment Date the Village is unable to make all or part of a payment of principal or interest due on this MRO from such MRO Available Project Increment due to an absence of adequate MRO Available Project Increment or a failure of the Village Board to appropriate MRO Available Project Increment to payment of the MRO, such failure to make a payment on the MRO shall not constitute a default under this MRO. The amount of any such deficiency shall be deferred with interest. The deferred principal and interest shall be due on the next Payment Date on which the Village has MRO Available Project Increment. If this MRO has not been paid in full by the Final Payment Date (as hereinafter defined), then the Village shall have no obligation to make further payments on this MRO, provided, however that the Village agrees that it shall not close out TID No. 4 early unless the MRO is paid in full. The term of this MRO and the Village's obligation to make payments hereunder shall not extend beyond _____ ("Final Payment Date"). Upon the Final Payment Date, this MRO shall terminate and the Village's obligation to make any payments under this MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under this MRO, after such date. This MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the MRO Available Project Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. This MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. Village staff will include the MRO Available Project Increment for the MRO in the budget submitted to the Village Board for approval, until the earliest of the Final Payment Date, the termination of the Development Agreement or this MRO, or the payment in full of this MRO as provided herein. If MRO Available Project Increment is received by the Village earlier than the first Payment Date, such increment shall be retained by the Village and applied to the first payment subject to appropriation by the Village Board. At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE MRO AVAILABLE PROJECT INCREMENT OR OTHER REVENUES WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

THE VILLAGE'S PAYMENT OBLIGATIONS HEREUNDER ARE SUBJECT TO MRO AVAILABLE PROJECT INCREMENT BEING AVAILABLE AND APPROPRIATED BY THE VILLAGE BOARD TO MAKE PAYMENTS DUE ON THIS MRO.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE VILLAGE AND IS PAYABLE BY THE VILLAGE ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE VILLAGE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE VILLAGE ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE VILLAGE, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE VILLAGE'S OBLIGATIONS HEREUNDER.

This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Developer shall have the right to collaterally assign the MRO in connection with the financing of the Project (as defined in the Development Agreement) and the Village shall cooperate with Developer and Developer's lender to execute an acknowledgement of the same in form reasonably acceptable to the Village. Except for the foregoing, this MRO may be transferred or assigned, in whole or in part, only with the consent of the Village. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

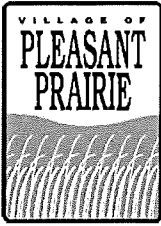
Development Agreement
Eva Manor Apartment/Work Force Housing Apartment Development
Eva Manor, LLC

IN WITNESS WHEREOF, the Village Board of the Village of Pleasant Prairie has caused this MRO to be signed on behalf of the Village by its duly qualified and acting President and Village Clerk, all as of the date of original issue specified above.

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink, Village President

Attest: _____
Jane C. Snell, Village Clerk



CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: Southeast Corner of 22nd Avenue & 91st Street

Legal Description: ~~Please see attached~~ Lot 1 of CSM 2616

Tax Parcel Number(s): 93-4-123-183-0480

Existing Zoning District(s): R-11 Multi-Family Residential District

Select all that apply:

- The property abuts or adjoins State Trunk Highway _____
- The property abuts or adjoins County Trunk Highway _____
- Municipal Sanitary Sewer is available to service said property
- Municipal Water is available to service said property

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: BFU II, LLC

Signature: *[Signature]*

Address: 4011 80th Street
Kenosha WI 53142
 (City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018

APPLICANT/AGENT:

Print Name: Bear Development, LLC

Signature: *[Signature]*

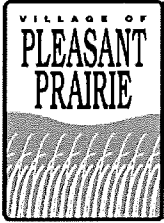
Address: 4011 80th Street
Kenosha WI 53142
 (City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018



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: Southeast Corner of 22nd Avenue & 91st Street

Legal Description: Please see attached Lot 1 of CSM 2616

Tax Parcel Number(s): 9-4-123-183-0480

Check all that apply

Land Use Plan Amendment:

To change the land use designation from Low-Medium Density Residential
to Park Recreation and Other Open Space Lands with a Wetland Designation as shown on

- Neighborhood Plan Amendment to _____ Neighborhood ^{the} acted
- Other Amendment to the Comprehensive Plan (specify) _____

Petitioner's interest in the requested amendment:

To identify 175 SF of delineated wetland which is to remain as wetland.

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: BFU II, LLC

Signature: _____

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018

APPLICANT/AGENT:

Print Name: Bear Development, LLC

Signature: _____

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018

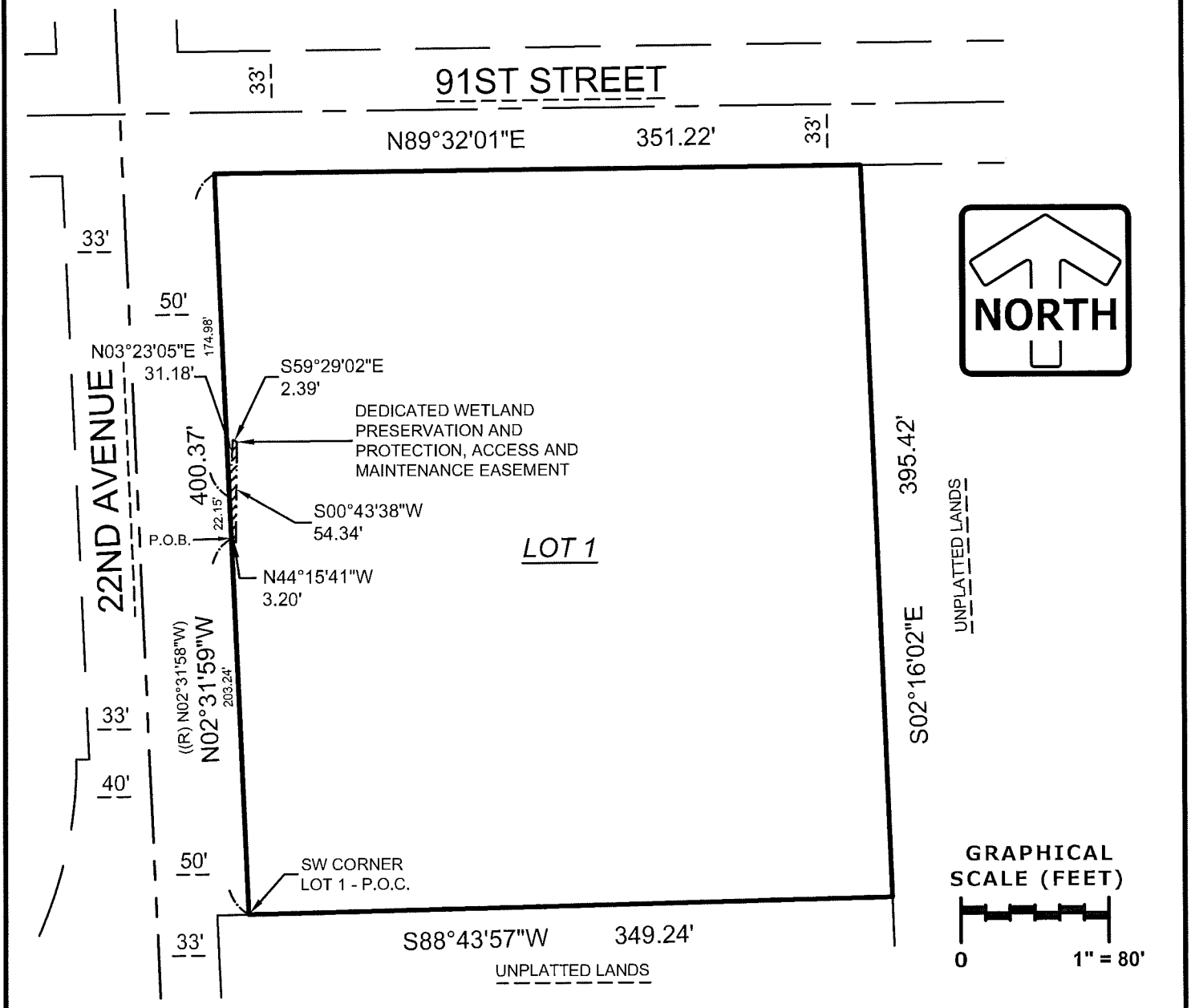
Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158 262-925-6717

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 2616, as recorded in the Office of the Register of Deeds for Kenosha County as Document No. 1549407, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02°31'59" West along the west line of said Lot 1, 203.24 feet to the Point of Beginning;

Thence continue North 02°31'59" West along said west line, 22.15 feet; thence North 03°23'05" East, 31.18 feet; thence South 59°29'02" East, 2.39 feet; thence South 00°43'38" West, 54.34 feet; thence North 44°15'41" West, 3.20 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

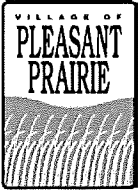
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

03/29/18

PLAN | DESIGN | DELIVER

PEG JOB#1106.00



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: Southeast Corner of 22nd Avenue & 91st Street

Legal Description: ~~Please see attached~~ Lot 1 of CSM 2616

Tax Parcel Number(s): 93-4-123-183-0480

Existing Zoning District(s): R-11

Proposed Zoning District(s): R-11 with PUD and C-1 Lowland Resource Conservancy District

Proposed Use: Mixed Residential: Senior & Family Apartment Homes (see attached)

Compatibility with Adjacent Land Uses:

Please see attached Petition.

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: BFU II, LLC

Signature: [Signature]

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018

APPLICANT/AGENT:

Print Name: Bear Development, LLC

Signature: [Signature]

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018



ZONING TEXT 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: Southeast Corner of 22nd Avenue & 91st Street

Legal Description: ~~Please see attached~~ Lot 1 of CSM 2616

Tax Parcel Number(s): 93-4-123-183-0480

Amend Section(s): 420-137 of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

To create a Planned Unit Development.
Please see attached Petition.

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

If another type of Zoning Text Amendment is being proposed, then include the proposed language of the Zoning Text Amendment being requested.

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: BFU II, LLC

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Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

Date: 3/27/2018

APPLICANT/AGENT:

Print Name: Bear Development, LLC

Signature:

Address: 4011 80th Street

Kenosha WI 53142
(City) (State) (Zip)

Phone: (262) 842-0556

Fax: (262) 842-0557

Email: dan@beardevelopment.com

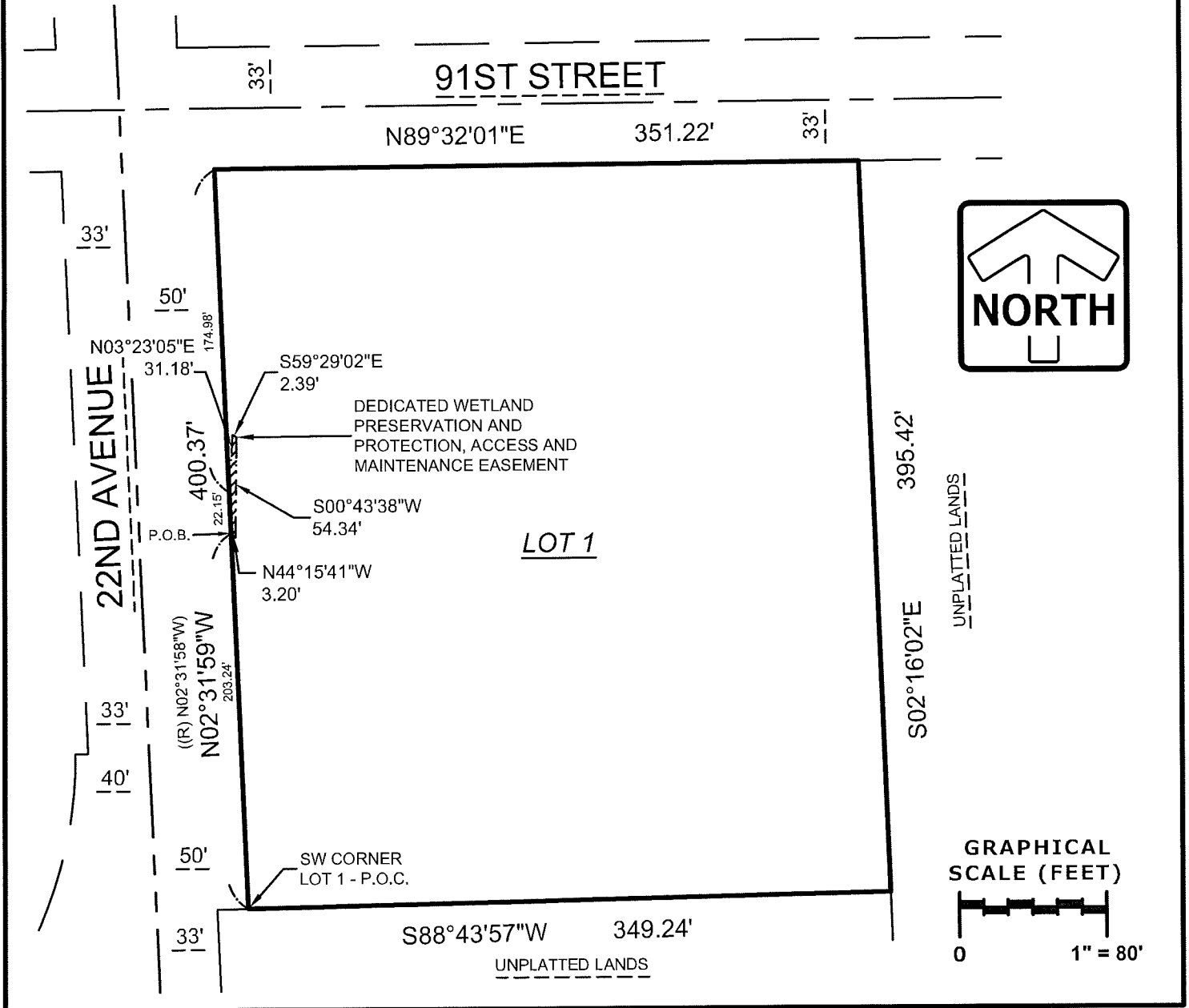
Date: 3/27/2018

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 2616, as recorded in the Office of the Register of Deeds for Kenosha County as Document No. 1549407, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02°31'59" West along the west line of said Lot 1, 203.24 feet to the Point of Beginning;

Thence continue North 02°31'59" West along said west line, 22.15 feet; thence North 03°23'05" East, 31.18 feet; thence South 59°29'02" East, 2.39 feet; thence South 00°43'38" West, 54.34 feet; thence North 44°15'41" West, 3.20 feet to the Point of Beginning.



**PETITION FOR ZONING AMENDMENT
R-11 MULTIPLE FAMILY RESIDENTIAL DISTRICT
PLANNED UNIT DEVELOPMENT**

Your Petitioners, BFU II, LLC, respectfully represent to the Plan Commission and Village Board of the Village of Pleasant Prairie, as follows:

1. That BFU II, LLC, is the owner of record of the real estate which is subject to this petition and which is more fully described as follows:

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 2616 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on March 4, 2008 as Document No. 1549407, being all of Lots A and B of Certified Survey Map No. 160 as recorded in Volume 917 on page 993, Less and Excepting the North 33 feet of Lot A, being a part of the Southwest ¼ of the Southwest ¼ of Section 18, Township1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

PARCEL NUMBERS: 93-4-123-183-0480

ACREAGE: 3.198

2. That the Petitioners are requesting a zoning amendment to the R-11 Multiple Family Residential District - Planned Unit Development District to allow the development of the site as a mixed residential development.
3. That the subject property consists of 3.198 acres and is located southeast of the intersection of 91st Street and 22nd Avenue in the Village of Pleasant Prairie.
4. That the subject property is presently classified as R-11 Multiple Family Residential District, with an Urban Landholding Overlay.
5. That the Petitioners are requesting a zoning amendment to the R-11 Multiple Family Residential District for a Planned Unit Development Overlay to allow the development the site as a mixed residential development including Senior Housing and Family Townhomes.
6. That the Petitioners are requesting a zoning amendment on approximately 175 square feet of wetland area to be designated as C-1 Lowland Resource Conservancy District.
7. That the Property was granted approval for a Neighborhood Plan Amendment for such development.
8. That the property was granted approval of a Concept Plan for the proposed development.

9. That the Petitioners request the PUD to allow flexibility in the development of the project known as Eva Manor.
10. That the Petitioner's acknowledge that the subject property shall be developed as a unified and coordinated Planned Unit Development in accordance with Village of Pleasant Prairie Municipal Code, Chapter 420.
11. That the Eva Manor development shall provide a community benefit reflected in;
 - a. Coordinated site planning that will complete the redevelopment of a formerly bighted property.
 - b. Competition of environmental remediation activities that will bring the site to WDNR closure.
 - c. Extension of public water main that will provide service not only to Eva Manor, but to other properties within the Village of Pleasant Prairie.
 - d. Woodland and open space preservation.
 - e. Affordable Senior and Workforce Housing.
 - f. Safe and Efficient Pedestrian and Vehicular Connections.
 - g. Consistent Architectural Style, Design and High-Quality Building Materials.
 - h. Attractive Landscaping Planning.
12. The Petitioner's represent that the Planned Unit Development will require modifications and flexibility in the underlying zoning district requirements. The Petitioner's seek the flexibility allowed by the PUD to create and establish a unified development.

Specifically, the Petitioner's request the following modification's in the R-11 Multiple Family District.

- a. To allow a Residential PUD on 3.198 acres.
- b. That the net density of the Eva Manor project be limited to 15.6 dwelling units per acre.
- c. That the Eva Manor development be permitted with two (2) separate principal structures including a multi-story residential building for and a multi-unit townhome building. To provide affordable housing that serves the greater need of the Village, the family and senior components of the development were separated into two (2) buildings.
- d. That the multi-story be constructed with a maximum of forty-two (42) dwelling units in a single building without attached garages. However, detached garages are provided for residents.
- e. That dwelling units in the Senior Housing Building be constructed with the following minimum floor areas:
 - i. 1 Bedroom Units: 675 SF
 - ii. 2 Bedroom Units: 980 SF
- f. That the Senior Building be constructed at a maximum height of fifty-three feet (53').

- g. That the street yard setback along 22nd Avenue (CTH ML) be reduced to 28 feet for the townhome building. The proposed setback provides sufficient separation between the buildings and roadway and will be supplemented by landscaped buffers.
- h. To reduce the minimum building setback from 91st Street from 65 feet to 50 feet
- i. That the wetland setback from the building to wetland edge be reduced from the required 25 feet to 15'. This wetland setback is located on the west side of the property along 22nd Avenue.

13. The Petitioner's represent that, upon favorable hearing that the Eva Manor project will;

- a. Be commenced and substantially completed within 12 months of Village approvals.
- b. That the proposed Planned Unit Development is consistent with Chapter 420-137 of the Village of Pleasant Prairie Code and will not be contrary to the general welfare and prosperity of the community.
- c. The site is adequately served by planned and existing storm water, sanitary sewer and public water facilities.
- d. That the site is accessible to public roads that are adequate to carry the expected traffic generated by Eva Manor.
- e. No undue constraint will be imposed on public services such as police and fire protection.
- f. That the entire parcel and proposed development is held under single ownership.
- g. That the development creates an attractive residential environment.
- h. That the population composition of the development will not have an adverse effect upon the Village's capacity to provide needed municipal services.
- i. That adequate guarantee for permanent preservation of open space areas is provided.

Wherefore, Petitioners request that the Village of Pleasant Prairie set a date for a Public Hearing to be held for the proposed request.



Property Owner's Signature

3-27-2018

Date

BFU II, LLC
4011 80th Street
Kenosha, WI 53142



Applicant's Signature

March 27, 2018

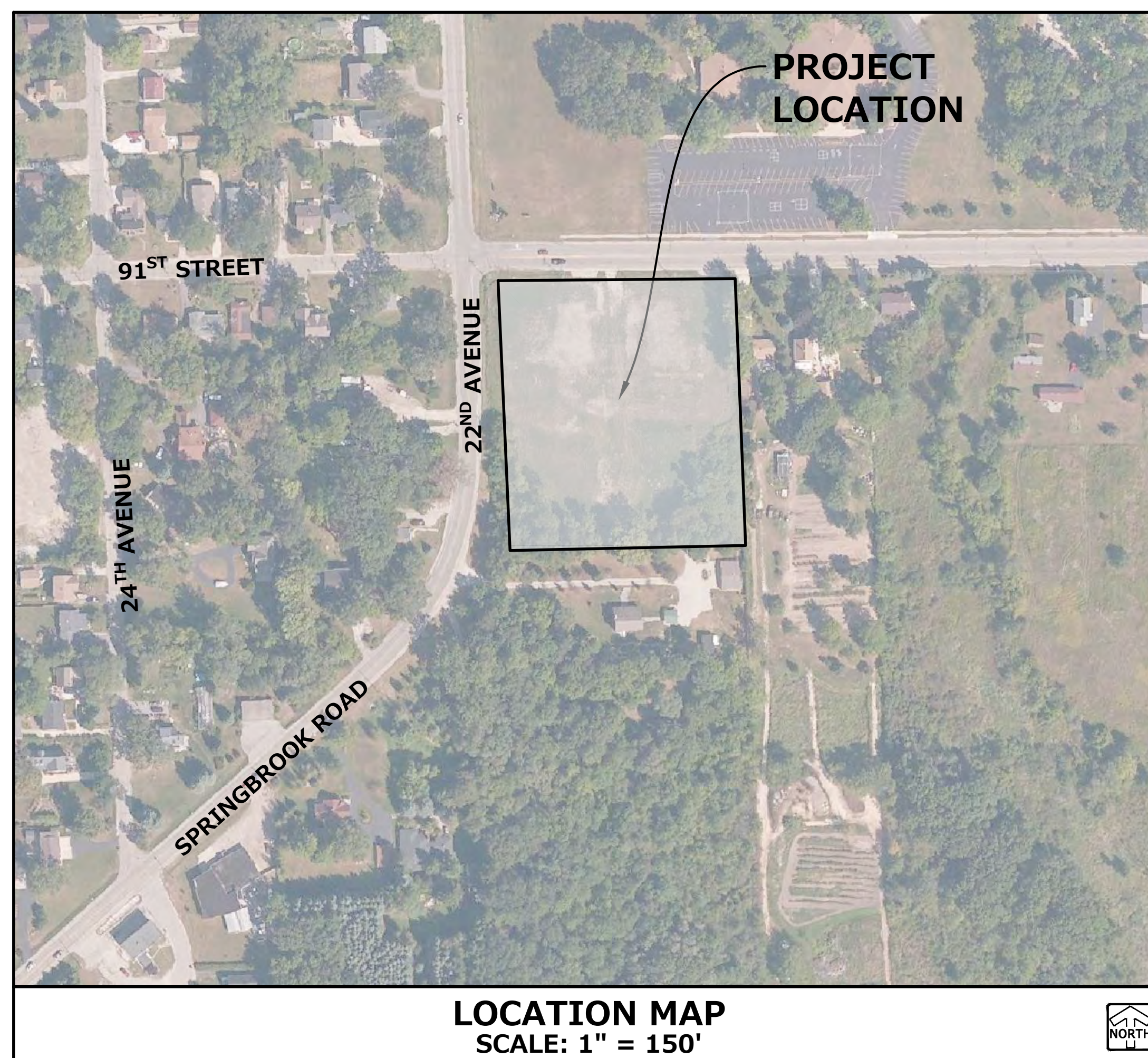
Date

Bear Development, LLC
4011 80th Street
Kenosha, WI 53142

ONSITE CIVIL ENGINEERING INFRASTRUCTURE PLANS FOR EVA MANOR MULTIFAMILY

VILLAGE OF PLEASANT PRAIRIE, WI

PLANS PREPARED FOR



THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

www.pinnacle-engr.com

LEGEND

	EXISTING	PROPOSED
SANITARY SEWER MANHOLE	⊙	⊙
STORM SEWER MANHOLE	⊙	⊙
STORM SEWER AREA DRAIN	—	—
STORM SEWER INLET (ROUND CASTING)	○	○
STORM SEWER INLET (RECTANGULAR CASTING)	□	□
PRECAST FLARED END SECTION	◊	◊
CONCRETE HEADWALL	∩	∩
AIR RELEASE ASSEMBLY	⊙	⊙
VALVE BOX	⊙	⊙
FIRE HYDRANT	⊙	⊙
BUFFALO BOX	⊙	⊙
CLEANOUT	⊙	⊙
SANITARY SEWER	—	—
FORCE MAIN	—	—
STORM SEWER	—	—
DRAIN TILE	—	—
WATER MAIN	—	—
UTILITY CROSSING	—	—
LIGHTING	—	—
ELECTRICAL CABLE	—	—
OVERHEAD WIRES	—	—
CAUTION EXISTING UTILITIES NEARBY	—	—
ELECTRICAL TRANSFORMER OR PEDESTAL	⊙	⊙
POWER POLE	⊙	⊙
POWER POLE WITH LIGHT	⊙	⊙
STREET SIGN	—	—
GAS MAIN	—	—
TELEPHONE LINE	—	—
CONTOUR	—	—
SPOT ELEVATION	—	—
WETLANDS	—	—
FLOODWAY	—	—
FLOODPLAIN	—	—
HIGH WATER LEVEL (HWL)	—	—
NORMAL WATER LEVEL (NWL)	—	—
DIRECTION OF SURFACE FLOW	—	—
DITCH OR SWALE	—	—
DIVERSION SWALE	—	—
OVERFLOW RELIEF ROUTING	—	—
TREE WITH TRUNK SIZE	—	—
SOIL BORING	—	—
TOPSOIL PROBE	—	—
FENCE LINE, TEMPORARY SILT	—	—
FENCE LINE, WIRE	—	—
FENCE LINE, CHAIN LINK OR IRON	—	—
FENCE LINE, WOOD OR PLASTIC	—	—
CONCRETE SIDEWALK	—	—
CURB AND GUTTER	—	—
DEPRESSED CURB	—	—
REVERSE PITCH CURB & GUTTER	—	—
EASEMENT LINE	—	—

ABBREVIATIONS

BL	BASE LINE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
DW	DWERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE

CONTACTS:

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BEAR DEVELOPMENT
4011 80TH STREET
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(242) 754-8888

CONTRACTOR:
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CONSTRUCTION MANAGEMENT
ASSOCIATES, INC.
4015 80TH STREET
KENOSHA, WI 53142
(262) 942-3500

SURVEYOR:
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TDS TELECOM:
SOUTHEAST WISCONSIN
OFFICE: (877) 483-7142

VILLAGE OF PLEASANT PRAIRIE UTILITIES:
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WISCONSIN D.O.T.:
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WI DEPARTMENT OF NATURAL RESOURCES:
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PETER WOOD, P.E.
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INDEX OF SHEETS

C-1	COVER SHEET
C-2	EXISTING CONDITIONS PLAN
C-3	SITE DIMENSION & PAVING PLAN
C-4	GRADING PLAN
C-5	UTILITY PLAN
C-6	PUBLIC WM EXTENSION
C-7	SITE STABILIZATION PLAN
C-8 - C-11	CONSTRUCTION DETAILS

BENCHMARKS

REFERENCE BENCHMARK:
BENCHMARK 1= CONCRETE MONUMENT WITH BRASS CAP AT THE NORTHWEST CORNER OF THE SOUTH-WEST SECTION 18 TOWN 1 NORTH, RANGE 23 EAST, ELEVATION = 623.90

VERTICAL DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1927).

SCALE: 1" = 200'

REQUIRED SUBMITTALS FOR APPROVAL

- HOT MIX ASPHALT - MIX DESIGN
- CONCRETE PAVEMENTS (EXTERIOR) - MIX DESIGN & JOINT PLAN
- PAVEMENT STONE BASE COURSE - GRADATION
- PIPE BEDDING & TRENCH BACKFILL - GRADATION
- MANHOLE BACKFILL - GRADATION
- PAVEMENT MARKING PAINT

REQUIRED SUBMITTALS FOR RECORDS

- WATER MAIN PIPES, VALVES, HYDRANTS & FITTINGS
- SANITARY SEWER PIPE & FITTINGS
- STORM SEWER PIPE, STRUCTURES, & FITTINGS
- TRACER WIRE
- UNDERGROUND UTILITY LOCATION RECORD DRAWINGS
- ADA SIGN & TRUNCATED DOMES, PAINT & STENCILS
- CHEMICAL SOIL STABILIZATION MIX DESIGN (IF APPLICABLE)

GENERAL NOTES

- THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL, OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
- A GEOTECHNICAL REPORT HAS BEEN PREPARED BY ENPOINT SOLUTIONS, DATED JANUARY 10, 2016, FOR THE PROJECT SITE. THE DATA ON SUB-SURFACE SOIL CONDITIONS IS NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE CONTINUITY OF SUCH CONDITIONS BETWEEN BORINGS OR INDICATED SAMPLING LOCATIONS. IT SHALL BE EXPRESSLY UNDERSTOOD THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS DRAWN THERE FROM BY THE CONTRACTOR. DATA IS MADE AVAILABLE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
- THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
- QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OR JOB EXTRAS.
- COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS. ALL APPLICABLE PERMITS HAVE BEEN OBTAINED, AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
- SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER/OWNER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGERS HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
- SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DIRT IS REMOVED CONTINUOUSLY, AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL 'GOOD HOUSEKEEPING.'
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.



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

EXPIRATION DATE: JULY 31, 2018

PINNACLE ENGINEERING GROUP, LLC - ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

NO.	REVISIONS	DATE	BY
1	CONCEPT SUBMITTAL	02/14/18	MAC
2	VILLAGE DEVELOPMENT PLANS	03/27/18	MAC
3	DSIS SUBMITTAL	05/22/18	MAC
4	ADDRESS VILLAGE COMMENTS	05/30/18	MAC

PROJ. NO. 1106.00-WI
SHEET NO. 1106.00-WI
SCALE: N.T.S.
DATE: 10-04-17

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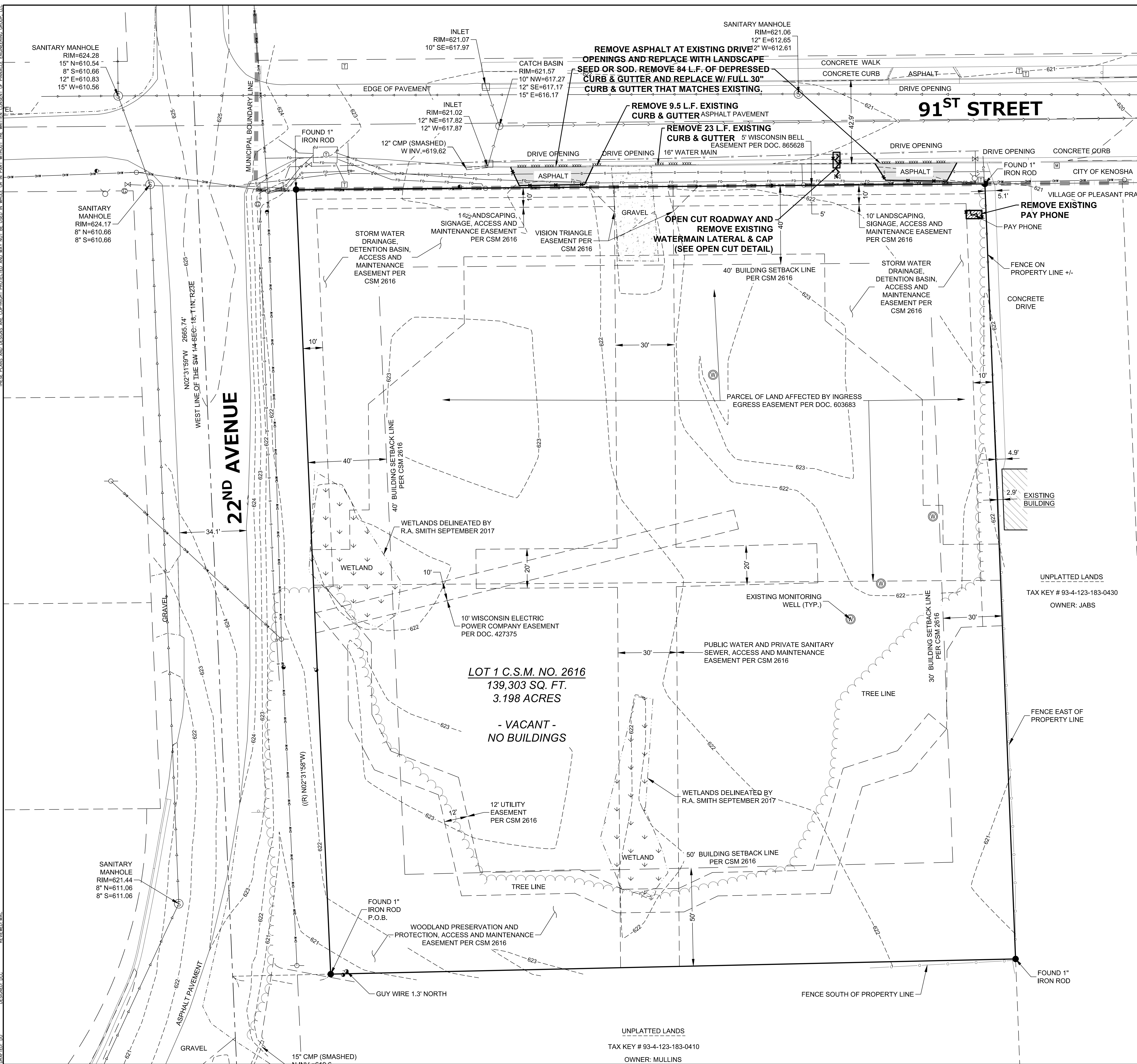
CHICAGO | MILWAUKEE | NATIONWIDE

EVA MANOR MULTIFAMILY VILLAGE OF PLEASANT PRAIRIE, WI

COVER SHEET

COVER SHEET

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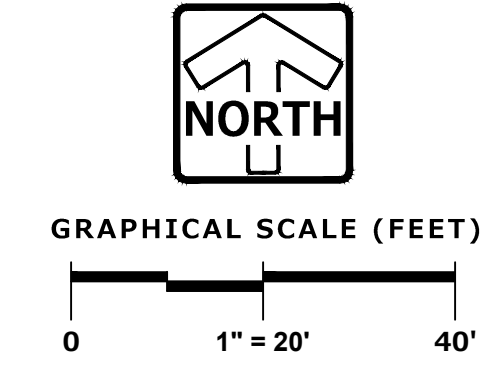
LEGEND

SANITARY MANHOLE	⊙	LIGHTING	⚡
STORM MANHOLE	⊙	ELECTRICAL CABLE	—
CATCH BASIN	⊙	ELECTRICAL TRANSFORMER OR PEDESTAL	⊠
INLET	⊙	POWER POLE	⊙
PRECAST FLARED END SECTION	⊙	POWER POLE WITH LIGHT	⊙
CONCRETE HEADWALL	⊙	GUY WIRE	—
VALVE VAULT	⊙	STREET SIGN	⊙
VALVE BOX	⊙	GAS MAIN	—
FIRE HYDRANT	⊙	TELEPHONE LINE	—
BUFFALO BOX	⊙	CONTOUR	—
CLEANOUT	⊙	TREE WITH TRUNK SIZE	⊙
SANITARY SEWER	—	CONCRETE SIDEWALK	—
FORCE MAIN	—	EASEMENT LINE	—
STORM SEWER	—		
WATER MAIN	—		

- DEMOLITION & CLEARING**
- CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT THE APPROPRIATE GOVERNMENTAL ENTITIES ARE NOTIFIED OF THE WORK AND NECESSARY PERMITS ARE OBTAINED.
 - CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ITEMS/DEBRIS, CLASSIFICATION, AND TRANSPORTATION TO DELIVER THE RECOVERED MATERIALS TO THE APPROVED RECYCLING CENTER OR PROCESSING FACILITY. CONTRACTOR SHALL MAINTAIN RECORDS ACCESSIBLE TO THE OWNER AND GOVERNMENT ENTITIES.
 - CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS IN MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. WORK WITHIN THE 80TH AVENUE RIGHT OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH THE VILLAGE CONSTRUCTION SPECIFICATIONS AND THE APPROVED TRAFFIC CONTROL/DETOUR PLAN.
 - CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES DESIGNATED TO REMAIN.
 - PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED FOR SAFETY AND SECURITY.
 - PROVIDE BARRIERS AND APPROPRIATE SIGNS WHERE NECESSARY TO RESTRICT PEDESTRIANS FROM WANDERING INTO CONSTRUCTION AREAS. PROVIDE ACCEPTABLE TEMPORARY SECURITY BARRIERS WHERE PHYSICAL SECURITY OF BUILDINGS OR FENCES IS COMPROMISED DUE TO DEMOLITION WORK.
 - PROVIDE TEMPORARY WEATHER PROTECTION DURING INTERVAL BETWEEN DEMOLITION AND REMOVAL OF EXISTING CONSTRUCTION ON EXTERIOR SURFACES AND INSTALLATION OF NEW CONSTRUCTION TO ENSURE NO WATER LEAKAGE OR DAMAGE OCCURS TO STRUCTURE OR INTERIOR AREAS OF EXISTING BUILDING.
 - ERECT TEMPORARY ENCLOSURES AS NECESSARY TO LIMIT DUST. USE WATER AS NECESSARY TO LAY DUST WHEN CHIPPING, CORING, OR SAWING CONCRETE, MASONRY OR SIMILAR MATERIALS. WATER MUST BE CONTROLLED INSIDE BUILDINGS BY DAMMING, OR OTHER CONTAMINATION METHOD.
 - PROVIDE AND MAINTAIN INTERIOR AND EXTERIOR SHORING, BRACING OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF STRUCTURES AND ADJACENT FACILITIES THAT ARE NOT PART OF DEMOLITION.
 - PERFORM WORK IN SAFE AND SYSTEMATIC MANNER.
 - WEAR PROPER PERSONAL PROTECTIVE EQUIPMENT AT ALL TIMES.
 - COMPLETELY BACKFILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM UTILITY REMOVAL AND OTHER DEMOLITION WORK WITH CLOSE GRADED AGGREGATE OR COHESIVE STRUCTURAL FILL.
 - REPAIR DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED.

EXISTING CONDITIONS SURVEY:
 EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP ALTHOUGH PEG HAS NO REASON TO BELIEVE THE SURVEY IS INACCURATE, PEG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

CONTRACTOR RESPONSIBILITY:
 THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.



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**EVA MANOR MULTIFAMILY
 VILLAGE OF PLEASANT PRAIRIE, WI**

UNPLATTED LANDS
 TAX KEY # 93-4-123-183-0410
 OWNER: MULLINS

EXISTING CONDITIONS PLAN

REVISIONS

1.	CONCEPT SUBMITTAL	02/14/18	
2.	VILLAGE DEVELOPMENT PLANS	03/27/18	
3.	DSIS SUBMITTAL	05/22/18	
4.	ADDRESS VILLAGE COMMENTS	05/30/18	

PREC. JOB NO. 1106.00-WI
 PEG PH. MAC
 START DATE: 10-04-17
 SCALE: 1" = 20'

**SHEET
 C-2
 C-11**

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DRAWN: RD
REVIEWED: MAC

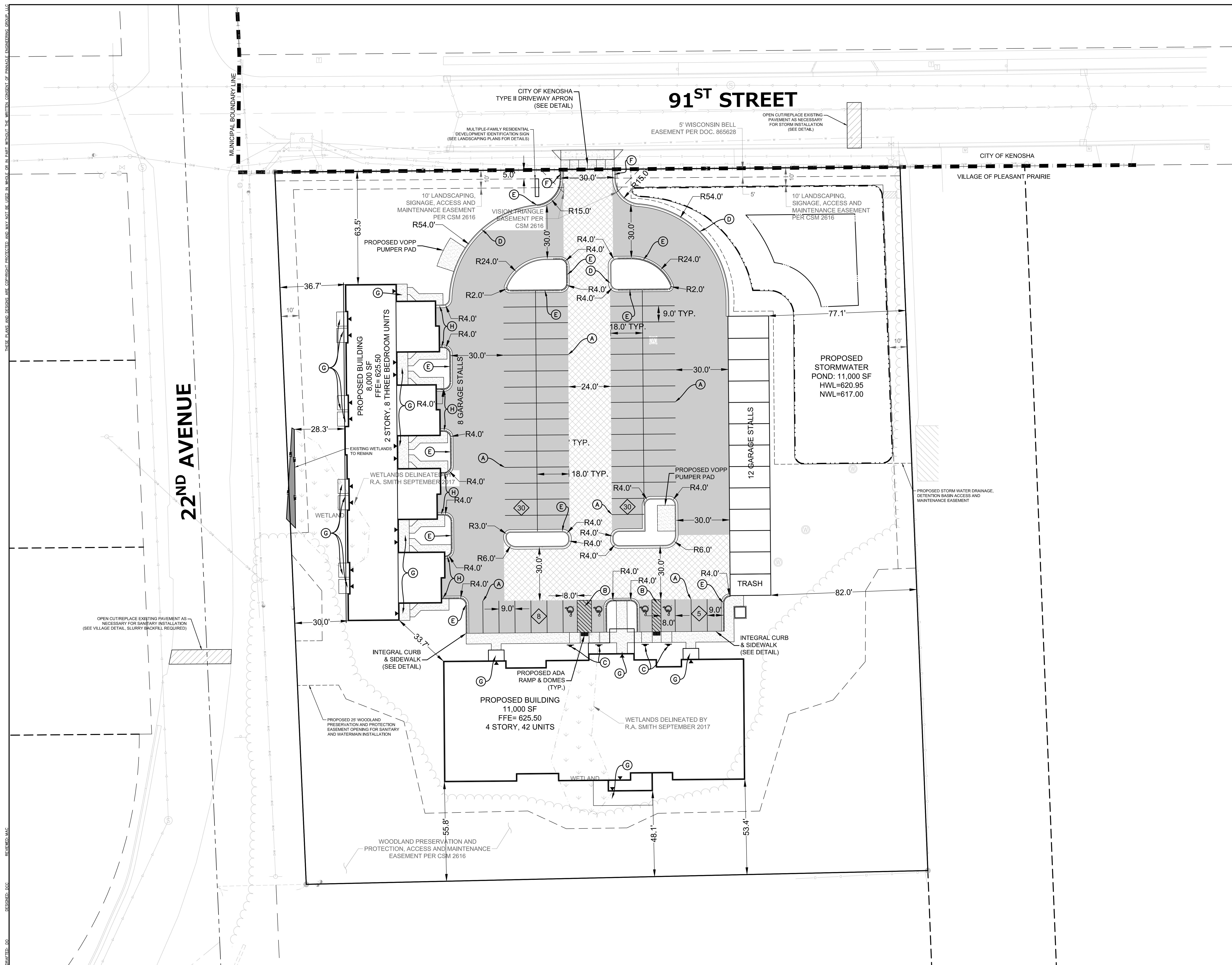
2:\PROJECTS\2017\1106.00-W\CAD\SHEETS\CURRENT\1106.00-W SITE DIMENSION & PAVING.DWG

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LEGEND

LIGHT DUTY PAVEMENT
 8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
 3" ASPHALTIC CONC. (2 LB/50)
 LOWER LAYER (1.5", 1.5" 58-28.5)
 UPPER LAYER (1.5", 1.5" 58-28.5)

HEAVY DUTY PAVEMENT
 10" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
 4" ASPHALTIC CONC. (2 LB/50)
 LOWER LAYER (2.5", 4" 58-28.5)
 UPPER LAYER (1.5", 4" 58-28.5)

CONCRETE SIDEWALK
 4" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
 7" PCC (6# WELDED WIRE FABRIC PER FACE 315-92)

CONCRETE PAVEMENT
 4" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
 6" PCC (6# WELDED WIRE FABRIC PER FACE 315-92)

4" SOLID WHITE STRIPE
4" DIAGONAL AT 45° SPACED 2' O.C.
R7-8 HANDICAP PARKING SIGN (SEE DETAIL)
18" CURB & GUTTER (SEE DETAIL)
18" REVERSE CURB & GUTTER (SEE DETAIL)
TAPER CURB HEAD (SEE DETAIL)
BUILDING DOOR SLAB (2% MAX SLOPE WITHIN DRIVE IN OR MAN DOOR)
TAPER CURB HEAD/DEPRESSED CURB TO BE FLUSH WITH PAVEMENT AT SIDEWALK
PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)
MAN DOOR
OVERHEAD DOOR

- ### NOTES
- ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FOUNDATION UNLESS NOTED OTHERWISE. ALL UTILITY DIMENSIONS ARE TO OUTSIDE OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. ALL PAVING DIMENSIONS ARE TO FACE OF CURB OR TO EDGE OF PAVEMENT, EXCEPT FOR THE SETBACK FROM PARKING LOTS, HANDICAPPED LANES AND FIRE ACCESS LANES, WHERE THE SETBACK IS MEASURED FROM THE BACK OF CURB TO THE PROPERTY LINE.
 - ALL PROPOSED CURB AND GUTTER SHALL BE 18" STANDARD CURB AND GUTTER (SEE DETAIL). UNLESS OTHERWISE NOTED, CURB AND GUTTER DRAINING AWAY FROM THE FACE OF CURB IS NOTED AS REVERSE CURB AND GUTTER.
 - ALL RADII ARE MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - BUILDING DIMENSIONS AND ADJACENT PARKING AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE (1-800-242-8511) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
 - IMPROVEMENTS ADJACENT TO BUILDING IF SHOWN SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBING, FENCES, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS, AND DETAILS.
 - REFER TO ELECTRICAL PLANS FOR LIGHTING LOCATIONS, SPECIFICATIONS, AND DETAILS.
 - SEE ADDITIONAL NOTES AND DETAILS ON SITE DIMENSIONAL PLANS AND CONSTRUCTION DETAILS.
 - ALL PAVING SHALL CONFORM TO STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES, AND SPECIFICATIONS CONTAINED WITHIN THIS PLAN SET.
 - CONTRACTOR SHALL CONSULT STRIPING COLOR WITH OWNER PRIOR TO CONSTRUCTION.
 - PROVIDE CONTRACTOR GRADE ACRYLIC STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES OR TO MANUFACTURER'S SPECIFICATION, WHICHEVER IS GREATER.
 - THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT EXISTING PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
 - DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
 - LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
 - PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
 - BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
 - ASPHALTIC CONCRETE PAVING SPECIFICATIONS:

CODES AND STANDARDS: THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS THE STATE HIGHWAY SPECIFICATIONS.

WEATHER LIMITATIONS: APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 33° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (1° C).

GRADE CONTROL: ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.

CRUSHED AGGREGATE BASE COURSE: THE TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.

BINDER COURSE AGGREGATE: THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.

SURFACE COURSE AGGREGATE: THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.

ASPHALTIC MATERIALS: THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.

SURFACE PREPARATION: NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

EXISTING CONDITIONS SURVEY:

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GRAPHICAL SCALE (FEET)
 0 1" = 20' 40'

REVISIONS

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1	CONCEPT SUBMITTAL	02/14/18
2	VILLAGE DEVELOPMENT PLANS	03/27/18
3	DSIS SUBMITTAL	05/22/18
4	ADDRESS VILLAGE COMMENTS	05/30/18

PROJ. NO. 1106.00-WT
 PEG/PH: MAC
 START DATE: 10-04-17
 SCALE: 1" = 20'

SHEET
 C-3
 C-11

SITE DIMENSION & PAVING PLAN

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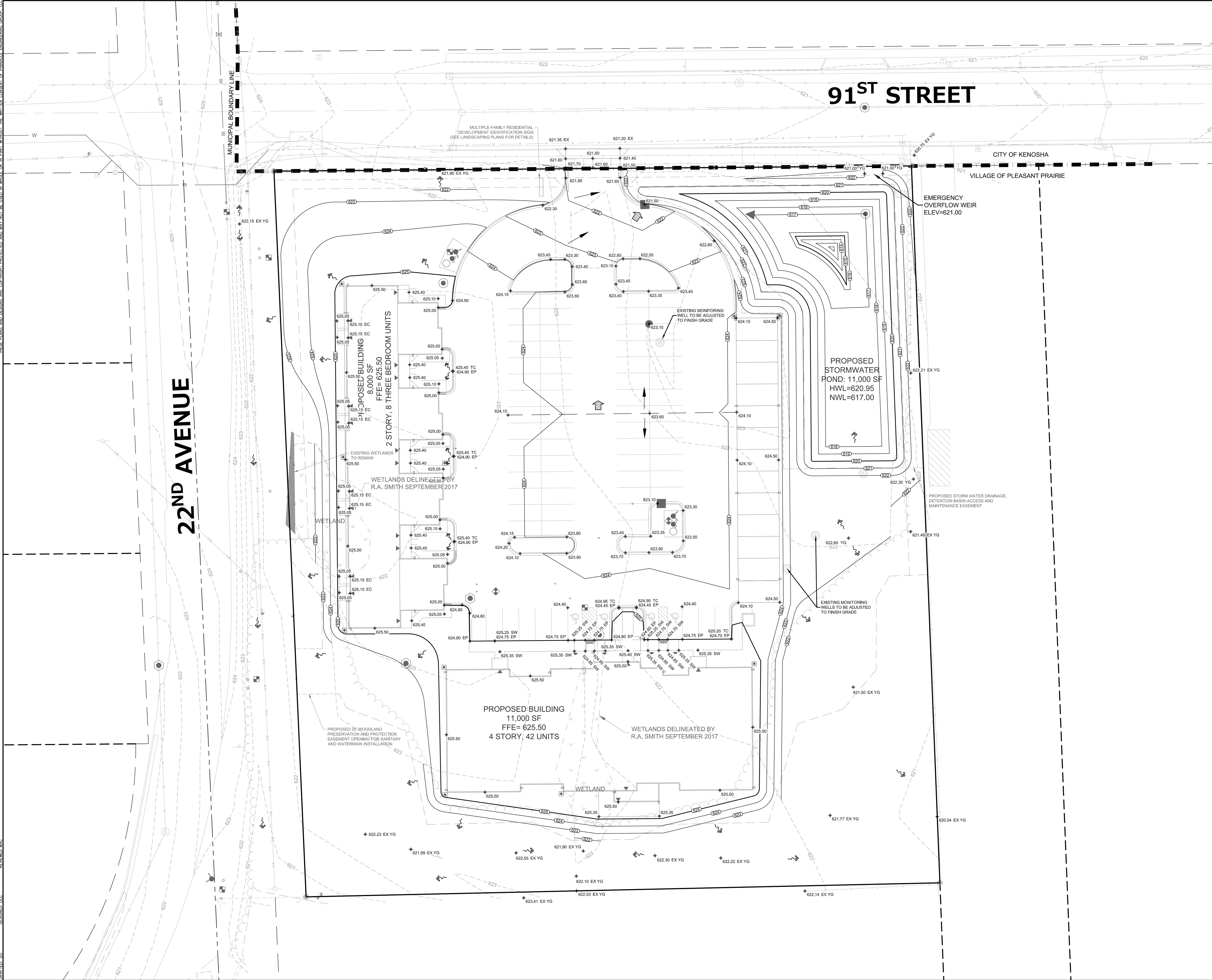
LEGEND

- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN- ROUND CASTING
- STORM SEWER CATCH BASIN- RECTANGULAR CASTING
- ▭ PROPOSED CONCRETE FLARED END SECTION
- PROPOSED CONTOUR
- + 750.00 SPOT ELEVATION
- DIRECTION OF SURFACE FLOW
- DITCH OR SWALE
- DIVERSION SWALE
- ▭ OVERFLOW RELIEF ROUTING
- ▭ CONCRETE SIDEWALK
- ▭ CURB AND GUTTER
- ▭ DEPRESSED CURB
- ▭ REVERSE PITCH CURB & GUTTER
- EX EXISTING
- EP EDGE OF PAVEMENT
- FF FINISHED FLOOR
- TC TOP OF CURB
- YG YARD GRADE
- SW SIDEWALK
- EC EDGE OF CONCRETE

- NOTES**
- CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
 - ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
 - SPOT ELEVATIONS REPRESENT THE GRADE ALONG THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.

CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE. THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.

THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
 - GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
 - THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PRODUCTION COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
 - IN THE EVENT THAT ANY MOISTURE DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
 - WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CIRCUMSTANCES SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL OR THE MAXIMUM COMPACTION LIFT DEPTH.
 - THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
 - CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
 - THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
 - CONTRACTOR SHALL CONTACT "DIGGERS HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
 - CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
 - WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
 - CONTRACTOR SHALL COMPLY WITH ALL KENOSHA COUNTY CONSTRUCTION STANDARDS/ORDINANCES.
 - LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.
 - TOPSOIL BEDDING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3% (+) OPTIMUM MOISTURE CONTENT.
 - SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PINNACLE ENGINEERING GROUP IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.



GRAPHICAL SCALE (FEET)
0 1" = 20' 40'

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**EVA MANOR MULTIFAMILY
VILLAGE OF PLEASANT PRAIRIE, WI**

GRADING PLAN

REVISIONS

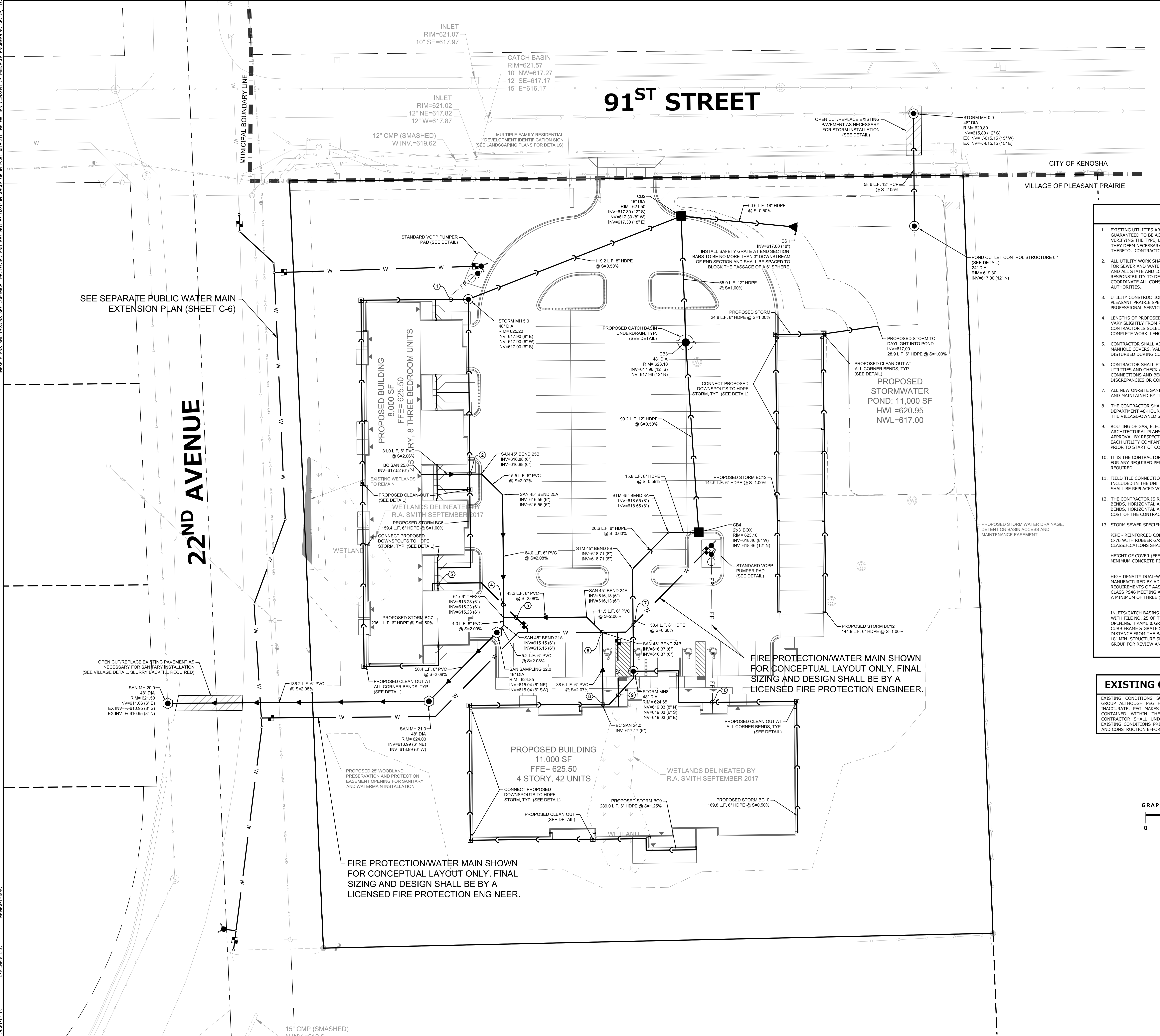
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REG. NO. 1106.00-WI
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SHEET C-4 OF C-11

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LEGEND

	SANITARY SEWER MANHOLE		FIRE PROTECTION
	STORM SEWER MANHOLE		UTILITY CROSSING
	STORM SEWER CATCH BASIN (ROUND CASTING)		ELECTRICAL CABLE
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		GAS MAIN
	PRECAST CONCRETE FLARED END SECTION		TELEPHONE LINE
	CLEANOUT		OVERHEAD WIRES
	VALVE BOX		LIGHTING
	FIRE HYDRANT		ELECTRICAL TRANSFORMER OR PEDESTAL
	SANITARY SEWER		POWER POLE
	FORCE MAIN		POWER POLE WITH LIGHTS
	STORM SEWER		STREET SIGN
	DRAIN TILE		UTILITY TO BE REMOVED
	WATER MAIN		

- ### NOTES
- 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 THEREOF. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
 - ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS OR CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
 - UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRIE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES COMM 82.
 - LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR CORRECTING ANY MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
 - CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
 - CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL UTILITY CROSSINGS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
 - ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
 - THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRIE PUBLIC WORKS DEPARTMENT 48 HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE INSPECTIONS.
 - ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES ARE SHOWN ON THE ARCHITECTURAL PLANS AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPER AUTHORITIES FOR ANY REQUIRED PERMITS, AUTHORIZATIONS, TRAFFIC CONTROL AND ANY PERMIT FEES REQUIRED.
 - FIELD TILE CONNECTION - ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE SIZE, TYPE AND NUMBER OF WATER MAIN BENDS, HORIZONTAL AND VERTICAL, REQUIRED TO COMPLETE CONSTRUCTION. COST FOR BENDS, HORIZONTAL AND VERTICAL, SHALL BE INCIDENTAL AND INCLUDED IN THE OVERALL COST OF THE CONTRACT.
 - STORM SEWER SPECIFICATIONS -
PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. STRENGTH CLASSIFICATIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
HEIGHT OF COVER (FEET): 0-2 3-3 3-6 6-15 15-25 25+
MINIMUM CONCRETE PIPE CLASSIFICATION: IV III II III IV ENGINEER TO SPECIFY
HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE "S", OR POLYVINYL CHLORIDE (PVC) - CLASS 6546 MEETING AASHTO M-278, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
 - INLETS/CATCH BASINS - INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" x 2'-6" MAXIMUM OPENING. FRAME & GRATE SHALL BE NENAH R-3067 OR EQUAL. THE SUMP DEPTH (VERTICAL DISTANCE FROM THE BASE OF THE STRUCTURE TO OUTFALL INVERT OF THE PIPE) SHALL BE 18" MIN. STRUCTURE SHOP DRAWINGS SHALL BE SUBMITTED TO PINNACLE ENGINEERING GROUP FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.
 - SEE UTILITY PLANS AND CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION.
- BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.

PIPE - WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS, VALVES AND VALVE BOXES - GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.2.7 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.

HYDRANTS - HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE VILLAGE OF PLEASANT PRAIRIE AND IN ACCORDANCE WITH FILE NO. 38 OF THE "STANDARD SPECIFICATIONS". THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES.

BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".

BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

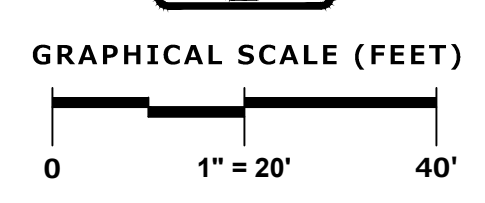
SANITARY SEWER SPECIFICATIONS -
PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL-TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.
BEDDING AND COVER MATERIAL - BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATION" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A). BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO INSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OR BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE-SUPPORT."

BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".

MANHOLES - MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE. STRUCTURE SHOP DRAWINGS SHALL BE SUBMITTED TO PINNACLE ENGINEERING GROUP FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING AND INSTALLATION.

MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
- WATER MAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.1.7 OF "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION (UPDATED WITH ITS LATEST ADDENDUM (TYP.)).
- TRACER WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THESE CODE SECTIONS AS PER 182.07(5)(28) OF THE STATUTES. THE TRACER WIRE FOR THE SANITARY SEWER LATERAL SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 1/4" HDG PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.
- SEE UTILITY PLANS AND CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION.

EXISTING CONDITIONS SURVEY:
EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH REG HAS NO REASON TO BELIEVE THE SURVEY IS INACCURATE, REG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.



CROSSINGS

1	6" STORM OVER FIRE PROTECTION 6" B/PIPE=617.95 FP* T/PIPE=616.45	9	6" STORM OVER WATERMAIN 6" B/PIPE=619.22 WM* T/PIPE=617.72
2	6" STORM OVER 6" B/PIPE=618.81 6" T/PIPE=617.51	10	6" STORM OVER FIRE PROTECTION 6" B/PIPE=619.32 FP* T/PIPE=617.82
3	6" STORM OVER WATERMAIN 6" B/PIPE=619.58 WM* T/PIPE=618.08		
4	WATERMAIN OVER 6" SANITARY WM* B/PIPE=618.15 6" T/PIPE=615.87		
5	WATERMAIN OVER 6" SANITARY WM* B/PIPE=617.95 6" T/PIPE=615.87		
6	WATERMAIN OVER 6" SANITARY WM* B/PIPE=617.85 6" T/PIPE=616.87		
7	8" STORM OVER 6" SANITARY 8" B/PIPE=618.89 WM* T/PIPE=617.39		
8	6" STORM OVER 6" SANITARY 6" B/PIPE=619.35 6" T/PIPE=617.65		

* FIRE PROTECTION PIPE SIZE HAS NOT YET BEEN DETERMINED BY A LICENSED FIRE PROTECTION ENGINEER.

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(762) 754-8888
CHICAGO | MILWAUKEE | RATIONSVILLE

EVA MANOR MULTIFAMILY
VILLAGE OF PLEASANT PRAIRIE, WI

UTILITY PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1	CONCEPT SUBMITTAL	02/14/18
2	VILLAGE DEVELOPMENT PLANS	03/27/18
3	DSIPS SUBMITTAL	05/22/18
4	ADDRESS VILLAGE COMMENTS	05/30/18

PROJECT NO. 1106.00-WI
SHEET C-5
SCALE 1" = 20'

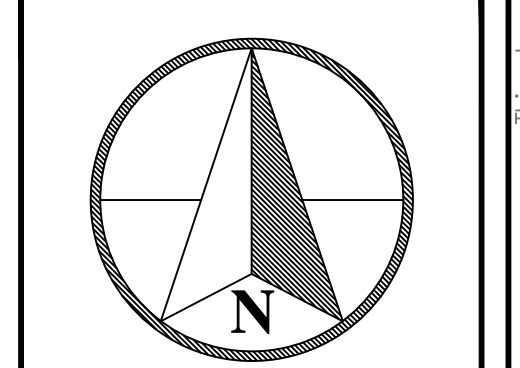
FOR REVIEW ONLY
UTILITY PLAN

This plan as an instrument of service is the property of Breezy Hill Nursery, Inc. and may not be used in whole or part without our written consent. Violators are subject to prosecution.



Eva Manor Landscape Plan

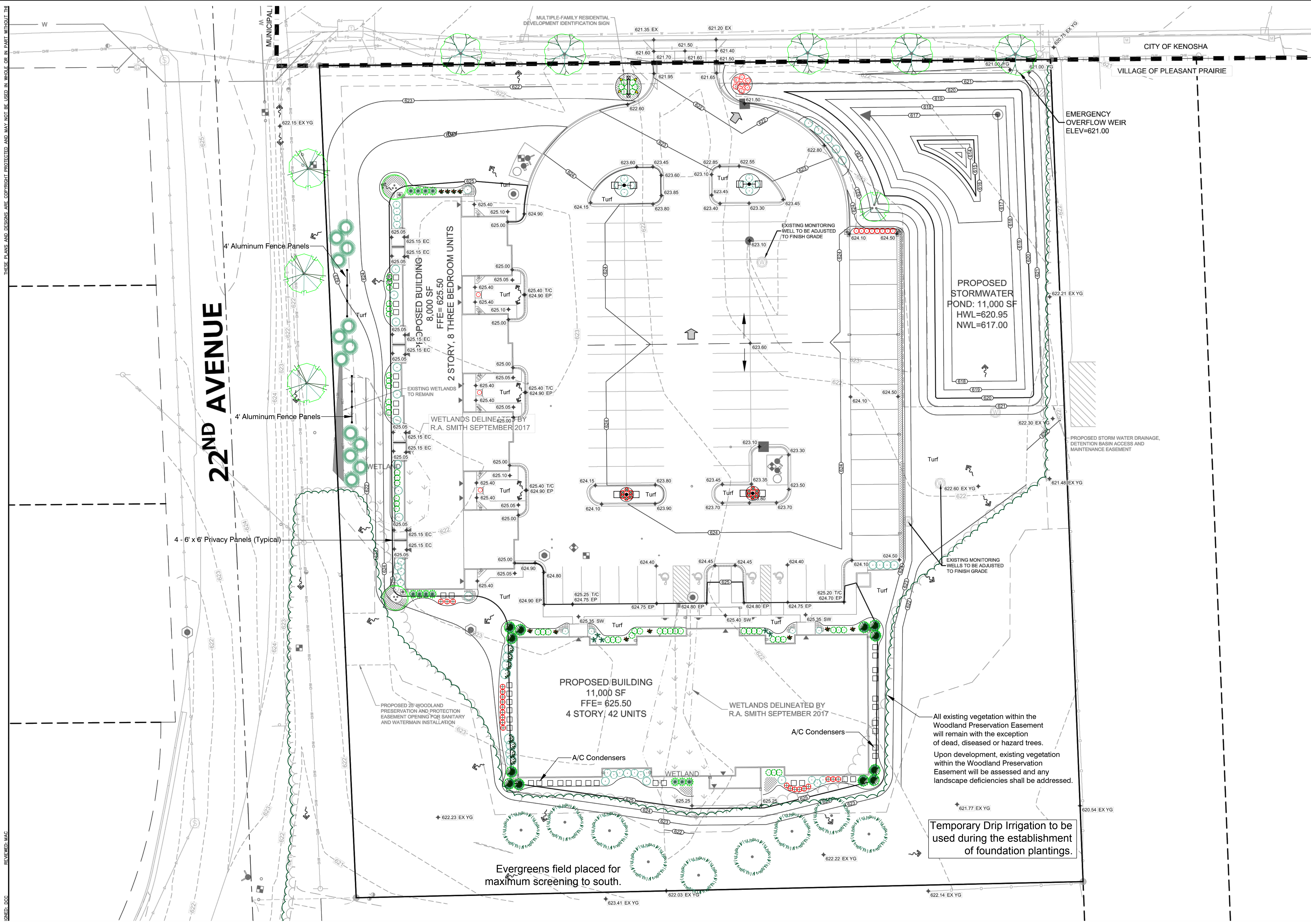
Village of Pleasant Prairie, WI



Designed By Bradd Epping
Drawn By Jim Anderson
Date March 22nd, 2018
Revised May 25th, 2018-JA
Project #003148

Sheet
L1

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This plan as an instrument of service is the property of Breezy Hill Nursery, Inc. and may not be used in whole or part without our written consent. Violators are subject to prosecution.





MASONRY VENEER

1 WEST ELEVATION
A-2.1 1/8"=1'-0"



MASONRY VENEER

- TYPICAL MATERIALS
- ASPHALT SHINGLES
- COMPOSITE FASCIA
- COMPOSITE TRIM
- VINYL WINDOWS
- COMPOSITE HORIZONTAL SIDING
- CAST STONE BAND, HEADS, & SILLS
- GROUND FACE CMU

2 NORTH ELEVATION
A-2.1 1/8"=1'-0"

Eva Manor
Apartments
Pleasant Prairie, WI
April 12, 2018

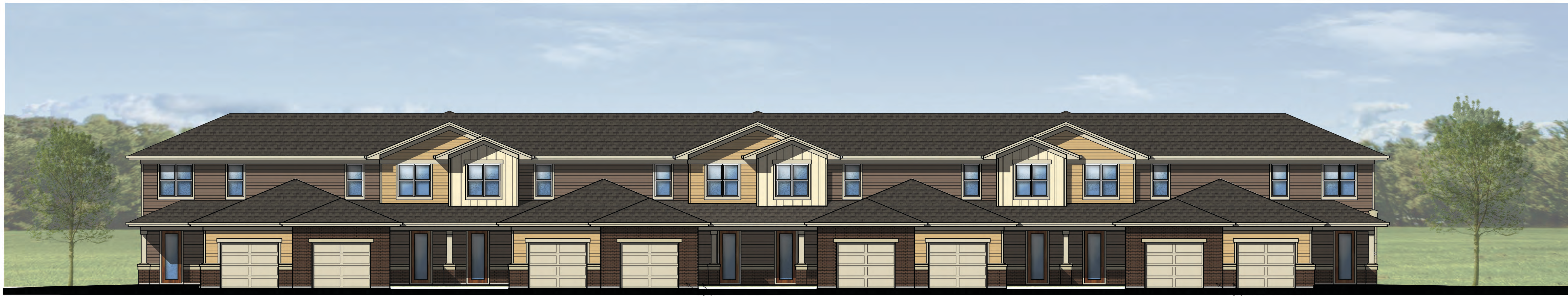




3 SOUTH ELEVATION
A-2.1 1/8" = 1'-0"



4 NORTH ELEVATION
A-2.1 1/8" = 1'-0"



2 EAST ELEVATION
A-2.1 1/8" = 1'-0"

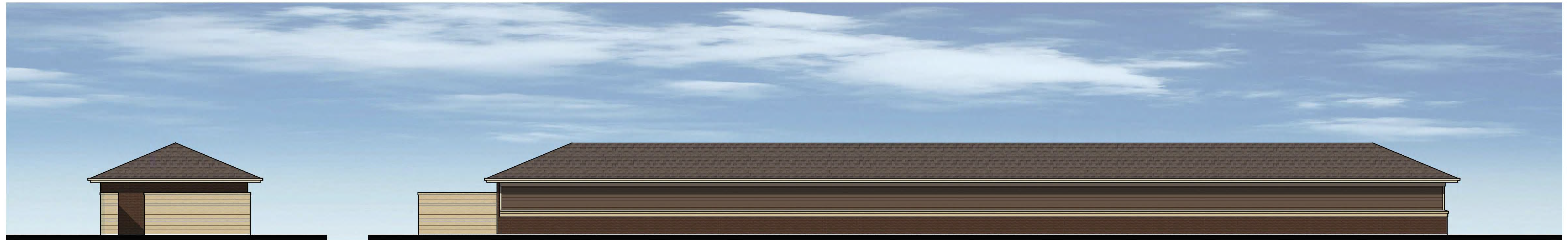


1 WEST ELEVATION
A-2.1 1/8" = 1'-0"

- TYPICAL MATERIALS
- ASPHALT SHINGLES
- COMPOSITE FASCIA
- COMPOSITE TRIM
- VINYL WINDOWS
- CAST STONE BAND, HEADS & SILLS
- MASONRY VENEER

Eva Manor
Townhomes
Pleasant Prairie, WI
May 23, 2018





1 EAST ELEVATION
A-1.2 1/8"=1'-0"

2 SOUTH ELEVATION
A-1.2 1/8"=1'-0"



3 WEST ELEVATION
A-1.2 1/8"=1'-0"

4 NORTH ELEVATION
A-1.2 1/8"=1'-0"

Eva Manor
Garage
Pleasant Prairie, WI
February 14, 2018



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

Consider the request of the Village of Pleasant Prairie, owners, for approval of a **Certified Survey Map** to subdivide the property generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) in the Prairie Highlands Corporate Park.

Recommendation: Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of June 18, 2018 meeting.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-25)** for the request of the Village of Pleasant Prairie, owners of the vacant properties generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) and the northeast corner of 120th Avenue (West Frontage Road) and Goldbear Drive to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to correctly show the location of the field delineated wetlands (excluding the wetlands allowed to be filled) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations; to place the Outlots within the Prairie Highlands Corporate Park to be used for stormwater purposes into the Park, Recreation and Other Open Space land use designation; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Recommendation: On June 11, 2018 the Plan Commission adopted Plan Commission Resolution #18-17 and recommended that the Village Board approve the **Comprehensive Plan Amendment (Ord. #18-25)** as presented at the June 18, 2018 meeting.

Consider approval of a **Zoning Map Amendment (Ord. #18-26)** for the request of the Village of Pleasant Prairie, owners of the vacant properties generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) and the northeast corner of 120th Avenue (West Frontage Road) and Goldbear Drive to rezone the field delineated wetlands (excluding the wetlands allowed to be filled) into the C-1, Lowland Resource Conservancy District and to rezone the Outlots used for stormwater facilities, excluding the wetland areas into the PR-1, Neighborhood Park and Recreational District within the Prairie Highlands Corporate Park.

Recommendation: Plan Commission recommends that the Village Board approve the **Zoning Map Amendment (Ord. #18-25)** subject to the comments and conditions of the Village Staff Report of June 18, 2018.

VILLAGE STAFF REPORT OF JUNE 18, 2018

Consider the request of the Village of Pleasant Prairie, owners, for approval of a **Certified Survey Map** to subdivide the property generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) in the Prairie Highlands Corporate Park.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-25)** for the request of the Village of Pleasant Prairie, owners of the vacant properties generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) and the northeast corner of 120th Avenue (West Frontage Road) and Goldbear Drive to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to correctly show the location of the field delineated wetlands (excluding the wetlands allowed to be filled) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations; to place the Outlots within the Prairie Highlands Corporate Park to be used for stormwater purposes into the Park, Recreation and Other Open Space land use designation; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Consider approval of a **Zoning Map Amendment (Ord. #18-26)** for the request of the Village of Pleasant Prairie, owners of the vacant properties generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) and the northeast corner of 120th Avenue (West Frontage Road) and Goldbear Drive to rezone the field delineated wetlands (excluding the wetlands allowed to be filled) into the C-1, Lowland Resource Conservancy District and to rezone the Outlots used for stormwater facilities, excluding the wetland areas into the PR-1, Neighborhood Park and Recreational District within the Prairie Highlands Corporate Park.

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME, HOWEVER SEPARATE ACTIONS ARE REQUIRED.

As Prairie Highlands Corporate Park, generally located between 104th Street (CTH Q) and CTH C (Wilmot Road) west of 120th Avenue (West Frontage Road), continues to develop, the Village staff is presenting another Certified Survey Map to create Lot 2 (to be sold to Aurora), an Outlot to be transferred to Prairie Highlands Commercial Owners Association for storm water purposes and Lot 1 for future development. In addition, requests to approve amendments to the land use and zoning maps to update and correctly show the field delineated wetlands and the Outlot areas within Prairie Highlands Corporate Park are proposed.

The Village is designing storm water facilities to manage the development of the entire Corporate Park. Several storm water retention ponds have been designed to capture and manage storm water from the Park. The ponds will be located within Outlot 1 of the proposed CSM and Outlot 1 of CSM 2849.

In addition, a wetland staking was completed on the Prairie Highlands property for the Village in 2017 by RA Smith. The Village is in the process of obtaining State and federal permits to fill approximately 0.85 acre of wetlands on the site as shown on the **attached** wetland impact figure which identifies the wetland impacts near the intersection of Goldbear Drive and 120th Avenue (West Frontage Road). The Village completed an Alternatives Analysis wetland fill impact application and has submitted it to the WI DNR and the ACOE for their review and approval. Approvals are expected in June and August from these agencies respectively. The remaining wetland areas will be protected and are proposed to be rezoned into the C-1, Lowland Resource Conservancy District.

The **Certified Survey Map** proposes to re-divide Lot 2 of CSM 2849 into two lots and an Outlot. The CSM also dedicates 128th Avenue right-of-way that will connect 104th Street and Goldbear Drive.

- Lot 1 is approximately 142.0831 acres and is intended to be further developed pursuant to the M-5, Production and Manufacturing Zoning District requirements.
- Lot 2 is approximately 63.7124 acres located at the northwest corner of 120th Avenue (West Frontage Road) and CTH Q. This Lot is proposed to be sold to Aurora for the development of the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.
- Outlot 1 is approximately 34.8470 acres located north of Lot 2 between 128th Avenue and 120th Avenue (West Frontage Road) and south of Goldbear Drive. This Outlot will be used for stormwater management facilities for Prairie Highlands Corporate Park

Comprehensive Plan Amendments (Ord. #18-25): The Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 is proposed to be amended as follows: 1) to correctly show the location of the field delineated wetlands (excluding the wetlands allowed to be filled) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations on the properties identified as Tax Parcel Numbers 91-4-121-241-0701 and 91-4-121-244-0602 and 2) to place the non-wetland areas of Outlot 1 of CSM 2849 and Outlot 1 of the proposed CSM that are to be used for stormwater management purposes into the Park, Recreation and Other Open Space land use designation. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to include said amendments.

Zoning Map Amendment (Ord. #18-26): To ensure that the Village's Zoning Map and the Village's Comprehensive Land Use Map are consistent, the following Zoning Map Amendments are being considered: 1) to rezone the field delineated wetlands (excluding the wetlands allowed to be filled) on the properties identified as Tax Parcel Numbers 91-4-121-241-0701 and 91-4-121-244-0602 into the C-1, Lowland Resource Conservancy District and 2) to rezone the non-wetlands areas of Outlot 1 of CSM 2849 and Outlot 1 of the proposed CSM that are to be used for stormwater management purposes into the PR-1, Neighborhood Park and Recreational District.

Lots 1 and 2 of the proposed CSM, excluding any wetlands will remain in the M-5, Production Manufacturing Zoning District. In addition, any lands zoned FPO, Floodplain Overlay District will remain unchanged.

The CSM, with the approval of the Comprehensive Plan and Zoning Map Amendments, complies with Village Land Division and Development Control Ordinance and the Village Zoning Ordinance requirements.

RECOMMENDATIONS:

Village Plan Commission recommends approval of the **Certified Survey Map** subject to the CSM shall being finalized with any final edits, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board's approval.

Village Plan Commission recommends approval of the **Comprehensive Plan Amendment (Ord. #18-25)** as presented.

Village staff recommends that the Plan Commission approve the **Zoning Text Amendment (Ord. #18-26)** as presented.

DEV1805-001
CODE1805-002
CODE1805-003

ORD. # 18-25
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

1. To correctly show the location of the field delineated wetlands (excluding the wetlands allowed to be filled) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations on the properties as shown and legally described on **Exhibit 1**; and to place the non-wetland areas of Outlot 1 of CSM 2849 and Outlot 1 of the CSM [REDACTED] into the Park, Recreation and Other Open Space land use designation on the properties generally located at the northeast corner of 120th Avenue (West Frontage Road) and CTH Q (104th Street) and the northeast corner of 120th Avenue (West Frontage Road) and Goldbear Drive and further identified as Tax Parcel Numbers 91-4-121-241-0701 and 91-4-121-244-0602.
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 18th day of June 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane C. Snell
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #18-25

CODE1805-002

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DESIGNED: AJS
REVIEWED: ARA

DRAWN: EP

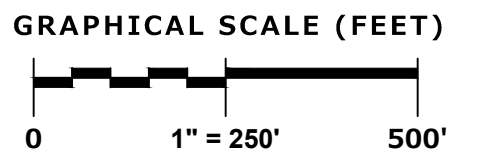
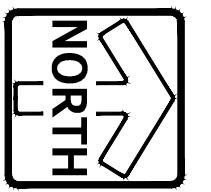
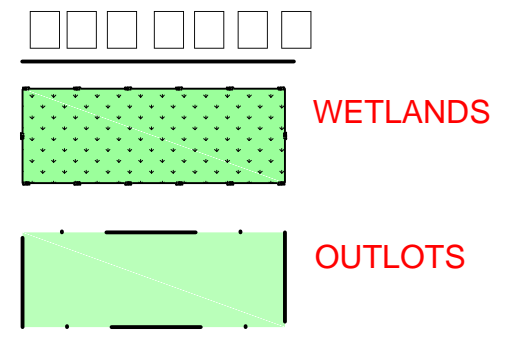
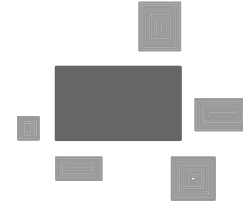


EXHIBIT 1


PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING
 CHICAGO | MILWAUKEE | NATIONWIDE
 WISCONSIN OFFICE:
 15850 W. BLUEMOUND ROAD
 BROOKFIELD, WI 53005
 (262) 754-8888

PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI

REVISIONS	

PEG JOB NO. 897.00 PEG PM ARA SAVE DATE 5/10/18 SCALE 1" = 250'	SHEET C-1 C-1
--------------------------------------------------------------------------	------------------------------------------

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N07°12'47"E	41.40'
L2	N51°10'06"E	24.78'
L3	N31°38'16"E	45.01'
L4	S59°50'21"E	20.55'
L5	S77°57'21"E	71.35'
L6	S70°41'45"E	66.50'
L7	S57°16'22"E	79.62'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L8	N57°03'01"E	14.01'
L9	S75°49'18"E	6.20'
L10	S39°47'21"E	33.41'
L11	S55°03'24"E	27.51'
L12	S38°48'40"E	38.93'
L13	S14°47'42"E	18.97'
L14	S06°07'13"W	15.89'
L15	S28°54'28"W	26.66'
L16	S40°35'58"W	28.91'
L17	S45°24'38"W	70.69'

LEGAL DESCRIPTION:

Wetland 2

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 88°59'13" East along the south line of said Lot 2, 490.06 feet to the Point of Beginning 2;

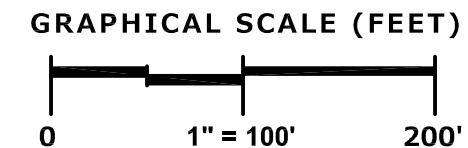
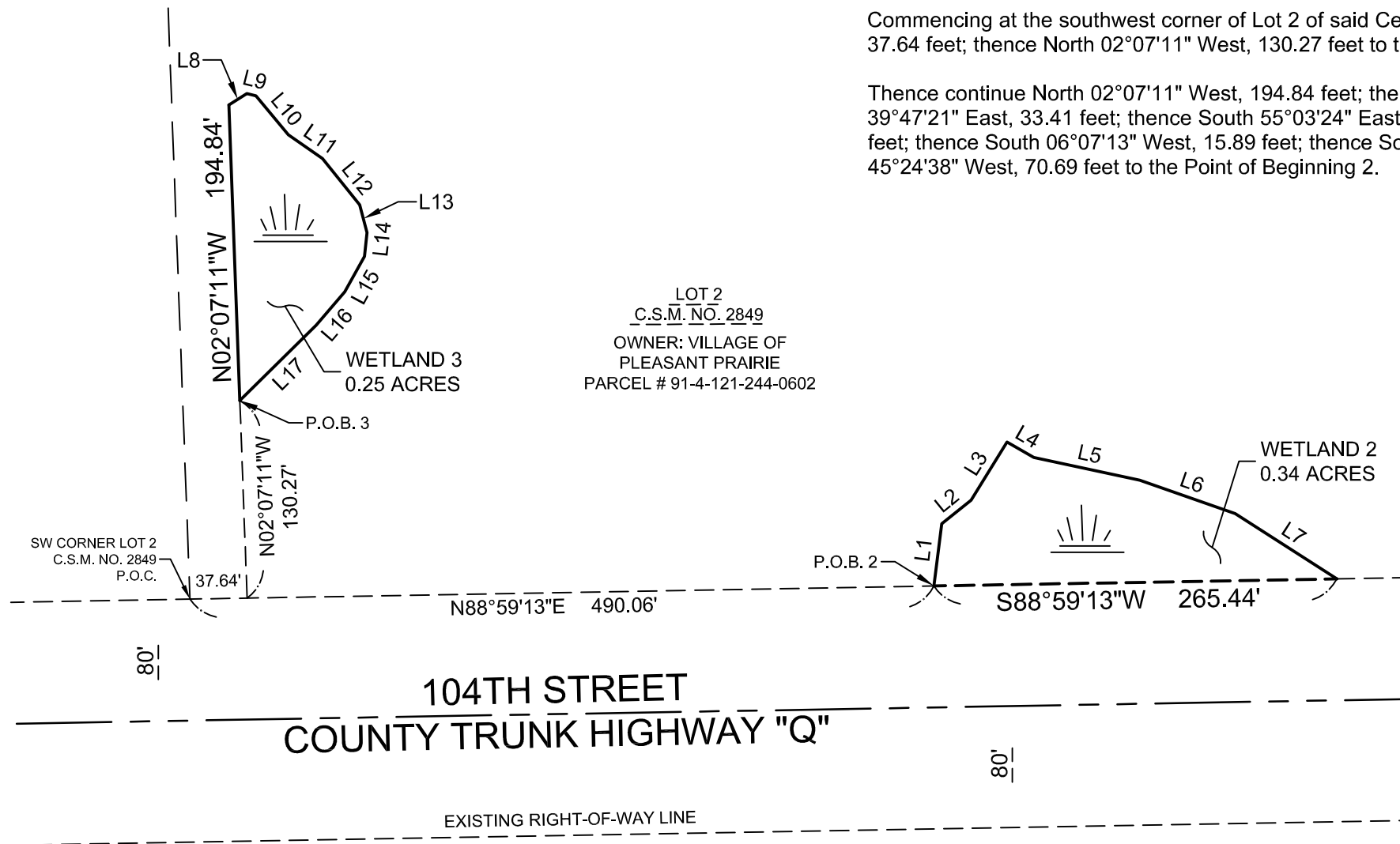
Thence North 07°12'47" East, 41.40 feet; thence North 51°10'06" East, 24.78 feet; thence North 31°38'16" East, 45.01 feet; thence South 59°50'21" East, 20.55 feet; thence South 77°57'21" East, 71.35 feet; thence South 70°41'45" East, 66.50 feet; thence South 57°16'22" East, 79.62 feet to the aforesaid south line of Lot 2; thence South 88°59'13" West along said south line, 265.44 feet to the Point of Beginning 2.

Wetland 3

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 88°59'13" East along the south line of said Lot 2, 37.64 feet; thence North 02°07'11" West, 130.27 feet to the Point of Beginning 3;

Thence continue North 02°07'11" West, 194.84 feet; thence North 57°03'01" East, 14.01 feet; thence South 75°49'18" East, 6.20 feet; thence South 39°47'21" East, 33.41 feet; thence South 55°03'24" East, 27.51 feet; thence South 38°48'40" East, 38.93 feet; thence South 14°47'42" East, 18.97 feet; thence South 06°07'13" West, 15.89 feet; thence South 28°54'28" West, 26.66 feet; thence South 40°35'58" West, 28.91 feet; thence South 45°24'38" West, 70.69 feet to the Point of Beginning 2.



NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

SHEET 1 OF 6

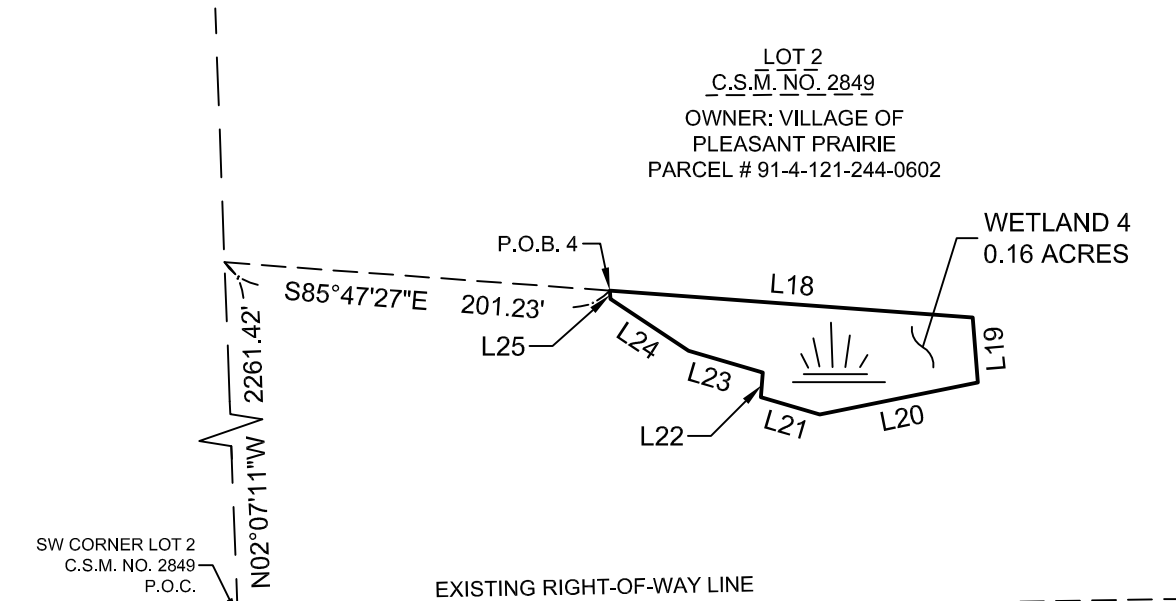
LEGAL DESCRIPTION:

Wetland 4

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 02°07'11" West along the west line of said Lot 2, 2261.42 feet; thence South 85°47'27" East, 201.23 feet to the Point of Beginning 4;

Thence continue South 85°47'27" East, 189.39 feet; thence South 04°36'57" East, 34.04 feet; thence South 78°33'20" West, 84.02 feet; thence North 73°27'07" West, 31.90 feet; thence North 04°07'58" East, 12.74 feet; thence North 73°30'44" West, 40.33 feet; thence North 56°32'34" West, 48.79 feet; thence North 03°05'59" West, 4.36 feet to the Point of Beginning 4.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L18	S85°47'27"E	189.39'
L19	S04°36'57"E	34.04'
L20	S78°33'20"W	84.02'
L21	N73°27'07"W	31.90'
L22	N04°07'58"E	12.74'
L23	N73°30'44"W	40.33'
L24	N56°32'34"W	48.79'
L25	N03°05'59"W	4.36'

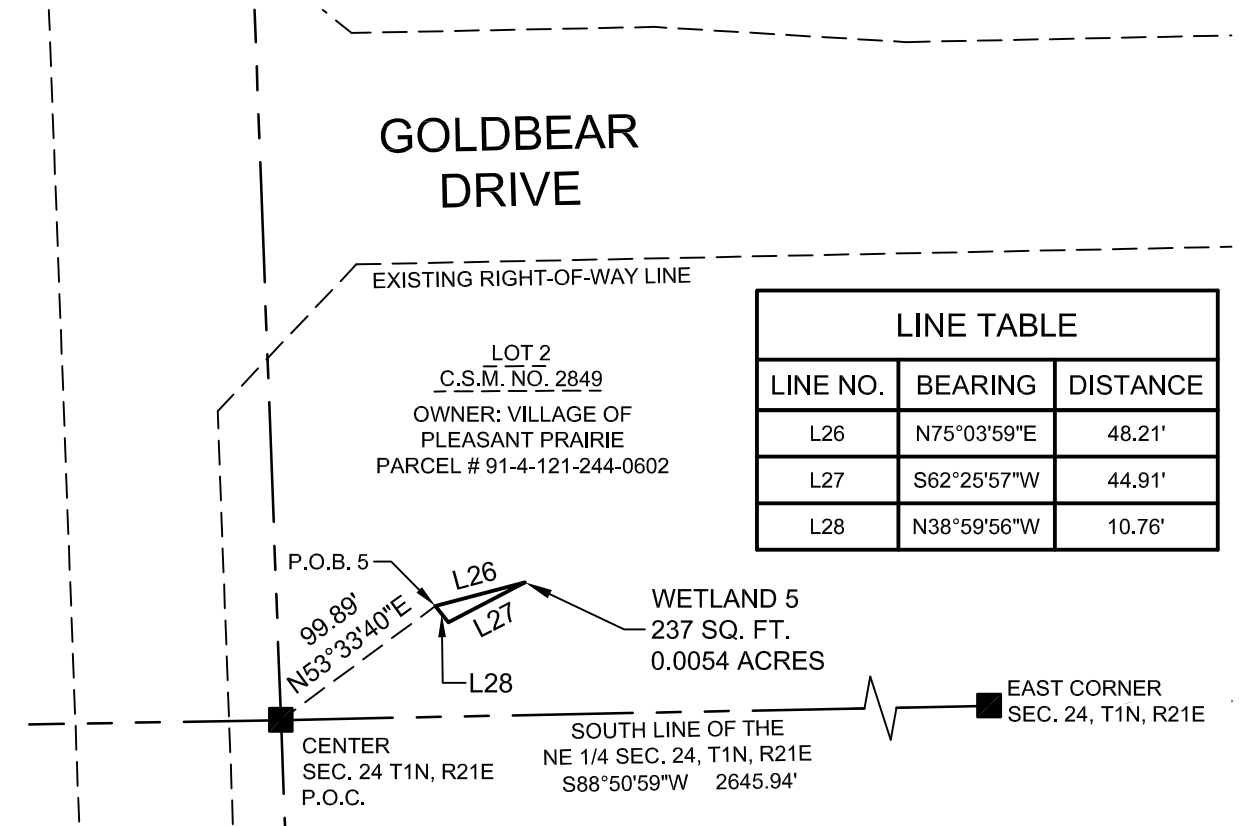
LEGAL DESCRIPTION:

Wetland 5

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southwest of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the center of said Section 24; thence North 53°33'40" East, 99.89 feet to the Point of Beginning 5;

Thence North 75°03'59" East, 48.21 feet; thence South 62°25'57" West, 44.91 feet; thence North 38°59'56" West, 10.76 feet to the Point of Beginning 5.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L26	N75°03'59"E	48.21'
L27	S62°25'57"W	44.91'
L28	N38°59'56"W	10.76'

NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

LEGAL DESCRIPTION:

Wetland 6

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1310.79 feet; thence South 01°09'01" East, 272.10 feet to the Point of Beginning 6;

Thence South 86°38'37" West, 31.31 feet; thence North 60°15'04" West, 23.74 feet; thence North 74°56'49" East, 26.30 feet; thence South 62°14'50" East, 15.22 feet; thence South 53°19'01" East, 16.22 feet to the Point of Beginning 6.

Wetland 7

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast of the Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 353.39 feet to the west right of way line of 120th Avenue and the Point of Beginning 7;

Thence the following courses along said west right of way line: South 88°50'59" West, 15.02 feet; South 02°16'15" East, 19.87 feet to a point on a curve; 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet; North 55°27'09" West, 20.00 feet to a point on a curve; 86.86 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 38°32'21" West, 86.79 feet; thence North 00°28'20" West, 8.80 feet; thence North 89°54'20" West, 32.78 feet; thence North 56°07'04" West, 33.41 feet; thence South 72°47'50" West, 34.03 feet; thence North 87°03'03" West, 77.67 feet; thence North 59°06'13" West, 21.98 feet; thence North 22°53'50" West, 20.97 feet; thence North 85°36'28" West, 81.20 feet; thence North 74°15'26" West, 34.07 feet; thence North 24°02'04" East, 66.72 feet; thence North 63°53'02" East, 19.63 feet; thence North 40°02'54" East, 91.56 feet; thence North 19°57'13" East, 106.58 feet; thence North 59°02'41" West, 27.88 feet; thence South 88°09'02" West, 27.24 feet; thence North 59°03'24" West, 41.17 feet; thence North 25°59'40" West, 33.95 feet; thence North 02°33'44" East, 61.00 feet; thence North 45°34'38" East, 51.38 feet; thence North 74°37'10" East, 17.90 feet; thence North 86°47'10" East, 371.54 feet; thence South 11°41'05" East, 48.20 feet; thence South 29°48'36" East, 31.03 feet to the aforesaid west right of way line; thence South 02°16'15" East along said west right of way line, 111.37 feet to the Point of Beginning 7.

Wetland 8

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 946.92 feet; thence South 01°09'01" East, 135.86 feet to the Point of Beginning 8;

Thence South 62°07'04" East, 36.36 feet; thence South 28°22'35" West, 42.41 feet; thence South 50°09'12" West, 18.41 feet; thence South 81°58'38" West, 29.30 feet; thence North 38°30'28" West, 34.62 feet; thence North 15°21'48" West, 11.23 feet; thence North 59°53'36" East, 64.38 feet to the Point of Beginning 8.

LEGAL DESCRIPTION:

Wetland 9

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1091.09 feet; thence South 01°09'01" East, 42.11 feet to the Point of Beginning 9;

Thence South 06°18'29" East, 26.39 feet; thence South 26°15'32" East, 58.03 feet; thence South 45°58'01" East, 57.50 feet; thence South 06°24'11" East, 38.00 feet; thence South 17°31'22" West, 23.93 feet; thence South 63°57'27" West, 27.66 feet; thence North 67°07'00" West, 71.81 feet; thence North 55°54'25" West, 101.23 feet; thence North 06°56'24" West, 26.46 feet; thence North 67°11'00" West, 18.79 feet; thence North 28°46'34" West, 16.30 feet; thence North 53°19'17" East, 42.17 feet; thence North 31°19'29" West, 18.76 feet; thence North 70°17'09" West, 20.26 feet; thence North 27°40'28" West, 25.57 feet; thence South 85°49'58" West, 31.17 feet; thence North 25°32'59" West, 12.44 feet; thence North 19°25'04" East, 11.47 feet; thence North 89°35'55" East, 37.35 feet; thence South 72°56'44" East, 27.90 feet; thence South 85°00'14" East, 61.92 feet; thence South 63°06'30" East, 26.67 feet to the Point of Beginning 9.

Wetland 10

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1441.50 feet; thence South 01°09'01" East, 24.19 feet to the Point of Beginning 10;

Thence South 72°05'33" East, 37.10 feet; thence South 85°35'22" East, 34.84 feet; thence South 62°48'06" East, 21.85 feet; thence South 34°40'53" East, 26.18 feet; thence South 02°41'00" West, 27.68 feet; thence South 27°21'48" West, 12.56 feet; thence North 37°05'45" West, 13.34 feet; thence North 08°56'29" West, 14.82 feet; thence North 60°11'10" West, 44.26 feet; thence South 79°15'03" West, 29.30 feet; thence North 76°52'15" West, 22.58 feet; thence North 60°32'42" West, 51.82 feet; thence North 31°50'38" West, 15.46 feet; thence South 88°47'22" East, 55.52 feet to the Point of Beginning 10.

SHEET 4 OF 6

LEGAL DESCRIPTION:

Wetland 11

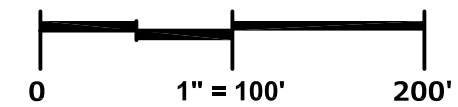
Being a part of Outlot 1 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 2849; thence North 02°16'15" West along the west line of said Outlot 1, 64.01 feet to the Point of Beginning 11;

Thence continuing North 02°16'15" West along said west line, 57.68 feet; thence North 71°15'11" East, 149.81 feet; thence North 60°28'13" East, 40.05 feet; thence North 49°22'44" East, 59.67 feet; thence South 04°07'52" East, 56.40 feet; thence South 00°13'57" West, 98.14 feet; thence South 82°10'20" West, 29.91 feet; thence South 87°42'39" West, 85.70 feet; thence South 88°41'00" West, 108.15 feet to the Point of Beginning 11.



GRAPHICAL SCALE (FEET)

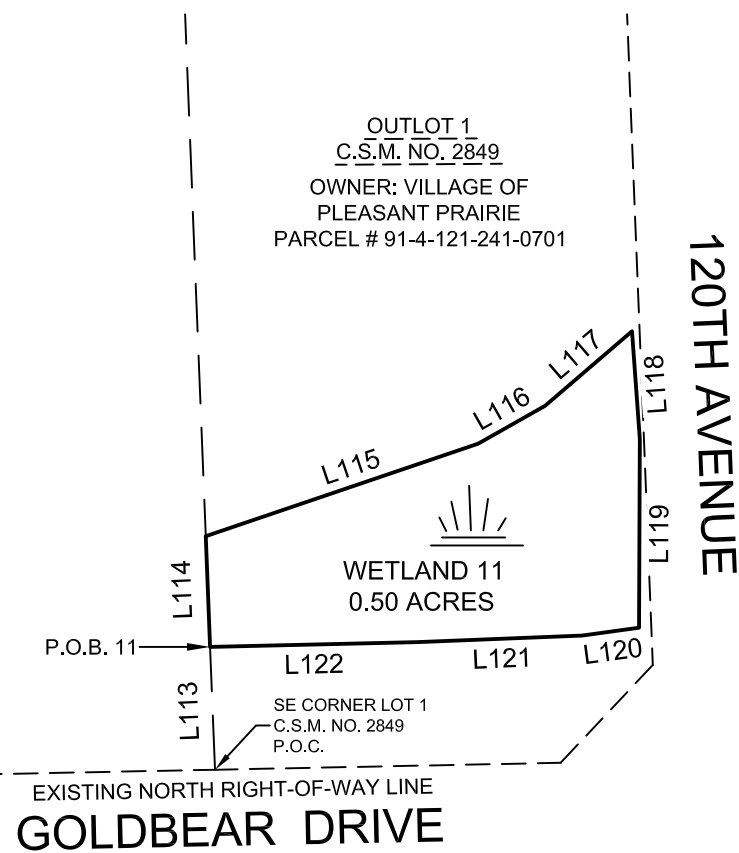


NOTE:

- Wetlands delineated by R. A. Smith National June 23, 2017.

LOT 1
C.S.M. NO. 2849
OWNER: HARIBO OF AMERICA
MANUFACTURING LLC
PARCEL # 91-4-121-241-0601

OUTLOT 1
C.S.M. NO. 2849
OWNER: VILLAGE OF
PLEASANT PRAIRIE
PARCEL # 91-4-121-241-0701



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L113	N02°16'15"W	64.01'
L114	N02°16'15"W	57.68'
L115	N71°15'11"E	149.81'
L116	N60°28'13"E	40.05'
L117	N49°22'44"E	59.67'
L118	S04°07'52"E	56.40'
L119	S00°13'57"W	98.14'
L120	S82°10'20"W	29.91'
L121	S87°42'39"W	85.70'
L122	S88°41'00"W	108.15'

LEGAL DESCRIPTION:

Wetland 19

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the south 1/4 corner of said Section 24; thence North 02°12'47" West along the west line of the Southeast 1/4 of said Section 24, 1784.97 feet to the Point of Beginning 19;

Thence North 85°19'22" West, 1.01 feet; thence North 18°01'12" East, 33.02 feet; thence North 38°03'06" East, 25.41 feet; thence North 61°13'06" East, 15.63 feet; thence South 77°52'11" East, 27.63 feet; thence South 15°43'06" East, 23.89 feet; thence South 81°14'51" West, 32.91 feet; thence South 49°02'37" West, 39.66 feet; thence North 85°19'22" West, 9.61 feet to the Point of Beginning 19.

Wetland 20

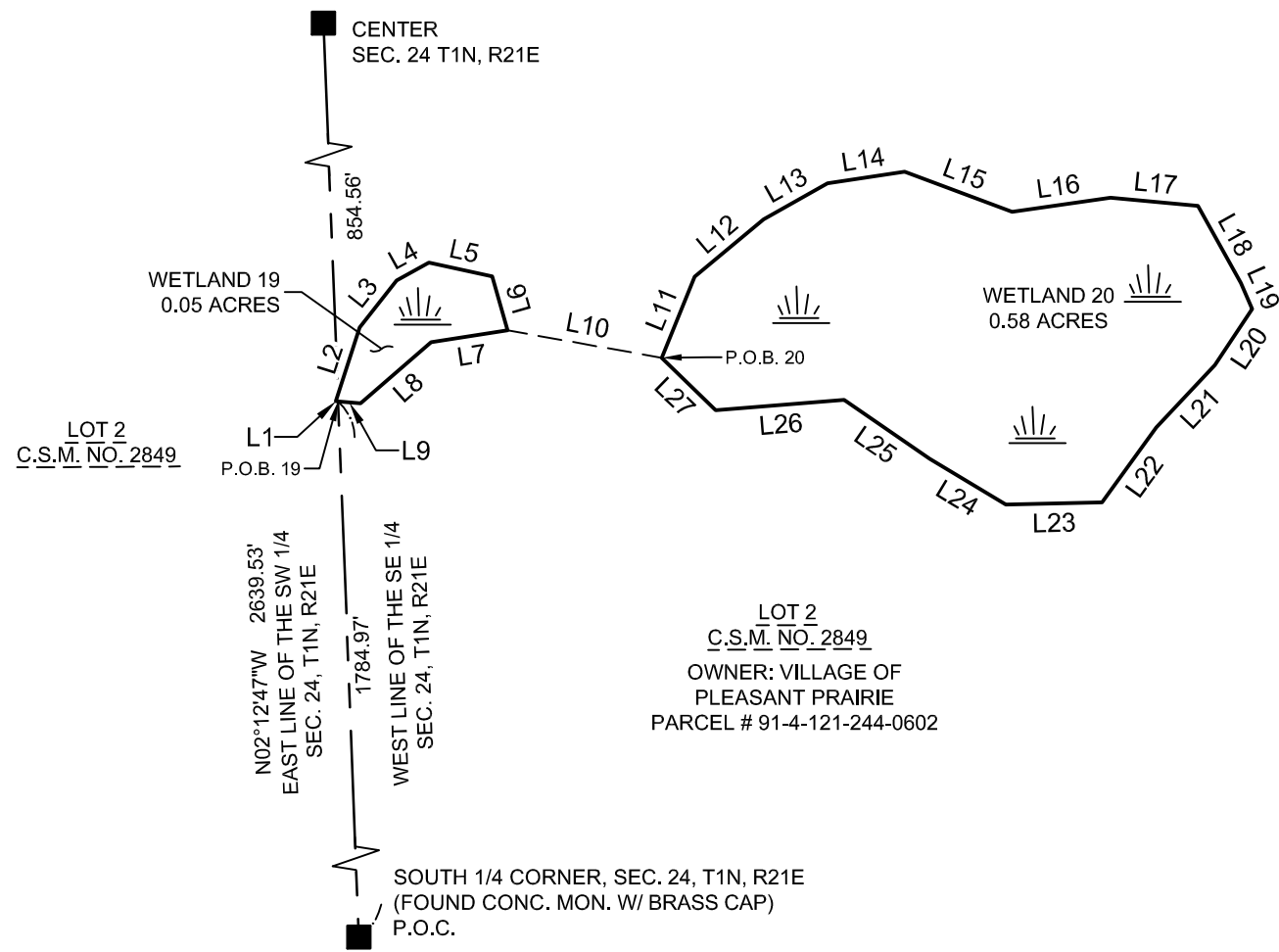
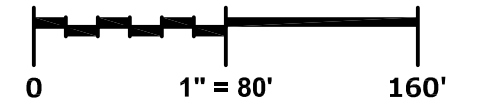
Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the south 1/4 corner of said Section 24; thence North 02°12'47" West along the west line of the Southeast 1/4 of said Section 24, 1784.97 feet; thence North 85°19'22" West, 1.01 feet; thence North 18°01'12" East, 33.02 feet; thence North 38°03'06" East, 25.41 feet; thence North 61°13'06" East, 15.63 feet; thence South 77°52'11" East, 27.63 feet; thence South 15°43'06" East, 23.89 feet; thence South 79°56'20" East, 66.66 feet to the Point of Beginning 20;

Thence North 22°07'02" East, 37.16 feet; thence North 50°07'49" East, 38.18 feet; thence North 60°42'15" East, 31.22 feet; thence North 81°25'29" East, 33.16 feet; thence South 69°35'45" East, 48.74 feet; thence North 81°49'31" East, 42.25 feet; thence South 84°35'27" East, 37.40 feet; thence South 29°00'42" East, 37.52 feet; thence South 23°52'43" East, 12.08 feet; thence South 33°43'45" West, 28.76 feet; thence South 43°13'16" West, 36.31 feet; thence South 35°52'44" West, 39.27 feet; thence South 88°33'27" West, 41.04 feet; thence North 58°52'34" West, 37.77 feet; thence North 55°32'19" West, 44.21 feet; thence South 85°27'37" West, 54.81 feet; thence North 45°42'21" West, 31.91 feet to the Point of Beginning 20.



GRAPHICAL SCALE (FEET)



LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N85°19'22"W	1.01'	L10	S79°56'20"E	66.66'
L2	N18°01'12"E	33.02'	L11	N22°07'02"E	37.16'
L3	N38°03'06"E	25.41'	L12	N50°07'49"E	38.18'
L4	N61°13'06"E	15.63'	L13	N60°42'15"E	31.22'
L5	S77°52'11"E	27.63'	L14	N81°25'29"E	33.16'
L6	S15°43'06"E	23.89'	L15	S69°35'45"E	48.74'
L7	S81°14'51"W	32.91'	L16	N81°49'31"E	42.25'
L8	S49°02'37"W	39.66'	L17	S84°35'27"E	37.40'
L9	N85°19'22"W	9.61'	L18	S29°00'42"E	37.52'
			L19	S23°52'43"E	12.08'
			L20	S33°43'45"W	28.76'
			L21	S43°13'16"W	36.31'
			L22	S35°52'44"W	39.27'
			L23	S88°33'27"W	41.04'
			L24	N58°52'34"W	37.77'
			L25	N55°32'19"W	44.21'
			L26	S85°27'37"W	54.81'
			L27	N45°42'21"W	31.91'

NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

ORD. # 18-26

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

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

The properties known as Outlot 1 of CSM 2849, Lots 1 and 2 of CSM _____ and Outlot 1 of CSM _____ located in U.S. Public Land Survey Section 24, Township 1 North, Range 21 East of the 4th Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Numbers 91-4-121-241-0701 and 91-4-121-244-0602 are hereby rezoned as follows: the wetland areas as shown and legally described on **Exhibit 1** on the properties are hereby rezoned into the C-1, Lowland Resource Conservancy District, the remainder of the lands within Outlot 1 of CSM 2849 and Outlot 1 of CSM _____ are hereby rezoned into PR-1, Neighborhood Park and Recreational District. Lots 1 and 2 of CSM _____, excluding any wetlands shown on Exhibit 1, will remain in the M-5, Production Manufacturing Zoning District. In addition, any lands zoned FPO, Floodplain Overlay District will remain unchanged.

The Village Zoning Administrator is hereby directed to record these Zoning Map Amendments on the appropriate sheets of the Official Village Zoning Map and Appendix B in Chapter 420 of the Village Municipal Code shall be updated to include said amendments.

Adopted this 18th day of June 2018.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

Jane C. Snell
Village Clerk

Posted: _____

26-Prairie Highlands wetland and outlot rezone
CODE1805-003

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

DESIGNED: AJS
REVIEWED: ARA

DRAWN: EP

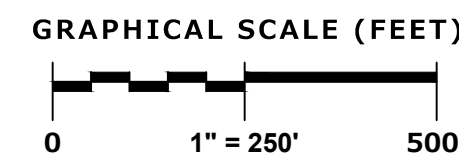
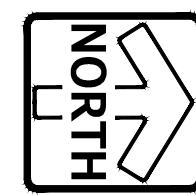
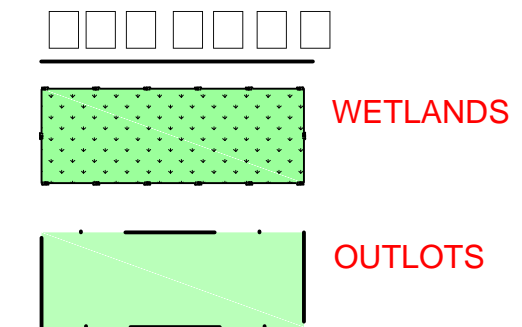
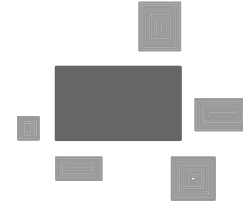


EXHIBIT 1


PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING
 CHICAGO | MILWAUKEE | NATIONWIDE
 WISCONSIN OFFICE:
 15850 W. BLUEMOUND ROAD
 BROOKFIELD, WI 53005
 (262) 754-8888

PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI

REVISIONS	

PEG JOB NO. 897.00 PEG PM ARA SAVE DATE 5/10/18 SCALE 1" = 250'	SHEET C-1 C-1
--------------------------------------------------------------------------	------------------------------------------

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N07°12'47"E	41.40'
L2	N51°10'06"E	24.78'
L3	N31°38'16"E	45.01'
L4	S59°50'21"E	20.55'
L5	S77°57'21"E	71.35'
L6	S70°41'45"E	66.50'
L7	S57°16'22"E	79.62'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L8	N57°03'01"E	14.01'
L9	S75°49'18"E	6.20'
L10	S39°47'21"E	33.41'
L11	S55°03'24"E	27.51'
L12	S38°48'40"E	38.93'
L13	S14°47'42"E	18.97'
L14	S06°07'13"W	15.89'
L15	S28°54'28"W	26.66'
L16	S40°35'58"W	28.91'
L17	S45°24'38"W	70.69'

LEGAL DESCRIPTION:

Wetland 2

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 88°59'13" East along the south line of said Lot 2, 490.06 feet to the Point of Beginning 2;

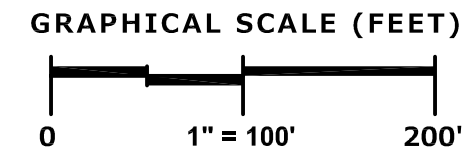
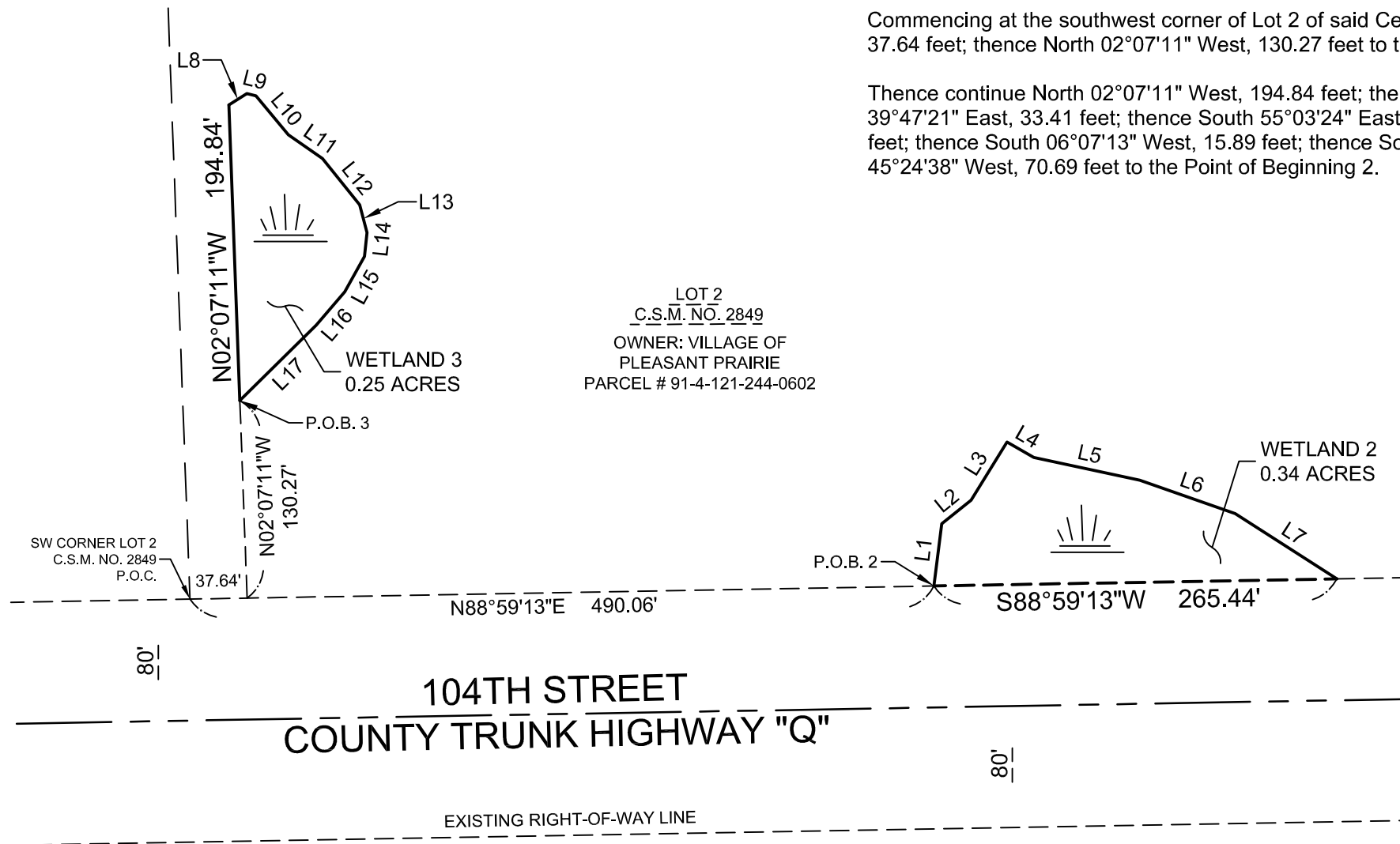
Thence North 07°12'47" East, 41.40 feet; thence North 51°10'06" East, 24.78 feet; thence North 31°38'16" East, 45.01 feet; thence South 59°50'21" East, 20.55 feet; thence South 77°57'21" East, 71.35 feet; thence South 70°41'45" East, 66.50 feet; thence South 57°16'22" East, 79.62 feet to the aforesaid south line of Lot 2; thence South 88°59'13" West along said south line, 265.44 feet to the Point of Beginning 2.

Wetland 3

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 88°59'13" East along the south line of said Lot 2, 37.64 feet; thence North 02°07'11" West, 130.27 feet to the Point of Beginning 3;

Thence continue North 02°07'11" West, 194.84 feet; thence North 57°03'01" East, 14.01 feet; thence South 75°49'18" East, 6.20 feet; thence South 39°47'21" East, 33.41 feet; thence South 55°03'24" East, 27.51 feet; thence South 38°48'40" East, 38.93 feet; thence South 14°47'42" East, 18.97 feet; thence South 06°07'13" West, 15.89 feet; thence South 28°54'28" West, 26.66 feet; thence South 40°35'58" West, 28.91 feet; thence South 45°24'38" West, 70.69 feet to the Point of Beginning 2.



NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

SHEET 1 OF 6

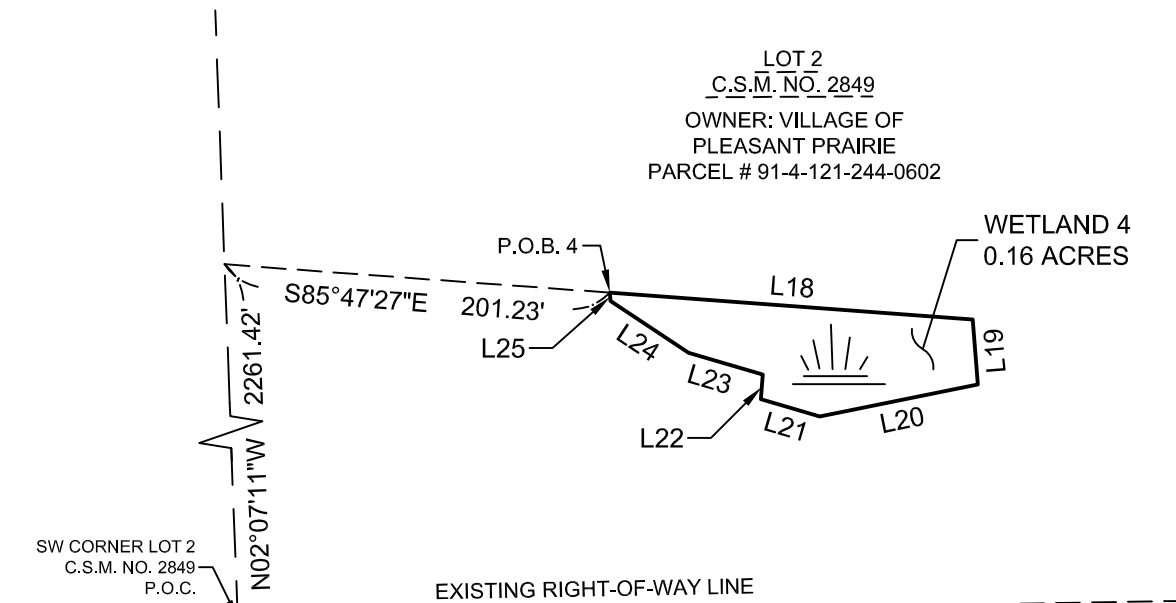
LEGAL DESCRIPTION:

Wetland 4

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

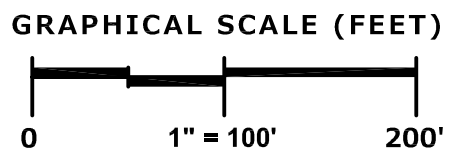
Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 02°07'11" West along the west line of said Lot 2, 2261.42 feet; thence South 85°47'27" East, 201.23 feet to the Point of Beginning 4;

Thence continue South 85°47'27" East, 189.39 feet; thence South 04°36'57" East, 34.04 feet; thence South 78°33'20" West, 84.02 feet; thence North 73°27'07" West, 31.90 feet; thence North 04°07'58" East, 12.74 feet; thence North 73°30'44" West, 40.33 feet; thence North 56°32'34" West, 48.79 feet; thence North 03°05'59" West, 4.36 feet to the Point of Beginning 4.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L18	S85°47'27"E	189.39'
L19	S04°36'57"E	34.04'
L20	S78°33'20"W	84.02'
L21	N73°27'07"W	31.90'
L22	N04°07'58"E	12.74'
L23	N73°30'44"W	40.33'
L24	N56°32'34"W	48.79'
L25	N03°05'59"W	4.36'

104TH STREET
COUNTY TRUNK HIGHWAY "Q"



NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

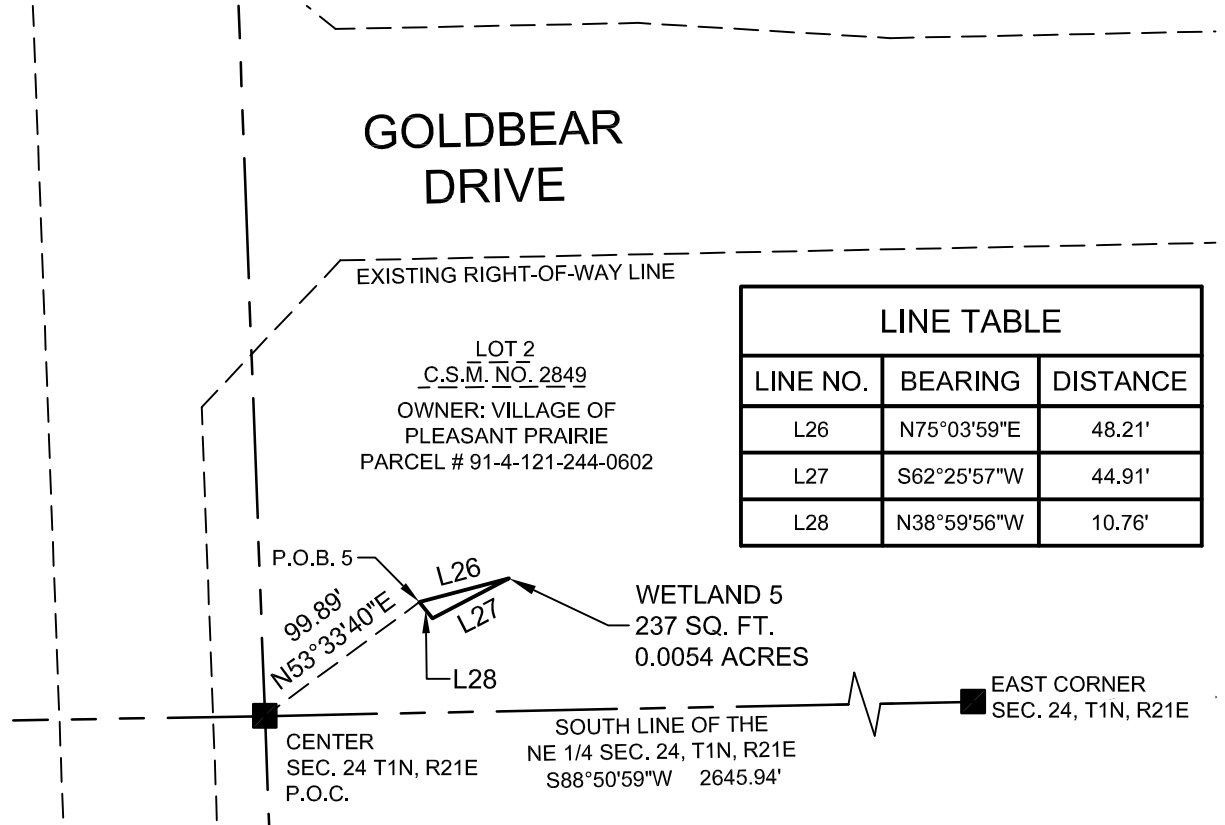
LEGAL DESCRIPTION:

Wetland 5

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southwest of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the center of said Section 24; thence North 53°33'40" East, 99.89 feet to the Point of Beginning 5;

Thence North 75°03'59" East, 48.21 feet; thence South 62°25'57" West, 44.91 feet; thence North 38°59'56" West, 10.76 feet to the Point of Beginning 5.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L26	N75°03'59"E	48.21'
L27	S62°25'57"W	44.91'
L28	N38°59'56"W	10.76'

GOLDBEAR
DRIVE

SHEET 2 OF 6

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L29	S88°50'59"W	15.02'
L30	S02°16'15"E	19.87'
L31	N55°27'09"W	20.00'
L32	N00°28'20"W	8.80'
L33	N89°54'20"W	32.78'
L34	N56°07'04"W	33.41'
L35	S72°47'50"W	34.03'
L36	N87°03'03"W	77.67'
L37	N59°06'13"W	21.98'
L38	N22°53'50"W	20.97'
L39	N85°36'28"W	81.20'
L40	N74°15'26"W	34.07'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L41	N24°02'04"E	66.72'
L42	N63°53'02"E	19.63'
L43	N40°02'54"E	91.56'
L44	N19°57'13"E	106.58'
L45	N59°02'41"W	27.88'
L46	S88°09'02"W	27.24'
L47	N59°03'24"W	41.17'
L48	N25°59'40"W	33.95'
L49	N02°33'44"E	61.00'
L50	N45°34'38"E	51.38'
L51	N74°37'10"E	17.90'
L52	N86°47'10"E	371.54'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L53	S11°41'05"E	48.20'
L54	S29°48'36"E	31.03'
L55	S02°16'15"E	111.37'
L56	S62°07'04"E	36.36'
L57	S28°22'35"W	42.41'
L58	S50°09'12"W	18.41'
L59	S81°58'38"W	29.30'
L60	N38°30'28"W	34.62'
L61	N15°21'48"W	11.23'
L62	N59°53'36"E	64.38'

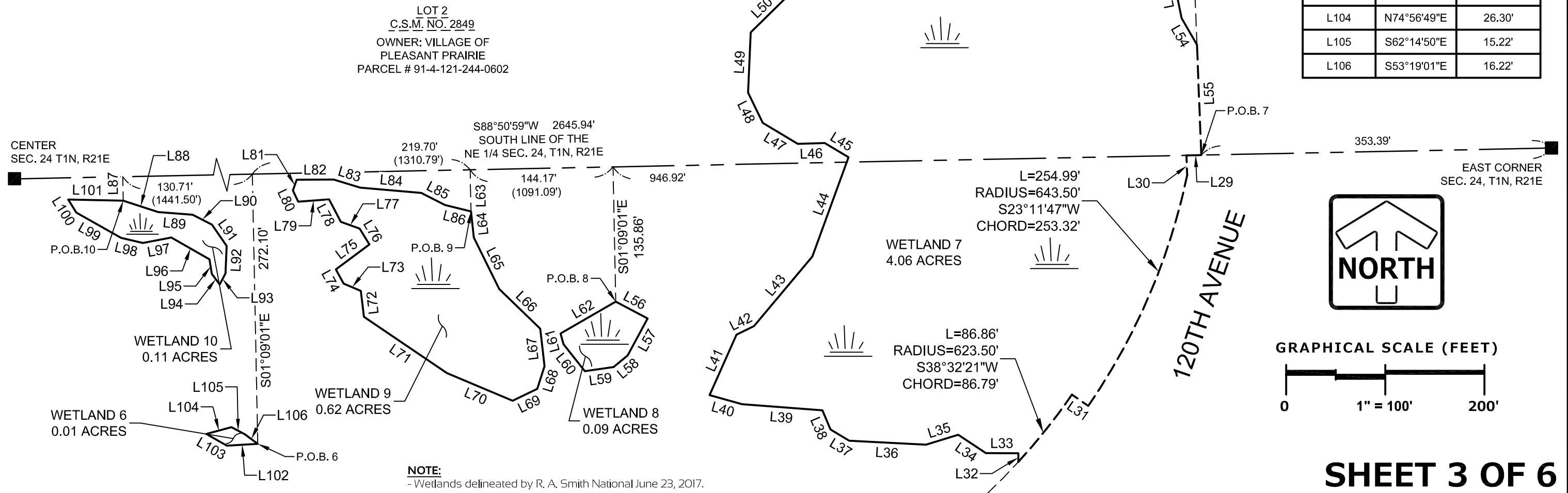
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L63	S01°09'01"E	42.11'
L64	S06°18'29"E	26.39'
L65	S26°15'32"E	58.03'
L66	S45°58'01"E	57.50'
L67	S06°24'11"E	38.00'
L68	S17°31'22"W	23.93'
L69	S63°57'27"W	27.66'
L70	N67°07'00"W	71.81'
L71	N55°54'25"W	101.23'
L72	N06°56'24"W	26.46'
L73	N67°11'00"W	18.79'
L74	N28°46'34"W	16.30'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L75	N53°19'17"E	42.17'
L76	N31°19'29"W	18.76'
L77	N70°17'09"W	20.26'
L78	N27°40'28"W	25.57'
L79	S85°49'58"W	31.17'
L80	N25°32'59"W	12.44'
L81	N19°25'04"E	11.47'
L82	N89°35'55"E	37.35'
L83	S72°56'44"E	27.90'
L84	S85°00'14"E	61.92'
L85	S63°06'30"E	26.67'
L86	S75°49'30"E	27.12'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L87	S01°09'01"E	24.19'
L88	S72°05'33"E	37.10'
L89	S85°35'22"E	34.84'
L90	S62°48'06"E	21.85'
L91	S34°40'53"E	26.18'
L92	S02°41'00"W	27.68'
L93	S27°21'48"W	12.56'
L94	N37°05'45"W	13.34'
L95	N08°56'29"W	14.82'
L96	N60°11'10"W	44.26'
L97	S79°15'03"W	29.30'
L98	N76°52'15"W	22.58'
L99	N60°32'42"W	51.82'
L100	N31°50'38"W	15.46'
L101	S88°47'22"E	55.52'
L102	S86°38'37"W	31.31'
L103	N60°15'04"W	23.74'
L104	N74°56'49"E	26.30'
L105	S62°14'50"E	15.22'
L106	S53°19'01"E	16.22'

GOLDBEAR DRIVE

EXISTING SOUTH RIGHT-OF-WAY LINE



LEGAL DESCRIPTION:

Wetland 6

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1310.79 feet; thence South 01°09'01" East, 272.10 feet to the Point of Beginning 6;

Thence South 86°38'37" West, 31.31 feet; thence North 60°15'04" West, 23.74 feet; thence North 74°56'49" East, 26.30 feet; thence South 62°14'50" East, 15.22 feet; thence South 53°19'01" East, 16.22 feet to the Point of Beginning 6.

Wetland 7

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast of the Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 353.39 feet to the west right of way line of 120th Avenue and the Point of Beginning 7;

Thence the following courses along said west right of way line: South 88°50'59" West, 15.02 feet; South 02°16'15" East, 19.87 feet to a point on a curve; 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet; North 55°27'09" West, 20.00 feet to a point on a curve; 86.86 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 38°32'21" West, 86.79 feet; thence North 00°28'20" West, 8.80 feet; thence North 89°54'20" West, 32.78 feet; thence North 56°07'04" West, 33.41 feet; thence South 72°47'50" West, 34.03 feet; thence North 87°03'03" West, 77.67 feet; thence North 59°06'13" West, 21.98 feet; thence North 22°53'50" West, 20.97 feet; thence North 85°36'28" West, 81.20 feet; thence North 74°15'26" West, 34.07 feet; thence North 24°02'04" East, 66.72 feet; thence North 63°53'02" East, 19.63 feet; thence North 40°02'54" East, 91.56 feet; thence North 19°57'13" East, 106.58 feet; thence North 59°02'41" West, 27.88 feet; thence South 88°09'02" West, 27.24 feet; thence North 59°03'24" West, 41.17 feet; thence North 25°59'40" West, 33.95 feet; thence North 02°33'44" East, 61.00 feet; thence North 45°34'38" East, 51.38 feet; thence North 74°37'10" East, 17.90 feet; thence North 86°47'10" East, 371.54 feet; thence South 11°41'05" East, 48.20 feet; thence South 29°48'36" East, 31.03 feet to the aforesaid west right of way line; thence South 02°16'15" East along said west right of way line, 111.37 feet to the Point of Beginning 7.

Wetland 8

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 946.92 feet; thence South 01°09'01" East, 135.86 feet to the Point of Beginning 8;

Thence South 62°07'04" East, 36.36 feet; thence South 28°22'35" West, 42.41 feet; thence South 50°09'12" West, 18.41 feet; thence South 81°58'38" West, 29.30 feet; thence North 38°30'28" West, 34.62 feet; thence North 15°21'48" West, 11.23 feet; thence North 59°53'36" East, 64.38 feet to the Point of Beginning 8.

LEGAL DESCRIPTION:

Wetland 9

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1091.09 feet; thence South 01°09'01" East, 42.11 feet to the Point of Beginning 9;

Thence South 06°18'29" East, 26.39 feet; thence South 26°15'32" East, 58.03 feet; thence South 45°58'01" East, 57.50 feet; thence South 06°24'11" East, 38.00 feet; thence South 17°31'22" West, 23.93 feet; thence South 63°57'27" West, 27.66 feet; thence North 67°07'00" West, 71.81 feet; thence North 55°54'25" West, 101.23 feet; thence North 06°56'24" West, 26.46 feet; thence North 67°11'00" West, 18.79 feet; thence North 28°46'34" West, 16.30 feet; thence North 53°19'17" East, 42.17 feet; thence North 31°19'29" West, 18.76 feet; thence North 70°17'09" West, 20.26 feet; thence North 27°40'28" West, 25.57 feet; thence South 85°49'58" West, 31.17 feet; thence North 25°32'59" West, 12.44 feet; thence North 19°25'04" East, 11.47 feet; thence North 89°35'55" East, 37.35 feet; thence South 72°56'44" East, 27.90 feet; thence South 85°00'14" East, 61.92 feet; thence South 63°06'30" East, 26.67 feet to the Point of Beginning 9.

Wetland 10

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1441.50 feet; thence South 01°09'01" East, 24.19 feet to the Point of Beginning 10;

Thence South 72°05'33" East, 37.10 feet; thence South 85°35'22" East, 34.84 feet; thence South 62°48'06" East, 21.85 feet; thence South 34°40'53" East, 26.18 feet; thence South 02°41'00" West, 27.68 feet; thence South 27°21'48" West, 12.56 feet; thence North 37°05'45" West, 13.34 feet; thence North 08°56'29" West, 14.82 feet; thence North 60°11'10" West, 44.26 feet; thence South 79°15'03" West, 29.30 feet; thence North 76°52'15" West, 22.58 feet; thence North 60°32'42" West, 51.82 feet; thence North 31°50'38" West, 15.46 feet; thence South 88°47'22" East, 55.52 feet to the Point of Beginning 10.

SHEET 4 OF 6

LEGAL DESCRIPTION:

Wetland 11

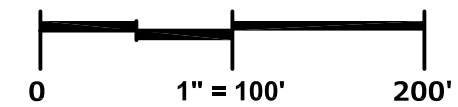
Being a part of Outlot 1 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 2849; thence North 02°16'15" West along the west line of said Outlot 1, 64.01 feet to the Point of Beginning 11;

Thence continuing North 02°16'15" West along said west line, 57.68 feet; thence North 71°15'11" East, 149.81 feet; thence North 60°28'13" East, 40.05 feet; thence North 49°22'44" East, 59.67 feet; thence South 04°07'52" East, 56.40 feet; thence South 00°13'57" West, 98.14 feet; thence South 82°10'20" West, 29.91 feet; thence South 87°42'39" West, 85.70 feet; thence South 88°41'00" West, 108.15 feet to the Point of Beginning 11.



GRAPHICAL SCALE (FEET)

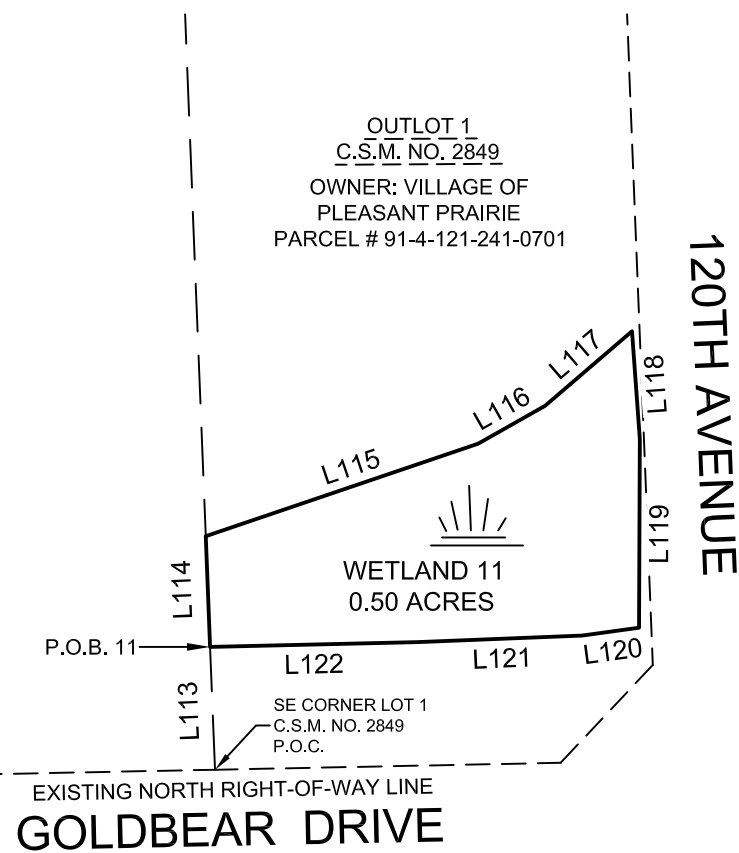


NOTE:

- Wetlands delineated by R. A. Smith National June 23, 2017.

LOT 1
C.S.M. NO. 2849
OWNER: HARIBO OF AMERICA
MANUFACTURING LLC
PARCEL # 91-4-121-241-0601

OUTLOT 1
C.S.M. NO. 2849
OWNER: VILLAGE OF
PLEASANT PRAIRIE
PARCEL # 91-4-121-241-0701



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L113	N02°16'15"W	64.01'
L114	N02°16'15"W	57.68'
L115	N71°15'11"E	149.81'
L116	N60°28'13"E	40.05'
L117	N49°22'44"E	59.67'
L118	S04°07'52"E	56.40'
L119	S00°13'57"W	98.14'
L120	S82°10'20"W	29.91'
L121	S87°42'39"W	85.70'
L122	S88°41'00"W	108.15'

LEGAL DESCRIPTION:

Wetland 19

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the south 1/4 corner of said Section 24; thence North 02°12'47" West along the west line of the Southeast 1/4 of said Section 24, 1784.97 feet to the Point of Beginning 19;

Thence North 85°19'22" West, 1.01 feet; thence North 18°01'12" East, 33.02 feet; thence North 38°03'06" East, 25.41 feet; thence North 61°13'06" East, 15.63 feet; thence South 77°52'11" East, 27.63 feet; thence South 15°43'06" East, 23.89 feet; thence South 81°14'51" West, 32.91 feet; thence South 49°02'37" West, 39.66 feet; thence North 85°19'22" West, 9.61 feet to the Point of Beginning 19.

Wetland 20

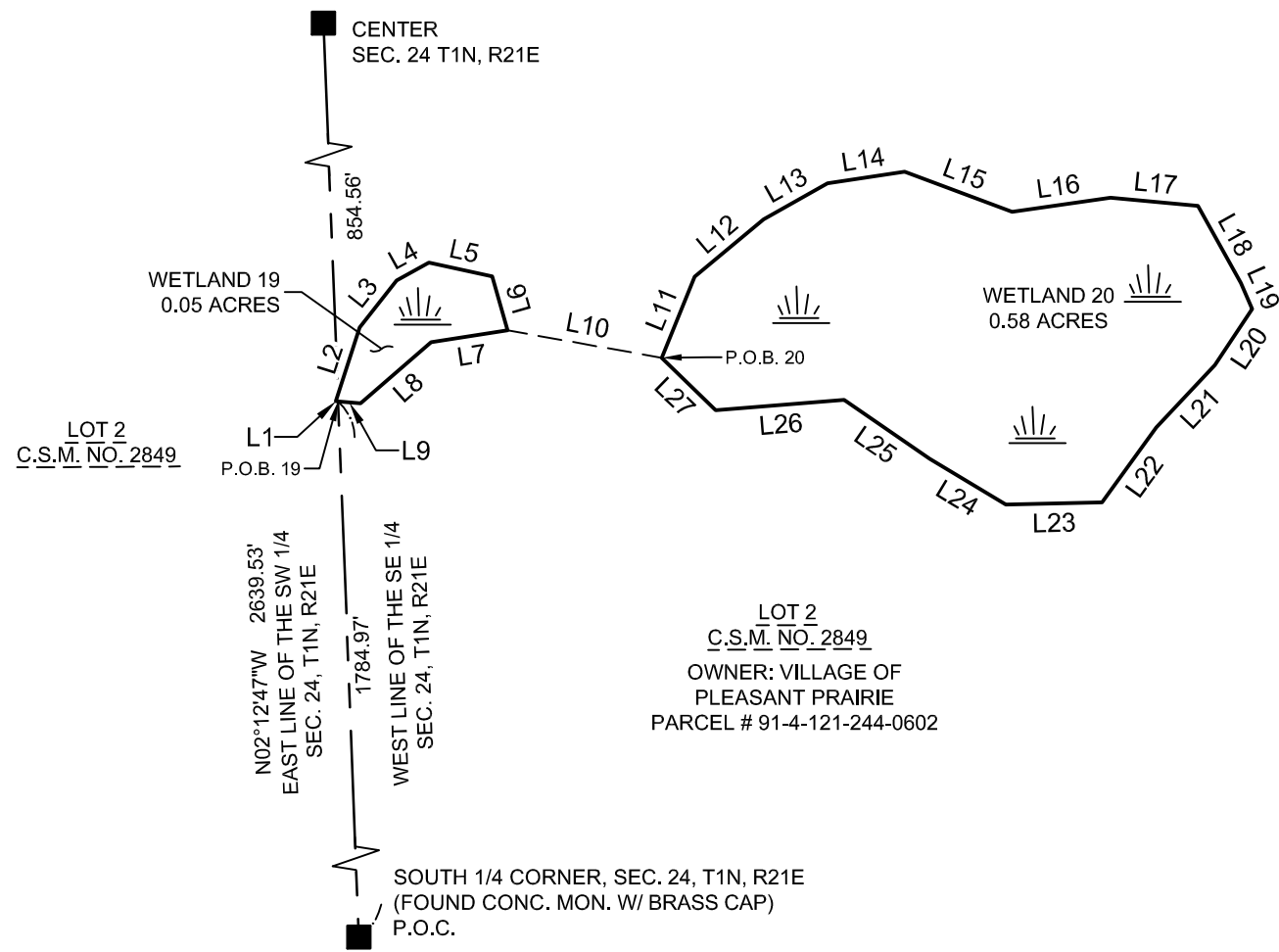
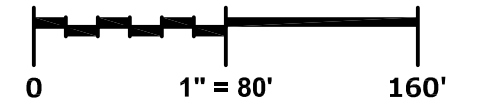
Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the south 1/4 corner of said Section 24; thence North 02°12'47" West along the west line of the Southeast 1/4 of said Section 24, 1784.97 feet; thence North 85°19'22" West, 1.01 feet; thence North 18°01'12" East, 33.02 feet; thence North 38°03'06" East, 25.41 feet; thence North 61°13'06" East, 15.63 feet; thence South 77°52'11" East, 27.63 feet; thence South 15°43'06" East, 23.89 feet; thence South 79°56'20" East, 66.66 feet to the Point of Beginning 20;

Thence North 22°07'02" East, 37.16 feet; thence North 50°07'49" East, 38.18 feet; thence North 60°42'15" East, 31.22 feet; thence North 81°25'29" East, 33.16 feet; thence South 69°35'45" East, 48.74 feet; thence North 81°49'31" East, 42.25 feet; thence South 84°35'27" East, 37.40 feet; thence South 29°00'42" East, 37.52 feet; thence South 23°52'43" East, 12.08 feet; thence South 33°43'45" West, 28.76 feet; thence South 43°13'16" West, 36.31 feet; thence South 35°52'44" West, 39.27 feet; thence South 88°33'27" West, 41.04 feet; thence North 58°52'34" West, 37.77 feet; thence North 55°32'19" West, 44.21 feet; thence South 85°27'37" West, 54.81 feet; thence North 45°42'21" West, 31.91 feet to the Point of Beginning 20.



GRAPHICAL SCALE (FEET)

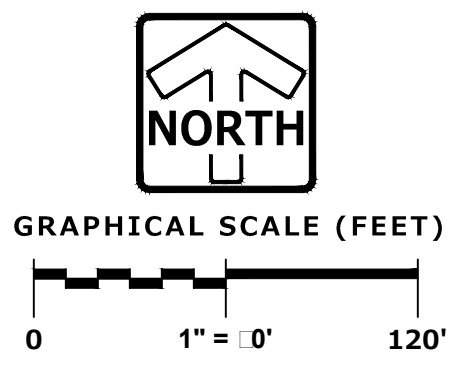
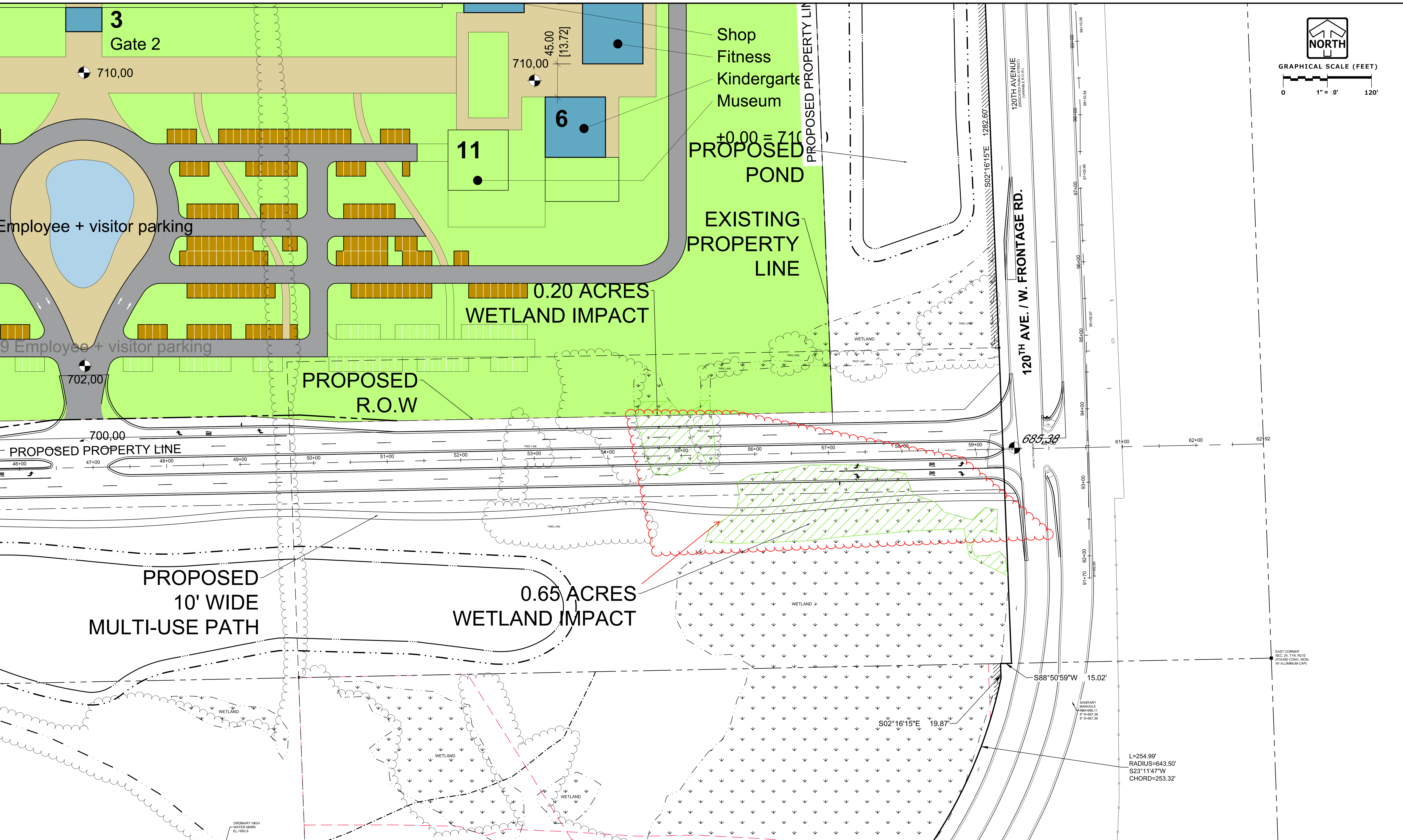


LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N85°19'22"W	1.01'	L10	S79°56'20"E	66.66'
L2	N18°01'12"E	33.02'	L11	N22°07'02"E	37.16'
L3	N38°03'06"E	25.41'	L12	N50°07'49"E	38.18'
L4	N61°13'06"E	15.63'	L13	N60°42'15"E	31.22'
L5	S77°52'11"E	27.63'	L14	N81°25'29"E	33.16'
L6	S15°43'06"E	23.89'	L15	S69°35'45"E	48.74'
L7	S81°14'51"W	32.91'	L16	N81°49'31"E	42.25'
L8	S49°02'37"W	39.66'	L17	S84°35'27"E	37.40'
L9	N85°19'22"W	9.61'	L18	S29°00'42"E	37.52'
			L19	S23°52'43"E	12.08'
			L20	S33°43'45"W	28.76'
			L21	S43°13'16"W	36.31'
			L22	S35°52'44"W	39.27'
			L23	S88°33'27"W	41.04'
			L24	N58°52'34"W	37.77'
			L25	N55°32'19"W	44.21'
			L26	S85°27'37"W	54.81'
			L27	N45°42'21"W	31.91'

NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

DRAFTED: CPT
DESIGNED: CPT
REVIEWED:



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING
www.pinnacle-engr.com
WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

PRAIRIE HIGHLANDS
PLEASANT PRAIRIE

ALTERNATIVE 1

REVISIONS		SHEET
		1
		1

REG. JOB NO. 897.00-WI
REG. P.M. NC
START DATE 3/1/2018
SCALE 1"=80'
© COPYRIGHT 2017



CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: Prairie Highlands Corporate Park

Legal Description: Lot 2 of CSM 2849

Tax Parcel Number(s): 91-4-121-241-0602

Existing Zoning District(s): M-5, C-1, FPO

Select all that apply:

- The property abuts or adjoins State Trunk Highway 120th Ave (West Frontage Rd)
- The property abuts or adjoins County Trunk Highway CTH Q
- Municipal Sanitary Sewer is available to service said property
- Municipal Water is available to service said property

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:

Tom Shircel, Assistant Village Administrator

Print Name: Village of Pleasant Prairie

Signature: [Handwritten Signature]

Address: 9915 39th Avenue

Pleasant Prairie WI 53158

(City) (State) (Zip)

Phone: 262-694-1400

Fax: _____

Email: _____

Date 5-3-18

APPLICANT/AGENT:

Print Name: _____

Signature: _____

Address: _____

(City) (State) (Zip)

Phone: _____

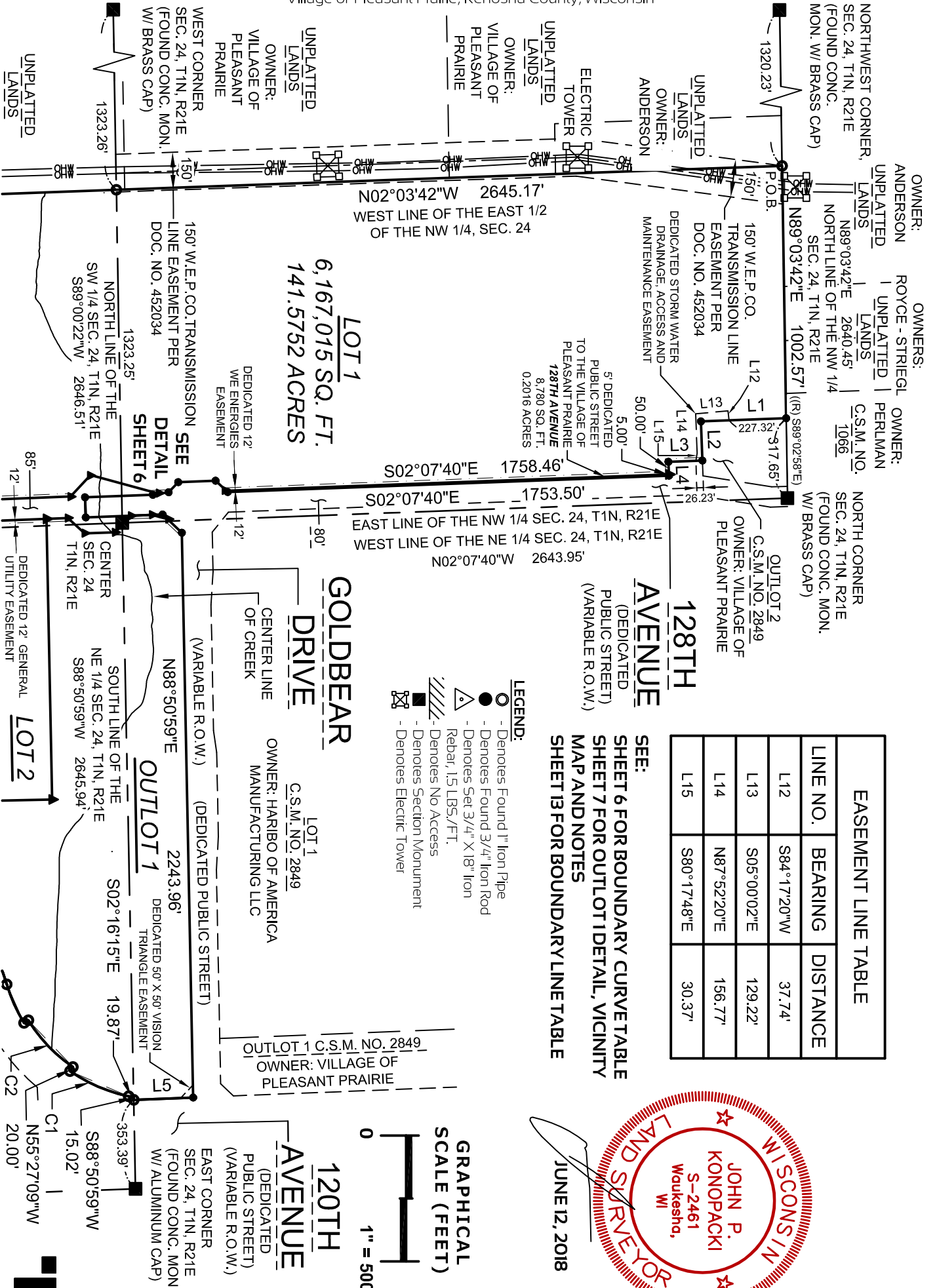
Fax: _____

Email: _____

Date: _____

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

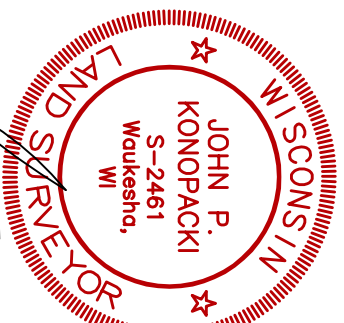


OWNERS:
 ANDERSON UNPLATTED LANDS
 ROYCE - STRIEGL UNPLATTED LANDS
 PERLMAN UNPLATTED LANDS
 C.S.M. NO. 1066
 NORTH CORNER SEC. 24, T1N, R21E (FOUND CONC. MON. W/ BRASS CAP)
 NORTH LINE OF THE NW 1/4 SEC. 24, T1N, R21E
 N89°03'42"E 2640.45'
 N89°03'42"E 1002.57' (R) S89°02'58"E
 WEST CORNER SEC. 24, T1N, R21E (FOUND CONC. MON. W/ BRASS CAP)
 WEST LINE OF THE NE 1/4 SEC. 24, T1N, R21E
 N02°07'40"W 2643.95'

EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L12	S84°17'20"W	37.74'
L13	S05°00'02"E	129.22'
L14	N87°52'20"E	156.77'
L15	S80°17'48"E	30.37'

SEE:
 SHEET 6 FOR BOUNDARY CURVE TABLE
 SHEET 7 FOR OUTLOT 1 DETAIL, VICINITY
 MAP AND NOTES
 SHEET 13 FOR BOUNDARY LINE TABLE

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - △ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - ▭ - Denotes No Access
 - - Denotes Section Monument
 - ⊠ - Denotes Electric Tower



JUNE 12, 2018

GRAPHICAL SCALE (FEET)
 0 1" = 500'



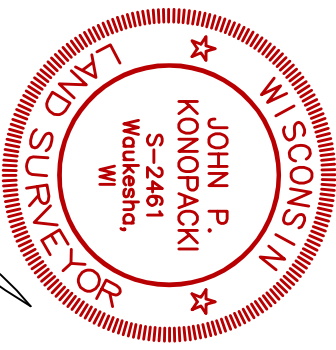
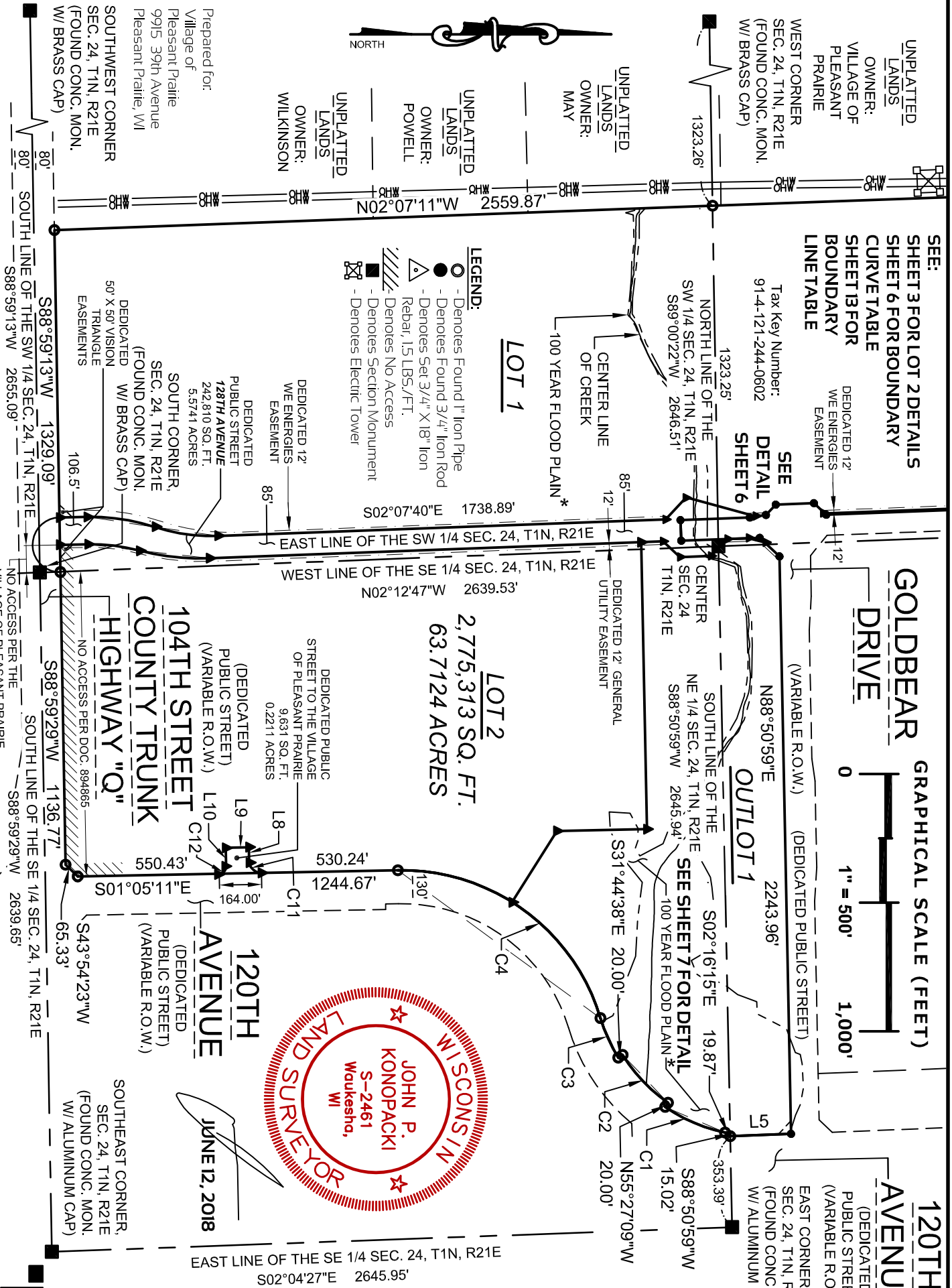
Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD I SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

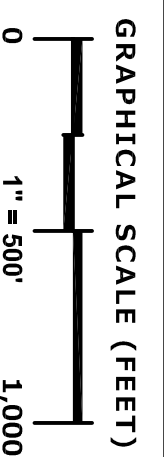
PEG JOB#897.00
 SHEET 1 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



SEE: SHEET 3 FOR LOT 2 DETAILS
SHEET 6 FOR BOUNDARY
CURVE TABLE
SHEET 13 FOR
BOUNDARY
LINE TABLE



120TH AVENUE
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - △ - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
 - - - - Denotes No Access
 - ▨ - Denotes Section Monument
 - ⊠ - Denotes Electric Tower
- UNPLATTED LANDS
OWNER: MAY
- UNPLATTED LANDS
OWNER: POWELL
- UNPLATTED LANDS
OWNER: WILKINSON

Prepared for:
Village of
Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI

SOUTHWEST CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

DEDICATED 12' WE ENERGIES EASEMENT

DEDICATED 12' WE ENERGIES EASEMENT

DEDICATED 12' WE ENERGIES EASEMENT

DEDICATED PUBLIC STREET
128TH AVENUE
242,810 SQ. FT.
5.5741 ACRES

SOUTH CORNER,
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

DEDICATED PUBLIC STREET TO THE VILLAGE OF PLEASANT PRAIRIE
9,631 SQ. FT.
0.2211 ACRES

104TH STREET
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

COUNTY TRUNK
HIGHWAY "Q"

DEDICATED PUBLIC STREET
120TH AVENUE
(VARIABLE R.O.W.)

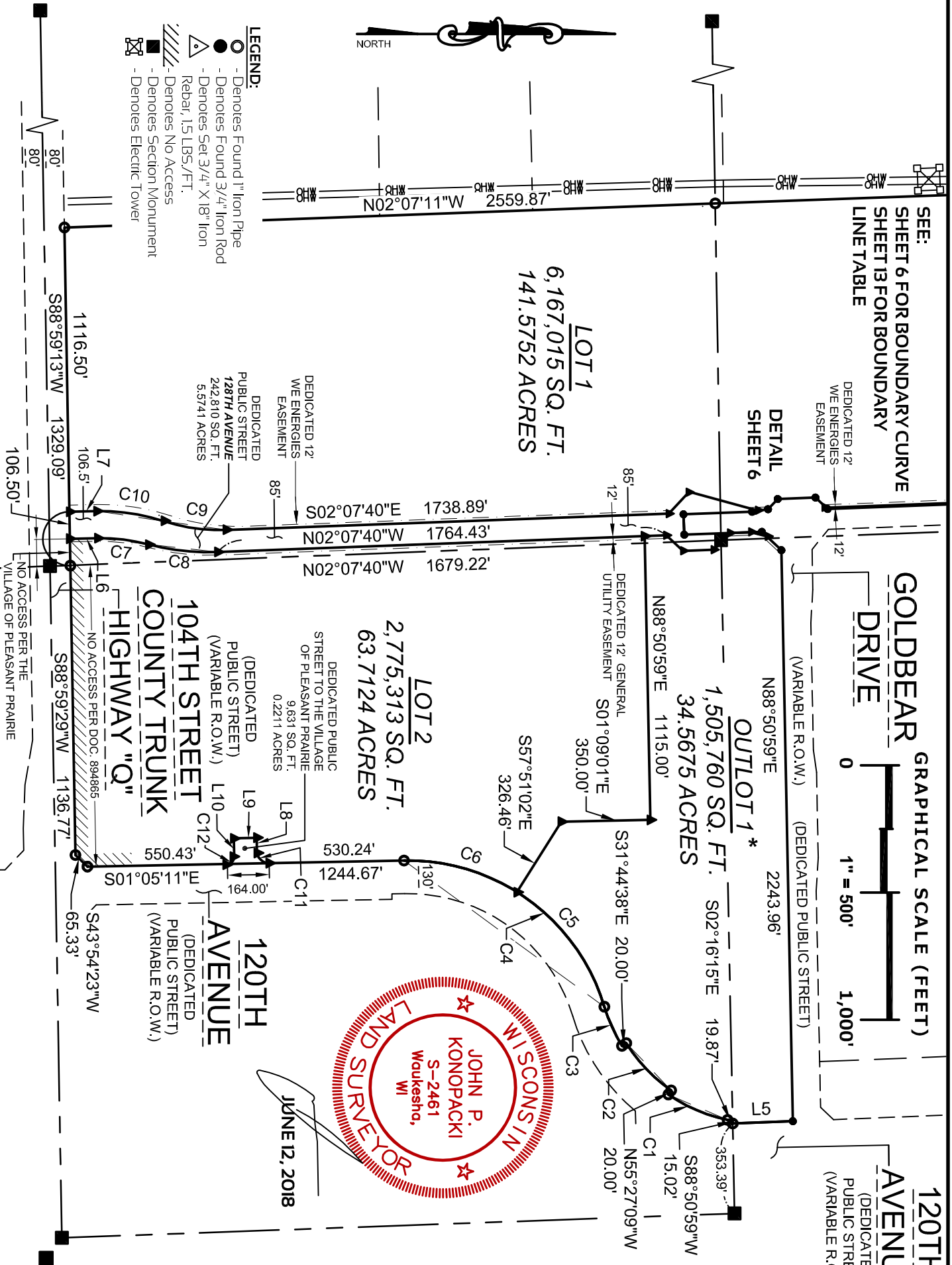
SOUTHWEST CORNER,
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ ALUMINUM CAP)

EAST LINE OF THE SE 1/4 SEC. 24, T1N, R21E
S02°04'27"E 2645.95'

* ALL AREAS DENOTED AS "100-YEAR FLOOD PLAIN" ARE WITHIN A DEDICATED FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



- LEGEND:**
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 - △ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - ▨ - Denotes No Access
 - ▩ - Denotes Section Monument
 - ⊠ - Denotes Electric Tower

SEE:
SHEET 6 FOR BOUNDARY CURVE
SHEET 13 FOR BOUNDARY
LINE TABLE

GOLDBEAR DRIVE
GRAPHICAL SCALE (FEET)
0 1" = 500' 1,000'

120TH AVENUE
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

* OUTLOT 1 IS HEREBY A DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT. OUTLOT 1 IS DEDICATED TO THE PRAIRIE HIGHLANDS COMMERCIAL OWNERS' ASSOCIATION, INC. FOR STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE PURPOSES.

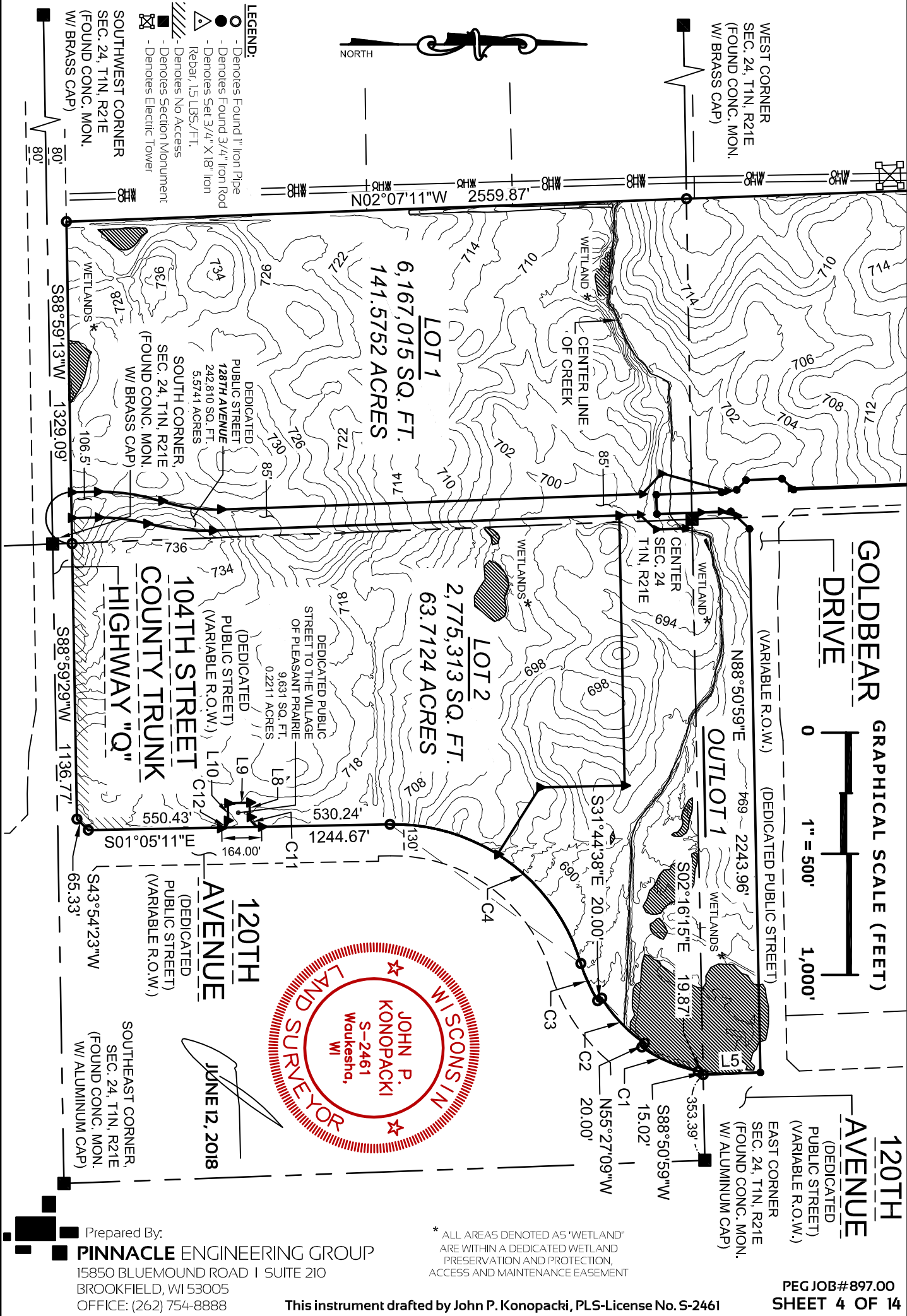
Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 3 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



LEGEND:

- - Denotes Found 1" Iron Pipe
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- ▤ - Denotes Section Monument
- ⊠ - Denotes Electric Tower

WISCONSIN
LAND SURVEYOR
JOHN P. KONOPACKI
S-2461
Waukesha, WI

Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD I SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

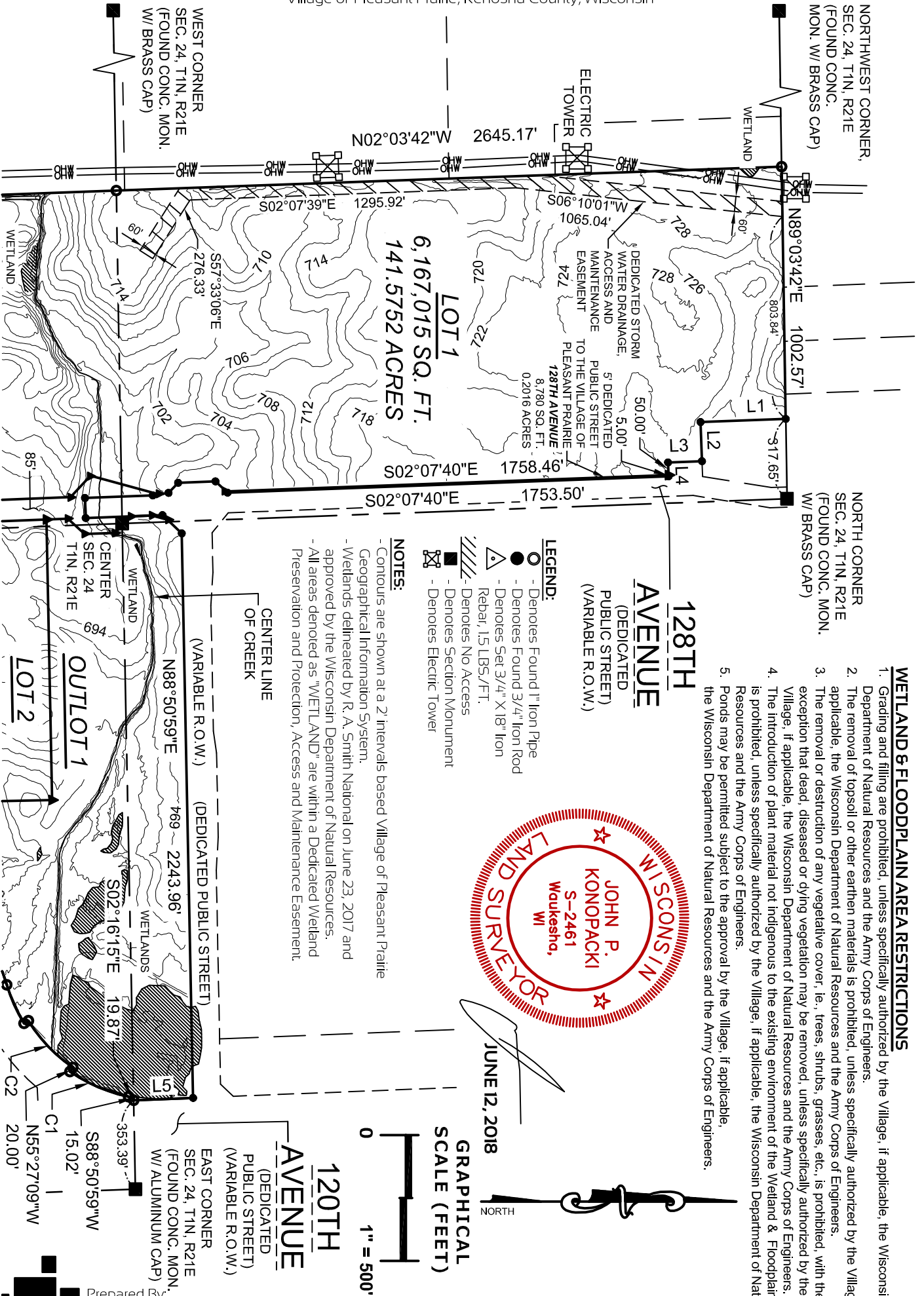
* ALL AREAS DENOTED AS "WETLAND" ARE WITHIN A DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 4 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



NORTHWEST CORNER, SEC. 24, T1N, R21E (FOUND CONC. MON. W/ BRASS CAP)

NORTH CORNER SEC. 24, T1N, R21E (FOUND CONC. MON. W/ BRASS CAP)

128TH AVENUE
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

CENTER LINE OF CREEK

(VARIABLE R.O.W.) N88°50'59"E

(DEDICATED PUBLIC STREET) 469 - 2243.96'

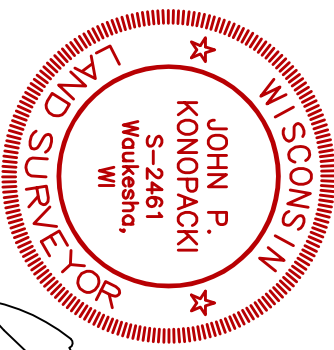
OUTLOT 1

LOT 2

- LEGEND:**
- - Denotes Found 1" Iron Pipe
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 - △ - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
 - ▨ - Denotes No Access
 - - Denotes Section Monument
 - ⊠ - Denotes Electric Tower

NOTES:

- Contours are shown at 2' intervals based Village of Pleasant Prairie Geographical Information System.
- Wetlands delineated by R. A. Smith National on June 23, 2017 and approved by the Wisconsin Department of Natural Resources.
- All areas denoted as "WETLAND" are within a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement.



JUNE 12, 2018



GRAPHICAL SCALE (FEET)

0 1" = 500'

- WETLAND & FLOODPLAIN AREA RESTRICTIONS**
1. Grading and filling are prohibited, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 2. The removal of topsoil or other earthen materials is prohibited, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased or dying vegetation may be removed, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 4. The introduction of plant material not indigenous to the existing environment of the Wetland & Floodplain area is prohibited, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 5. Ponds may be permitted subject to the approval by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

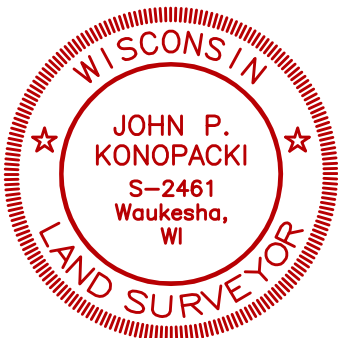
CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	254.99'	643.50'	022°42'12"	S23°11'47"W	253.32'	S11°50'41"W	S34°32'53"W
C2	258.00'	623.50'	023°42'30"	S46°24'08"W	256.16'	S34°32'53"W	S58°15'23"W
C3	168.75'	643.50'	015°01'31"	S65°46'08"W	168.27'	S58°15'23"W	S73°16'54"W
C4	1046.81'	806.50'	074°22'05"	S36°05'51"W	974.86'	S73°16'54"W	S01°05'12"E
C5	578.98'	806.50'	041°07'56"	S52°42'56"W	566.63'		
C6	467.83'	806.50'	033°14'10"	S15°31'53"W	461.30'		
C7	200.52'	729.50'	015°44'55"	N06°51'41"E	199.88'	N01°00'47"W	N14°44'08"E
C8	275.19'	935.00'	016°51'48"	N06°18'14"E	274.20'	N14°44'08"E	N02°07'40"W
C9	250.91'	710.00'	020°14'54"	S07°59'47"W	249.61'	S02°07'40"E	S18°07'14"W
C10	265.82'	796.00'	019°08'01"	S08°33'13"W	264.58'	S18°07'14"W	S01°00'47"E
C11	73.83'	47.00'	090°00'00"	S43°54'49"W	66.47'	S01°05'11"E	S88°54'49"W
C12	42.41'	27.00'	090°00'00"	S46°05'11"E	38.18'	N88°54'49"E	S01°05'11"E

DETAIL OF 128TH AVENUE

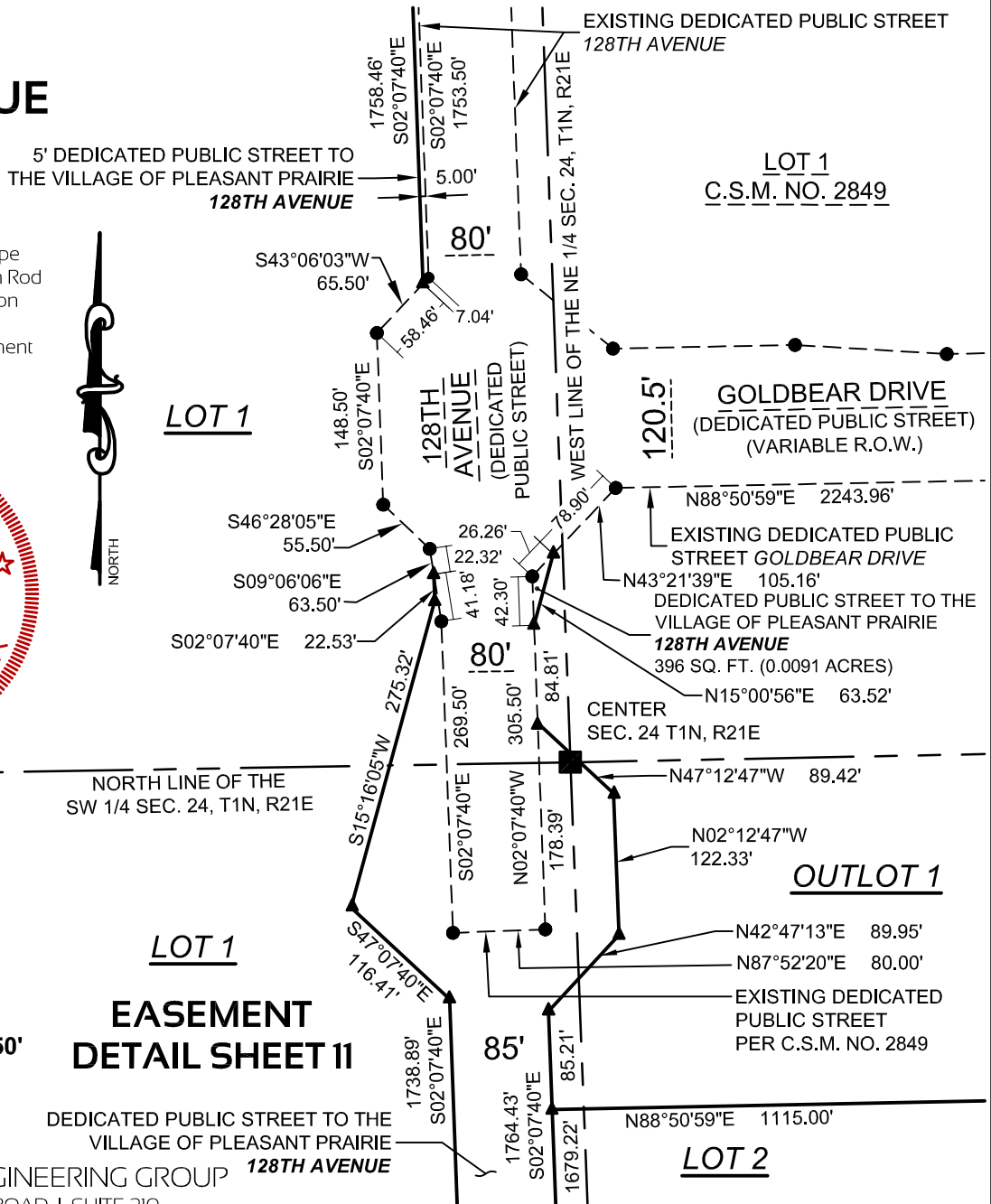
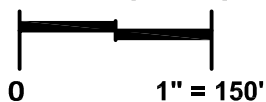
LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- △ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- - Denotes Section Monument



JUNE 12, 2018

GRAPHICAL SCALE (FEET)



EASEMENT DETAIL SHEET 11

DEDICATED PUBLIC STREET TO THE
VILLAGE OF PLEASANT PRAIRIE
128TH AVENUE

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

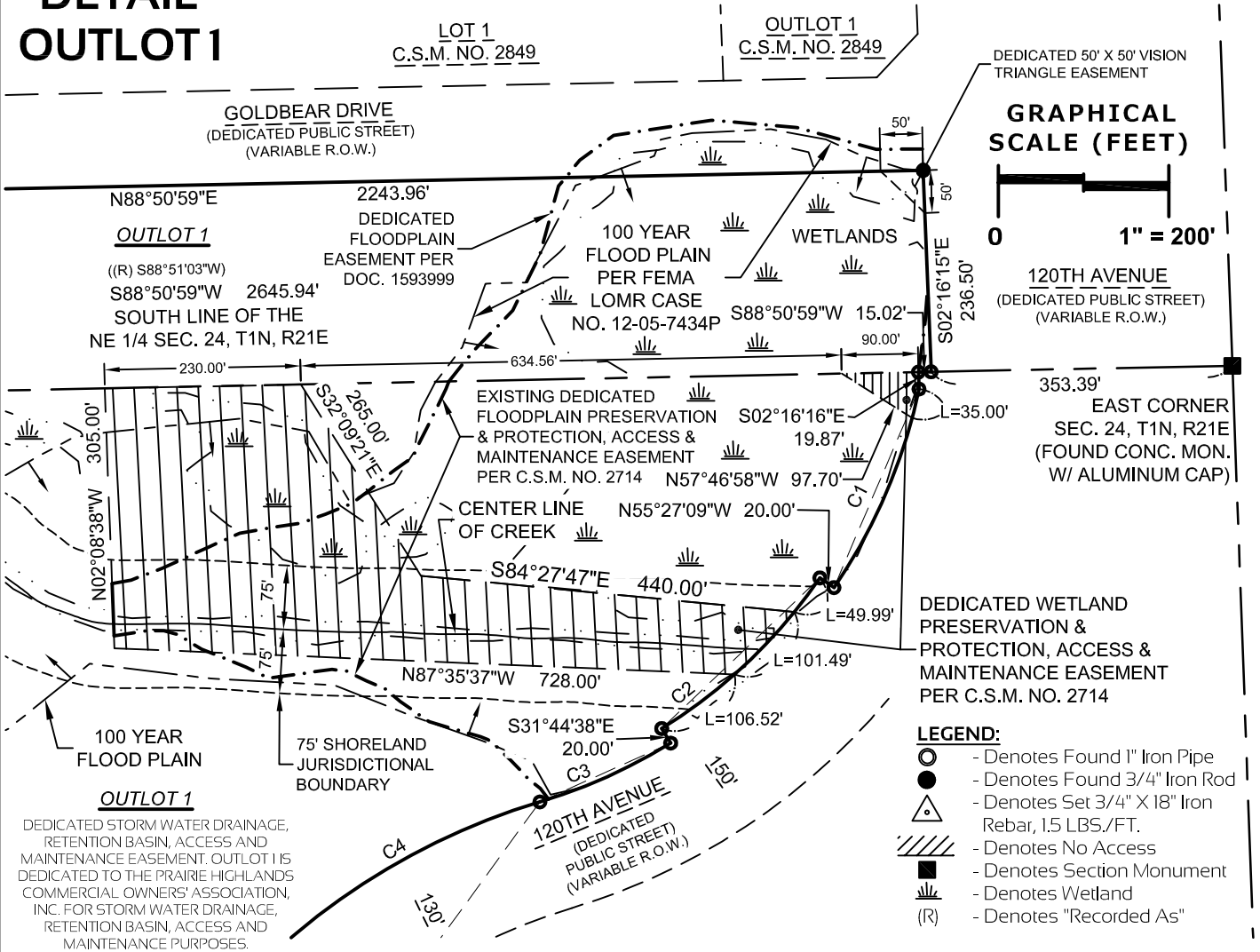
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 6 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

DETAIL OUTLOT 1



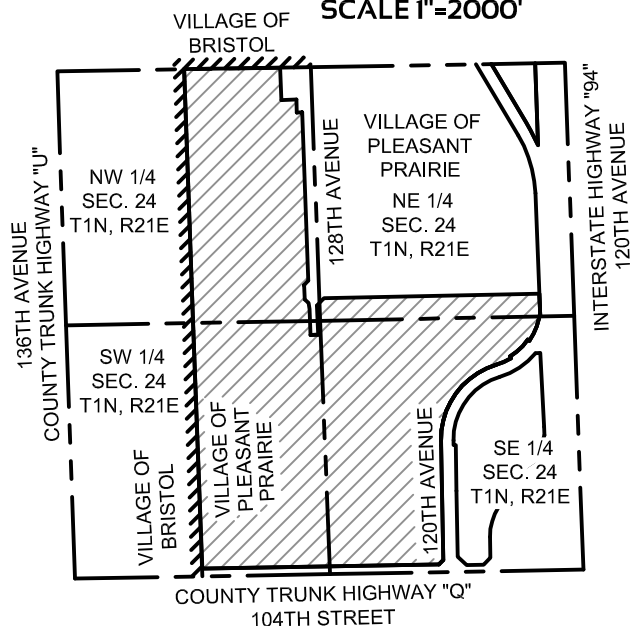
NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Flood Zone Classification: The property lies within Zone "AE" of the Flood Insurance Rate Map Community Panel No. 55059C0187D and 55059C0189D dated JUNE 19, 2012. Zone "AE" areas have base flood elevations determined. Floodplain shown based on Federal Emergency Management Agency Letter of Map Revision Case No. 12-05-7434P, effective June 20, 2013.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East bears S89°01'03"W.
- Coordinates for the Northeast Corner of the Northeast 1/4 Section 24, Township 1 North, Range 21 East referenced to the Wisconsin State Plane Coordinate System, South Zone.
Northeast Corner coordinates:
N=202,970.66
E=2,552,033.51


JUNE 12, 2018



VICINITY SKETCH SCALE 1"=2000'



Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 7 OF 14

CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided all of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 24;

Thence North 89°03'42" East along the north line of the Northwest 1/4 of said Section 24, 1320.23 feet to the west line of the East 1/2 of said Northwest 1/4 and the Point of Beginning;

Thence continue North 89°03'42" East along said north line, 1002.57 feet to the west line of Outlot 2 of said Certified Survey Map No. 2849;

Thence South 02°07'40" East along said west line, 338.74 feet to the south line of said Outlot 2;

Thence North 87°52'20" East along said south line, 155.59 feet to the west right of way line of 128th Avenue;

Thence the following courses along the west right of way line of 128th Avenue:

South 02°07'40" East, 135.00 feet;

North 87°52'20" East, 55.00 feet;

South 02°07'40" East, 1753.50 feet;

South 43°06'03" West, 65.50 feet;

South 02°07'40" East, 148.50 feet;

South 46°28'05" East, 55.50 feet;

South 09°06'06" East, 63.50 feet;

South 02°07'40" East, 269.50 feet to the south right of way line of 128th Avenue;

Thence North 87°52'20" East, 80.00 feet to the east right of way line of 128th Avenue;

Thence North 02°07'40" West along said east right of way line, 305.50 feet;

Thence North 43°21'39" East along said east right of way line, 105.16 feet to the south right of way line of Goldbear Drive;

Thence North 88°50'59" East along said south right of way line, 2243.96 feet to the west right of way line of 120th Avenue;

Thence the following courses along said west right of way line of 120th Avenue:

South 02°16'15" East, 236.50 feet to the south line of the Northeast 1/4 of said Section 24;

South 88°50'59" West along said south line, 15.02 feet;

South 02°16'15" East, 19.87 feet to a point of curvature;

Southwesterly 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet;

North 55°27'09" West, 20.00 feet to a point on a curve;

Southwesterly 258.00 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 46°24'08" West, 256.16 feet;

South 31°44'38" East, 20.00 feet to a point on a curve;

Southwesterly 168.75 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 65°46'08" West, 168.27 feet to a point of reverse curve;

Southwesterly 1046.81 feet along the arc of said curve to the left, whose radius is 806.50 feet and whose chord bears South 36°05'51" West, 974.86 feet;

South 01°05'11" East, 1244.67 feet;

South 43°54'23" West, 65.33 feet to the north right of way line of 104th Street - County Trunk Highway "Q";

Thence South 88°59'29" West along said north right of way line, 1136.77 feet;

Thence South 88°59'13" West along said north right of way line, 1329.09 feet to the west line of the East 1/2 of the Southwest 1/4 of said Section 24;

Thence North 02°07'11" West along said west line, 2559.87 feet to the north line of said Southwest 1/4;

Thence North 02°03'42" West along the west line of the East 1/2 of the Northwest 1/4 of said Section 24, 2645.17 feet to the Point of Beginning.

Dedicating lands as graphically shown for right of way purposes.

Containing 10,709,705 square feet (245.8610 acres) gross and 10,448,080 square feet (239.8551 acres) net of land, more or less.

That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land.

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

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statute and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

John P. Konopacki

Professional Land Surveyor S-2461

Date: JUNE 12, 2018

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 8 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown hereon as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor, the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS:

1. The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) were/are being dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village"), and/or Kenosha County and/or the Wisconsin Department of Transportation (WI DOT) for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, landscaping, irrigation and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement which is hereby reserved in the right-of-way by the Village, and/or Kenosha County and/or the WI DOT as shown on this CSM for the Lot and Outlot Owners adjacent to the public street areas for the required planting, mowing, watering, maintenance and cutting of grass within the grassy terrace area and for the maintenance and replanting of street trees in the area between the roadway pavement and the Lots and Outlots. In the event of any conflict between the rights of the Village, Kenosha County and WI DOT under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot and Outlot Owners pursuant to the public street dedication retained herein, the rights of the Village, Kenosha County or WI DOT shall be deemed to be superior.

The Village shall be responsible for all costs associated with the construction, installation, repair, alteration, and replacement of roadway improvements. The Lot and Outlot Owners shall be responsible for the maintaining and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; and maintenance of the private storm water drainage improvements leading to the off-site retention basins used to handle storm water from the development sites in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the respective Development Agreement approvals.

Lot 2 of this Certified Survey Map (CSM) shall be responsible for all costs associated with the construction, installation, repair, alteration, and replacement of roadway improvements within the dedicated street along the 120th Avenue (frontage road).

2. Nonexclusive General Utility Easements coextensive with the areas shown on Lots 1 and 2 and Outlot 1 by Village of Pleasant Prairie, WE Energies (f/k/a W.E.P.CO.), AT & T (f/k/a Wisconsin Bell) and Spectrum (f/k/a Time Warner Cable Inc.) and their respective successors and assigns (collectively the "Utility and Communications Grantees") as granted by the Lot Owners, are identified for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. All such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot and Outlot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot and Outlot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement, on which such easements are located on their Lots and Outlot as it does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the individual Lot and Outlot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Lot or Outlot Owners shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the individual Lot and Outlot Owners shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village, Kenosha County and/or the WI DOT. 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, Kenosha County or WI DOT and the rights of the private utility, electric or communications company in such public street areas, the Village's, Kenosha County's or the WI DOT's rights shall be deemed to be superior.




JUNE 15, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 9 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

DEDICATION AND EASEMENT PROVISIONS CONTINUED.....

3. The fee interest in the area shown as Dedicated Storm Water, Retention Basin, Access and Maintenance Easement within the area shown as Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Village of Pleasant Prairie to the Prairie Highlands Commercial Owners' Association Inc. ("referred to as the Association") for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage maintenance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Outlot 1 fee interest transfer shall be exclusive, except for: 1) the Association's use, planting and irrigating, care and maintenance of the storm water inlet and outlet structures, retention basins, multi-use trails and related signage and surrounding grassy areas within Outlot 1 as it will not interfere with the improvements, uses and purposes of the Village; 2) a temporary Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 hereby granted to Aurora Health Care, Inc, and their contractors for the storm water drainage system improvements, storm water retention basin storage and conveyance construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities; and 3) a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 hereby retained by the Village for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and the rights of the Association or any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligations to do anything related to its rights under this Easement.

4. Nonexclusive easements coextensive with the areas shown as Storm Water Drainage, Access and Maintenance Easement shown on Lot 1 of this CSM are hereby dedicated, given, granted and conveyed to the Association on this CSM for storm water drainage purposes, drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The Easement rights include the perpetual right to enter upon Lot 1 within the Storm Water Drainage Easement areas to re-construct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion of drainage ditches or storm sewer pipes for the purpose of conveying storm water across, and through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water drainage system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water drainage system improvements, without compensation to the underlying land Owner.

The storm water drainage easements areas are 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 above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Association on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement areas as may be approved for the underlying Lot by the Village. In the event of any conflict between the rights of the underlying Lot Owner, the rights of the Village and the rights of the Association or other entities with respect to the storm water Easement areas, the Village's rights under these Easements shall be deemed to be superior.

5. Nonexclusive easements coextensive with the areas shown as a Dedicated Public Storm Sewer, Access and Maintenance Easement on Lot 1 of this CSM is dedicated, given, granted and conveyed on this CSM to the Village for storm sewer purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The storm sewer easement area is 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 above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner of the Lot 1 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the underlying Lot Owner, the rights of the Village and the rights of other entities with respect to the storm sewer easement area, the Village's rights under this easement shall be deemed to be superior.

The easement rights include the Village's perpetual right to enter upon Lot 1 within the storm sewer easement areas at any time that the Village may see fit, to re-construct, maintain, use and repair the underground storm sewer mains and related appurtenances, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water across, through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm sewer system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm sewer system improvements.

6. A nonexclusive easement coextensive within the area shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and retained by the Village and the Lot Owners for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.



JUNE 12, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 10 OF 14

CERTIFIED SURVEY MAP NO. _____

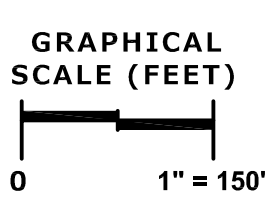
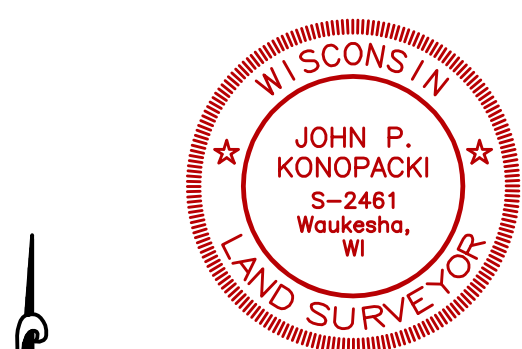
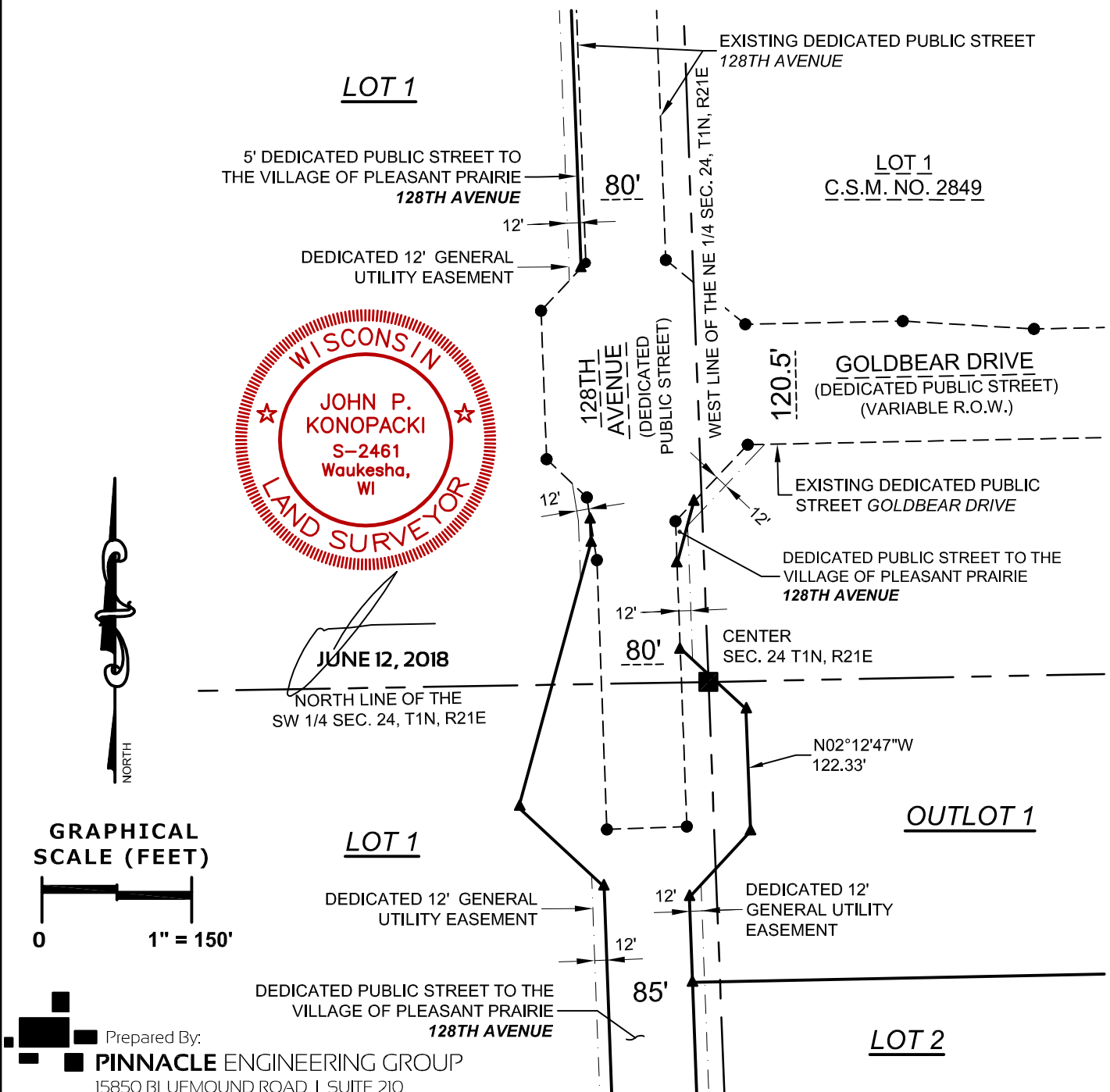
Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

DEDICATION AND EASEMENT PROVISIONS CONTINUED:

7. A nonexclusive easement coextensive within the area shown as a Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and retained by the Land Owner ("the Village") and the Lot Owners for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

8. A nonexclusive easement coextensive with the area shown as a Dedicated 50' x 50' Vision Triangle Easement shown on this CSM is hereby dedicated, given, granted and retained by the Owner to the Village in order to maintain a clear sight line of vision at the County Trunk Highway (CTH) Q and 120th Avenue and CTH Q and 128th Avenue intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/ or Kenosha County. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.

EASEMENT DETAIL



Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00
SHEET 11 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

RESTRICTIVE COVENANTS:

1. The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, 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 areas, which might damage the street trees or might interfere with the Village's rights, Kenosha County's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village, Kenosha County and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, Kenosha County and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Owner's Lot, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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.

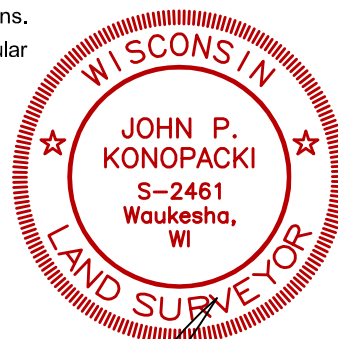
2. The Village of Pleasant Prairie hereby covenants that the respective Lot or Outlot Owners shall have the obligation of protecting and preserving the wetland areas shown on their Lot on this CSM in those areas in which wetland fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees, evasive plant materials or species, and planting of wetland plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Army Corps of Engineers (ACOE). No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands, which may damage the wetland areas. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owners shall perform such wetland maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such wetland related maintenance activities, the respective Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

3. The Village of Pleasant Prairie hereby covenants that the Lot or Outlot Owners shall have the obligation of protecting and preserving the 100-Year floodplain areas shown on their Lots on this CSM in those areas in which floodplain fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees or plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Federal Emergency Management Agency (FEMA). No filling or land disturbance of the floodplains shall be allowed unless approved by the Village, WI DNR and FEMA. No signage or fences shall be erected within the floodplain, which may cause flooding or redirection of the water off of the Lot. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot or Outlot Owners shall perform such floodplain maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such floodplain related maintenance activities, the respective Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

4. The Village of Pleasant Prairie hereby covenants that the Dedicated Vision Triangle Easements shown on this CSM hereby places restrictions on the referenced Lots land because of the location of this Easements which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the CTH Q and 120th and 128th Avenue intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.



JUNE 12, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00

SHEET 12 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

RESTRICTIVE COVENANTS:

5. The Village of Pleasant Prairie hereby covenants that the Prairie Highlands Corporate Park Commercial Owners' Association Inc. ("referred to as the Association") shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area shown as Outlot 1 on this CSM in a functional, neat and nuisance free condition to handle storm water in the Corporate Park. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; weeding to prevent nuisance conditions and multi-use trail and signage related maintenance activities. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Outlot 1 area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Outlot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage, retention basin, multi-use trail or signage related maintenance activities on the Outlot 1 property, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

6. The Village of Pleasant Prairie hereby covenants that the Association shall have the obligation of maintaining the Dedicated Storm Water Drainage, Access and Maintenance Easement area shown on Lot 1 of this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and/or catch basin structures; mowing; and weeding to prevent nuisance conditions. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Lot 1 storm water drainage easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the Lot 1 land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

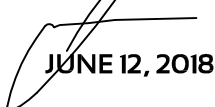
To the extent that the Village performs any such storm water drainage related maintenance activities in the Easement on Lot 1, the Association or Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

7. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of maintaining the underground Dedicated Public Storm Sewer area shown on Lot 1 of this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, cleaning and televising; removing of trash, debris, leaves and brush as it impacts the storm sewer pipe; clearing, repairing and replacing catch basin structures. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Lot 1 Public Storm Sewer easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the Lot 1 land, shall be binding upon the Lot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such above ground mowing maintenance activities in the Easement on Lot 1, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S02°07'40"E	338.74'
L2	N87°52'20"E	155.59'
L3	S02°07'40"E	135.00'
L4	N87°52'20"E	55.00'
L5	S02°16'15"E	236.50'
L6	N01°00'47"W	110.08'
L7	S01°00'47"E	110.08'
L8	S88°54'49"W	53.00'
L9	S01°05'11"E	90.00'
L10	N88°54'49"E	73.00'




JUNE 12, 2018

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

OWNER'S CERTIFICATE

We, the Village of Pleasant Prairie, a municipal body corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Pleasant Prairie.

The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by _____ and _____ as the _____ and _____, Village of Pleasant Prairie on this _____ day of _____, 2018.

(Witness)

By: _____
Nathan R. Thiel
Village Administrator

(Witness)

By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN) SS
KENOSHA COUNTY) SS

Personally came before me this _____ day of _____, 2018, (name) _____, (title) _____, and (name) _____, (title) _____, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Village Interim Administrator and Village Clerk of the Village of Pleasant Prairie, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2018.

Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2018.

John P. Steinbrink, Village President

Jane C. Snell, Village Clerk



JUNE 12, 2018



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: Prairie Highlands Corporate Park

Legal Description: Outlot 1 of CSM 2849 and parts of Lot 2 of CSM 2849

Tax Parcel Number(s): 91-4-121-241-0701 and parts of 91-4-121-241-0602

Check all that apply

Land Use Plan Amendment:

To change the land use designation from current designations
to wetlands, excluding wetlands to be filled into the Open space with wetland designations and outlots into Open Space Designation

Neighborhood Plan Amendment to _____ Neighborhood

Other Amendment to the Comprehensive Plan (specify) _____

Petitioner's interest in the requested amendment:

The outlots are for stormwater management facilities within the Corporate Park and the wetlands (excluding those allowed to be filled by the DNR and ACOE) will be preserved and protected on the properties. These proposed changes will allow the land use plan and the zoning maps to be consistent.

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:

Tom Shircel, Assistant Village Administrator

Print Name: Village of Pleasant Prairie

Signature: [Signature]

Address: 9915 39th Ave

Pleasant Prairie WI 53158

(City) (State) (Zip)

Phone: 262-694-1400

Fax: _____

Email: _____

Date 5-3-18

APPLICANT/AGENT:

Print Name: _____

Signature: _____

Address: _____

(City) (State) (Zip)

Phone: _____

Fax: _____

Email: _____

Date: _____

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158

262-925-6717



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: Prairie Highlands Corporate Park

Legal Description: Outlot 1 of CSM 2849 and parts of Lot 2 of CSM 2849

Tax Parcel Number(s): 91-4-121-241-0701 and parts of 91-4-121-241-0602

Existing Zoning District(s): M-5, C-1 and FPO

Proposed Zoning District(s): field delineated wetlands (excluding wetlands being filled): C-1 and non-wetlands within Outlots-PR-1

Proposed Use: Prairie Highlands Corporate Park-Outlots to be used for stormwater facilities

Compatibility with Adjacent Land Uses:

The outlots are for stormwater management facilities within the Corporate Park and the wetlands (excluding those allowed to be filled by the DNR and ACOE) will be preserved and protected on the properties.

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:

Tom Shircel, Assistant Village Administrator

Print Name: Village of Pleasant Prairie

Signature: [Signature]

Address: 9915 39th Avenue

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

Phone: 262-694-1400

Fax: _____

Email: _____

Date 5-3-18

APPLICANT/AGENT:

Print Name: _____

Signature: _____

Address: _____

(City) (State) (Zip)

Phone: _____

Fax: _____

Email: _____

Date: _____

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

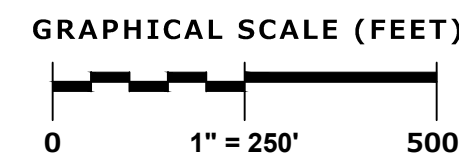
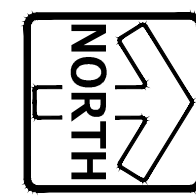
DESIGNED: AJS
REVIEWED: ARA

DRAWN: EP



WETLANDS

 OUTLOTS



PINNACLE ENGINEERING GROUP

 ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER

www.pinnacle-engr.com

WISCONSIN OFFICE:

 15850 W. BLUEMOUND ROAD

 BROOKFIELD, WI 53005

 (262) 754-8888

 CHICAGO | MILWAUKEE | NATIONWIDE

PRAIRIE HIGHLANDS

CORPORATE PARK

PLEASANT PRAIRIE, WI

REVISIONS	

PEG JOB No. 897.00 PEG PM ARA SAVE DATE 5/10/18 SCALE 1" = 250'	SHEET C-1 C-1
--------------------------------------------------------------------------	------------------------------------------

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N07°12'47"E	41.40'
L2	N51°10'06"E	24.78'
L3	N31°38'16"E	45.01'
L4	S59°50'21"E	20.55'
L5	S77°57'21"E	71.35'
L6	S70°41'45"E	66.50'
L7	S57°16'22"E	79.62'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L8	N57°03'01"E	14.01'
L9	S75°49'18"E	6.20'
L10	S39°47'21"E	33.41'
L11	S55°03'24"E	27.51'
L12	S38°48'40"E	38.93'
L13	S14°47'42"E	18.97'
L14	S06°07'13"W	15.89'
L15	S28°54'28"W	26.66'
L16	S40°35'58"W	28.91'
L17	S45°24'38"W	70.69'

LEGAL DESCRIPTION:

Wetland 2

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 88°59'13" East along the south line of said Lot 2, 490.06 feet to the Point of Beginning 2;

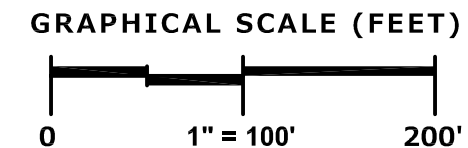
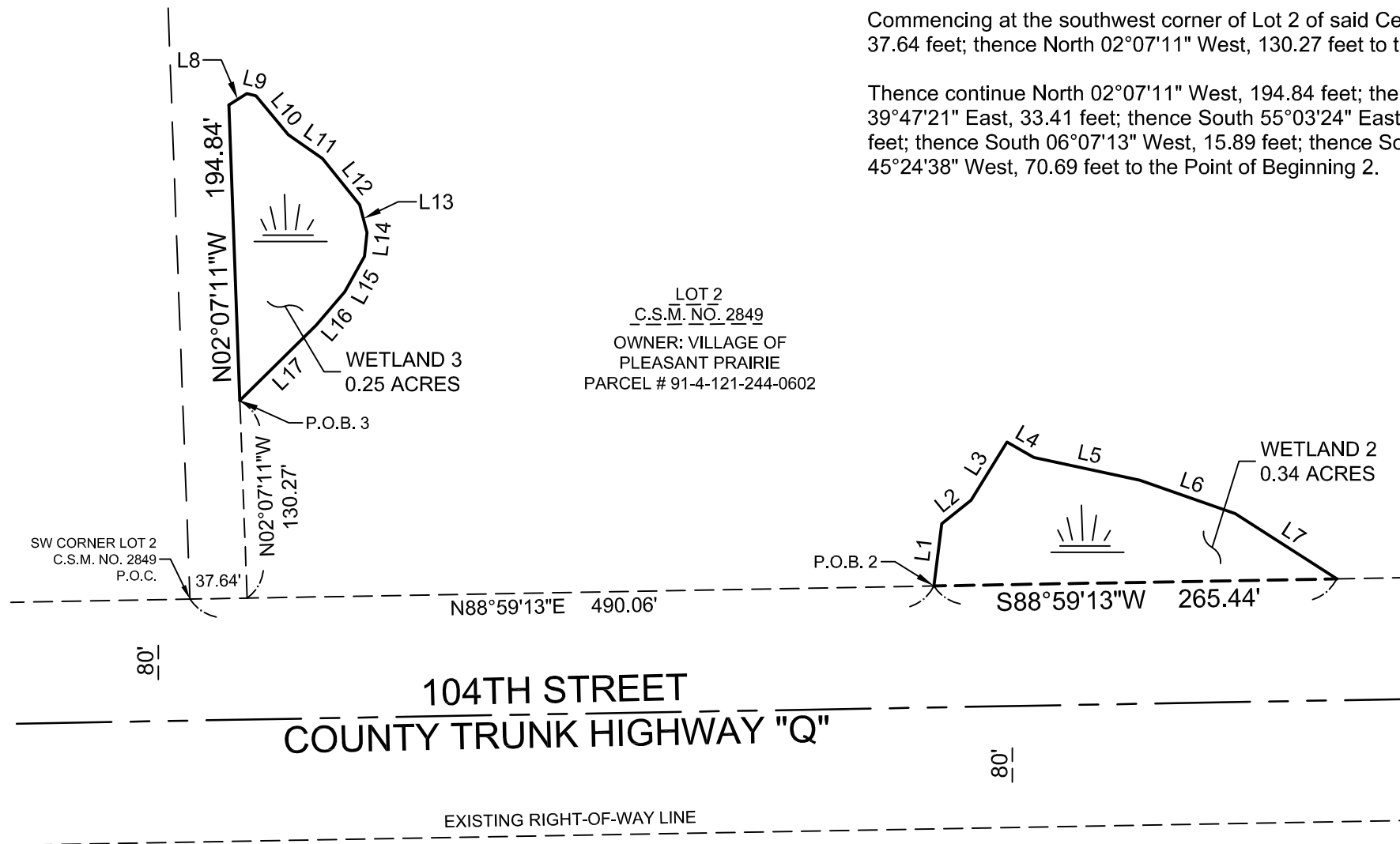
Thence North 07°12'47" East, 41.40 feet; thence North 51°10'06" East, 24.78 feet; thence North 31°38'16" East, 45.01 feet; thence South 59°50'21" East, 20.55 feet; thence South 77°57'21" East, 71.35 feet; thence South 70°41'45" East, 66.50 feet; thence South 57°16'22" East, 79.62 feet to the aforesaid south line of Lot 2; thence South 88°59'13" West along said south line, 265.44 feet to the Point of Beginning 2.

Wetland 3

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 88°59'13" East along the south line of said Lot 2, 37.64 feet; thence North 02°07'11" West, 130.27 feet to the Point of Beginning 3;

Thence continue North 02°07'11" West, 194.84 feet; thence North 57°03'01" East, 14.01 feet; thence South 75°49'18" East, 6.20 feet; thence South 39°47'21" East, 33.41 feet; thence South 55°03'24" East, 27.51 feet; thence South 38°48'40" East, 38.93 feet; thence South 14°47'42" East, 18.97 feet; thence South 06°07'13" West, 15.89 feet; thence South 28°54'28" West, 26.66 feet; thence South 40°35'58" West, 28.91 feet; thence South 45°24'38" West, 70.69 feet to the Point of Beginning 2.



NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

SHEET 1 OF 6

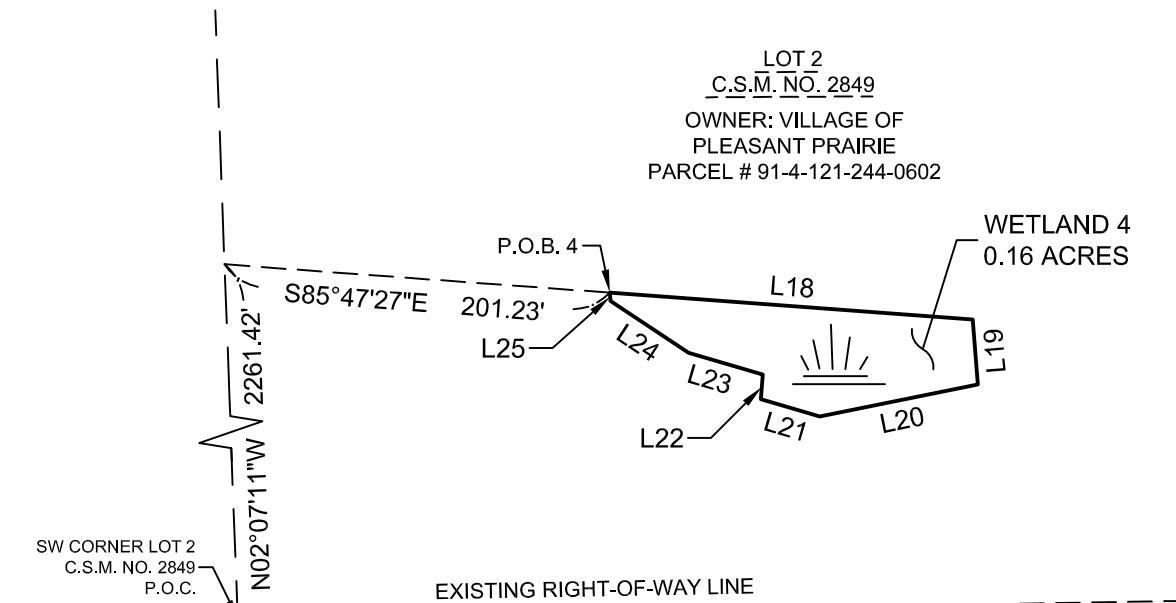
LEGAL DESCRIPTION:

Wetland 4

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 2 of said Certified Survey Map No. 2849; thence North 02°07'11" West along the west line of said Lot 2, 2261.42 feet; thence South 85°47'27" East, 201.23 feet to the Point of Beginning 4;

Thence continue South 85°47'27" East, 189.39 feet; thence South 04°36'57" East, 34.04 feet; thence South 78°33'20" West, 84.02 feet; thence North 73°27'07" West, 31.90 feet; thence North 04°07'58" East, 12.74 feet; thence North 73°30'44" West, 40.33 feet; thence North 56°32'34" West, 48.79 feet; thence North 03°05'59" West, 4.36 feet to the Point of Beginning 4.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L18	S85°47'27"E	189.39'
L19	S04°36'57"E	34.04'
L20	S78°33'20"W	84.02'
L21	N73°27'07"W	31.90'
L22	N04°07'58"E	12.74'
L23	N73°30'44"W	40.33'
L24	N56°32'34"W	48.79'
L25	N03°05'59"W	4.36'

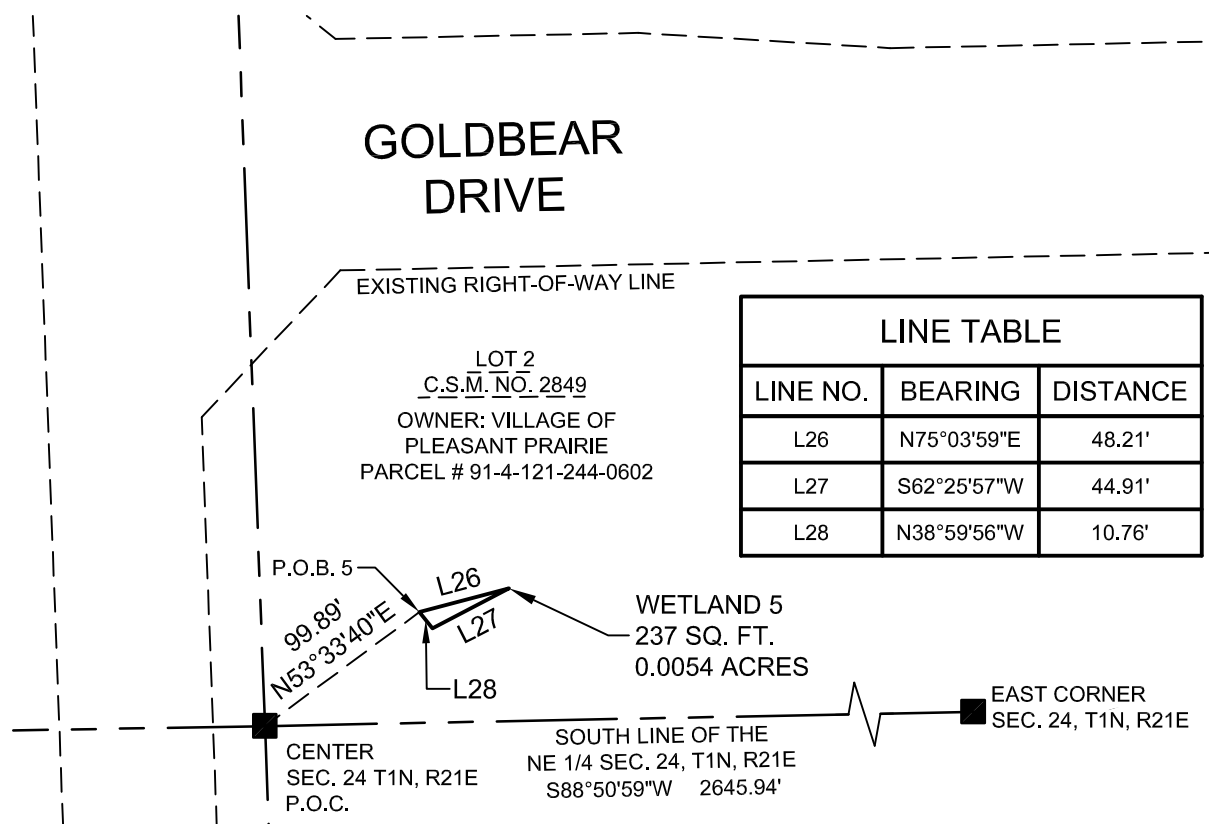
LEGAL DESCRIPTION:

Wetland 5

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southwest of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the center of said Section 24; thence North 53°33'40" East, 99.89 feet to the Point of Beginning 5;

Thence North 75°03'59" East, 48.21 feet; thence South 62°25'57" West, 44.91 feet; thence North 38°59'56" West, 10.76 feet to the Point of Beginning 5.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L26	N75°03'59"E	48.21'
L27	S62°25'57"W	44.91'
L28	N38°59'56"W	10.76'

NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L29	S88°50'59"W	15.02'
L30	S02°16'15"E	19.87'
L31	N55°27'09"W	20.00'
L32	N00°28'20"W	8.80'
L33	N89°54'20"W	32.78'
L34	N56°07'04"W	33.41'
L35	S72°47'50"W	34.03'
L36	N87°03'03"W	77.67'
L37	N59°06'13"W	21.98'
L38	N22°53'50"W	20.97'
L39	N85°36'28"W	81.20'
L40	N74°15'26"W	34.07'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L41	N24°02'04"E	66.72'
L42	N63°53'02"E	19.63'
L43	N40°02'54"E	91.56'
L44	N19°57'13"E	106.58'
L45	N59°02'41"W	27.88'
L46	S88°09'02"W	27.24'
L47	N59°03'24"W	41.17'
L48	N25°59'40"W	33.95'
L49	N02°33'44"E	61.00'
L50	N45°34'38"E	51.38'
L51	N74°37'10"E	17.90'
L52	N86°47'10"E	371.54'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L53	S11°41'05"E	48.20'
L54	S29°48'36"E	31.03'
L55	S02°16'15"E	111.37'
L56	S62°07'04"E	36.36'
L57	S28°22'35"W	42.41'
L58	S50°09'12"W	18.41'
L59	S81°58'38"W	29.30'
L60	N38°30'28"W	34.62'
L61	N15°21'48"W	11.23'
L62	N59°53'36"E	64.38'

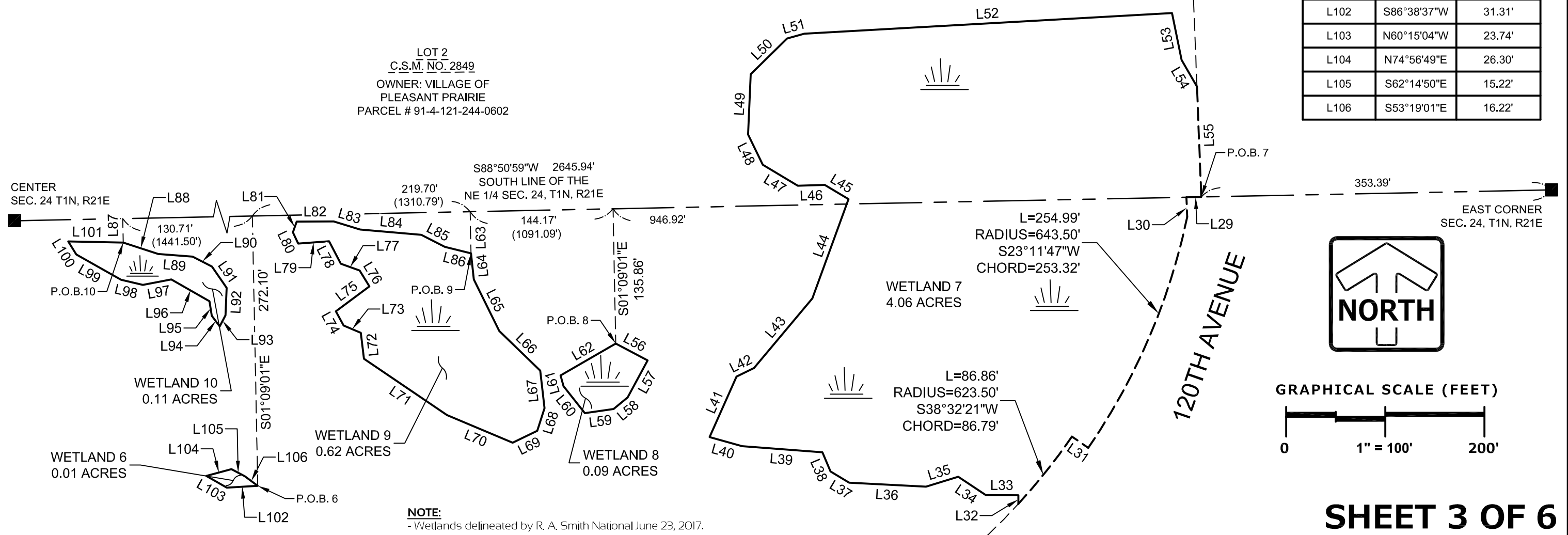
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L63	S01°09'01"E	42.11'
L64	S06°18'29"E	26.39'
L65	S26°15'32"E	58.03'
L66	S45°58'01"E	57.50'
L67	S06°24'11"E	38.00'
L68	S17°31'22"W	23.93'
L69	S63°57'27"W	27.66'
L70	N67°07'00"W	71.81'
L71	N55°54'25"W	101.23'
L72	N06°56'24"W	26.46'
L73	N67°11'00"W	18.79'
L74	N28°46'34"W	16.30'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L75	N53°19'17"E	42.17'
L76	N31°19'29"W	18.76'
L77	N70°17'09"W	20.26'
L78	N27°40'28"W	25.57'
L79	S85°49'58"W	31.17'
L80	N25°32'59"W	12.44'
L81	N19°25'04"E	11.47'
L82	N89°35'55"E	37.35'
L83	S72°56'44"E	27.90'
L84	S85°00'14"E	61.92'
L85	S63°06'30"E	26.67'
L86	S75°49'30"E	27.12'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L87	S01°09'01"E	24.19'
L88	S72°05'33"E	37.10'
L89	S85°35'22"E	34.84'
L90	S62°48'06"E	21.85'
L91	S34°40'53"E	26.18'
L92	S02°41'00"W	27.68'
L93	S27°21'48"W	12.56'
L94	N37°05'45"W	13.34'
L95	N08°56'29"W	14.82'
L96	N60°11'10"W	44.26'
L97	S79°15'03"W	29.30'
L98	N76°52'15"W	22.58'
L99	N60°32'42"W	51.82'
L100	N31°50'38"W	15.46'
L101	S88°47'22"E	55.52'
L102	S86°38'37"W	31.31'
L103	N60°15'04"W	23.74'
L104	N74°56'49"E	26.30'
L105	S62°14'50"E	15.22'
L106	S53°19'01"E	16.22'

GOLDBEAR DRIVE

EXISTING SOUTH RIGHT-OF-WAY LINE



SHEET 3 OF 6

LEGAL DESCRIPTION:

Wetland 6

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1310.79 feet; thence South 01°09'01" East, 272.10 feet to the Point of Beginning 6;

Thence South 86°38'37" West, 31.31 feet; thence North 60°15'04" West, 23.74 feet; thence North 74°56'49" East, 26.30 feet; thence South 62°14'50" East, 15.22 feet; thence South 53°19'01" East, 16.22 feet to the Point of Beginning 6.

Wetland 7

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast of the Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 353.39 feet to the west right of way line of 120th Avenue and the Point of Beginning 7;

Thence the following courses along said west right of way line: South 88°50'59" West, 15.02 feet; South 02°16'15" East, 19.87 feet to a point on a curve; 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet; North 55°27'09" West, 20.00 feet to a point on a curve; 86.86 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 38°32'21" West, 86.79 feet; thence North 00°28'20" West, 8.80 feet; thence North 89°54'20" West, 32.78 feet; thence North 56°07'04" West, 33.41 feet; thence South 72°47'50" West, 34.03 feet; thence North 87°03'03" West, 77.67 feet; thence North 59°06'13" West, 21.98 feet; thence North 22°53'50" West, 20.97 feet; thence North 85°36'28" West, 81.20 feet; thence North 74°15'26" West, 34.07 feet; thence North 24°02'04" East, 66.72 feet; thence North 63°53'02" East, 19.63 feet; thence North 40°02'54" East, 91.56 feet; thence North 19°57'13" East, 106.58 feet; thence North 59°02'41" West, 27.88 feet; thence South 88°09'02" West, 27.24 feet; thence North 59°03'24" West, 41.17 feet; thence North 25°59'40" West, 33.95 feet; thence North 02°33'44" East, 61.00 feet; thence North 45°34'38" East, 51.38 feet; thence North 74°37'10" East, 17.90 feet; thence North 86°47'10" East, 371.54 feet; thence South 11°41'05" East, 48.20 feet; thence South 29°48'36" East, 31.03 feet to the aforesaid west right of way line; thence South 02°16'15" East along said west right of way line, 111.37 feet to the Point of Beginning 7.

Wetland 8

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 946.92 feet; thence South 01°09'01" East, 135.86 feet to the Point of Beginning 8;

Thence South 62°07'04" East, 36.36 feet; thence South 28°22'35" West, 42.41 feet; thence South 50°09'12" West, 18.41 feet; thence South 81°58'38" West, 29.30 feet; thence North 38°30'28" West, 34.62 feet; thence North 15°21'48" West, 11.23 feet; thence North 59°53'36" East, 64.38 feet to the Point of Beginning 8.

LEGAL DESCRIPTION:

Wetland 9

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1091.09 feet; thence South 01°09'01" East, 42.11 feet to the Point of Beginning 9;

Thence South 06°18'29" East, 26.39 feet; thence South 26°15'32" East, 58.03 feet; thence South 45°58'01" East, 57.50 feet; thence South 06°24'11" East, 38.00 feet; thence South 17°31'22" West, 23.93 feet; thence South 63°57'27" West, 27.66 feet; thence North 67°07'00" West, 71.81 feet; thence North 55°54'25" West, 101.23 feet; thence North 06°56'24" West, 26.46 feet; thence North 67°11'00" West, 18.79 feet; thence North 28°46'34" West, 16.30 feet; thence North 53°19'17" East, 42.17 feet; thence North 31°19'29" West, 18.76 feet; thence North 70°17'09" West, 20.26 feet; thence North 27°40'28" West, 25.57 feet; thence South 85°49'58" West, 31.17 feet; thence North 25°32'59" West, 12.44 feet; thence North 19°25'04" East, 11.47 feet; thence North 89°35'55" East, 37.35 feet; thence South 72°56'44" East, 27.90 feet; thence South 85°00'14" East, 61.92 feet; thence South 63°06'30" East, 26.67 feet to the Point of Beginning 9.

Wetland 10

That part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the east corner of said Section 24; South 88°50'59" West along the south line of Northeast 1/4 of said Section 24, 1441.50 feet; thence South 01°09'01" East, 24.19 feet to the Point of Beginning 10;

Thence South 72°05'33" East, 37.10 feet; thence South 85°35'22" East, 34.84 feet; thence South 62°48'06" East, 21.85 feet; thence South 34°40'53" East, 26.18 feet; thence South 02°41'00" West, 27.68 feet; thence South 27°21'48" West, 12.56 feet; thence North 37°05'45" West, 13.34 feet; thence North 08°56'29" West, 14.82 feet; thence North 60°11'10" West, 44.26 feet; thence South 79°15'03" West, 29.30 feet; thence North 76°52'15" West, 22.58 feet; thence North 60°32'42" West, 51.82 feet; thence North 31°50'38" West, 15.46 feet; thence South 88°47'22" East, 55.52 feet to the Point of Beginning 10.

SHEET 4 OF 6

LEGAL DESCRIPTION:

Wetland 11

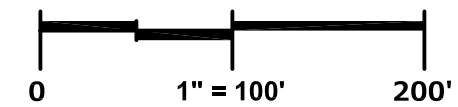
Being a part of Outlot 1 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 2849; thence North 02°16'15" West along the west line of said Outlot 1, 64.01 feet to the Point of Beginning 11;

Thence continuing North 02°16'15" West along said west line, 57.68 feet; thence North 71°15'11" East, 149.81 feet; thence North 60°28'13" East, 40.05 feet; thence North 49°22'44" East, 59.67 feet; thence South 04°07'52" East, 56.40 feet; thence South 00°13'57" West, 98.14 feet; thence South 82°10'20" West, 29.91 feet; thence South 87°42'39" West, 85.70 feet; thence South 88°41'00" West, 108.15 feet to the Point of Beginning 11.



GRAPHICAL SCALE (FEET)

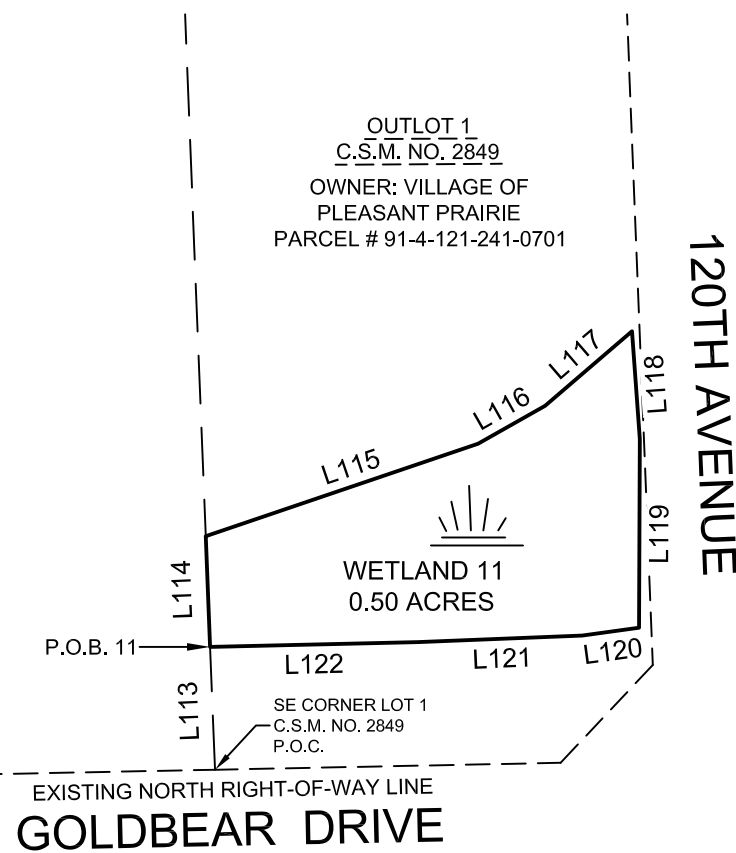


NOTE:

- Wetlands delineated by R. A. Smith National June 23, 2017.

LOT 1
C.S.M. NO. 2849
OWNER: HARIBO OF AMERICA
MANUFACTURING LLC
PARCEL # 91-4-121-241-0601

OUTLOT 1
C.S.M. NO. 2849
OWNER: VILLAGE OF
PLEASANT PRAIRIE
PARCEL # 91-4-121-241-0701



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L113	N02°16'15"W	64.01'
L114	N02°16'15"W	57.68'
L115	N71°15'11"E	149.81'
L116	N60°28'13"E	40.05'
L117	N49°22'44"E	59.67'
L118	S04°07'52"E	56.40'
L119	S00°13'57"W	98.14'
L120	S82°10'20"W	29.91'
L121	S87°42'39"W	85.70'
L122	S88°41'00"W	108.15'

LEGAL DESCRIPTION:

Wetland 19

Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the south 1/4 corner of said Section 24; thence North 02°12'47" West along the west line of the Southeast 1/4 of said Section 24, 1784.97 feet to the Point of Beginning 19;

Thence North 85°19'22" West, 1.01 feet; thence North 18°01'12" East, 33.02 feet; thence North 38°03'06" East, 25.41 feet; thence North 61°13'06" East, 15.63 feet; thence South 77°52'11" East, 27.63 feet; thence South 15°43'06" East, 23.89 feet; thence South 81°14'51" West, 32.91 feet; thence South 49°02'37" West, 39.66 feet; thence North 85°19'22" West, 9.61 feet to the Point of Beginning 19.

Wetland 20

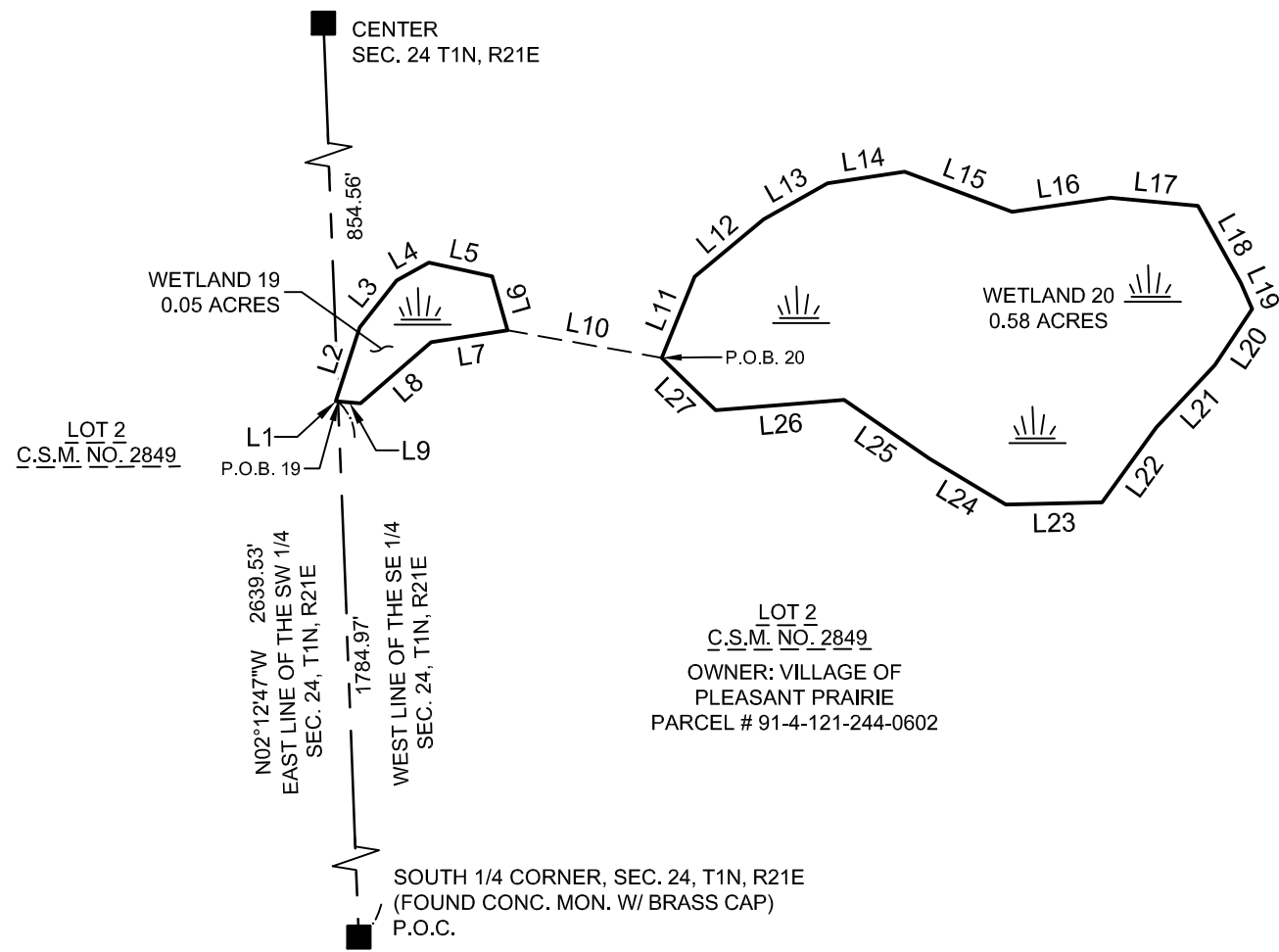
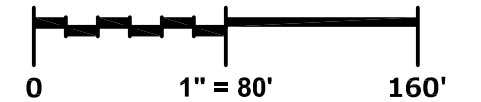
Being a part of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as follows:

Commencing at the south 1/4 corner of said Section 24; thence North 02°12'47" West along the west line of the Southeast 1/4 of said Section 24, 1784.97 feet; thence North 85°19'22" West, 1.01 feet; thence North 18°01'12" East, 33.02 feet; thence North 38°03'06" East, 25.41 feet; thence North 61°13'06" East, 15.63 feet; thence South 77°52'11" East, 27.63 feet; thence South 15°43'06" East, 23.89 feet; thence South 79°56'20" East, 66.66 feet to the Point of Beginning 20;

Thence North 22°07'02" East, 37.16 feet; thence North 50°07'49" East, 38.18 feet; thence North 60°42'15" East, 31.22 feet; thence North 81°25'29" East, 33.16 feet; thence South 69°35'45" East, 48.74 feet; thence North 81°49'31" East, 42.25 feet; thence South 84°35'27" East, 37.40 feet; thence South 29°00'42" East, 37.52 feet; thence South 23°52'43" East, 12.08 feet; thence South 33°43'45" West, 28.76 feet; thence South 43°13'16" West, 36.31 feet; thence South 35°52'44" West, 39.27 feet; thence South 88°33'27" West, 41.04 feet; thence North 58°52'34" West, 37.77 feet; thence North 55°32'19" West, 44.21 feet; thence South 85°27'37" West, 54.81 feet; thence North 45°42'21" West, 31.91 feet to the Point of Beginning 20.



GRAPHICAL SCALE (FEET)



LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N85°19'22"W	1.01'	L10	S79°56'20"E	66.66'
L2	N18°01'12"E	33.02'	L11	N22°07'02"E	37.16'
L3	N38°03'06"E	25.41'	L12	N50°07'49"E	38.18'
L4	N61°13'06"E	15.63'	L13	N60°42'15"E	31.22'
L5	S77°52'11"E	27.63'	L14	N81°25'29"E	33.16'
L6	S15°43'06"E	23.89'	L15	S69°35'45"E	48.74'
L7	S81°14'51"W	32.91'	L16	N81°49'31"E	42.25'
L8	S49°02'37"W	39.66'	L17	S84°35'27"E	37.40'
L9	N85°19'22"W	9.61'	L18	S29°00'42"E	37.52'
			L19	S23°52'43"E	12.08'
			L20	S33°43'45"W	28.76'
			L21	S43°13'16"W	36.31'
			L22	S35°52'44"W	39.27'
			L23	S88°33'27"W	41.04'
			L24	N58°52'34"W	37.77'
			L25	N55°32'19"W	44.21'
			L26	S85°27'37"W	54.81'
			L27	N45°42'21"W	31.91'

NOTE:
- Wetlands delineated by R. A. Smith National June 23, 2017.

SHEET 6 OF 6

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

Consider the request of Mark Eberle, P.E. with Nielsen, Madsen & Barber on behalf of the property owner WisPark LLC to approve a **Certified Survey Map and Development Plans** for the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at LakeView Corporate Park. Gateway CSM and Development Agreement

Recommendation: Plan Commission recommends that the Village Board approve the **Certified Survey Map and Development Plans** subject to the comments and conditions of the Village Staff Report of June 18, 2018.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-27)** for the request of Mark Eberle, P.E. with Nielsen, Madsen & Barber, agent on behalf of the property owner WisPark LLC for the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at Lakeview Corporate Park: to amend the Village 2035 Land Use Plan Map 9.9 to correctly identify the field delineated wetlands into the Primary Environmental Corridor with a field verified wetland land use designation and to correctly show the non-wetland areas proposed to be located with an Outlot into the Park, Recreation and Other Open Space land use designation; and 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

Recommendation: Plan Commission recommends that the Village Board approve the **Comprehensive Plan Amendment (Ord. #18-27)** as presented.

Consider approval of **Zoning Map and Text Amendments (Ord. #18-28 and Ord. #18-29)** for the request of Mark Eberle, P.E. with Nielsen, Madsen & Barber, agent on behalf of the property owner WisPark LLC related to the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at LakeView Corporate Park. Specifically to rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and to rezone the remainder of the proposed Outlot into the PR-1, Neighborhood Park and Recreational District for storm water management facilities. The proposed Lots will remain in the in the B-6, Freeway Oriented Business Center District and the entire property would be rezoned into the PUD, Planned Unit Development Overlay District. In addition, to approve a Zoning Text Amendment to create the specific PUD Ordinance for said development.

Recommendation: Plan Commission recommends that the Village Board approve the **Zoning Map and Text Amendments (Ord. #18-28 and Ord. #18-29)** as presented.

VILLAGE STAFF REPORT OF JUNE 18, 2018

Consider approval of the request of Mark Eberle, P.E. with Nielsen, Madsen & Barber, agent on behalf of the property owner WisPark LLC to approve a **Certified Survey Map and Development Plans** for the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at LakeView Corporate Park.

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-27)** for the request of Mark Eberle, P.E. with Nielsen, Madsen & Barber, agent on behalf of the property owner WisPark LLC for the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at Lakeview Corporate Park: to amend the Village 2035 Land Use Plan Map 9.9 to correctly identify the field delineated wetlands into the Primary Environmental Corridor with a field verified wetland land use designation and to correctly show the non-wetland areas proposed to be located with an Outlot into the Park, Recreation and Other Open Space land use designation; and 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

Consider approval of **Zoning Map and Text Amendments (Ord. #18-28 and Ord. #18-29)** for the request of Mark Eberle, P.E. with Nielsen, Madsen & Barber, agent on behalf of the property owner WisPark LLC related to the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at LakeView Corporate Park. Specifically to rezone the field delineated wetlands into the C-1, Lowland Resource Conservancy District and to rezone the remainder of the proposed Outlot into the PR-1, Neighborhood Park and Recreational District for storm water management facilities. The proposed Lots will remain in the in the B-6, Freeway Oriented Business Center District and the entire property would be rezoned into the PUD, Planned Unit Development Overlay District. In addition, to approve a Zoning Text Amendment to create the specific PUD Ordinance for said development.

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

The petitioner is proposing to develop the vacant property (Tax Parcel Number: 92-4-122-193-0166) generally located at the northeast corner of STH 165 and 120th Avenue (East Frontage Road) for commercial development to be known as The Gateway at Lakeview Corporate Park. The items to be considered for this project include a Certified Survey Map, Development Agreement, Comprehensive Plan Amendments, and Zoning Map and Text Amendments.

The property is proposed to be subdivided into three (3) lots and an Outlot. Pursuant to the Master Conceptual Plan as conditionally approved by the Village Board on December 18, 2017 the property is proposed to include restaurants, gas station/carwash/c-store and/or multi-tenant commercial buildings to be known as The Gateway at LakeView Corporate Park ("referred to as The Gateway").

- Lot 1 is 3.488 acres
- Lot 2 is 3.192 acres (future Kwik Trip Store #296 Site)
- Lot 3 is 6.347 acres (could be further subdivided into two parcels)
- Outlot 1 is 8.809 acres

A wetland staking was completed on September 8 and 11, 2015 by Wetland & Waterway Consulting LLC. The Wisconsin Department of Natural Resources (WI DNR) has exempted Wetlands 1 and 2 from State Wetland Regulations (see **attached** letter dated March 9, 2017), since these areas were constructed **in the early 1990's** as storm water retention basin and

drainage improvements and the WI DNR has issued a permit to fill Wetland 3 (see **attached** letter dated January 10, 2018). In addition, the ACOE has issued a permit to fill these three (3) wetland areas (see **attached** letter dated January 25, 2018). All of the wetlands that will remain on the site will be located within Outlot 1 of the proposed CSM and will be preserved and protected.

The existing storm water retention basin will be relocated to the eastern portion of the property within Outlot 1 and will serve as a storm water collection area for the development.

Within Outlot 1, sanitary sewer was extended in an easement to serve the lots. Over the sanitary main there will be a **12'** wide, gravel path within the 30 foot easement that will provide access to the existing sanitary sewer main for maintenance purposes. This path will also provide a pathway for pedestrians and bicyclists to use as it will connect the Frontage Road to STH 165 in lieu of a sidewalk on the east side of 120th Avenue (East Frontage Road).

Municipal water is located in the East Frontage Road to service the property(ies).

Both STH 165 and 120th Avenue (East Frontage Road) are under the jurisdiction of the Wisconsin Department of Transportation (WI DOT). WI DOT, through access restrictions, will limit and approve/permit the driveway locations and access to the development sites. There will be no direct driveway access from the properties to STH 165. Three (3) shared access points to the east side of the 120th Avenue, and two (2) shared access points to the west side of 120th Avenue will be allowed by the WI DOT as shown on the Plans. Cross Access Easement Agreements shall be prepared for Village review and approval and eventual recording through the properties due to the restricted access and to promote uncongested traffic movement through this area.

The WI DOT will allow for the East Frontage Road to be closed temporarily during the infrastructure construction—to complete sanitary sewer, storm sewer, driveway entrances, median work and pavement milling/resurfacing within 120th Avenue (East Frontage Road). In addition, public street trees and public street lights will be installed on both sides of 120th Avenue (East Frontage Road) right-of-way by the Developer.

Developer Improvements. Public and private improvements (sanitary sewer, street trees, street lights within 120th Avenue (East Frontage Road) and public pedestrian path) and other obligations of the Developer and the Village are specified in the Development Agreement (forthcoming for final approval at a subsequent meeting). Tax Increment District (TID) #5, Amendment #1 includes reimbursements of certain costs for the following Developer funded projects in The Gateway Development. A general listing of Developer obligated public and private improvements in TID #5, Amendment 1 is set forth below:

- General construction (traffic control and mobilization)
- **Sanitary sewer construction (6" and 8" sanitary sewer main, manholes, risers and backfill and gravel pathway)**
- **Watermain construction (8" watermain with spoil backfill)**
- **Storm sewer construction (Remove and reinstall 15", 18", 36", 48", 60", 72" storm sewer, manholes, inlet covers culvert pipes, underdrains, rip rap, end walls and piping and install and maintain erosion control)**
- Electrical Improvements (Relocate electrical pull boxes, relocate one public street light, install 11 new public street lights, and install lighting control cabinet with meter)
- Site grading improvements (Site grading and paving and restoration)
- State Trunk Highway (STH) 165 improvements (Relocate inlets, remove pavement and curb and gutter, and install concrete pavement, move signage and other items)
- Public street trees and boulevard plantings (Install, mulch and stake East Frontage Road public street trees)
- Tpve (remove/replace asphalt and concrete) constructing turn lanues in the East Frontage

Road and STH 165

The Village is planning to issue a Developer Revenue Bond, also known as PAYGO (Pay As You Go) or Municipal Revenue Obligations to the WisPark LLC Developer, who will in turn provide their own financing for the installation and warranty of the projects as listed. Repayment to WisPark of any Developer Revenue Bond will be limited; however, based upon the terms set forth in the Village/WisPark LLC executed Development Agreement to be executed for the projects and may include only a portion of the annual tax increments collected in TID 5, subject to appropriation by the Village Board. To the extent that the revenues collected are insufficient and upon the expiration of the District, the Village will have no further financial obligation to the Developer. The PayGo debt instrument is not considered a general obligation of the Village and does not count **against the Village's statutory bonding capacity.**

The Village will be constructing a new sanitary sewer lift station to service the remaining vacant land west of the Des Plaines River, between CTH C and the State Line including lands west of the I-94 in Pleasant Prairie and Bristol (per the 1997 Boundary Agreement with Bristol). The TID #5, Amendment 1 will include financial provisions to pay for the installation of the new lift station so the Developer will not need to pay an assessment for the lift station construction, however, the Developer will be required to donate the approximated 10,800 square foot of land for the new lift station immediately east of the existing lift station on STH 165.

The new public street lights installed in 120th Avenue will be added to the LakeView West Street Lighting District with the ongoing street light obligation for the costs for electrical and facility energy and maintenance charges to be borne by The Gateway land owners.

Comprehensive Plan Amendment: The 2035 Land Use Plan Map 9.9 is proposed to be amended to correctly identify the field delineated wetlands into the Primary Environmental Corridor with a field verified wetland land use designation and to correctly show the non-wetland areas in Outlot 1 of the proposed CSM within the Park, Recreation and other open space land use designation. All other land use designations on the property will remain. In addition, Appendix 10-3 of the Comprehensive Plan will be updated to reflect the above noted changes to the 2035 Land Use Plan Map 9.9

Zoning Map and Text Amendments: The Zoning Map and the Land Use Plan are required to be consistent therefore, the following Zoning Map Amendments are proposed: the field delineated wetlands within Outlot 1 of the proposed CSM will be rezoned into the C-1, Lowland Resource Conservancy District and the remainder of the Outlot will be rezoned into the PR-1, Neighborhood Park and Recreational District for storm water management facilities. Lots 1, 2 and 3 of the proposed CSM will remain in the B-6, Freeway Oriented Business Center District and the entire property(ies) will be rezoned into the PUD, Planned Unit Development Overlay District. The areas zoned FPO, Floodplain Overlay Zoning Ordinance District will remain unchanged.

In addition, a Zoning Text Amendment is proposed to create the Planned Unit Development (PUD) Ordinance. Community benefits shall be reflected in: 1) using similar site architectural design, building materials/building colors; 2) coordinating shared signage; 3) installing the same parking lot light poles (light colors, LED fixture, heights, bases, style); 4) installing the same parking lot pavement marking colors; 5) installing the same traffic control sign sizes and traffic control poles – same architecture with top finials, color, type, style, and size; 6) planting larger and additional amounts of landscaping; 7) installing operational fire-sprinklers in all buildings (regardless of their size); 8) providing for shared cross access to and through the properties; 9) installing DSIS camera systems and providing DSIS Access Easements in compliance with Chapter #410 of the Municipal Code for each site development; and 10) installing a development monument entrance sign.

At this time, the PUD includes the following dimensional variations of the Zoning Ordinance:

- To require the minimum open space for Lots 1-3 of the proposed CSM together to be a minimum of 30% rather than 25% per lot. The approved Master Conceptual Plan illustrates 32.6% open space combined.

- To decrease the setback of parking lots, maneuvering lanes from the east property line adjacent to Outlot 1 of the proposed CSM to 0 feet rather than the required 20 feet.
- To allow for a 0 foot setback to all interior property lines to allow for shared cross access and parking access within the parking lots.
- To allow the street setback for a building on Lot 1 of the proposed CSM to be reduced to 50 feet from 65 feet.
- Lots 1 and 3 of the proposed CSM will be allowed to have multiple buildings on the property. (See **attached** potential building layout.)

In the future, when signage sizes and locations have been defined, the PUD may be amended to include the requests for larger or greater amounts of signage.

As individual sites are proposed to be developed detailed Site and Operational Plans that include site plans, drainage and grading plans, building plans, landscape plans, signage plans and all other required plans and documents pursuant to the Site and Operational Plan requirement of the Village Zoning Ordinance (Article IX of Chapter 420 of the Village Municipal Code) shall be submitted for each individual site improvements. As sites are developed the Conceptual Master Plan(s) shall be updated to incorporate the detailed plans and shown as part of the Site and Operational Plan set. As sites are developed and the detailed plans are provided, the PUD may be amended from time to time with Village prior approval.

In addition, a Digital Security Imaging System (DSIS) shall be required to be installed by each proposed use pursuant to the security requirements of Chapter 410 of the Village Municipal Code. A DSIS Agreement and recorded DSIS Access Easement will be required to be executed prior to the issuance of the site building permits, unless approved by the Village and separate arrangements are being made for the sharing of the DSIS system between users.

RECOMMENDATIONS:

Plan Commission recommends that the Certified Survey Map, Development Agreement and related Exhibits be approved subject to the following comments and conditions:

1. The Development Agreement and related exhibits shall be finalized and approved by the Plan Commission and the Village Board and executed by all parties prior to any work commencing. The Declarations of Covenants for The Gateway, the By-laws and Articles of Incorporation will be exhibits to the Development Agreement. The WisPark LLC has the rights and sole discretionary approval to modify by removing building sites and lots from the Declaration upon recording of an amendment to the LakeView Corporate Park Declaration of Development Standards and Protective Covenants. Upon approval, executed and recorded copies of these documents shall be provided to the Village.
2. See **attached** changes to the Certified Survey Map. A revised CSM shall be submitted for final review prior to executing and recording. See also note below regarding the street trees that may require additional changes to the CSM.
3. Any outstanding taxes or special assessments shall be paid prior to recording the CSM. Pursuant to the Village Finance Department there are not outstanding taxes or special assessments.
4. A parcel shall be created by a Certified Survey Map for the land area (10,800 square foot area) required for the future lift station. This area will be donated to the Village for the proposed lift station, as required in the Development Agreement.
5. The following changes shall be made to the Development Plans which will be an exhibit to the Development Agreement:
 - a. Subject to compliance with the **attached** comments dated May 23, 2018 from the Village Engineer.

- b. Access path needs to have additional asphalt. Current geotechnical report recommends major rehabilitation after only 8-10 years. Recommend adding an additional 2 inches of base stone and one inch of asphalt. Need to see access path detail over aerial with line work showing proposed improvements. This will include the entire length of the access path.
- c. The street trees shall be grouped with 3-5 similar trees adjacent to the East Frontage Road and their locations shall be verified to ensure that they do not interfere with other underground utilities. If the street trees cannot be located within the right-of-way the additional easements will need to be shown on the CSM with the required dedication language. In addition, grouping of low level plantings shall be added in the wider median areas of the East Frontage Road. Show planting details of the plans include a chart of planting size and mature size of all landscaping. All street trees when planted need to be a minimum of 6 feet with a caliper of 2 ½ inches.
- d. As development continues the Conceptual Master Plan (Sheets CP-1, CP-2 and CP-3) shall be updated to incorporate the detailed plans and included in the plan sheets. Update Sheets CP-1, CP-2 and CP-3 to reflect the following changes noted in this memo and comments for the Kwik Trip Site:
 - i. The gravel pathway location shall be shown on Sheet CP-1 to match what is shown on Sheets C-10 and Sheets C-11.
 - ii. Change the width of cross access driveways into the restaurant site on the corner and into the Kwik Trip from 40.3 feet and 44 feet (north and south entrances) to 35 feet in width on sheets CP-1 and CP-2. Align the Kwik Trip driveway to Lot 3 driveway. The correct width is shown on the Kwik Trip Site and Operational Plans
 - iii. Remove the word "Potential" from Lift Station Expansion site on all plan sheets (Master Conceptual Plan and Civil Plans) and label as "future".

6. **Upon approval of the CSM and the Development Agreement (including the development plans), and prior to the issuance of the required erosion control permits, underground utility permits the following shall be submitted (1 paper copy and a pdf copy):**

- a. A copy of approvals from Kenosha Water Utility, Southeastern Wisconsin Regional Planning Commission and WI DNR for the sanitary sewer extension.
- b. A copy of the Wisconsin Department of Natural Resources N.O.I. Permit. (Note: the NOI request must be submitted to the WI DNR by the land owner).
- c. A copy of the WI DOT Permit for all work within the right-of-way of STH 165 and 120th Avenue (East Frontage Road) and access permits.
- d. Written approval shall be provided from the easement holder(s) for proposed grading, utility, and/or other work within easement limits.
- e. An Erosion Control Permit Application and revised and Village approved Preliminary Site and Operational Plans. [Note: The required \$2,000 street sweeping cash deposit shall be deposited with the Village at the time of obtaining the Erosion Control. The street sweeping cash deposit is refundable, less 6% for administrative processing upon issuance of a Certificate of Compliance for the entire project if the amount is not drawn upon by the Village in maintaining the adjacent roadways free from dirt, mud clumps and mud tracking during the construction process. Silt fence shall be installed and inspected prior to any work starting.]
- f. The Commercial Underground Plumbing State approved plans and approval letters for the on-site utilities and private storm sewer.

- g. If a temporary development sign listing the project and contractors is proposed, then a sign permit application and related material shall be submitted. (No wind screen message signage is allowed and no plastic or material banners affixed to any site structures or trailers).

7. **Upon satisfaction of the above conditions and prior to work commencing on the site a preconstruction meeting shall be scheduled (coordinate date and time with Jean Werbie-Harris when the permit applications noted above are submitted).**

The Design Engineer of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. At a minimum the GC and Utility Contractors shall attend the pre-construction meeting. The Design Engineer of Record shall prepare and distribute the following items to all attendees (owners, engineer, contractors, utilities, and Village staff) at the pre-construction meeting:

- Pre-construction agenda (A sample agenda, if needed, will be provided by the Village to Design Engineer to modify for the meeting).
- Project construction schedule.
- List of all contractors.
- Emergency contact information for all – project superintendent, owner, architect, contractors etc.
- A pre-construction meeting shall be coordinated prior to any earth movement and issuance of the erosion control permit, shall be scheduled after the Engineering Plans, Development Agreement, the Tax Shortfall Agreement are completed, approved by the Village and executed. An early start must be approved and issued by the State of WI and the Building Inspection Department prior to obtaining the building permit.

The Design Engineer of Record shall email and distribute the minutes to all attendees within 7 days of the pre-construction meeting.

8. **Following the pre-construction meeting all necessary permits and fees shall be paid for and permits obtained from Village Building Inspection Department and construction may commence.**

9. As sites are developed within The Gateway at LakeView Corporate Park, detailed Site and Operational Plans shall be submitted for review and approval of the Village Plan Commission.

- a. The development shall comply with the ordinances in effect at the time of construction. In addition, detailed Site and Operational Plans are required to be submitted for review and approval prior to any development pursuant to the requirements for the Village Zoning Ordinance. Also, depending on the use proposed, the occupants may be required to obtain a Conditional Use Permit along with Site and Operational Plan approval from the Plan Commission and may require special licenses by the Village.
- b. The on-site parking will be evaluated to ensure that adequate parking can be provided for each building as the sites develops.
- c. On site signage poles, signs heights, pavement marking colors and other site characteristics shall be provided consistently for each development.
- d. Attractive commercial light pole standards/LED fixtures the same type and style shall be provided in the parking lot at a maximum height of 25 feet from grade with the fixtures style and color to compliment the building – bronze poles, LED fixtures on a 12 inch concrete base. The concrete bases of the light standards shall not exceed 12 inches above grade. All concrete, unpainted light pole bases shall be placed within landscaped areas or islands not within the pavement area of the parking lot. As a unified development all of the parking lot lights shall be the same

- style, height, color and size for the entire unified business development area.
- e. All exterior lighting shall be of the same LED color and brightness. Parking lot lighting shall be illuminated to provide sufficient lighting for the public's safety and the effective operation of the security cameras - per the Village's satisfaction.
 - f. All on site stop signage or other type of traffic/handicapped signage poles shall be placed on bronze or black round architectural poles with finial tops (pick a style for entire development). No u-channel poles shall be allowed.
 - g. Pursuant to Chapter 410 of the Village Municipal Ordinance the development is **required to comply with the Village "Security Ordinance"** were in each business will be required to have a Digital Security Imaging System (DSIS) Agreement and Access Easement. The DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine commercial establishments and their sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers. Each site will require a DSIS System (one system for the entire development or one system per building).
 - h. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each development site.
 - i. Municipal connection fees shall be paid prior to the connections of each building to the sanitary sewer system.
 - j. 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.
 - k. Written approval from The Gateway at LakeView Commercial Owners Association is required for each development site. A copy of the written approval shall be provided to the Village prior to issuance of any permits.

Plan Commission recommends approval of the **Comprehensive Plan Amendment (Ord. #18-27)** as presented.

Plan Commission recommends approval of the **Zoning Map and Text Amendments (Ord. #18-28 and Ord. #18-29)** as presented.

DEV1802-001
CODE1804-001
CODE1804-002

ORD. # 18-27
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

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

- 1) To correctly show the location of the field delineated wetlands (excluding the wetlands allowed to be filled) within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations as shown and legally described on **Exhibit 1**; and to place the non-wetland areas of Outlot 1 of CSM _____ into the Park, Recreation and Other Open Space land use designation on the property generally located at the northeast corner of 120th Avenue (East Frontage Road) and STH 165 (104th Street) and further identified as a part of Tax Parcel Number 92-4-122-193-0166.
- 2) To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

Adopted this 18th day of June 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink,
Village President

Jane C. Snell
Village Clerk

Ayes: ____ Nays: ____ Absent: ____

Posted: _____

Ord #18-27

CODE1804-001

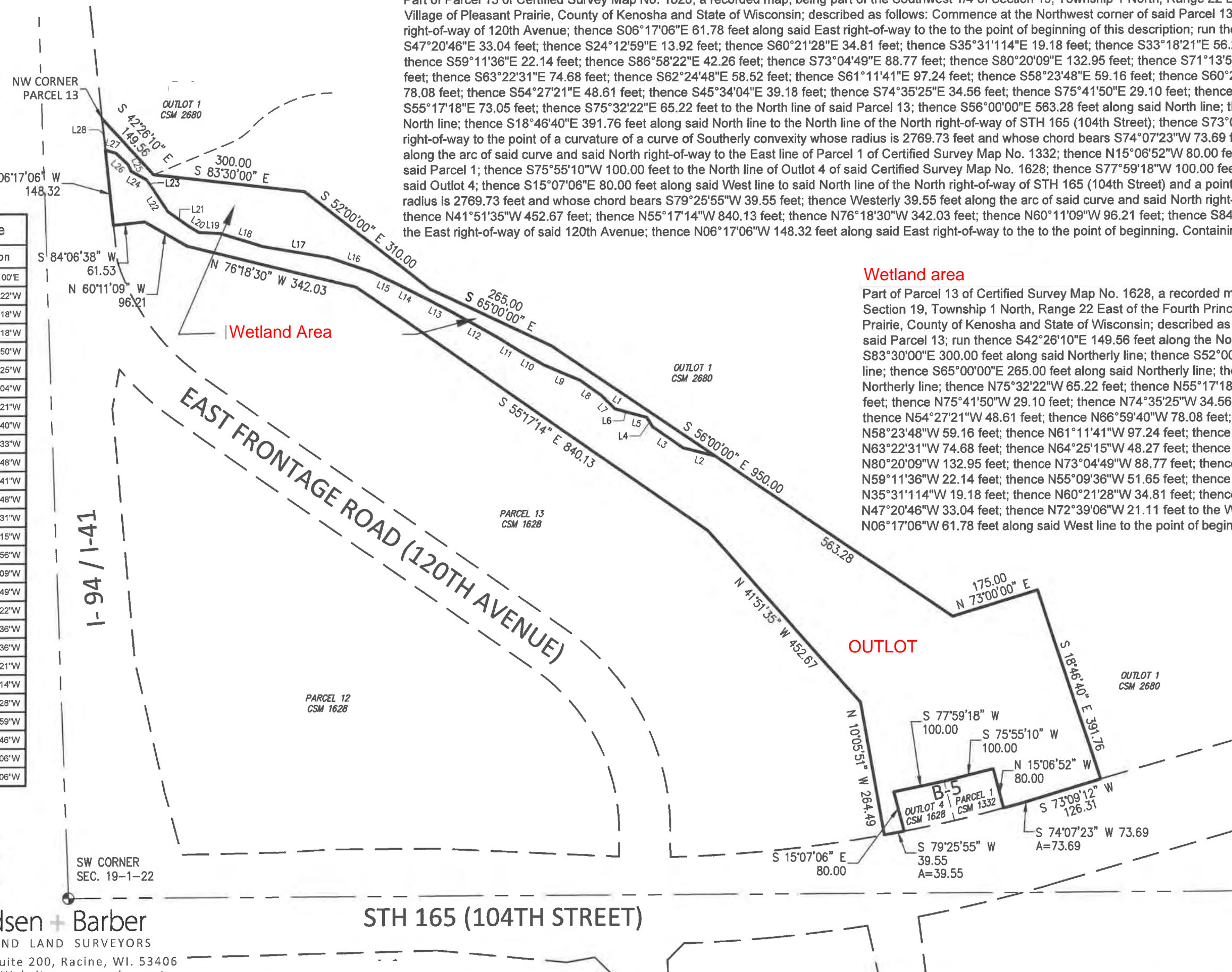
Outlot

Part of Parcel 13 of Certified Survey Map No. 1628, a recorded map, being part 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; described as follows: Commence at the Northwest corner of said Parcel 13 and the Easterly line of the East right-of-way of 120th Avenue; thence S06°17'06"E 61.78 feet along said East right-of-way to the to the point of beginning of this description; run thence S72°39'06"E 21.11 feet; thence S47°20'46"E 33.04 feet; thence S24°12'59"E 13.92 feet; thence S60°21'28"E 34.81 feet; thence S35°31'114"E 19.18 feet; thence S33°18'21"E 56.25 feet; thence S55°09'36"E 51.65 feet; thence S59°11'36"E 22.14 feet; thence S86°58'22"E 42.26 feet; thence S73°04'49"E 88.77 feet; thence S80°20'09"E 132.95 feet; thence S71°13'56"E 82.86 feet; thence S64°25'15"E 48.27 feet; thence S63°22'31"E 74.68 feet; thence S62°24'48"E 58.52 feet; thence S61°11'41"E 97.24 feet; thence S58°23'48"E 59.16 feet; thence S60°23'33"E 49.96 feet; thence S66°59'40"E 78.08 feet; thence S54°27'21"E 48.61 feet; thence S45°34'04"E 39.18 feet; thence S74°35'25"E 34.56 feet; thence S75°41'50"E 29.10 feet; thence S31°48'18"E 21.74 feet; thence S55°17'18"E 73.05 feet; thence S75°32'22"E 65.22 feet to the North line of said Parcel 13; thence S56°00'00"E 563.28 feet along said North line; thence N73°00'00"E 175.00 feet along said North line; thence S18°46'40"E 391.76 feet along said North line to the North line of the North right-of-way of STH 165 (104th Street); thence S73°09'12"W 126.31 feet along said North right-of-way to the point of a curvature of a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S74°07'23"W 73.69 feet; thence Southwesterly 73.69 feet along the arc of said curve and said North right-of-way to the East line of Parcel 1 of Certified Survey Map No. 1332; thence N15°06'52"W 80.00 feet along said East line to the North line of said Parcel 1; thence S75°55'10"W 100.00 feet to the North line of Outlot 4 of said Certified Survey Map No. 1628; thence S77°59'18"W 100.00 feet along said North line to the West line of said Outlot 4; thence S15°07'06"E 80.00 feet along said West line to said North line of the North right-of-way of STH 165 (104th Street) and a point on a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S79°25'55"W 39.55 feet; thence Westerly 39.55 feet along the arc of said curve and said North right-of-way; thence N10°05'51"W 264.49 feet; thence N41°51'35"W 452.67 feet; thence N55°17'14"W 840.13 feet; thence N76°18'30"W 342.03 feet; thence N60°11'09"W 96.21 feet; thence N6°17'06"W 148.32 feet along said East right-of-way to the to the point of beginning. Containing 7.308 acres.

Wetland area

Part of Parcel 13 of Certified Survey Map No. 1628, a recorded map, being part 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; described as follows: Begin at the Northwest corner of said Parcel 13; run thence S42°26'10"E 149.56 feet along the Northerly line of said Parcel 13; thence S83°30'00"E 300.00 feet along said Northerly line; thence S52°00'00"E 310.00 feet along said Northerly line; thence S65°00'00"E 265.00 feet along said Northerly line; thence S56°00'00"E 386.72 feet along said Northerly line; thence N75°32'22"W 65.22 feet; thence N55°17'18"W 73.05 feet; thence N31°48'18"W 21.74 feet; thence N75°41'50"W 29.10 feet; thence N74°35'25"W 34.56 feet; thence N45°34'04"W 39.18 feet; thence N54°27'21"W 48.61 feet; thence N66°59'40"W 78.08 feet; thence N60°23'33"W 49.96 feet; thence N58°23'48"W 59.16 feet; thence N61°11'41"W 97.24 feet; thence N62°24'48"W 58.52 feet; thence N63°22'31"W 74.68 feet; thence N64°25'15"W 48.27 feet; thence N71°13'56"W 82.86 feet; thence N80°20'09"W 132.95 feet; thence N73°04'49"W 88.77 feet; thence N86°58'22"W 42.26 feet; thence N59°11'36"W 22.14 feet; thence N55°09'36"W 51.65 feet; thence N33°18'21"W 56.25 feet; thence N35°31'114"W 19.18 feet; thence N60°21'28"W 34.81 feet; thence N24°12'59"W 13.92 feet; thence N47°20'46"W 33.04 feet; thence N72°39'06"W 21.11 feet to the West line of said Parcel 13; thence N06°17'06"W 61.78 feet along said West line to the point of beginning. Containing 1.499 acres

Line #	Length	Direction
L1	386.72	S56° 00' 00"E
L2	65.22	N75° 32' 22"W
L3	73.05	N55° 17' 18"W
L4	21.74	N31° 48' 18"W
L5	29.10	N75° 41' 50"W
L6	34.56	N74° 35' 25"W
L7	39.18	N45° 34' 04"W
L8	48.61	N54° 27' 21"W
L9	78.08	N66° 59' 40"W
L10	49.96	N60° 23' 33"W
L11	59.16	N58° 23' 48"W
L12	97.24	N61° 11' 41"W
L13	58.52	N62° 24' 48"W
L14	74.68	N63° 22' 31"W
L15	48.27	N64° 25' 15"W
L16	82.86	N71° 13' 56"W
L17	132.95	N80° 20' 09"W
L18	88.77	N73° 04' 49"W
L19	42.26	N86° 58' 22"W
L20	22.14	N59° 11' 36"W
L21	51.65	N55° 09' 36"W
L22	56.25	N33° 18' 21"W
L23	19.18	N35° 31' 14"W
L24	34.81	N60° 21' 28"W
L25	13.92	N24° 12' 59"W
L26	33.04	N47° 20' 46"W
L27	21.11	N72° 39' 06"W
L28	61.78	N06° 17' 06"W



Mark R. Madsen
4-9-18

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

Scale: 1" = 200'
Drawn By: SCB
DATE: 04-05-2018
2014.0037.04
Rezoning Exhibit
WisPark, LLC.
Pleasant Prairie, Wisconsin

ORD. # 18-28

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

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

The property generally located at the northeast corner of STH 165 (104th Street) and 120th Avenue (East Frontage Road) known as Outlot 1 of CSM _____ and located in U.S. Public Land Survey Section 19, Township 1 North, Range 22 East of the 4th Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 92-4-122-193-0166 is hereby rezoned as follows: the wetland areas as shown and legally described on **Exhibit 1** on the property are hereby rezoned into the C-1, Lowland Resource Conservancy District, the remainder of the lands within said Outlot is hereby rezoned into the PR-1, Neighborhood Park and Recreational District; and Lots 1, 2 and 3 and Outlot 1 of CSM _____ are hereby rezoned into the Planned Unit Development Overlay (PUD) District. Lots 1, 2 and 3 of CSM _____ will remain in the B-6, Freeway Oriented Business Center District and any lands zoned FPO, Floodplain Overlay District will remain unchanged.

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

Adopted this 18th day of June 2018.

VILLAGE BOARD OF TRUSTEES

John P. Steinbrink
Village President

ATTEST:

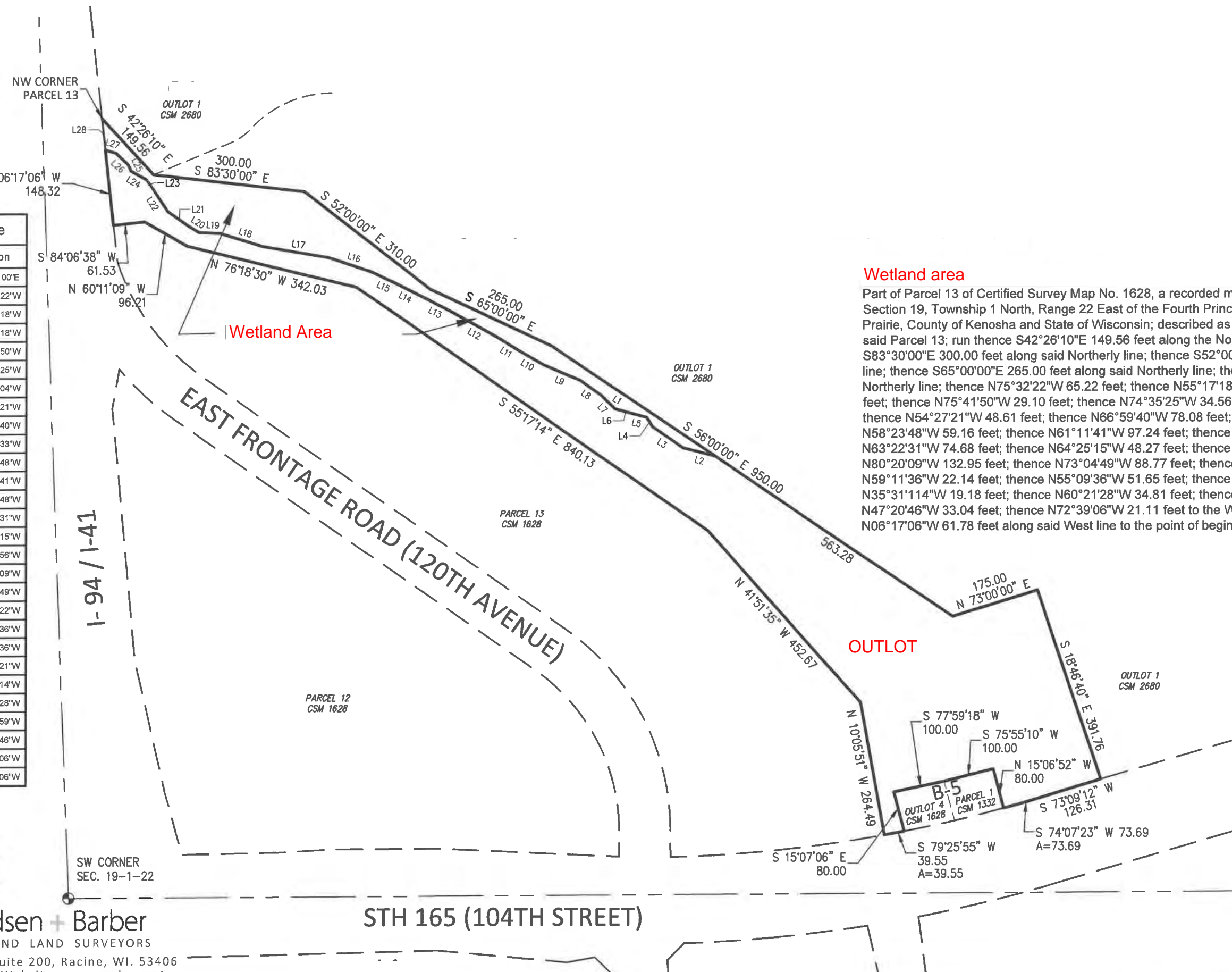
Jane C. Snell
Village Clerk

Posted: _____

28-Gateway wetland and outlot rezone
CODE1804-002



Parcel Line Table		
Line #	Length	Direction
L1	386.72	S56° 00' 00"E
L2	65.22	N75° 32' 22"W
L3	73.05	N55° 17' 18"W
L4	21.74	N31° 48' 18"W
L5	29.10	N75° 41' 50"W
L6	34.56	N74° 35' 25"W
L7	39.18	N45° 34' 04"W
L8	48.61	N54° 27' 21"W
L9	78.08	N66° 59' 40"W
L10	49.96	N60° 23' 33"W
L11	59.16	N58° 23' 48"W
L12	97.24	N61° 11' 41"W
L13	58.52	N62° 24' 48"W
L14	74.68	N63° 22' 31"W
L15	48.27	N64° 25' 15"W
L16	82.86	N71° 13' 56"W
L17	132.95	N80° 20' 09"W
L18	88.77	N73° 04' 49"W
L19	42.26	N86° 58' 22"W
L20	22.14	N59° 11' 36"W
L21	51.65	N55° 09' 36"W
L22	56.25	N33° 18' 21"W
L23	19.18	N35° 31' 14"W
L24	34.81	N60° 21' 28"W
L25	13.92	N24° 12' 59"W
L26	33.04	N47° 20' 46"W
L27	21.11	N72° 39' 06"W
L28	61.78	N06° 17' 06"W



Wetland area

Part of Parcel 13 of Certified Survey Map No. 1628, a recorded map, being part 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; described as follows: Begin at the Northwest corner of said Parcel 13; run thence S42°26'10"E 149.56 feet along the Northerly line of said Parcel 13; thence S83°30'00"E 300.00 feet along said Northerly line; thence S52°00'00"E 310.00 feet along said Northerly line; thence S65°00'00"E 265.00 feet along said Northerly line; thence S56°00'00"E 386.72 feet along said Northerly line; thence N75°32'22"W 65.22 feet; thence N55°17'18"W 73.05 feet; thence N31°48'18"W 21.74 feet; thence N75°41'50"W 29.10 feet; thence N74°35'25"W 34.56 feet; thence N45°34'04"W 39.18 feet; thence N54°27'21"W 48.61 feet; thence N66°59'40"W 78.08 feet; thence N60°23'33"W 49.96 feet; thence N58°23'48"W 59.16 feet; thence N61°11'41"W 97.24 feet; thence N62°24'48"W 58.52 feet; thence N63°22'31"W 74.68 feet; thence N64°25'15"W 48.27 feet; thence N71°13'56"W 82.86 feet; thence N80°20'09"W 132.95 feet; thence N73°04'49"W 88.77 feet; thence N86°58'22"W 42.26 feet; thence N59°11'36"W 22.14 feet; thence N55°09'36"W 51.65 feet; thence N33°18'21"W 56.25 feet; thence N35°31'14"W 19.18 feet; thence N60°21'28"W 34.81 feet; thence N24°12'59"W 13.92 feet; thence N47°20'46"W 33.04 feet; thence N72°39'06"W 21.11 feet to the West line of said Parcel 13; thence N06°17'06"W 61.78 feet along said West line to the point of beginning. Containing 1.499 acres



Mark R. Madsen
4-9-18

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

Scale: 1" = 200'
Drawn By: SCB
DATE: 04-05-2018
2014.0037.04
Rezoning Exhibit
WisPark, LLC.
Pleasant Prairie, Wisconsin

ORD. #18-29
ORDINANCE TO CREATE
THE GATEWAY AT LAKEVIEW CORPORATE PARK
PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE PURSUANT TO
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, to create The Gateway at LakeView Corporate Park Planned Unit Development (PUD) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

THE GATEWAY AT LAKEVIEW CORPORATE PARK PLANNED UNIT DEVELOPMENT

- a. It is the intent that The Gateway at LakeView Corporate Park Development (hereinafter referred to as the "DEVELOPMENT"), will provide for commercial structures, improvements and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-6, Freeway Oriented Business Center Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of proper maintenance on a regular basis for the structures, sanitary sewer, water, storm sewer and storm water basins, boulevards, landscaping, street trees and street terrace areas, parking areas, sidewalks/pedestrian walkways, security cameras, lighting, signage, garbage dumpster enclosures, and overall site so as to promote an attractive and harmonious commercial development area and work to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located in the Village of Pleasant Prairie as well as avoids unreasonable adverse effects to the property values of the surrounding properties and the surrounding neighborhood.
- b. Legal Description: The property included is collectively known as Lots 1, 2 and 3 and Outlot 1 of CSM _____ as recorded at the Kenosha County Register of Deeds Office in the Prairie Ridge Development located in U.S. Public Land Survey Section 19, Township 1 North, Range 22 East in the Village of Pleasant Prairie.
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
 - (ii) The DEVELOPMENT shall be in compliance with The Gateway at LakeView Corporate Park Declaration of Development Standards and Protective Covenants, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.
 - (iii) The DEVELOPMENT will be incorporated into the LakeView Street Lighting District and is responsible for its payment of street lights/energy costs associated with the street lighting in the adjacent streets (STH 165 and 120th Avenue (East Frontage Road)).
 - (iv) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Development Agreement and any Site and Operational Plan or Conditional Use Permit, which may be approved by the Village within the DEVELOPMENT on file with the Village.
 - (v) The DEVELOPMENT, including but not limited to, the building, signage, fence(s), garbage dumpster enclosures, landscaping, irrigation, parking lot(s) including pavement markings and parking space stripping, exterior building(s) and parking

lot site lighting, public street trees, terrace areas and sidewalks etc., and the DEVELOPMENT as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on and adjacent to the sites within the DEVELOPMENT. Annually, or more frequent if necessary, compliance inspections will be performed to verify that the site, development, building, landscaping and signage are being maintained in compliance with the Village approved Site and Operational Plans and Village Ordinance requirements. Dead site landscaping and diseased street trees and plantings shall be removed and replaced each year per the approved Landscape Plans; site landscaping shall be watered, trimmed and maintained; signage and fencing shall be repaired and repainted as needed; street terrace areas shall be irrigated, weeded and mowed regularly; parking lot and building lighting and DSIS camera system for each lot in the DEVELOPMENT shall be operable and maintained; all structures, trim, and building architectural details shall be cleaned, repainted, fixed, and repaired on a regular basis; and the parking lots shall be surfaced and pedestrian/driveway pavement directional markings and parking lot striping shall be repainted on a regular basis.

- (vi) The owners of each lot within the DEVELOPMENT shall be in compliance with a Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village.
- (vii) The owners of the DEVELOPMENT shall be in compliance with the Fire & Rescue protection requirements as set forth Section 180 of the Municipal Code. In addition, the owners shall also have the obligation, as a condition precedent to occupancy for all buildings, regardless of building size, to install and to maintain operational fire sprinklers, as reviewed and approved by the Village Fire & Rescue Department.
- (viii) All buildings and site alterations and modifications, including general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the Village conditions of approval and applicable Village Ordinances and Codes at the time the modification is approved.
- (ix) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, same parking lot light poles (height, colors and fixtures), same parking lot pavement marking colors, outdoor furniture, etc.
- (x) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT or any lot is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized for vehicular and pedestrian cross-access in order to allow and facilitate the movement of vehicular traffic within the DEVELOPMENT.
- (xi) Delivery vehicles and trucks shall be temporarily parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.

- (xii) There shall be no roof mounted or sidewalk signage displays of merchandise or any other items, including temporary or permanent signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
- (xiii) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
- (xiv) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, person, landscaping, vehicle, roof-top, or the ground unless expressly permitted by the Zoning Ordinance.
- (xv) No tenant advertising sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the properties or public right-of-ways for the purposed of advertising the businesses, sales for special offers of the service or retail businesses.
- (xvi) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times and garbage pick-up times for the B-6 District at all times during the year, even during the holiday seasons unless expressly approved in through a PUD or Conditional Use Permit approved by the Village.
- (xvii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. The sites within the DEVELOPMENT shall be checked daily for litter and debris, which shall be promptly disposed.
- (xviii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots. No vehicles for sale shall be parked in the DEVELOPMENT.
- (xix) In the event that any tenant requests public transportation to service the DEVELOPMENT, it shall be the responsibility of the requesting party(ies), not the Village, to fund the cost of providing such public transportation to and from the DEVELOPMENT.
- (xx) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- (i) Section 420-122.1 J (1) related to the number of principal structures per lot is hereby amended to read as follows:
 - (1) Number of Principal Structures per lot. Lots 1 and 3 within the DEVELOPMENT may have three (3) principal structures per lot.
- (ii) Section 420-122.1 I (3) related to open space standards in the B-6 District is hereby amended to read as follows:
 - (3) Open space: 30% minimum (combined) within Lots 1, 2 and 3 of the DEVELOPMENT.
- (iii) Section 420-122.1 I (4) (c) [1] related to street setback in the B-6 District is hereby amended to read as follows:

[1] Street setback: minimum of 65 feet from any public street except for Lot 1 of CSM [redacted] may be reduced to 50 feet.

(iii) Section 420-47 E related to setbacks for driveways is hereby amended as follows:

E. Setback. The shared access driveways within the DEVELOPMENT may cross common property line between Lots within the DEVELOPMENT.

(iv) Section 420-48 L related to setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) is hereby amended as follows:

L. Parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be a minimum of 20 feet from any property lines adjacent to a public street right-of-way; and no setback required from any interior property lines (including between the Lots and the Outlot within the DEVELOPMENT pursuant to cross access easements recorded within said DEVELOPMENT. In addition all parking lot spaces striping/pavement markers shall be the same color within the DEVELOPMENT and any faded markings shall be repainted regularly or as needed.

e. Amendments

(i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.

(ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 18th day of June 2018.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane C. Snell
Village Clerk

Posted: _____
29-the gateway pud
CODE1804-002



March 09, 2017

WIC-SE-2017-30-00583

Mr. Jerry Franke
WisPark, LLC
301 West Wisconsin Avenue, Suite 400
Milwaukee, WI 53203

RE: Artificial/Exempt Wetland Determination Request, Lakeview West Site 16B, also described as being located in the SW ¼ of the SW ¼ of Section 19, T01N, R22E, Village of Pleasant Prairie, Milwaukee County.

Dear Mr. Franke:

This letter is in response to your request for an artificial/exempt wetland determination for four wetlands delineated within the project area as described above. These four wetland areas are depicted on the attached wetland delineation exhibit as Wetlands 1 through 4. This request was received by the Department on March 1, 2017.

According to NR 103.02(1m), Wis. Adm. Code, an artificial wetland is a landscape feature where hydrophytic vegetation may be present as a result of human modifications to the landscape or hydrology for which there is not prior wetland or stream history. Four types of artificial wetlands are exempt from state wetland water quality standards, **provided they do not provide significant functional values or uses:** 1) Sedimentation and stormwater detention basins and associated conveyance features operated and maintained only for sediment detention and flood storage purposes; 2) Active sewage lagoons, cooling ponds, waste disposal pits, fish rearing ponds and landscape ponds; 3) Actively maintained farm drainage and roadside ditches; and 4) Artificial wetlands within active nonmetallic mining operations.

The Department reviewed the following materials to aid in our exemption determination:

- Historic aerial photography for the site
- Natural Resources Conservation Service (NRCS) soil mapping and Wisconsin Wetland Inventory (WWI) mapping for the site and surrounding area
- Various plan sets, survey documents, and other submitted materials providing evidence that the areas in question are active and maintained constructed features directly associated with a storm water detention and sedimentation treatment system

Below is a brief summary of our review process and findings:

Step 1 – Wetland/Waterway History

The first step in the review process is to determine if the areas in question ever exhibited any wetland or waterway history. For clarity, the four wetland areas evaluated for this determination will be referred to as Wetlands 1 through 4, as depicted on the attached wetland delineation exhibit.

The four areas in question are located within the following NRCS soil mapping units: Ashkum silty clay loam (AtA) and Elliott silty clay loam (EtB). Ashkum soils are hydric (wet) and typically support wetland conditions if undisturbed. Elliott soils contain inclusions of hydric (wetter) soils that may support wetland conditions if undisturbed.

The WWI mapping indicates two Open Water Excavated (W0Hx) wetlands in roughly the same locations as Wetland 1 and Wetland 3, respectively. Additional WWI mapped wetland is present to the north, east, and south of the areas in question.

Examination of historic aerial photography for the area within and around the areas in question shows land use to be agricultural row cropping from at least as early as 1937 until the late 1980's/early 1990's. At this point in time State Highway 165 was built to the south of the project area and 120th Avenue (I-94 Frontage Road) was built to the west of the project area. It appears that the four areas in question were either created directly or indirectly as a result of this activity. This large scale disturbance activity appears to have been completed by 1993, and from that point to the present day land use within the project area appears to have primarily been mowed old field vacant ground and constructed infrastructure.

In summary, there does not appear to be any substantial or consistent evidence that any of the four areas in question exhibited wetland history prior to their either direct or indirect creation in the early 1990's.

Therefore, all four of the areas in question are eligible for consideration for artificial/exempt status.

Step 2: Satisfaction of Landscape Features as Artificial Wetlands

The next step in the review process is to determine if Wetlands 1 through 4 qualify as artificial wetlands by meeting the following landscape characteristic: Active and maintained components of a formally designed stormwater treatment system.

Wetland 1

A 1991 water main plan for 120th Avenue provided by the applicant shows proposed contours and associated structures for what is labeled a "Proposed Detention Pond" in and around the current extent of Wetland 1. The 2015 wetland delineation provided by the applicant confirms that this feature was more or less constructed as shown on the 1991 plan, and also that the feature continues to function as a stormwater detention pond and has been at least minimally maintained in order to continue to function as such.

Therefore, it does appear that Wetland 1 is an actively maintained stormwater detention basin artificial wetland under NR 103.02(1m) and remains eligible for exemption from state wetland regulations.

Wetland 2

A 1991 water main plan for 120th Avenue provided by the applicant shows proposed contours and an outlet structure for a portion of Wetland 2. Even though the entirety of Wetland 2 is not shown on the 1991 plan, it can be reasonably assumed that this feature was more or less constructed as shown on the plan and confirmed by the 2015 wetland delineation, and also that the feature

continues to function as a conveyance feature directly associated with the Wetland 1 retention pond and has been at least minimally maintained in order to continue to function as such.

Therefore, it does appear that Wetland 2 is a conveyance feature component of a designed stormwater system artificial wetland under NR 103.02(1m) and remains eligible for exemption from state wetland regulations.

Wetlands 3 and 4

Review of historic aerial photography from the early 1990's indicates that grading and disturbance activity surrounded Wetlands 3 and 4, but that the area itself was never directly impacted. Soil profiles taken from within Wetlands 3 and 4, found in the 2015 wetland delineation report, show an undisturbed condition, providing further evidence that this area was untouched by the early 1990's activity. It appears that Wetlands 3 and 4 have developed naturally over the past 25 years, as an indirect result of the large scale disturbance activity of the late 1980's/early 1990's.

Therefore, Wetlands 3 and 4 do not fall within the parameters of artificial wetlands as defined under NR 103.02(1m) and are not eligible for exemption from state wetland regulations.

Step 3: Significant Wetland Functional Values

The final step in the review process is to determine if Wetlands 1 and 2 provide significant functional values or uses for wildlife, both aquatic and non-aquatic, or provides significant recreational, cultural, educational or scientific uses or natural scenic beauty. The Wisconsin Rapid Assessment Methodology (WRAM) criteria are used as the basis for these determinations.

Evaluating the areas in question based on the WRAM criteria, Wetlands 1 and 2 would likely rate predominantly in the low to moderate significance classifications for both aquatic and non-aquatic wildlife and human use values.

Conclusion

Based on our review, Wetlands 1 and 2 as depicted on the attached wetland delineation exhibit are exempt from state wetland and waterway regulations. Wetlands 3 and 4 as depicted on the attached wetland delineation exhibit are not exempt from state wetland and waterway regulations. It should be noted that the determination that a wetland is not exempt from state wetland regulations does not preclude proposed wetland impacts through the wetland permitting process or a determination of state regulatory authority through other means.

In addition to contacting DNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project. **We strongly recommend that you request a U.S. Army Corps of Engineers jurisdictional determination for the site's wetland features since these are exemptions that do not exist in federal law.** The U.S. Army Corps of Engineers contact for Kenosha County is Rachel Nuetzel. Ms. Nuetzel can be reached at rachel.a.nuetzel@usace.army.mil.

If you have any questions, please call me at (608) 261-6430 or email Neil.Molstad@wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Molstad". The signature is fluid and cursive, with the first name "Neil" being more prominent than the last name "Molstad".

Neil Molstad
Wetland Identification Specialist

cc: Rachel Nuetzel, U.S. Army Corps of Engineers
Elaine Johnson, DNR Water Management Specialist, Kenosha County
Intake, DNR Stormwater SE Region
Village of Pleasant Prairie
Jason Christensen, Nielsen, Madsen, & Barber
Chris Jors, SEWRPC

Attachments:

Project Area Location Map
Wetland Survey Exhibit for the Project Area Showing Wetlands Exempt from State
Regulation

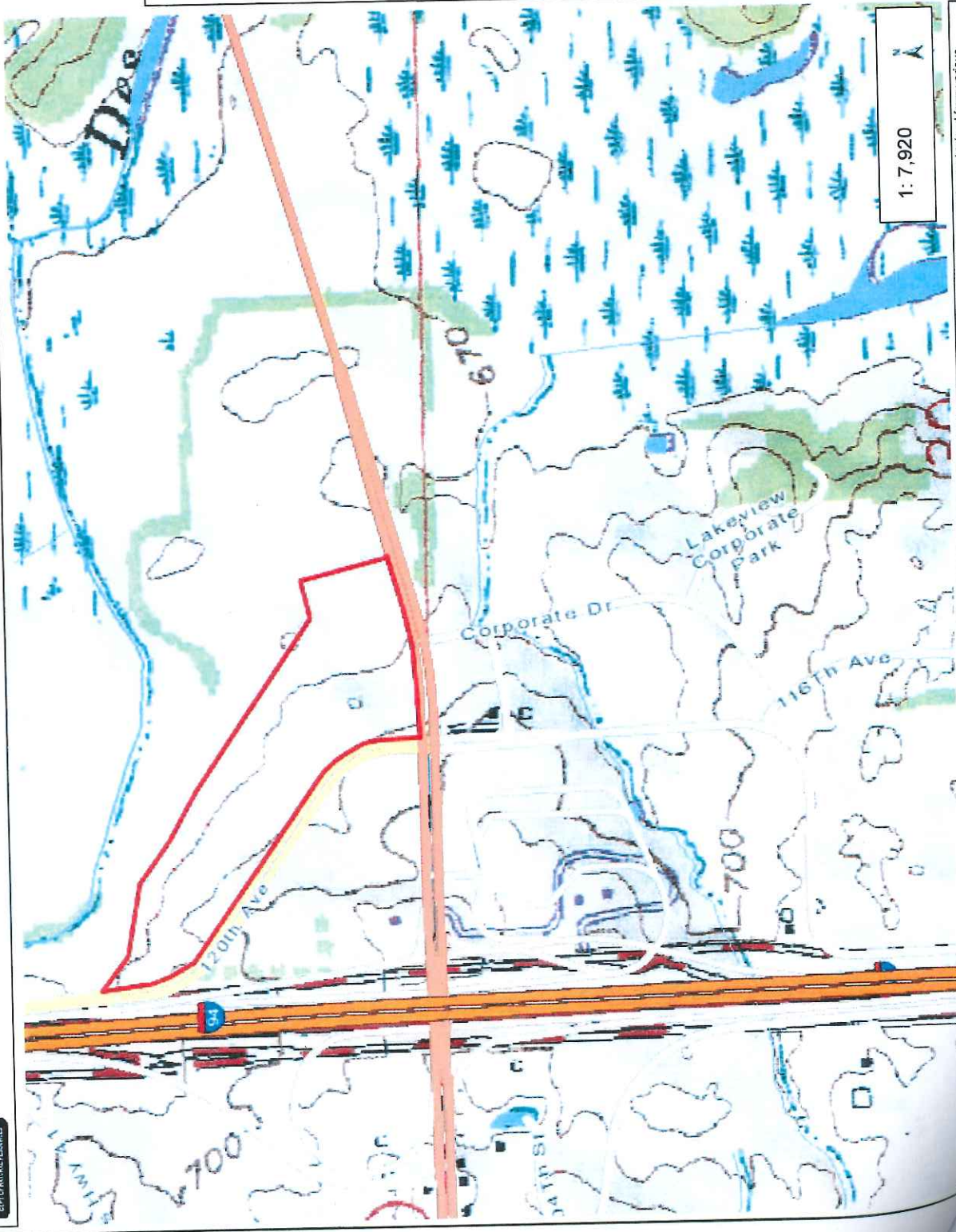
Surface Water Data Viewer Map



Legend
Rivers and Streams
Open Water



Notes



1:7,920



0.3 Miles

0.13

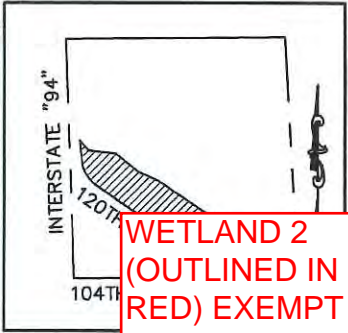
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0.3

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, complements, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/org/legal/>

WETLAND DELINEATED BY DAVE MEYER OF WETLAND & WATERWAY CONSULTING, LLC. FIELD LOCATED BY JSD PROFESSIONAL SERVICES, INC. ON SEPT. 8 AND 11, 2015.

TOTAL WETLAND AREA WITHIN PROJECT: 3.508 AC.



LOC SW 1/4 SC

WETLAND 2 (OUTLINED IN RED) EXEMPT FROM STATE WETLAND REGULATIONS.

WETLAND 3: NOT EXEMPT FROM STATE WETLAND REGULATIONS.

WETLAND 1: EXEMPT FROM STATE WETLAND REGULATIONS.

WETLAND 4: NOT EXEMPT FROM STATE WETLAND REGULATIONS.

NOTE: OTHER WETLANDS DEPICTED ON THIS FIGURE HAVE NOT BEEN EVALUATED FOR EXEMPTION AND SHOULD BE CONSIDERED NON-EXEMPT.



R:\2014\14C6301 LakeView ALTA - Wetland Survey\dwg\14C6301 Wetland Map2015.dwg User: riskandarslajch

JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 MILWAUKEE REGIONAL OFFICE
 N22 W22931 NANCY'S COURT SUITE 3
 WAUKESHA, WISCONSIN 53186
 262.513.0666 PHONE | 262.513.1232 FAX
 www.jsdinc.com

PROJECT:
**LAKEVIEW WEST
 SITE 16B**
 PLEASANT PRAIRIE, WI

SHEET TITLE:
**WETLAND
 DELINEATION MAP**

JSD PROJECT NUMBER:
 14-6301
 DRAWN BY: RWI
 CHECKED BY: RKW
 DATE:
 09-15-15

SHEET NUMBER:
W-1



January 10, 2018

IP-SE-2017-30-03776
Corps # MVP-2015-04401-RAN

Wispark LLC
Erica-Nicole Harris
231 West Michigan Street, P423
Milwaukee, WI 53203

Dear Ms. Harris:

The Department has completed review of your proposal to impact 0.27 acres of fresh wet meadow impacts associated with a proposed development known as Lakeview West in Pleasant Prairie, Kenosha County. We have determined that your project meets state standards. Enclosed is your state wetland permit which approves your project and lists the conditions which must be followed. Please read your permit carefully so that you are fully aware of what is expected of you.

Your enclosed state water quality certification confirms the state certification necessary for proceeding under an approval pursuant to a federal permit issued by the Army Corps of Engineers.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (262) 574-2136 or email Elaine.Johnson@wisconsin.gov.

Sincerely,

Elaine Johnson
Water Management Specialist

cc: Rachel Nuetzel, Project Manager, U.S. Army Corps of Engineers
Jason Christensen, Nielsen Madsen & Barber
Peggy Herrick, Village of Pleasant Prairie
Kenosha County
Pam Schense, Pete Wood, WDNR

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Wetland Individual Permit
IP-SE-2017-30-03776**

Wispark LLC is hereby granted under Section 281.36, Wisconsin Statutes, and 33 U.S.C.S §1341 (CWA §401) a permit for wetland fill or disturbance in the Village of Pleasant Prairie, Kenosha County, also described as being in the SW1/4 of the SW1/4 of Section 19, Township 1 North, Range 22 East, subject to the following conditions:

PERMIT

1. You must notify Elaine Johnson at phone (262) 574-2136 or email Elaine.Johnson@wisconsin.gov before starting the discharge and again not more than 5 days after the discharge is complete.
2. You must complete the discharge as described on or before 01/10/2021. If you will not complete the discharge by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans dated 9/25/17, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity results in significant adverse impact to wetland functional values, in significant adverse impact to water quality, or in other significant adverse environmental consequences.
7. You must post a copy of this permit at a conspicuous location on the project site, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.

10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 281.36 (13), Wis. Stats., for any violations of Section 281.36, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. Authorization hereby granted by the Department is transferable to any person upon prior written approval of the transfer by the Department.
13. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days**.

14. A total of 0.27 acres of wetland will be impacted as a result of the project. No other portion of the wetland may be disturbed beyond the area designated in the plans dated 9/25/17. You are not allowed to temporarily or permanently stockpile excavated or fill material in the wetland outside of the designated impact area.
15. Development in conjunction with this project, such as construction or filling, must conform to State Floodplain Management Standards and local zoning regulations.
16. Appropriate erosion control measures must be in-place and effective during every phase of this project.
17. All erosion and sediment control measures must be inspected, and any necessary repairs or maintenance performed, after every rain event exceeding 0.5 inches and at least once per week.

18. 19. Written reports must be kept of all erosion and sediment control inspections, including any repairs made. Inspection reports must be made available to Department personal upon request and must remain on the project site at all times work is being performed.

FINDINGS OF FACT

1. Wispark LLC has filed an application for a permit for wetland fill or disturbance in the Village of Pleasant Prairie, Kenosha County, also described as being in the SW1/4 of the SW1/4 of Section 19, Township 1 North, Range 22 East.
2. The project involves the impact of 0.27 acres of fresh wet meadow wetlands associated with the installation of a stormwater basin for a proposed retail development known as Lakeview West, to be located east of I-94 East Frontage Road (120th Avenue) and North of STH 165 (104th Street).
3. The applicant was required to compensate for wetland losses through compensatory mitigation. The Department evaluated the wetland mitigation proposal and determined that WI Wetland Conservation Trust (WWCT) in-lieu fee mitigation credits could mitigate the wetland functions lost due to the project and fulfill the compensation requirement. Not enough credits were available from an approved mitigation bank. The Department determined that the applicant must purchase a total of 0.39 credits to compensate for the loss of 0.27 acres of fresh wet meadow wetland at a required mitigation ratio of 1.45:1. The ratio was determined by starting with the state minimum ratio of 1.2:1 and adding 0.25 to offset the temporal loss of wetland function associated with advanced WWCT credits. An Affidavit of Compensatory Mitigation Credit Purchase was submitted to the Department by the WWCT on January 8, 2018 for the purchase of 0.39 mitigation credits, fulfilling the mitigation requirement.
4. No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative taking into consideration practicable alternatives that avoid wetland impacts. The applicant has determined enlarging the existing pond, or locating the proposed pond elsewhere on the site, is not a viable alternative because of site topography, local Village requirements for locating the pond, and the financial impact resulting from the loss of valuable roadway frontage and developable land. A larger, higher quality floodplain wetland approximately 1.8 acres in size along the northern edges of the property will remain preserved as part of the development.
5. All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.
6. The proposed project will not result in significant adverse impacts to wetland functional values, significant impacts to water quality, or other significant adverse environmental consequences. The existing wetlands have likely formed at the site due to previous grading and berming activities, which has caused water to pond in this area. The wetlands are regularly mowed and have low floral diversity, low wildlife habitat and are of low functional value. A larger, higher quality floodplain wetland approximately 1.8 acres in size along the northern edges of the property will remain.

7. The project will result in the direct impact of 0.27 acres of low quality fresh wet meadow wetlands.
8. Cumulative impacts include wetland impact of similar commercial development projects in a desirable highway corridor.
9. Secondary wetland impacts include potential impacts to remaining wetland due to post construction stormwater practices.
10. The project will result in a net neutral environmental benefit.
11. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
12. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
13. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 281.36, , Wisconsin Statutes and Chapters NR 103 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 281.36(3p)(d)1m., Stats, Stats., and was responsible for publication of the notice of pending application under s. 281.36(3p)(d)1m., Stats. or the notice of public informational hearing under s. 281.36(3p)(d)1m., Stats., or both. Section 281.36(3p)(d)1m., Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. Section 281.36(3p)(d)1m., Stats, requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 281.36.(3q), Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 281.36 (3q), Wis. Stats., and section NR 2.03, Wis. Adm. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed discharge under the wetland individual permit is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the discharge, as proposed, may result in a violation of the provisions of this section.
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.
4. If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Waukesha Service Center, Wisconsin on 01/10/2018.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By 

Elaine Johnson
Water Management Specialist



REPLY TO ATTENTION OF
REGULATORY BRANCH

DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

JAN 25 2018

Regulatory File No. MVP-2015-04401-RAN

Wispark, LLC.
c/o Erica-Nicole Harris
231 West Michigan Street, P423
Milwaukee, Wisconsin 53203

Dear Ms. Harris:

This correspondence is in regard to your pre-construction notification (PCN) requesting Department of the Army (DA) authorization to discharge fill material into 0.27 acre of wetland for the purpose of commercial development. The project site is in Section 19, Township 1 North, Range 22 East, Kenosha County, Wisconsin.

Your project, as shown on the enclosed figures labeled MVP-2015-04401-RAN Page 1 of 2 through Page 2 of 2, is authorized by Nationwide Permit (NWP) No. 39 Commercial and Institutional Developments.

In order for this verification to be valid, you must ensure the work is performed in accordance with the enclosed NWP terms, General Conditions, St. Paul District Regional Conditions, and the Wisconsin Department of Natural Resources' 401 Water Quality Certification Conditions. In addition, this verification is subject to the following special conditions:

1. A minimum of 0.39 credits shall be purchased from the Wisconsin Wetland Conservation Trust (WWCT) in-lieu fee program from the SW Lake Michigan Service Area. The 0.39 credits shall compensate for the unavoidable adverse impacts to 0.27 acre of fresh wet meadow wetland. The Corps has received a signed copy of the Affidavit documenting that the credits have been purchased.

You are also required to complete and return the enclosed Compliance Certification form within 30 days upon completion of your project in accordance with NWP General Condition 30. Please mail the completed form to the Corps contact identified in the last paragraph.

This verification is valid until March 18, 2022, unless the NWP is modified, suspended, or revoked. If the work has not been completed by that time, you should contact this office to verify that the permit is still valid. Furthermore, if you commence or are under contract to commence this activity before the date of NWP expiration, modification, or revocation, you will have 12 months from the date of expiration, modification or revocation to complete the activity under the present terms and conditions of the NWP. This will apply to all NWPs unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5(c) or (d).

Our verification of this NWP is based on the project description and construction methods provided in your PCN. You are cautioned that a change in the location or plans may invalidate this verification. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this NWP verification invalidates this

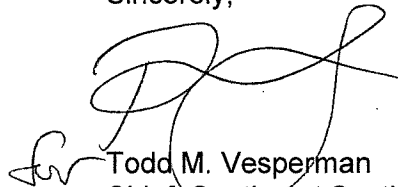
Regulatory Branch (File No. MVP-2015-04401-RAN)

verification and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

No jurisdictional determination was requested or prepared for this project. While not required, you may request a jurisdictional determination from the Corps contact indicated below.

If you have any questions, please contact Rachel Nuetzel in our Brookfield office at (651) 290-5729 or Rachel.A.Nuetzel@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,



Todd M. Vesperman
Chief, Southeast Section

Enclosures

cc:

Elaine Johnson – IP-SE-2017-30-03776

Jason Christensen – Nielsen Madsen & Barber

LakeView West



KENOSHA COUNTY
INTERACTIVE MAPPING

- Legend**
- Street Centerlines
 - Right-of-Ways
 - Water Features
 - ▭ Parcels
 - ⋯ Certified Survey Maps
 - ⋯ Condominiums
 - ⋯ Subdivisions
 - Municipal Boundaries



1 inch = 367 feet

Date Printed: 9/20/2017

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



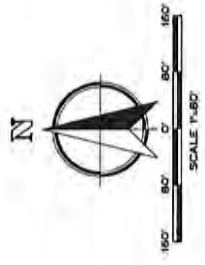
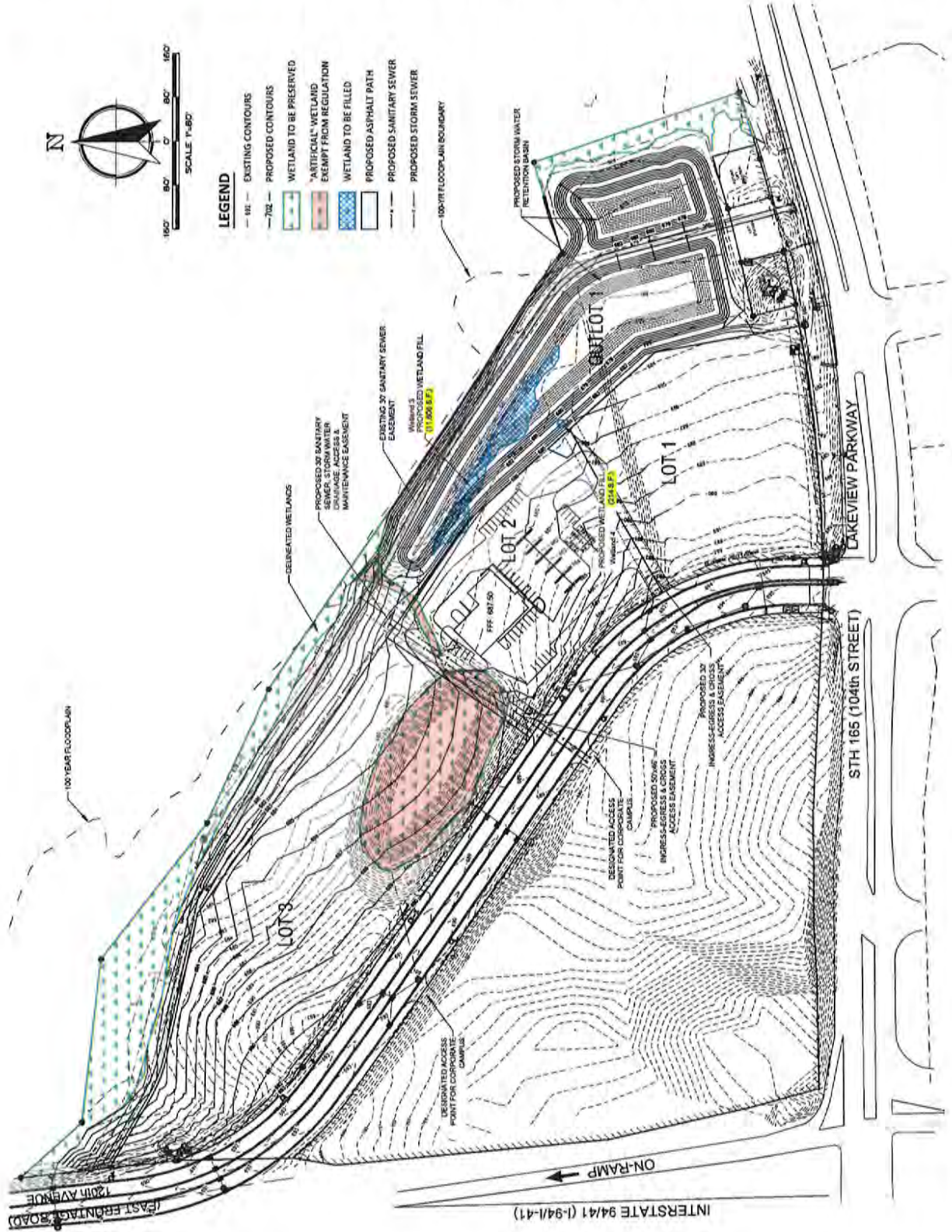
Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd Suite 200, Racine, WI 53406
Tel: (262)634-5588 Website: www.nmbc.net

THE GATEWAY AT LAKEVIEW
FOR
WISPAK LLC
CONCEPTUAL SITE GRADING PLAN
VILLAGE OF PLEASANT PRairie, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJECT NO.	2014.0037.04
DATE	03/20/14
DRAWN BY	J. BARBER
CHECKED BY	J. BARBER
DATE	03/20/14

1 OF 2
SHEET



- LEGEND**
- 102 — EXISTING CONTOURS
 - 702 — PROPOSED CONTOURS
 - 102 — WETLAND TO BE PRESERVED
 - 102 — 'ARTIFICIAL' WETLAND EXEMPT FROM REGULATION
 - 102 — WETLAND TO BE FILLED
 - 102 — PROPOSED ASPHALT PATH
 - 102 — PROPOSED SANITARY SEWER
 - 102 — PROPOSED STORM SEWER
 - 102 — 100-YR FLOODPLAIN BOUNDARY

DATE PLOTTED: 03/20/14 10:00 AM

39. Commercial and Institutional Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of commercial and institutional building foundations and building pads and attendant features that are necessary for the use and maintenance of the structures. Attendant features may include, but are not limited to, roads, parking lots, garages, yards, utility lines, storm water management facilities, wastewater treatment facilities, and recreation facilities such as playgrounds and playing fields. Examples of commercial developments include retail stores, industrial facilities, restaurants, business parks, and shopping centers. Examples of institutional developments include schools, fire stations, government office buildings, judicial buildings, public works buildings, libraries, hospitals, and places of worship. The construction of new golf courses and new ski areas is not authorized by this NWP.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into nontidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authorities: Sections 10 and 404)

Note: For any activity that involves the construction of a wind energy generating structure, solar tower, or overhead transmission line, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

2017 Nationwide Permits St. Paul District Regional and General Conditions

To qualify for NWP authorization, the prospective permittee must comply with the following regional and general conditions, as applicable, in addition to any regional or case specific conditions imposed by the division engineer or district engineer. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

The following Regional Conditions are applicable to all NWPs:

Nationwide Permit (NWP) Limitations:

- A. **Discretionary authority:** As allowed under 33 CFR 330.1(d), the District retains discretionary authority to require an individual permit of any activity eligible for authorization by a NWP based on concern for the aquatic environment or for any other factor of the public interest.
- B. **Limit on Tributary Impacts:** Any regulated activity that would result in the loss of greater than 500 linear feet of a tributary in a single location is not authorized by a NWP with the exception of projects verified by NWPs 13, 27, 32, 37, 53 or 54 where the permanent alteration would have an overall beneficial effect on the aquatic ecosystem associated with discharges proposed. A waiver from the specifications in this Regional Condition may be requested in writing. The waiver will only be issued if it can be demonstrated that permanent alteration of the tributary would have an overall beneficial effect on the aquatic ecosystem associated with the discharges proposed. This regional condition does not expand the limitations of a specific NWP where that NWP is more restrictive.
- C. **Linear Projects:** No linear utility or linear transportation projects are eligible for authorization by NWPs. These projects will be reviewed for authorization under the St. Paul District's regional or programmatic general permits or an individual permit.
- D. **Great Lakes Compact:** No project or part of a project that would divert more than 10,000 gallons per day of surface or ground water into or out of the Great Lakes Basin is authorized by NWPs.
- E. **Tribal Rights:** As stated in General Condition 17 of the NWPs, no activity may impair tribal rights, including treaty rights, protected tribal resources or tribal lands.
- F. **Areas under a Special Area Management Plan:** Regulated activities located within an area eligible for authorization under a valid Special Area Management Plan with an associated programmatic general permit are ineligible for authorization by NWPs.
- G. **Designated Critical Resource Water:** The Lake Superior National Estuarine Research Reserve is a designated critical resource water and is subject to the NWP limitations and PCN requirements described in General Condition #22 of the NWPs.
- H. **Calcareous fens:**
WISCONSIN: No work in a calcareous fen is authorized by a NWP unless the Wisconsin Department of Natural Resources (WI DNR) has approved an individual permit for the proposed regulated activity. Project proponents must provide evidence of an approved individual permit to the District.
MINNESOTA: No work in a calcareous fen is authorized by a NWP unless the Minnesota Department of Natural Resources (MN DNR) has approved a calcareous fen management plan specific to a project that otherwise qualifies for authorization by a NWP. Project proponents must provide evidence of an approved fen management plan to the District. A list of known Minnesota calcareous fens can be found at: http://files.dnr.state.mn.us/eco/wetlands/calcareous_fen_list.pdf.

Pre-Construction Notification (PCN) Requirements for Specific Water/Places

- I. **PCNs for Special Aquatic Resources:** A project proponent must notify the District by submitting a PCN if a regulated activity would occur in any of the following aquatic resources. **Prior to beginning work in these waters, a District NWP verification letter must be received.**

PROJECTS IN WISCONSIN:

- (1) state-designated wild rice waters (<https://data.gliwfc.org/manoomin.harvest.info>);
- (2) coastal plain marshes;
- (3) bog wetland plant communities;
- (4) interdunal wetlands;
- (5) Great Lakes ridge and swale complexes;

The complete Ramsar list is available at (<https://rsis Ramsar.org/>).

More information about plant community types 2-5 listed above, may be obtained from the Wisconsin Department of Natural Resources website at: <http://dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=group&Type=Wetland>.

Additional information on identifying bog and fen communities can be found at: <http://www.mvp.usace.army.mil/Missions/Regulatory.aspx>.

PROJECTS IN MINNESOTA:

- (1) wild rice waters listed in Appendix A of these conditions and identified in Minn. R. 7050.0470, subpart 1;

Additional information on identifying bog and fen communities can be found at: <http://www.mvp.usace.army.mil/Missions/Regulatory.aspx> and at the MN DNR's Native Plant Community Classification's website: <http://www.dnr.state.mn.us/npc/classification.html>.

- J. **PCNs for Bridges, Structures, and Vessels more than 50 years old:** A project proponent must notify the District by submitting a PCN if work or fill requiring District authorization would affect a bridge, structure or permanently moored or sunken vessels more than 50 years old.
- K. **PCNs for Suspected Sediment or Soil Contamination:** A project proponent must notify the District by submitting a PCN if any regulated activity would occur in areas of known or suspected sediment or soil contamination, including but not limited to Superfund sites. Superfund sites in Minnesota or Wisconsin can be located by searching the EPA's website: <https://www.epa.gov/superfund/search-superfund-sites-where-you-live>. This condition does not apply to NWP 20. Response Operations for Oil or Hazardous Substances.
- L. **PCNs for the Apostle Islands National Lakeshore and Madeline Island:** A project proponent must notify the District by submitting a PCN if the regulated activity would result in the work, fill or placement of a structure within the boundaries of the Apostle Islands National Lakeshore or Madeline Island in Wisconsin. **Prior to beginning regulated activities in these waters, a District NWP verification letter must be received.**
- M. **PCNs for Temporary Impacts:** A project proponent must notify the District by submitting a PCN if temporary impacts would remain in place for longer than 90 days between May 15 and November 15. The PCN must specify how long the temporary impact will remain and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. See also Regional Condition Q.

Mitigation Requirements

- N. **Compensatory Mitigation:** Proposed projects that require a PCN must include a statement describing how permanent *and* temporary impacts to waters of the U.S. would be avoided and minimized. The PCN must also include either: (a) a statement describing how impacts to waters of the U.S. would be compensated in accordance with the Federal Mitigation Rule (33 CFR Part 332) and the current St Paul District Policies for Compensatory Mitigation or (b) a statement explaining why compensatory mitigation should not be required for the proposed impacts.

Site Protection

- O. **Site Inspection:** The permittee shall allow representatives from the District to inspect the proposed project site and the authorized activity to ensure that it is being, or has been, constructed and maintained in accordance with the NWP authorization.
- P. **Restoration for Temporary Impacts:** All temporary impacts in waters of the U.S., including wetlands, that occur as a result of the regulated activity must be fully contained with appropriate erosion control or containment methods, be restored to preconstruction contours and elevations, and revegetated with native, non-invasive vegetation. A project proponent may request, in writing, a waiver from this condition from the District. An acceptable reason for a waiver to this condition may include, but is not limited to, the District allowing natural restoration of the site when the resulting grade and existing seed bank are sufficient for the site to restore to pre-construction conditions.
- Q. **Duration of Temporary Impacts:** Temporary impacts in waters of the U.S., including wetlands, must be avoided and limited to the smallest area and the shortest duration required to accomplish the project purpose.
PART A, ACTIVITIES WITHOUT PCN REQUIREMENTS:
Temporary impacts may not remain in place longer than 90 days between May 15 and November 15. Before those 90 days have lapsed all temporary discharges must be removed in their entirety. If the temporary impacts would remain in place for longer than 90 days between May 15 and November 15, a PCN is required and the activity is subject to the requirements and limitations described in part B of this regional condition.
PART B, ACTIVITIES WITH PCN REQUIREMENTS:
The PCN must specify how long the temporary impact will remain and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. Temporary impacts are allowed to stay in place as long as specified in the PCN unless otherwise conditioned in a Corps NWP verification. All temporary impacts must be removed in their entirety in accordance with the plan described in the PCN unless otherwise conditioned in a NWP verification provided by the District.
- R. **Culverts and Crossings:** Unless a NWP verification authorizes otherwise, replacement and installation of culverts or crossings authorized by a NWP are to follow (or be restored to) the natural alignment and profile of the tributary. The culvert(s) or bridge(s) must adequately pass bedload, sediment load, and provide site-appropriate fish and wildlife passage. Example design elements include recessing single culverts to accommodate natural bankfull width and adjusting additional culvert inverts at an elevation higher than the bankfull elevation.
- S. **Best Management Practices:** To minimize adverse effects from soil loss and/or sediment transport that may occur as a result of the authorized discharge and associated earth work, appropriate best management practices shall be maintained and remain in place until the affected area is stabilized with vegetation or ground cover.
- T. **Riprap:** For all NWPs that allow for the use of riprap material for bank stabilization, only rock shall be used and it must be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal or high flows. A project proponent may request from the District, in writing, approval to use alternative riprap materials.
- U. **Pollutant or Hazardous Waste Spills:** If a spill of any potential pollutant or hazardous waste occurs, it is the responsibility of the permittee to immediately notify the National Response Center at 1-800-424-8802 or www.nrc.uscg.mil AND
IN WISCONSIN: the Wisconsin Department of Natural Resources' Spills Team at 1-800-943-0003
IN MINNESOTA: the Minnesota State Duty Officer at 1-800-422-0798.
The permittee is responsible for removing such pollutants and hazardous materials and for minimizing any contamination resulting from a spill in accordance with state and federal laws.
- V. **Clean Construction Equipment:** All construction equipment must be clean prior to entering and before leaving the work site in order to prevent the spread of invasive species.
- W. **Compliance:** The permittee is responsible for ensuring that whoever performs, supervises or oversees any portion of the physical work associated with the construction of the project has a copy of and is familiar with all the terms and conditions of the NWP and any special conditions included in any written verification letter from the District. The permittee is ultimately responsible for ensuring that all the terms and conditions of the NWPs are complied with.

The following General Conditions are applicable to all NWPs:

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects from Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or

high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or Study River (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete preconstruction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their World Wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to

determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 **Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.**

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible

mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a preconstruction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
- (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
- (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

(i) all NWP activities that require preconstruction notification and result in the loss of greater than 1/2-acre of waters of the United States;

(ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed;

(iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and

(iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.



January 10, 2018

IP-SE-2017-30-03776
Corps # MVP-2015-04401-RAN

Wispark LLC
Erica-Nicole Harris
231 West Michigan Street, P423
Milwaukee, WI 53203

Dear Ms. Harris:

The Department has completed review of your proposal to impact 0.27 acres of fresh wet meadow impacts associated with a proposed development known as Lakeview West in Pleasant Prairie, Kenosha County. We have determined that your project meets state standards. Enclosed is your state wetland permit which approves your project and lists the conditions which must be followed. Please read your permit carefully so that you are fully aware of what is expected of you.

Your enclosed state water quality certification confirms the state certification necessary for proceeding under an approval pursuant to a federal permit issued by the Army Corps of Engineers.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (262) 574-2136 or email Elaine.Johnson@wisconsin.gov.

Sincerely,

Elaine Johnson
Water Management Specialist

cc: Rachel Nuetzel, Project Manager, U.S. Army Corps of Engineers
Jason Christensen, Nielsen Madsen & Barber
Peggy Herrick, Village of Pleasant Prairie
Kenosha County
Pam Schense, Pete Wood, WDNR

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Wetland Individual Permit
IP-SE-2017-30-03776**

Wispark LLC is hereby granted under Section 281.36, Wisconsin Statutes, and 33 U.S.C.S §1341 (CWA §401) a permit for wetland fill or disturbance in the Village of Pleasant Prairie, Kenosha County, also described as being in the SW1/4 of the SW1/4 of Section 19, Township 1 North, Range 22 East, subject to the following conditions:

PERMIT

1. You must notify Elaine Johnson at phone (262) 574-2136 or email Elaine.Johnson@wisconsin.gov before starting the discharge and again not more than 5 days after the discharge is complete.
2. You must complete the discharge as described on or before 01/10/2021. If you will not complete the discharge by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans dated 9/25/17, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity results in significant adverse impact to wetland functional values, in significant adverse impact to water quality, or in other significant adverse environmental consequences.
7. You must post a copy of this permit at a conspicuous location on the project site, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.

10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 281.36 (13), Wis. Stats., for any violations of Section 281.36, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. Authorization hereby granted by the Department is transferable to any person upon prior written approval of the transfer by the Department.
13. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days.**

14. A total of 0.27 acres of wetland will be impacted as a result of the project. No other portion of the wetland may be disturbed beyond the area designated in the plans dated 9/25/17. You are not allowed to temporarily or permanently stockpile excavated or fill material in the wetland outside of the designated impact area.
15. Development in conjunction with this project, such as construction or filling, must conform to State Floodplain Management Standards and local zoning regulations.
16. Appropriate erosion control measures must be in-place and effective during every phase of this project.
17. All erosion and sediment control measures must be inspected, and any necessary repairs or maintenance performed, after every rain event exceeding 0.5 inches and at least once per week.

18. 19. Written reports must be kept of all erosion and sediment control inspections, including any repairs made. Inspection reports must be made available to Department personnel upon request and must remain on the project site at all times work is being performed.

FINDINGS OF FACT

1. Wispark LLC has filed an application for a permit for wetland fill or disturbance in the Village of Pleasant Prairie, Kenosha County, also described as being in the SW1/4 of the SW1/4 of Section 19, Township 1 North, Range 22 East.
2. The project involves the impact of 0.27 acres of fresh wet meadow wetlands associated with the installation of a stormwater basin for a proposed retail development known as Lakeview West, to be located east of I-94 East Frontage Road (120th Avenue) and North of STH 165 (104th Street).
3. The applicant was required to compensate for wetland losses through compensatory mitigation. The Department evaluated the wetland mitigation proposal and determined that WI Wetland Conservation Trust (WWCT) in-lieu fee mitigation credits could mitigate the wetland functions lost due to the project and fulfill the compensation requirement. Not enough credits were available from an approved mitigation bank. The Department determined that the applicant must purchase a total of 0.39 credits to compensate for the loss of 0.27 acres of fresh wet meadow wetland at a required mitigation ratio of 1.45:1. The ratio was determined by starting with the state minimum ratio of 1.2:1 and adding 0.25 to offset the temporal loss of wetland function associated with advanced WWCT credits. An Affidavit of Compensatory Mitigation Credit Purchase was submitted to the Department by the WWCT on January 8, 2018 for the purchase of 0.39 mitigation credits, fulfilling the mitigation requirement.
4. No practicable alternative exists which would avoid adverse impacts to wetlands, and the project will result in the least environmentally damaging practicable alternative taking into consideration practicable alternatives that avoid wetland impacts. The applicant has determined enlarging the existing pond, or locating the proposed pond elsewhere on the site, is not a viable alternative because of site topography, local Village requirements for locating the pond, and the financial impact resulting from the loss of valuable roadway frontage and developable land. A larger, higher quality floodplain wetland approximately 1.8 acres in size along the northern edges of the property will remain preserved as part of the development.
5. All practicable measures to minimize adverse impacts to the functional values of the wetland have been taken.
6. The proposed project will not result in significant adverse impacts to wetland functional values, significant impacts to water quality, or other significant adverse environmental consequences. The existing wetlands have likely formed at the site due to previous grading and berming activities, which has caused water to pond in this area. The wetlands are regularly mowed and have low floral diversity, low wildlife habitat and are of low functional value. A larger, higher quality floodplain wetland approximately 1.8 acres in size along the northern edges of the property will remain.

7. The project will result in the direct impact of 0.27 acres of low quality fresh wet meadow wetlands.
8. Cumulative impacts include wetland impact of similar commercial development projects in a desirable highway corridor.
9. Secondary wetland impacts include potential impacts to remaining wetland due to post construction stormwater practices.
10. The project will result in a net neutral environmental benefit.
11. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
12. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an equivalent analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
13. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 281.36, , Wisconsin Statutes and Chapters NR 103 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 281.36(3p)(d)1m., Stats, Stats., and was responsible for publication of the notice of pending application under s. 281.36(3p)(d)1m., Stats. or the notice of public informational hearing under s. 281.36(3p)(d)1m., Stats., or both. Section 281.36(3p)(d)1m., Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. Section 281.36(3p)(d)1m., Stats, requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 281.36.(3q), Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 281.36 (3q), Wis. Stats., and section NR 2.03, Wis. Adm. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed discharge under the wetland individual permit is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the discharge, as proposed, may result in a violation of the provisions of this section.
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.
4. If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Waukesha Service Center, Wisconsin on 01/10/2018.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By



Elaine Johnson
Water Management Specialist



**US Army Corps
of Engineers®**

St. Paul District

COMPLIANCE CERTIFICATION

Regulatory File Number: MVP-2015-04401-RAN
Name of Permittee: Wispark LLC, c/o Erica-Nicole Harris
County/State: Kenosha County/Wisconsin
Date of Issuance:

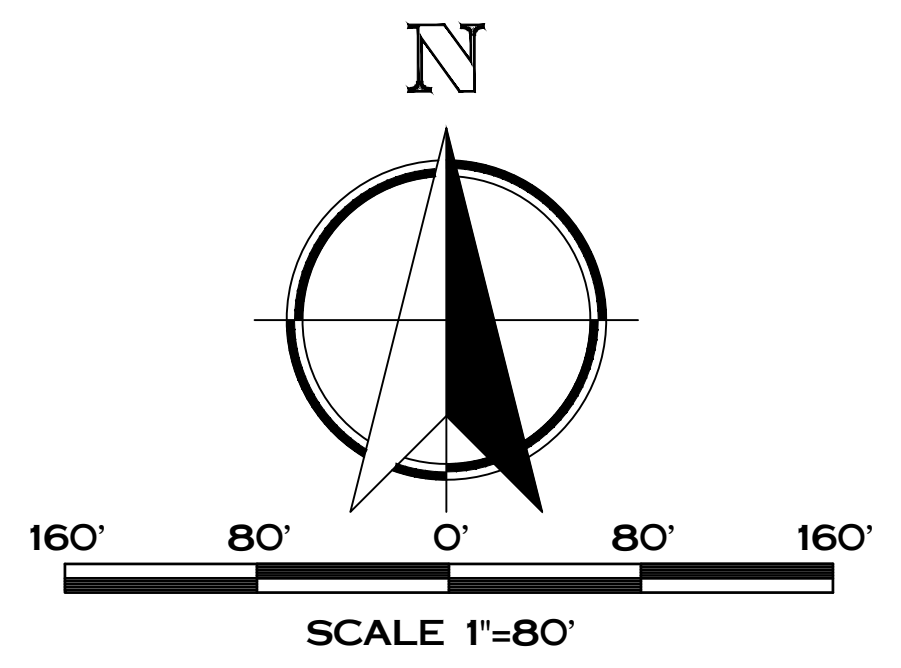
Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the Corps contact identified in your verification letter within 30 days.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

By signing below, the permittee is certifying that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the permit, and any required mitigation was completed in accordance with the permit conditions.

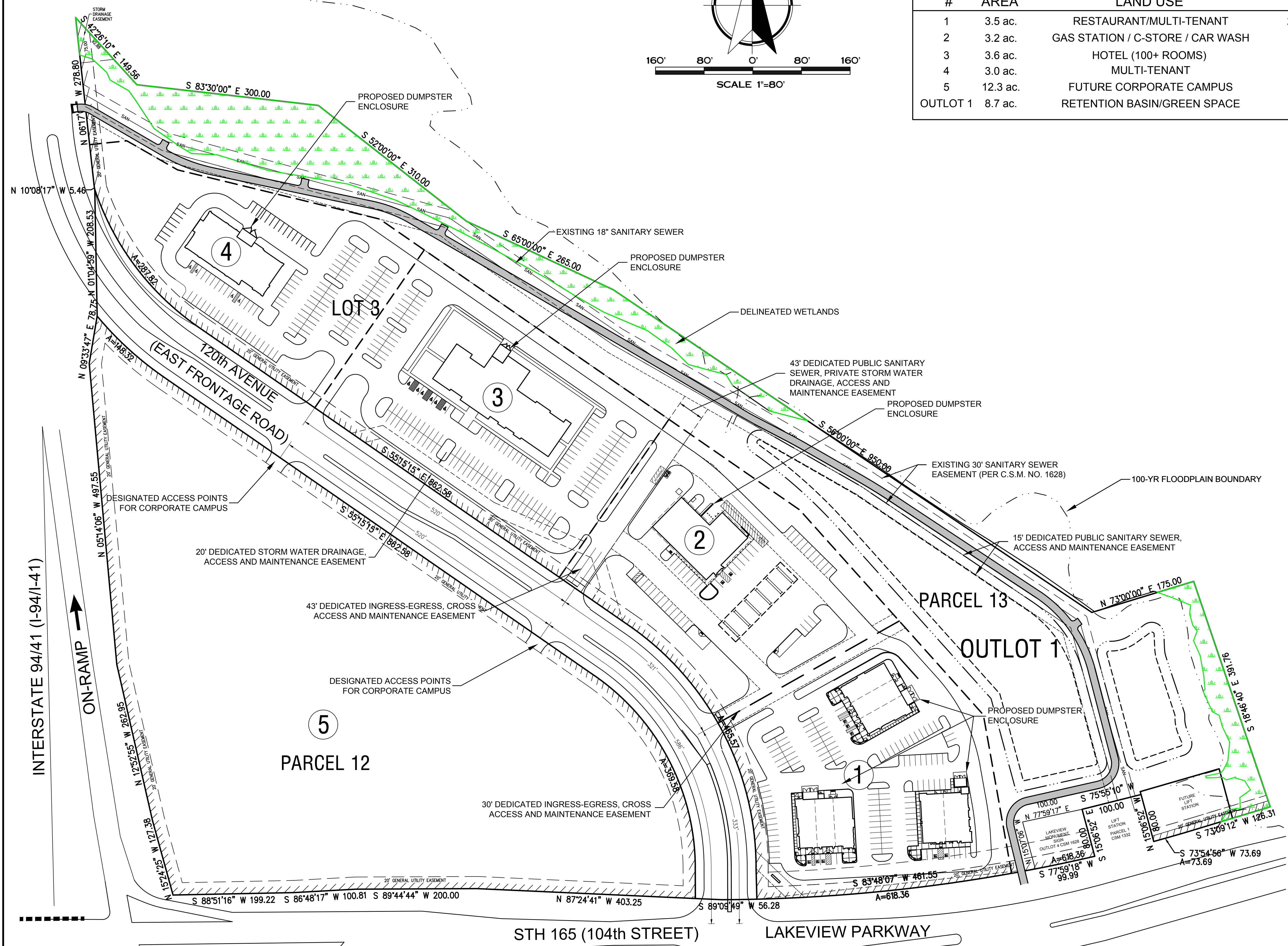
Signature of Permittee

Date



CONCEPTUAL PLAN DATA

LOT #	LOT AREA	PROPOSED LAND USE	BUILDING AREA	PARKING PROVIDED
1	3.5 ac.	RESTAURANT/MULTI-TENANT	21,000 S.F.	123
2	3.2 ac.	GAS STATION / C-STORE / CAR WASH	10,203 S.F.	43
3	3.6 ac.	HOTEL (100+ ROOMS)	17,000 S.F.	201
4	3.0 ac.	MULTI-TENANT	10,200 S.F.	163
5	12.3 ac.	FUTURE CORPORATE CAMPUS	T.B.D.	T.B.D.
OUTLOT 1	8.7 ac.	RETENTION BASIN/GREEN SPACE	N/A	N/A



SITE PLAN LEGEND

- WETLANDS
- RETENTION BASIN NORMAL WATER LEVEL
- RETENTION BASIN TOP OF BERM
- NO DIRECT VEHICULAR ACCESS

PARKING REQUIREMENTS

- GENERAL RETAIL**
One (1) space for every 200 square feet of gross floor area plus one (1) space for every two (2) employees.
- GAS STATION / CONVENIENCE STORE**
Five (5) spaces for every 2,000 square feet of gross floor area plus one (1) space for each employee on the largest shift.
- HOTEL**
One (1) space for each room to be rented, plus one (1) additional space for every three (3) employees on the largest shift, plus specified requirements for restaurants, public assembly halls and related facilities.
- RESTAURANT**
One (1) space for every 100 square feet of floor area plus one (1) space for every two (2) employees on the largest work shift.

PROPERTY INFORMATION

TAX KEY NO. 92-4-122-193-0161
TAX KEY NO. 92-4-122-193-0166
SW1/4 Section 19-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN

OWNER / LAND DIVIDER
Wispark, LLC
231 West Michigan Street P423
Milwaukee, WI 53203

LEGAL DESCRIPTION

Parcels 12 and 13, Certified Survey Map No. 1628, a recorded map, being part of the Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

ZONING NOTE

Parcel 12 is currently zoned B-4. The site is to comply with B-4, Freeway Service Business District.
Parcel 13 is currently zoned B-4. The site is to be rezoned to B-6, Freeway Orientated Business Center District with a PUD Overlay.
The delineated wetlands shall comply with C-1, Lowland Resource Conservancy District.

WETLAND NOTE

Wetlands were field delineated by Dave Meyer of Wetland & Waterway Consulting, LLC on May 15, 2014 and surveyed and mapped by JSD Professional Services, Inc. on June 12, 2014.

FLOODPLAIN NOTE

Floodplain per FEMA Panel Number 55059C0189D effective date of June 12, 2012

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

THE GATEWAY AT LAKEVIEW CORPORATE PARK

PARCEL 13 CONCEPTUAL PLAN FOR WISPARK, LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: SCB
DATE: 6-12-18
CHECKED: ---
DATE: ---

2014.0037.04

SHEET
CP-1

REV 5-26-18

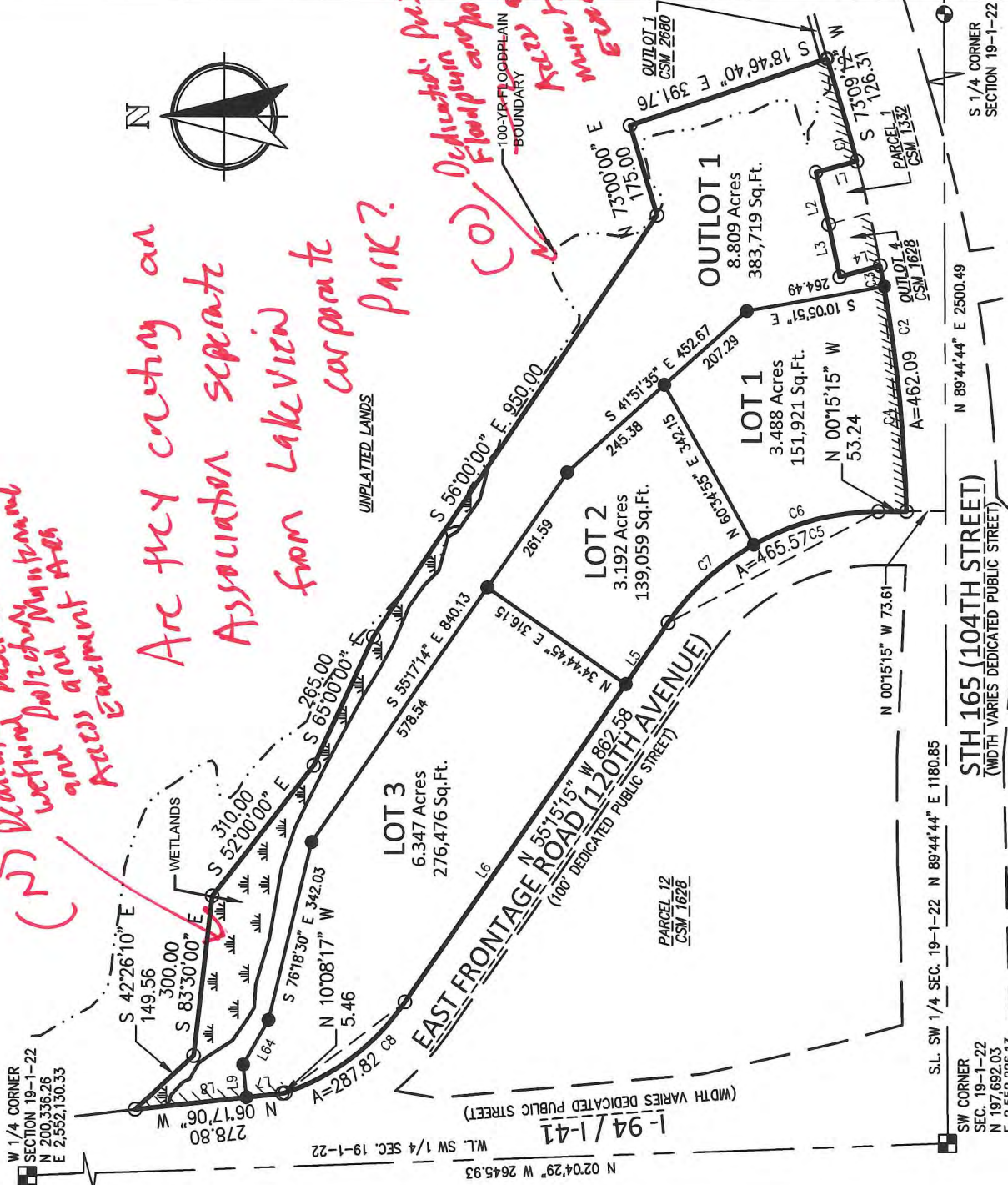
CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

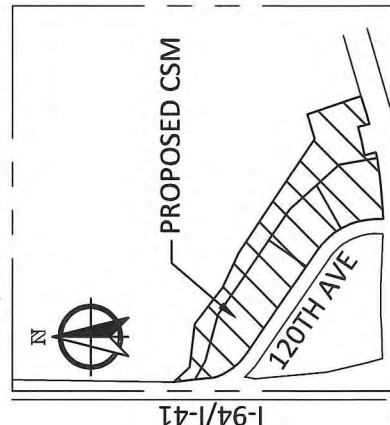
(N) Dedicated Accession with natural polechrym maintenance and access and other easement

Are they creating an Association separate from Lakeview Corporate Park?

(C) Delineated Precipitation Flood plain and other features



LOCATION MAP
SW 1/4 OF SECTION 19-1-22



SCALE 1"=300'



Mark R. Madsen
4-9-18

NOTES:
ZONING OF THE PARCEL IS B-6 (PUD), C-1 AND FPO
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.

- LEGEND:
- 1" O.D. IRON PIPE FOUND
 - 5/8" O.D. x 18" REBAR - 1.13 LBS / LIN FT. SET
 - CONC. MON. W / ALUMINUM CAP FOUND
 - ⊕ CONC. MON. W / BRASS CAP FOUND
 - //// NO VEHICULAR ACCESS PER C.S.M. NO. 1628



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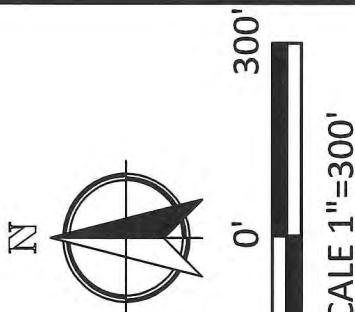
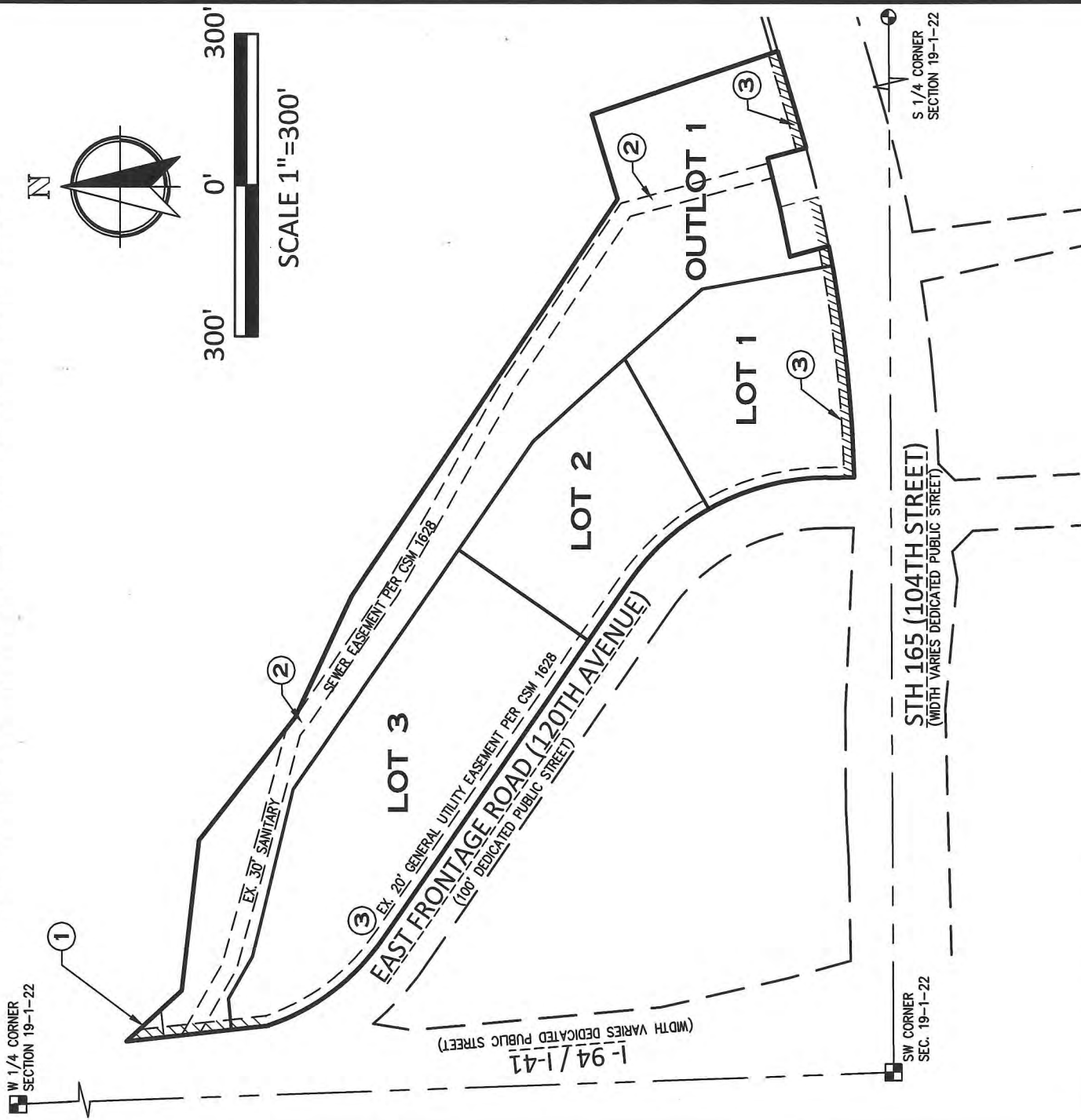
This Instrument was drafted by Mark R. Madsen on April 9, 2018

2014.0037.04.DWG
SHEET 1 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

EASEMENTS AND RESTRICTIONS PREVIOUSLY RECORDED ON C.S.M. No. 1628



- 1** STORM DRAINAGE EASEMENT. (PER C.S.M. No. 1628)
 - 2** 30' SANITARY SEWER EASEMENT. (PER C.S.M. No. 1628)
 - 3** 20' GENERAL UTILITY EASEMENT. (PER C.S.M. No. 1628)
- INDICATES NO ACCESS. (PER C.S.M. No. 1628)



Mark R. Madsen
4-9-19

mbo Nielsen Madsen + Barber
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2014.0037.04.DWG
SHEET 2 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

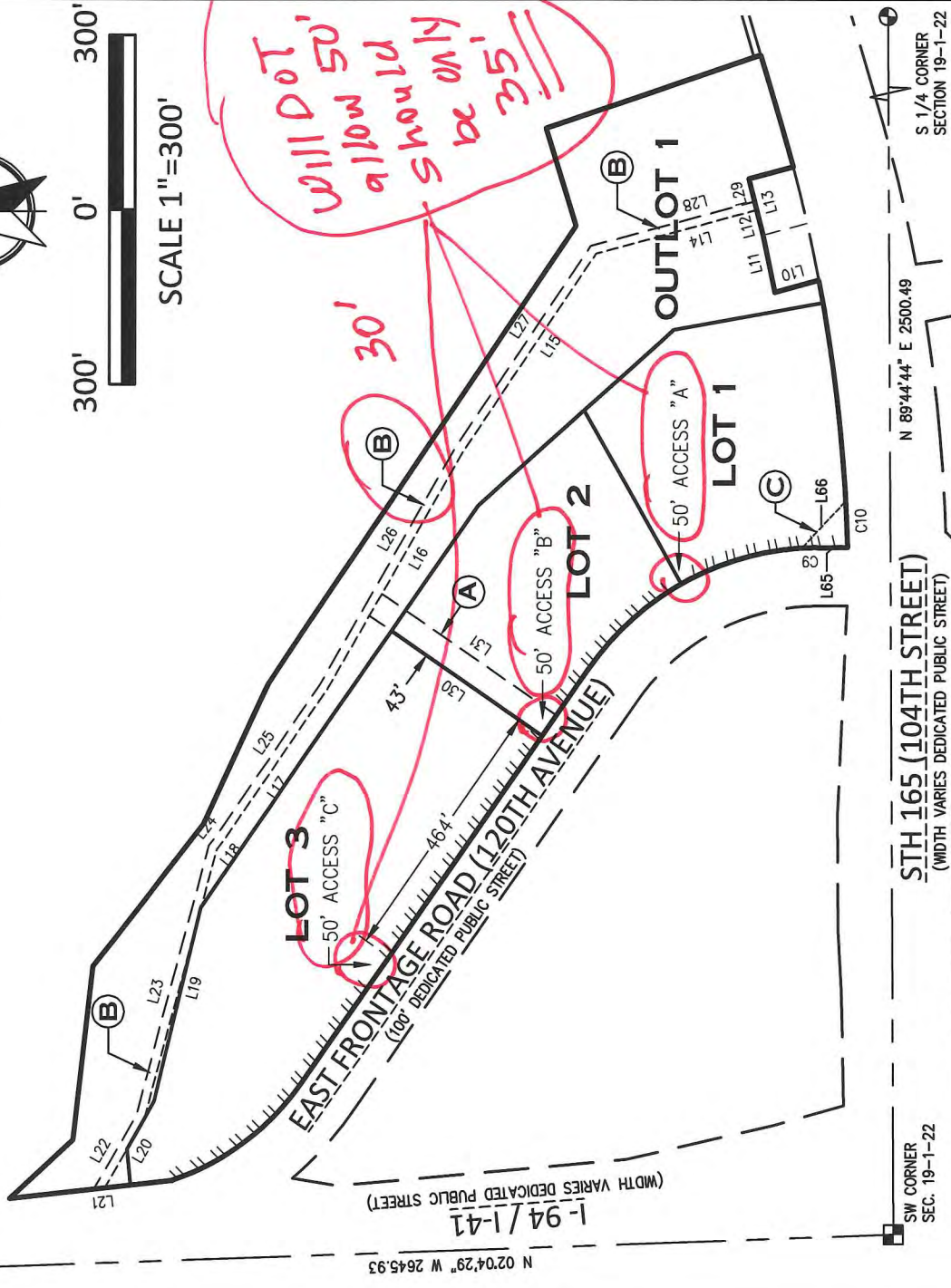
BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

NEW EASEMENT DEDICATIONS AND RESTRICTIONS DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT AND MAINTENANCE EASEMENT DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT

SW 1/4 CORNER
SECTION 19-1-22



SCALE 1"=300'



50' on top of existing easement
ONLY 15' 1/2'
new to



Mark R. Madsen
4-9-18

- (A) 43' DEDICATED SANITARY SEWER, ACCESS, AND MAINTENANCE EASEMENT.
- (B) 15' DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT.
- (C) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT.

||||| INDICATES NO VEHICULAR ACCESS

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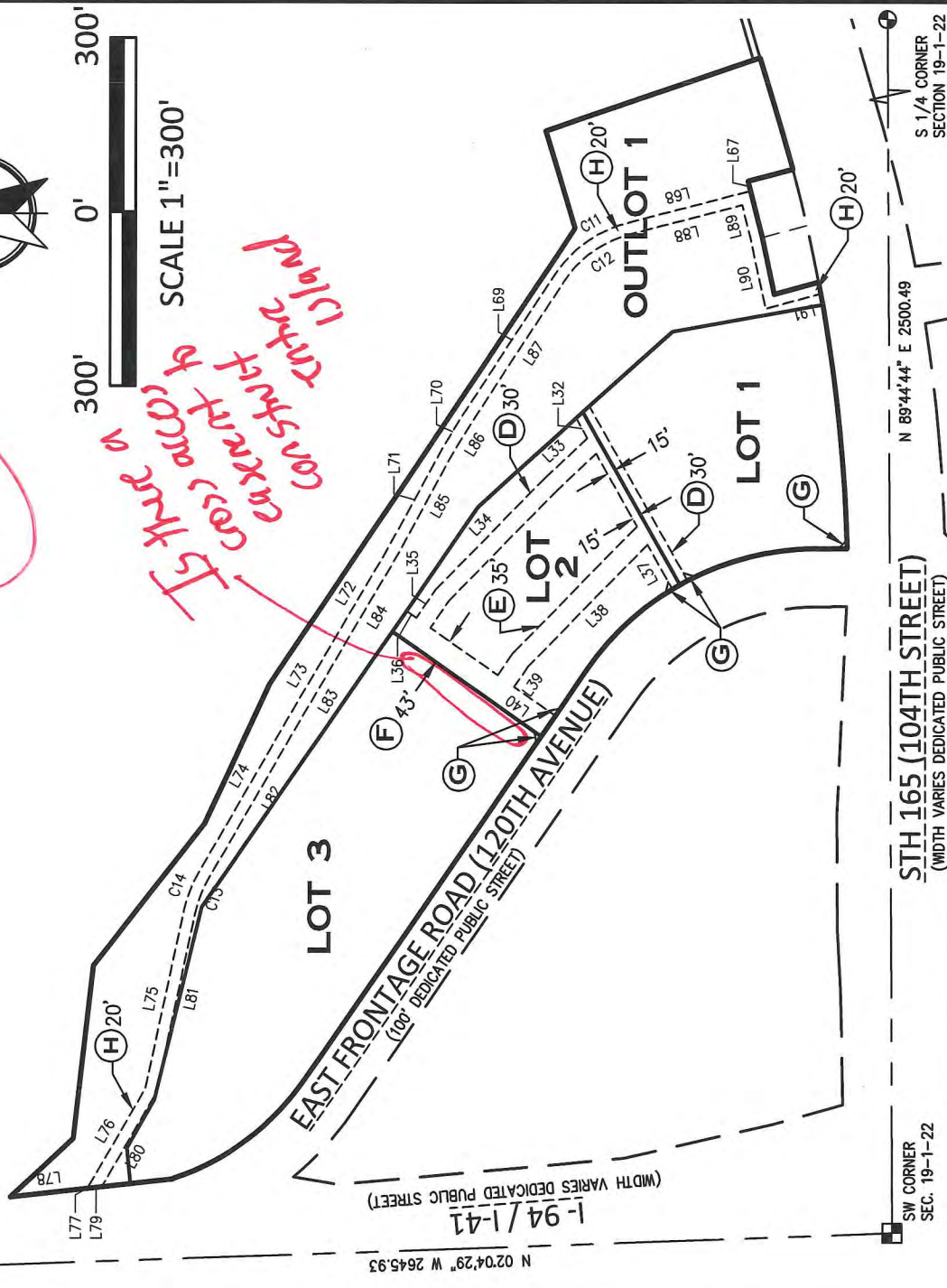
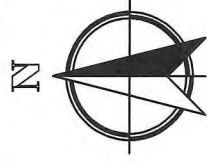
2014.0037.04.DWG
SHEET 3 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

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**NEW EASEMENT DEDICATIONS
DEDICATED INGRESS-EGRESS & CROSS ACCESS EASEMENTS
DEDICATED MULTI USE EASEMENT**

SW 1/4 CORNER
SECTION 19-1-22



SW CORNER
SEC. 19-1-22

STH 165 (104TH STREET)
(WIDTH VARIES DEDICATED PUBLIC STREET)

N 89°44'44" E 2500.49

S 1/4 CORNER
SECTION 19-1-22

- (D) 30' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (E) 35' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (F) 43' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (G) 15'x15' DEDICATED VISION TRIANGLE EASEMENT
- (H) 20' DEDICATED MULTI USE EASEMENT

PATH, ACCESS and MAINTENANCE

Draft a separate cross-access document →



*Mark R. Madsen
4-9-18*



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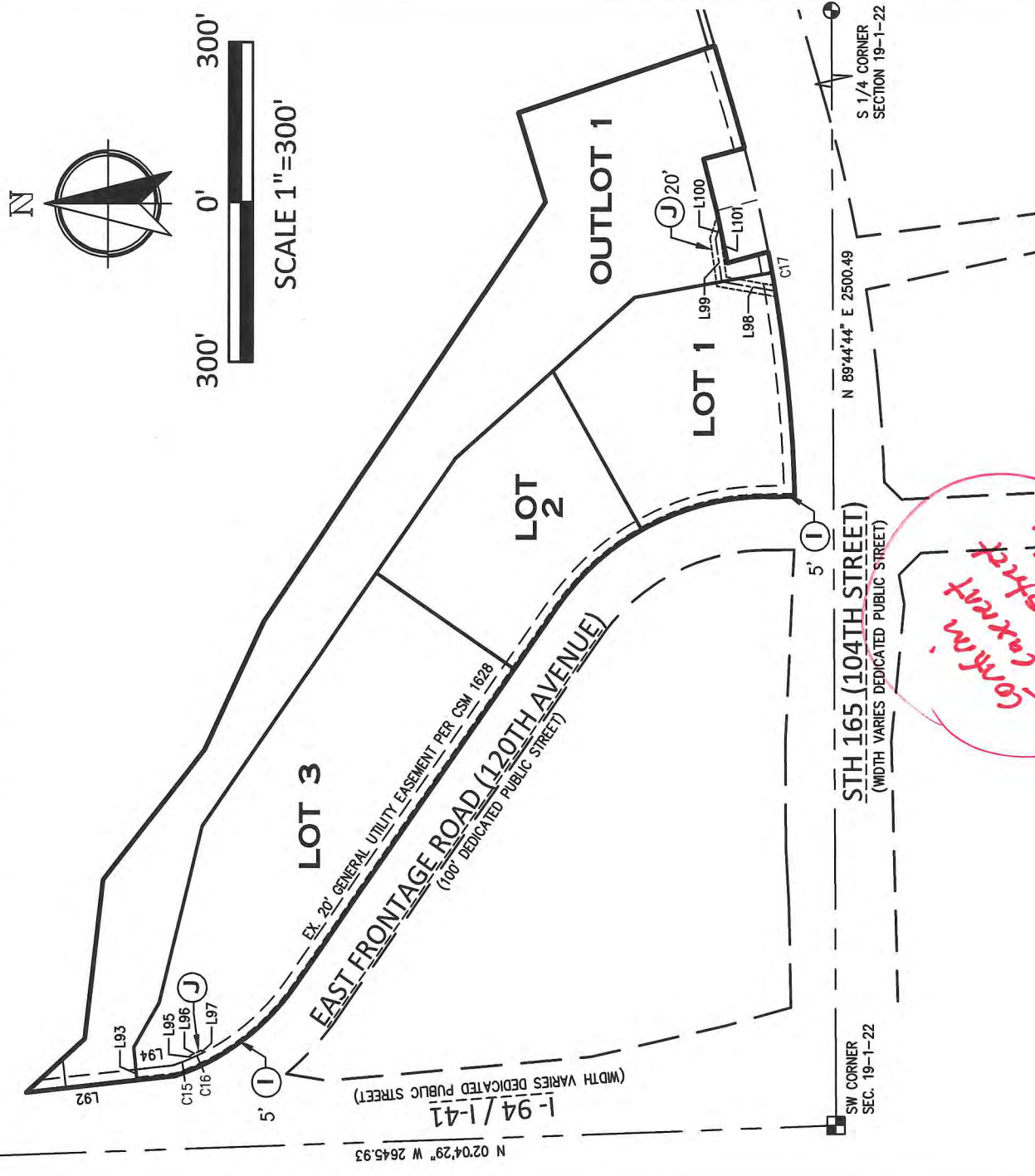
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SHEET 4 OF 15 SHEETS

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NEW EASEMENT DEDICATIONS DEDICATED UTILITY, ACCESS AND MAINTENANCE EASEMENT DEDICATED STREET TREE, ACCESS AND MAINTENANCE EASEMENT

W 1/4 CORNER
SECTION 19-1-22



(I) 5' DEDICATED STREET TREE, ACCESS AND MAINTENANCE EASEMENT.
(J) DEDICATED UTILITY, ACCESS AND MAINTENANCE EASEMENT.

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR
Mark R. Madsen
4-9-18

Utility Easement Curve Table			
Curve #	Radius	Arc	Chord Length
C15	430.00	36.17	36.16
C16	430.13	24.92	24.92
C17	2769.73	74.66	74.65

Utility Easement Line Table		
Line #	Length	Direction
L92	210.15	S06° 17' 06"E
L93	20.00	N84° 06' 38"E
L94	70.12	S06° 17' 06"E
L95	5.77	N66° 50' 52"E
L96	24.56	S24° 30' 39"E
L97	5.50	S63° 11' 39"W
L98	103.12	N09° 48' 36"E
L99	81.59	N81° 48' 30"E
L100	25.81	S72° 21' 52"E
L101	71.90	N77° 59' 18"E

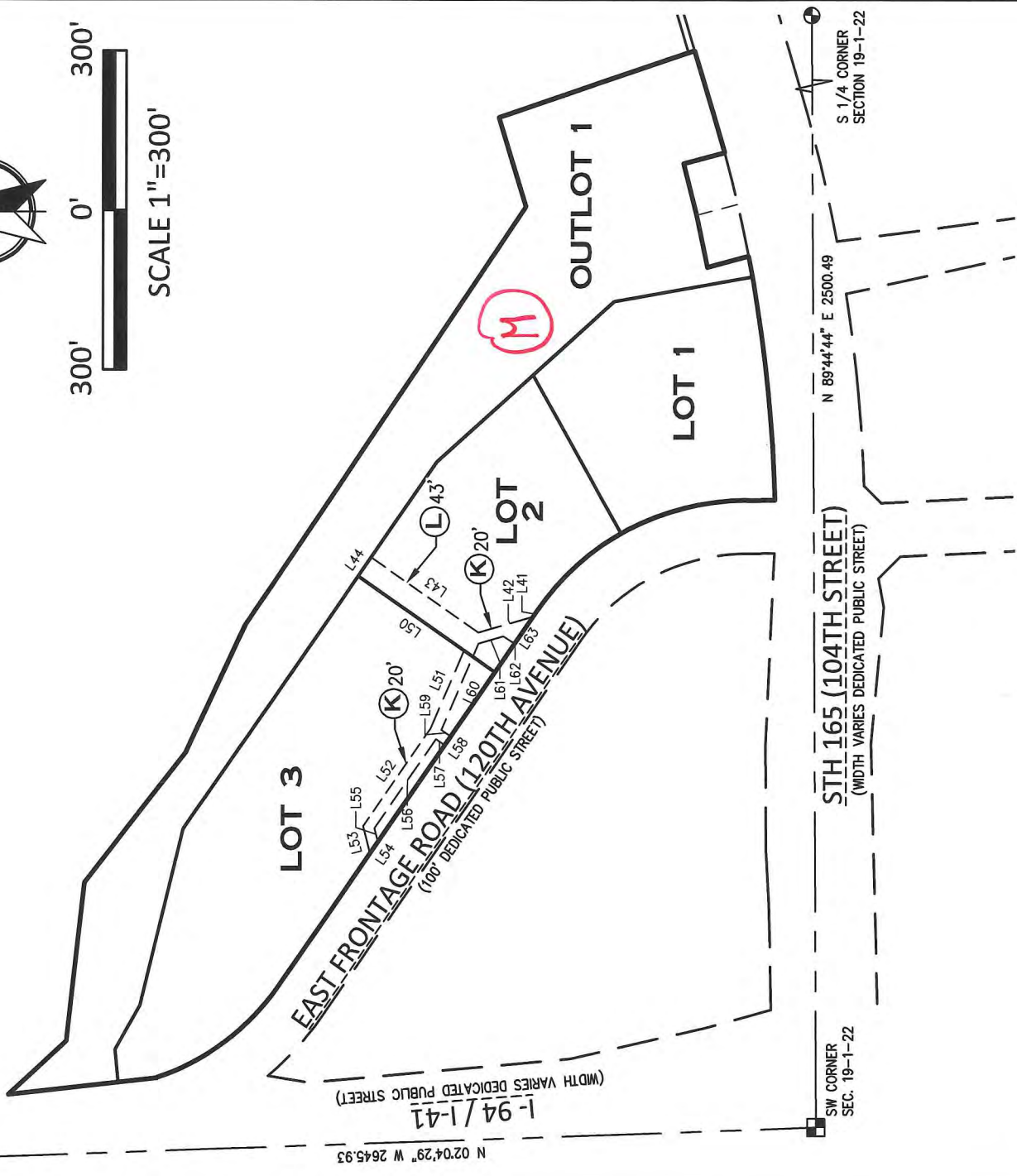
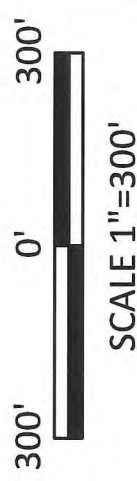
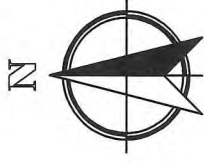
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NEW EASEMENT DEDICATIONS DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENTS

SW 1/4 CORNER
SECTION 19-1-22



- (K) 20' DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT.
- (L) 43' DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT.

**(M) Dedicated storm water drainage,
Retention basin, Access and
Maintenance Easement**



Mark R. Madsen
4-9-18



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2014.0037.04.DWG
SHEET 6 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

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Boundary Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C1	2769.73	73.69	S74° 07' 23"W	73.69
C2	2769.73	462.09	S83° 48' 07"W	461.55
C3	2769.73	39.55	S79° 25' 54"W	39.55
C4	2769.73	442.54	S84° 12' 40"W	422.12
C5	485.00	465.57	N27° 45' 15"W	447.90
C6	485.00	246.85	N14° 50' 07"W	244.20
C7	485.00	218.72	N42° 20' 05"W	216.87
C8	450.00	287.82	N36° 55' 50.5"W	282.94

Boundary Line Table		
Line #	Length	Direction
L1	80.00	N15° 06' 52"W
L2	100.00	S75° 55' 10"W
L3	100.00	S77° 59' 18"W
L4	80.00	S15° 07' 06"E
L5	139.81	N55° 15' 15"W
L6	722.77	N55° 15' 15"W
L7	68.65	N06° 17' 06"W
L8	210.15	N06° 17' 06"W
L9	61.53	S84° 06' 38"W
L64	96.21	N60° 11' 09"W

Sanitary Easement Line Table		
Line #	Length	Direction
L10	80.00	N15° 07' 06"W
L11	100.00	S77° 59' 18"W
L12	45.08	S75° 55' 10"W
L14	288.05	S15° 06' 52"E
L15	409.37	S66° 00' 00"E
L16	470.17	S60° 16' 14"E
L17	315.29	S55° 20' 41"E
L18	21.32	S52° 00' 00"E
L19	480.33	S74° 46' 33"E
L20	136.04	S60° 11' 09"E
L21	18.56	N06° 17' 06"W
L22	145.06	N60° 11' 09"W
L23	481.43	N74° 46' 33"W
L24	23.91	N52° 00' 00"W
L25	314.20	N55° 20' 41"W
L26	470.09	N60° 16' 14"W
L27	415.52	N56° 00' 00"W
L28	293.91	N15° 06' 52"W
L29	39.92	N75° 55' 10"E
L30	362.32	S34° 44' 45"W
L31	366.09	S34° 44' 45"W

Ingress-Egress Easement Line Table		
Line #	Length	Direction
L32	40.06	N60° 34' 55"E
L33	100.92	N42° 35' 25"W
L34	270.59	N45° 19' 56"W
L35	59.89	S55° 17' 14"E
L36	19.98	N34° 44' 45"E
L37	88.00	N60° 34' 55"E
L38	295.01	S45° 24' 17"E
L39	42.28	S55° 15' 23"E
L40	87.51	N34° 44' 45"E

Monument Sign Easement Line Table		
Line #	Length	Direction
L65	53.24	N00° 15' 15"W
L66	111.32	S46° 32' 08"E

Storm Easement Line Table		
Line #	Length	Direction
L41	12.89	N55° 15' 15"W
L42	108.23	S16° 05' 33"E
L43	247.83	N34° 44' 45"E
L44	43.00	S55° 17' 14"E
L50	244.34	N34° 44' 45"E
L51	161.57	N66° 37' 22"W
L52	222.36	S55° 15' 15"E
L53	53.20	N76° 00' 58"E
L54	26.61	N55° 15' 15"W
L55	26.63	N76° 00' 58"E
L56	204.20	N55° 15' 15"W
L57	20.00	N35° 08' 27"E
L58	20.00	N55° 15' 15"W
L59	21.77	N35° 08' 27"E
L60	176.29	S66° 37' 22"E
L61	50.26	S16° 24' 57"E
L62	25.03	N32° 02' 33"E
L63	61.22	S55° 15' 15"E

Monument Sign Easement Curve Table			
Curve #	Radius	Arc	Chord Length
C9	485.00	26.47	26.47
C10	2769.73	79.78	79.78

Multi Use Easement Curve Table			
Curve #	Radius	Arc	Chord Length
C11	219.31	160.94	157.36
C12	199.31	146.28	143.01
C13	220.00	69.31	69.03
C14	224.00	70.57	70.28

Multi Use Easement Line Table		
Line #	Length	Direction
L67	17.17	S76° 01' 42"W
L68	219.90	N14° 32' 50"W
L69	288.64	N56° 32' 10"W
L70	66.11	N58° 24' 12"W
L71	211.87	N61° 12' 13"W
L72	182.78	N59° 19' 48"W
L73	145.61	N59° 40' 22"W
L74	305.32	N59° 52' 45"W
L75	313.49	N77° 55' 52"W
L76	194.00	N59° 49' 05"W
L77	3.74	S63° 34' 30"W
L78	138.04	S06° 17' 06"E
L79	22.10	S06° 17' 06"E
L80	187.06	S59° 49' 05"E
L81	314.13	S77° 55' 52"E
L82	302.75	S59° 52' 45"E
L83	145.52	S59° 40' 22"E
L84	183.04	S59° 19' 48"E
L85	211.71	S61° 12' 13"E
L86	65.30	S58° 24' 12"E
L87	288.32	S56° 32' 10"E
L88	199.77	S14° 32' 50"E
L89	62.31	S75° 55' 10"W
L90	120.75	S77° 59' 18"W
L91	99.59	S15° 07' 06"E



Nielsen Madsen + Barber

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2014.0037.04.DWG
SHEET 7 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

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DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON CSM 1628 (EASEMENT TEXT MODIFIED VIA THIS CSM)

DEDICATED STORM DRAINAGE EASEMENT (EASEMENT 1 - PREVIOUSLY DEDICATED ON CSM 1628)

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Drainage Easement on Outlot 1 of this CSM was dedicated, given, granted and conveyed by Wispark LLC to the Owners of Outlot 1 and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This Dedicated Storm Drainage Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner of Outlot 1 on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owners of Outlot 1 as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of WISPARK LLC, the rights of the Village and the rights of the Owners of Outlot 1 or other entities with respect to the Dedicated Storm Drainage Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. WISPARK LLC shall be responsible for the initial costs associated with the construction of the storm sewer improvements contained within the exclusive easement.

The easement rights include the right to enter upon Outlot 1 within the Dedicated Storm Drainage Easement at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Outlot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

DEDICATED 30' SANITARY SEWER EASEMENT AREA (EASEMENT 2 - PREVIOUSLY DEDICATED ON CSM 1628)

A non-exclusive easement coextensive with the areas shown within Outlot 1 of this CSM as a Dedicated 30' Sanitary Sewer Easement was dedicated, given, granted and conveyed by the Wispark LLC to the Village of Pleasant Prairie ("the Village") for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. This Dedicated 30' Sanitary Sewer Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owners of Outlot 1 as will not interfere with the improvements, uses and purposes of the Village as they relate to the easement, and (3) such future parking areas, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the Owner / Land Divider, the rights of the Village and the rights of the Owners of Outlot 1 or other entities with respect to the Dedicated 30' Sanitary Sewer Easement area, the Village's rights under the easement shall be deemed to be superior.



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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CERTIFIED SURVEY MAP NO. _____

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**DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY
RECORDED ON CSM 1628
(EASEMENT TEXT MODIFIED VIA THIS CSM)**

The easement rights include the right to enter upon Outlot 1 within the Dedicated 30' Sanitary Sewer Easement area at any time to reconstruct, maintain, use and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Outlot 1, together with the right to excavate, reconstruct, maintain, use and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, landscaping and other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements without compensation from the Village to the Owners.

**DEDICATED 20' GENERAL UTILITY EASEMENT AREAS
(EASEMENT 3 - PREVIOUSLY DEDICATED ON CSM 1628)**

Nonexclusive easements coextensive with the areas shown on Lots 1, 2, 3 and Outlot 1 of this CSM as Dedicated 20' General Utility Easement Areas have been dedicated, given, granted and conveyed by Wispark LLC to Wisconsin Electric Power Company, AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots (or portions thereof) as shown on this CSM and for all related ingress and egress. This easement shall also include the right to trim or remove trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the 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. Upon the installation of the utilities, the Owners of Lots 1, 2, 3 and Outlot 1 shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Owners of Lots 1, 2, 3 and Outlot 1 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 rights-of-way and private roadway easement areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public roadway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public roadway areas to a vegetatively stabilized condition, the Owners of Lots 1, 2, 3 and Outlot 1 shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public or private roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbssc.net



(The "Developer")

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON CSM 1628 (EASEMENT TEXT MODIFIED VIA THIS CSM)

DEDICATED PUBLIC STREET *(WI DOT) Wisconsin Department of Transportation Certified Survey Map*

The fee interest in the areas shown as a Dedicated Public Street on this CSM was dedicated, given, granted and conveyed by WSPARK LLC to the Village of Pleasant Prairie, its successors and assigns (referred to as the "the Village") for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street areas shown on this CSM and granted to the Owners of Lot 1, 2, 3 and Outlot 1 for street terrace grading, placing topsoil and seeding, street trees and other landscaping planting, the snow clearance, maintenance, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (2) a nonexclusive easement for the Owners of Lot 1, 2, 3 and Outlot 1 for the planting and maintenance of grass and street trees, and the snow clearance, maintenance, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as 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, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions unless such costs are assessed to the abutting properties); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Owners of Lot 1, 2, 3 and Outlot 1, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

or WI DOT

The adjacent Lot Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement and snow removal of the private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities, maintenance of the private storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of the Site and Operational Plan approvals.

ambush 1 or WI DOT within

or WI DOT

112 amb 3



Mark R. Madsen
4-9-18



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

Can't find this map of ASB.N. 2 of Wispark Associates

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

**NEW EASEMENT DEDICATIONS
DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (A & B)**

Nonexclusive easements coextensive with the area shown as a Dedicated 15' and 43' Sanitary Sewer, Access and Maintenance Easement on Lots 2, 3 and Outlot 1 of this CSM are dedicated, given, granted and conveyed by WISPARK LLC to the Village and Association for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owners of the Lot on which the easement is located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement as may be approved in writing by the Village. There shall be no buildings, structures, fences, berms, retaining walls or underground sprinklers located placed within the easement. In the event of any conflict between the rights of WISPARK LLC, the rights of the Village, the rights of the Association and the rights of the Owners of Lots 2, 3 and Outlot 1 or other entities with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

new?

The Village's and the Association's easement rights include the right to enter upon Lots 2, 3 and Outlot 1 within the Dedicated 15' and 43' Sanitary Sewer, Access and Maintenance Easement area at any time to reconstruct, maintain, use, clean, televise and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Lots 2, 3 and Outlot 1, together with the right to excavate, reconstruct, maintain, use, clean, televise and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, driveway pavement areas, landscaping, sidewalks, curbs and gutters, underground sprinklers or other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements, without compensation, to the Owners.

DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (C)

A nonexclusive easement coextensive with the area shown as a Dedicated Monument Sign, Access and Maintenance Easement on Lot 1 of this CSM is hereby dedicated, given, granted and conveyed by WISPARK LLC to the Association for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. This easement is exclusive except for the same easement hereby retained by the Developer and also granted to the Village for the purposes of development monument signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

WISPARK LLC shall be responsible for all costs associated with the initial construction and installation of the monument sign, as well as providing the lighting, landscaping and maintenance for the monument sign until that responsibility is transferred to the Association.

DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENT (D, E & F)

Nonexclusive easements coextensive with the area shown as a Dedicated Ingress, Egress and Cross Access Easements on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by WISPARK LLC to the Owners of Lots 1, 2 and 3 and the Village for vehicular and pedestrian ingress, egress and cross access purposes.

*AT 100 1006 PARK-A
SUBJECT TO THE
LATER REDEVELOPMENT*



Nielsen Madsen + Barber

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Tele: (262)634-5588 Website: www.nmbosc.net



Mark R. Madsen

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

NEW EASEMENT DEDICATIONS

In the event of any conflict between the rights of the WISPARK LLC, the rights of the Village and the rights of the Owners of Lots 1, 2 and 3 or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owners of Lots 1, 2 and 3 shall be responsible for all costs associated with the reconstruction, snow plowing and maintenance of the shared "private access drive(s)" and associated pavement and landscaping improvements. A written Ingress/Egress and Cross Access Easement document affecting the properties will be recorded that further details the cross access easement rights and maintenance obligations.

DEDICATED VISION TRIANGLE EASEMENT (G)

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easements on Lots 1, 2 and 3 of this CSM are hereby dedicated, given, granted and conveyed by WISPARK LLC to the Owner of Lots 1, 2 and 3 and the Village to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

DEDICATED MULTI USE EASEMENT (H)

A Nonexclusive easement coextensive with the area shown as a Dedicated Multi-Use Easement on Outlot 1 of this CSM is hereby dedicated, given, granted and conveyed by WISPARK LLC to the Association and the Village for vehicular, bicycle and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Multi-Use Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Outlot 1 and the Association shall be responsible for all costs associated with the construction, snow plowing, maintenance and landscaping improvements. A written Multi Use Easement document affecting the properties will be recorded that further details the easement rights and maintenance obligations.

DEDICATED PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT (I)

A nonexclusive easement coextensive with the area shown as a Dedicated 5' Public Street Tree, Access and Maintenance Easement adjacent to the East Side of the East Frontage Road (120th Avenue) is hereby dedicated, given, granted and conveyed by WISPARK LLC to the Village for the purpose of street tree planting, pruning, watering, re-mulching, staking and other related maintenance. It is WISPARK LLC's responsibility to plant and maintain said street trees and remove dead plant-life and remove any trash and debris in the easement area until that responsibility is transferred to the Owner(s) of Lots 1, 2 and 3 and the Association, (collectively its Owners) who then shall be obligated for ongoing maintenance and replacement responsibilities.



mbo Nielsen Madsen + Barber
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This instrument was drafted by Mark R. Madsen on April 9, 2018

2014.0037.04.DWG
SHEET 12 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

NEW EASEMENT DEDICATIONS

DEDICATED UTILITY, ACCESS AND MAINTENANCE EASEMENT (J)

An easement for electric and natural gas is hereby granted by **WISPARK LLC** Grantor, to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement-Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees. The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT (K & L)

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Access and Maintenance Easement on Lots 2, 3 and ~~Outlet 1~~ of this CSM are hereby dedicated, given, granted and conveyed by WISPARK LLC to the Owners of Lots 2, 3 and ~~Outlet 1~~, the Association and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This Dedicated Storm Water Drainage, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of Lots 2, 3 and ~~Outlet 1~~ on which such easement is located as will not interfere with the improvements, uses and purposes of the Village and the Owner of Lots 2, 3 and ~~Outlet 1~~ and the Association as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of WISPARK LLC, the rights of the Village, the rights of the Owners of Lots 2, 3 and ~~Outlet 1~~ and the rights of the Association or other entities with respect to the Dedicated Storm Water Drainage, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. WISPARK LLC shall be responsible for the initial costs associated with the construction of the storm sewer improvements contained within the exclusive easement, ~~until said responsibility is~~

The easement rights include the right to enter upon Lots 2, 3 and ~~Outlet 1~~ within the Dedicated Storm Water Drainage, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Lots 2, 3 and ~~Outlet 1~~, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.



mbo Nielsen Madsen + Barber

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Mark R. Madsen
4-9-18

televise / clearly

unless a separate agreement exists to obligate to the transfer of a fee.

Nice

Grantor shall

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:
THAT I have prepared this Certified Survey Map at the direction of WISPARK, LLC; THAT the exterior boundaries are described as being a Re-division of Parcel 13, of Certified Survey Map No. 1628, and being that part of the Northwest 1/4, Southwest 1/4 and the Southeast 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 described as follows: Commencing at a point on the South line of said Southwest 1/4 located N89°44'44"E 1180.85 feet from the Southwest Corner of said Section 19; thence N00°15'15"W 73.61 feet to the North line of the North right-of-way of STH 165 (104th Street), the Easterly line of the East right-of-way of 120th Avenue and the point of beginning of this description; continue thence N00°15'15"W 53.24 feet along said East right-of-way to the point of a curvature of a curve of Easterly convexity whose radius is 485.00 feet and whose chord bears N27°45'15"W 447.90 feet; thence Northerly 465.57 feet along the arc of said curve and said East right-of-way; thence N55°15'15"W 862.58 feet along said East right-of-way to the point of a curvature of a curve of Southerly convexity whose radius is 450.00 feet and whose chord bears N36°55'50.5"W 282.94 feet; thence Northerly 287.82 feet along the arc of said curve and said East right-of-way; thence N10°08'17"W 5.46 feet along said East right-of-way; thence N06°17'06"W 278.80 feet along said East right-of-way to the North line of said Parcel 13; thence S42°26'10"E 149.56 feet along said North line; thence S83°30'00"E 300.00 feet along said North line; thence S52°00'00"E 310.00 feet along said North line; thence S65°00'00"E 265.00 feet along said North line; thence S56°00'00"E 950.00 feet along said North line; thence N73°00'00"E 175.00 feet along said North line; thence S18°46'40"E 391.76 feet along said North line to said North line of the North right-of-way of STH 165 (104th Street); thence S73°09'12"W 126.31 feet along said North right-of-way to the point of a curvature of a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S74°07'23"W 73.69 feet; thence Southwesterly 73.69 feet along the arc of said curve and said North right-of-way to the East line of Parcel 1 of Certified Survey Map No. 1332; thence N15°06'52"W 80.00 feet along said East line to the North line of said Parcel 1; thence S75°55'10"W 100.00 feet to the North line of Outlot 4 of said Certified Survey Map No. 1628; thence S77°59'18"W 100.00 feet along said North line to the West line of said Outlot 4; thence S15°07'06"E 80.00 feet along said West line to said North line of the North right-of-way of STH 165 (104th Street) and a point on a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S83°48'08"W 461.55 feet; thence Westerly 462.09 feet along the arc of said curve and said North right-of-way to the point of beginning. Containing 21.836 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

April 9, 2018



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



*Add →
Right-of-way
concerns
Public
Public Basin /
Public Trees*

nmb

Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

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

This Instrument was drafted by Mark R. Madsen on April 9, 2018

2014.0037.04.DWG
SHEET 14 OF 15 SHEETS

CERTIFIED SURVEY MAP NO. _____

BEING A RE-DIVISION OF PARCEL 13 OF CERTIFIED SURVEY MAP NO. 1628, AND BEING PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND 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.

OWNER'S CERTIFICATE OF DEDICATION

WISPARK LLC, as Owner does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval: Village of Pleasant Prairie.

WISPARK LLC

Signed: _____
Erica-Nicole Harris, Vice President

IN WITNESS WHEREOF, this _____ day of _____, 2018.

Witness: _____

STATE OF _____)
COUNTY OF _____) SS.

Personally came before me this _____ day of _____, 2018, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said Limited Liability Corporation, and acknowledged that she executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this _____ day of _____, 2018.

Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this _____ day of _____, 2018.

John P. Steinbrink, Village President

Attest:

Jane S. Snell, Village Clerk



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
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Tele: (262)634-5588 Website: www.nmbssc.net

DRAFT - - Call Jean to discuss

THE GATEWAY AT LAKEVIEW CORPORATE PARK DEDICATION AND EASEMENT PROVISIONS

Add the following language

Dedicated Utility, Access and Maintenance Easement (J)

Perpetual nonexclusive easements coextensive with the areas shown as a **Dedicated 20' General Utility Easement** on this CSM were dedicated, given, granted and conveyed by the previous Owner as shown on CSM No. 1628 and recorded at the Kenosha County Register of Deeds Office and new easements are being dedicated for those utilities including, but not limited to, those commonly known as WE Energies, AT & T and Time Warner Cable Inc. and their respective successors and assigns (collectively the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve Lot 1 and for any related ingress and egress. This Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the Dedicated General Utility Easement area shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Grantor and as may be approved by the Village. Upon the installation of the utilities, restoration of all such land, as nearly as is reasonably possible, to the condition existing prior to installation of such utilities within the General Utility Easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees in accordance with a separate agreement between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement (M)

A perpetual nonexclusive easement coextensive with the area shown as a **Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement** within Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by WisPark LLC to the Village for the Owner's and adjacent land owners private storm water drainage system improvements, storm water retention basin storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement shall be exclusive, except for the Lot 1, 2 and 3 Owner's use, planting and irrigating, care and maintenance of the Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement area on Outlot 1 as it will not

interfere with the improvements, uses and purposes of the Village. Because off-site Lot 1, 2 and 3 Owners are benefitting from the Outlot 1 retention basin and related storm water drainage system improvements, the WisPark intends to dedicate Outlot 1 in a fee interest transfer to the LakeView Corporate Park Owners' Association, Inc.?? for private storm water drainage system improvements, storm water retention basin storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Management, Retention Basin, Access and Maintenance Easement and the rights of any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior.

Dedicated Wetland Protection and Preservation, Access and Maintenance Easement Area (N)

A nonexclusive easement coextensive with each area shown as a Wetland Protection and Preservation, Access and Maintenance Easement area within Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under this easement.

Dedicated Floodplain Protection and Preservation, Access and Maintenance Easement Area (O)

A nonexclusive easement coextensive with each area shown as a Floodplain Protection and Preservation, Access and Maintenance Easement area within Outlot 1 on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for floodplain protection and preservation and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to these easements, the Village shall have no obligation to do anything related to its rights under this easement.

RESTRICTIVE COVENANTS

1. WisPark LLC, ("the Developer") hereby covenants that WisPark LLC or its successor-in-title (LakeView Corporate Park Owner's Association, Inc.) shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement** area shown as Outlot 1 on this CSM in a functional, neat and nuisance free condition to handle storm water in and draining to the Lot until and unless said Outlot 1 is transferred to the LakeView Corporate Park Owner's Association, Inc. as the new Outlot 1 Owner. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish 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. The Outlot 1 Owner further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Easement area which blocks, diverts or re-routes the drainage flow or which might

interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Outlot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Outlot 1 Owner, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage or retention basin related maintenance activities on the Outlot 1, the Outlot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

2. WisPark LLC, ("the Developer") hereby covenants that the Lot 1, 2 or 3 Owners shall have the obligation of maintaining the **Dedicated Storm Water Drainage, Access and Maintenance Easement** areas within Lots 1, 2 and 3 CSM in a functional, neat and nuisance free condition to handle storm water in and draining to the Lots until and unless said responsibility is transferred to the individual Lot Owner or LakeView Corporate Park Owner's Association, Inc. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish 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. The Developer further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Lot 1, 2 and 3 Owners, their successors, successors and assigns and successors-in-title of the land, in their capacity as the respective Owner of the Lot, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage or storm sewer related maintenance activities on the Lots 1, 2 or 3, the respective Lot Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

3. The Developer hereby covenants that the Lot 1, 2 and 3 Owners shall have the obligation of planting, maintaining and replacing the **Public Street Trees** located within the East Frontage Road and State Trunk Highway 165 (104th Street) rights-of-way areas shown on this CSM until and unless said responsibility is transferred to the individual Lot Owner or LakeView Corporate Park Owner's Association, Inc. Such planting and maintenance shall include without limitation and as needed planting, 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-ways, 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 Lot 1, 2 and 3 Owners, their successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot 1, 2 and 3 Owners, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree related maintenance activities on Lots 1, 2 and 3, the respective Lot 1, 2 or 3 Owner 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this easement dedication.

4. The Developer hereby covenants that the area shown as a "Wetland Protection and Preservation, Access and Maintenance Easement" area within Outlot 1 on this CSM shall be protected and maintained as a wetland protection and preservation area that no filling, dredging, tree cutting, mowing, plant removal or other activity or condition detrimental to its function as a wetland area shall occur or exist within such area or on any surrounding land without written approval of the Lot 1, 2 and 3 Owners or the Association and the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as Owner(s) of Outlot 1 that contain wetland protection and preservation areas and shall benefit and be enforceable by the Village and/or the Wisconsin Department of Natural Resources (WI DNR). The Developer shall be relieved of any protection or maintenance obligations they may have as Owners of such Outlot 1 or portions thereof under this covenant, only to the extent that the Lot 1, 2 and 3 Owners perform the required protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such wetland maintenance activities, the Outlot Owners, **respectively or the Association**, collectively, 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 Dedication and Easement Provisions on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement dedication.

5. The Developer hereby covenants that the area shown as a "Floodplain Protection and Preservation, Access and Maintenance Easement" area within Outlot 1 on this CSM shall be protected and maintained as a floodplain protection and preservation area that no filling, dredging, tree cutting, mowing, plant removal or other activity or condition

detrimental to its function as a floodplain area shall occur or exist within such area or on any surrounding land without written approval of the Lot 1, 2 and 3 Owners or the Association, the Village, WI DNR and the Federal Emergency Management Agency (FEMA). This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as Owners of Outlot 1 that contain floodplain protection and preservation areas and shall benefit and be enforceable by the Village and/or the WI DNR and/or FEMA. The Developer shall be relieved of any protection or maintenance obligations they may have as Owners of such Outlot 1 or portions thereof under this covenant, only to the extent that the Lot 1, 2 and 3 Owners perform the required protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such floodplain maintenance activities, the Outlot Owners, **respectively or the Association**, collectively, 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 Dedication and Easement Provisions on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement dedication.

6. The Developer covenants that the Dedicated 30' Sanitary Sewer, Access and Maintenance Easement shown on this CSM hereby places restrictions on Outlot 1, wherein a sanitary sewer main easement 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 this and other adjacent development subject to the Dedications and Easements Provision on this CSM. The Developer further covenants that there shall be no buildings, fences, driveways, fences, berms or structures of any kind placed within the easement area 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. Furthermore, if the Village allows for the placement of fencing, driveways or landscaping within the sewer easement area granted to the Village, the Outlot 1 Owners, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways or landscaping. This covenant shall run with the land, shall be binding upon the Outlot Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as the Outlot Owners, and shall benefit and be enforceable by the Village.



MEMORANDUM

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

TO: Peggy Herrick , Assistant Planner / Zoning Administrator

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

SUBJ: The Gateway at Lakeview
Site Grading, Drainage, Utility, and Paving Improvements

DATE: May 23, 2018

Peggy,

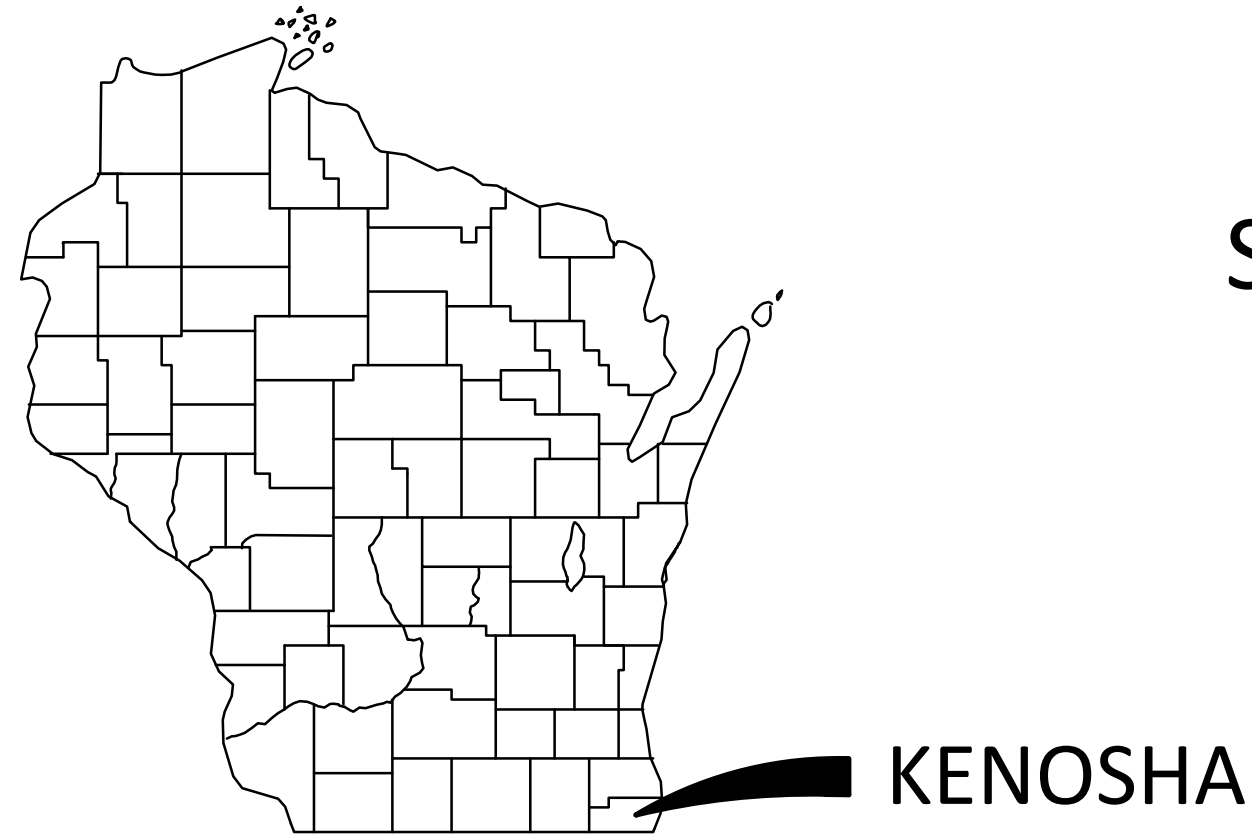
The Engineering Department has reviewed submitted plans for the above referenced project. Based on our review, we have the following comments listed below and as noted on the attached plan mark-up sheets. Refer to both this memo and the plan mark-up sheets for all engineering comments.

1. See comments on attached mark-up plan sheets.
 - a. Only plan sheets with comments are included.
 - b. Comments that apply to multiple locations are not repeated for every occurrence.
2. Provide a copy of the WDOT permit for all work within the East Frontage Road and STH 165 right-of-way(s).
3. The Street Lighting plan needs to be clarified. Lights owned by Village? or WE-Energies? Installed by? Verify that poles are black. Provide luminaire information.
4. The WDOT has forwarded an Engineering Service Request for the Village to execute in the estimated amount of \$12,541.38 for traffic signal revisions at WIS 165 & East Frontage Road. Is this cost in the Developer's Agreement as the responsibility of the Developer?
5. Provide a copy of the completed WDNR forms for the public sanitary sewer extension. The Village will submit the plans to the Kenosha Water Utility (KWU) for their system level review. Upon Village approval and approval from KWU the developer shall submit the plans to SEWRPC and WDNR for their respective approvals.

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.

CONSTRUCTION PLANS
for
THE GATEWAY
AT LAKEVIEW CORPORATE PARK
SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS
for
WISPARK, LLC.
Village of Pleasant Prairie, Kenosha County, Wisconsin

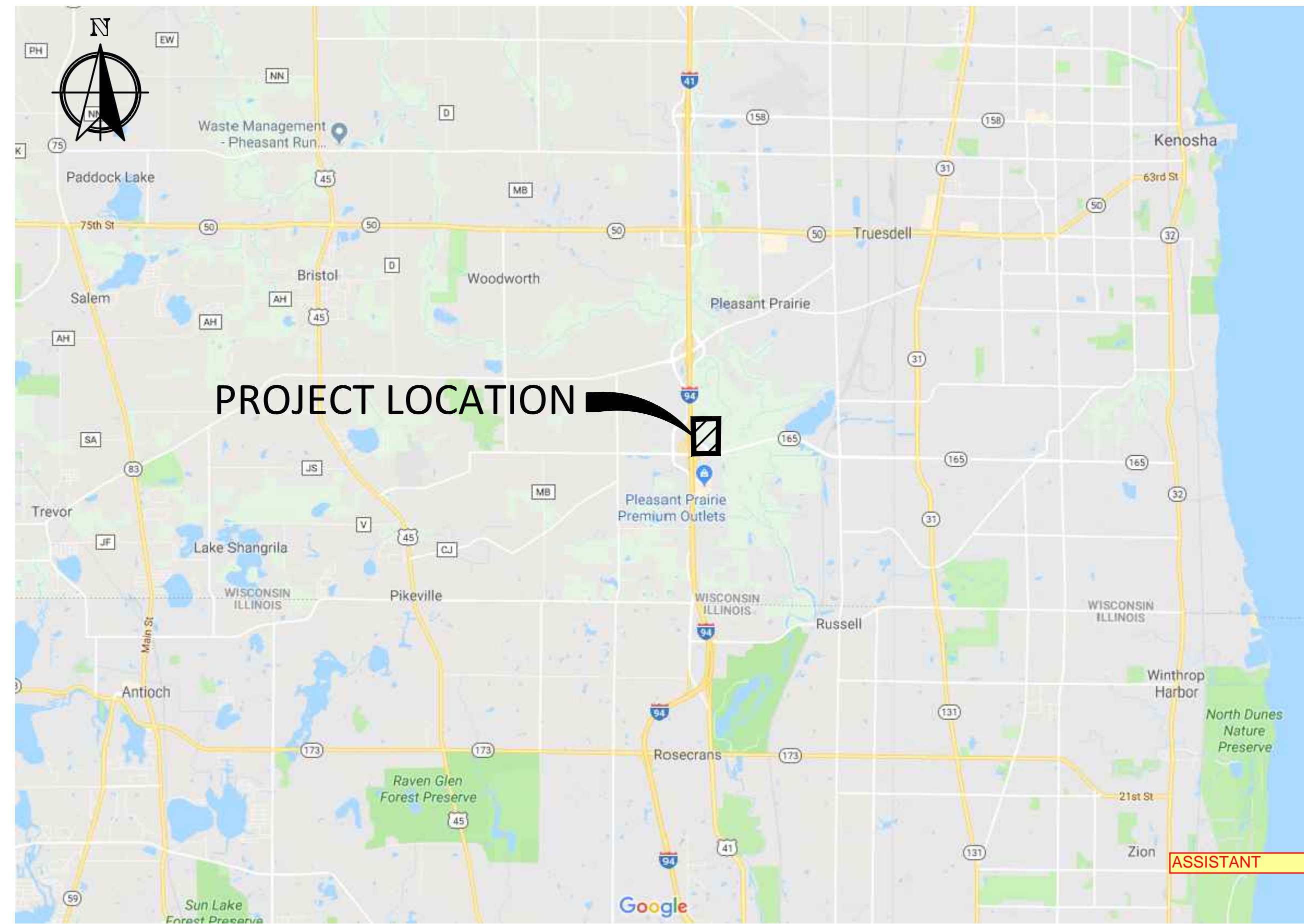
VOPP ENG REVIEW
PLAN MARK UP
MAY 23, 2018



KENOSHA

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		



PROJECT LOCATION

ASSISTANT

SHEET INDEX

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS SURVEY	C-2
PROPOSED LAND DIVISION	C-3
TRAFFIC CONTROL PLANS	C-4 THRU C-7
120TH AVE DEMOLITION PLAN	C-8
120TH AVE PAVEMENT PLAN	C-9
SITE GRADING & EROSION CONTROL PLAN	C-10 THRU C-12
120TH AVE PAVEMENT GRADING PLAN	C-13
120TH AVE PAVEMENT MARKING & SIGNAGE PLAN	C-14
SITE LANDSCAPING PLAN	C-15
MASTER UTILITY PLAN	C-16
ROADWAY, STORM SEWER & SANITARY SEWER PLAN & PROFILES	C-17 THRU C-20
STH 165 TURN LANE MODIFICATIONS PLAN	C-21 THRU C-22
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-23 THRU C-25
120TH AVENUE ELECTRICAL PLANS	E-1 THRU E-4

DEVELOPER

WISPARK, LLC.
JEROLD FRANKE
301 W WISCONSIN AVENUE, SUITE 400
MILWAUKEE, WI 53203
PHONE: (414)274-4600
EMAIL: jfranke@wispark.com

GOVERNING AGENCY CONTACTS

PLEASANT PRAIRIE VILLAGE HALL 9915 39TH STREET PLEASANT PRAIRIE, WI 53158 OFFICE: (262) 694-1400 - ADMINISTRATION THOMAS SHIRCEL - INTERIM VILLAGE ADMINISTRATOR OFFICE: (262) 925-6721 EMAIL: tshircel@plprairiewi.com - COMMUNITY DEVELOPMENT DEPARTMENT JEAN WERBIE-HARRIS, DIRECTOR - PLANNER, ZONING ADMINISTRATOR OFFICE: (262) 925-6718 EMAIL: jwerbier-harris@plprairiewi.com PEGGY HERRICK - ASSISTANT PLANNER & ZONING ADMINISTRATOR OFFICE: (262) 925-6716 EMAIL: pherrick@plprairiewi.com KRISTINA TRANEL - DEPUTY PLANNER & DEPUTY ZONING ADMINISTRATOR OFFICE: (262) 925-6711 EMAIL: ktranel@plprairiewi.com - ENGINEERING DEPARTMENT MATT FINEOUR - VILLAGE ENGINEER OFFICE: (262) 925-6778 EMAIL: mfineour@plprairiewi.com KURT DAVIDSEN - ASSISTANT VILLAGE ENGINEER OFFICE: (262) 925-6728 EMAIL: kdavidsen@plprairiewi.com - BUILDING INSPECTION DEPARTMENT SANDRO PEREZ - BUILDING INSPECTION SUPERINTENDENT OFFICE: (262) 694-9304 DIRECT: (262) 925-6722 EMAIL: sperez@plprairiewi.com	PLEASANT PRAIRIE FIRE DEPARTMENT CRAIG ROEPKE - CHIEF OF FIRE & RESCUE 8044 88TH AVENUE DIRECT: (262) 948-8981 EMAIL: croepke@plprairiewi.com THOMAS CLARK - LIEUTENANT FIRE & RESCUE DEPARTMENT DIRECT: (262) 948-8982 EMAIL: tclark@plprairiewi.com PLEASANT PRAIRIE PUBLIC WORKS JOHN STEINBRINK, JR., - DIRECTOR 8600 GREEN BAY ROAD OFFICE: (262) 925-6768 EMAIL: jsteinbrink@plprairiewi.com RICK MURPHY - CONSTRUCTION MANAGER OFFICE: (262) 948-8947 EMAIL: rmurphy@plprairiewi.com STEVE WLAHOVICH - ENGINEERING TECHNICIAN OFFICE: (262) 925-6767 EMAIL: swlahovich@plprairiewi.com WI DEPARTMENT OF NATURAL RESOURCES ELAINE JOHNSON - WATER RESOURCE SPECIALIST OFFICE: 262-884-2136 EMAIL: elaine.johnson@wisconsin.gov PETER WOOD - WATER RESOURCES ENGINEER OFFICE: 262-884-2360 EMAIL: peter.wood@wisconsin.gov
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SPECIFICATION NOTE

THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE PROJECT MANUAL INCLUDING ALL CONSTRUCTION SPECIFICATIONS ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

PRE-CONSTRUCTION NOTE

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, AND ZONING ADMINISTRATOR) MUST BE HELD AT THE VILLAGES OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE 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.

PUBLIC UTILITY CONTACTS

AMERICAN TRANSMISSION COMPANY BRIAN MCGEE OFFICE: 262-506-6700 EMAIL: bmcgee@atcllc.com EMERGENCY NUMBER: (800) 972-5341 WISCONSIN D.O.T. SOUTHEAST REGION OFFICE: 414-266-1167 AT&T MIKE TOYEK OFFICE: 262-636-0549 EMAIL: mt1734@att.com TDS TELECOM SOUTHEAST WISCONSIN OFFICE: 877-483-7142	SPECTRUM ROBERT TUNUTA UTILITY COORDINATOR OFFICE: 414-277-4205 CELL: 414-758-5888 EMAIL: tunuta@charter.net WE-ENERGIES ALLIE MILLER KENOSHA SOUTH OFFICE: 262-552-3227 EMAIL: allie.miller@we-energies.com NATURAL GAS EMERGENCY: (800) 261-5325 ELECTRICAL EMERGENCY: (800) 662-4797 PLEASANT PRAIRIE PUBLIC WORKS JOHN STEINBRINK, JR., - DIRECTOR 8600 GREEN BAY ROAD OFFICE: 262-925-6768 EMAIL: jsteinbrink@plprairiewi.com
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DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

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	STM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



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

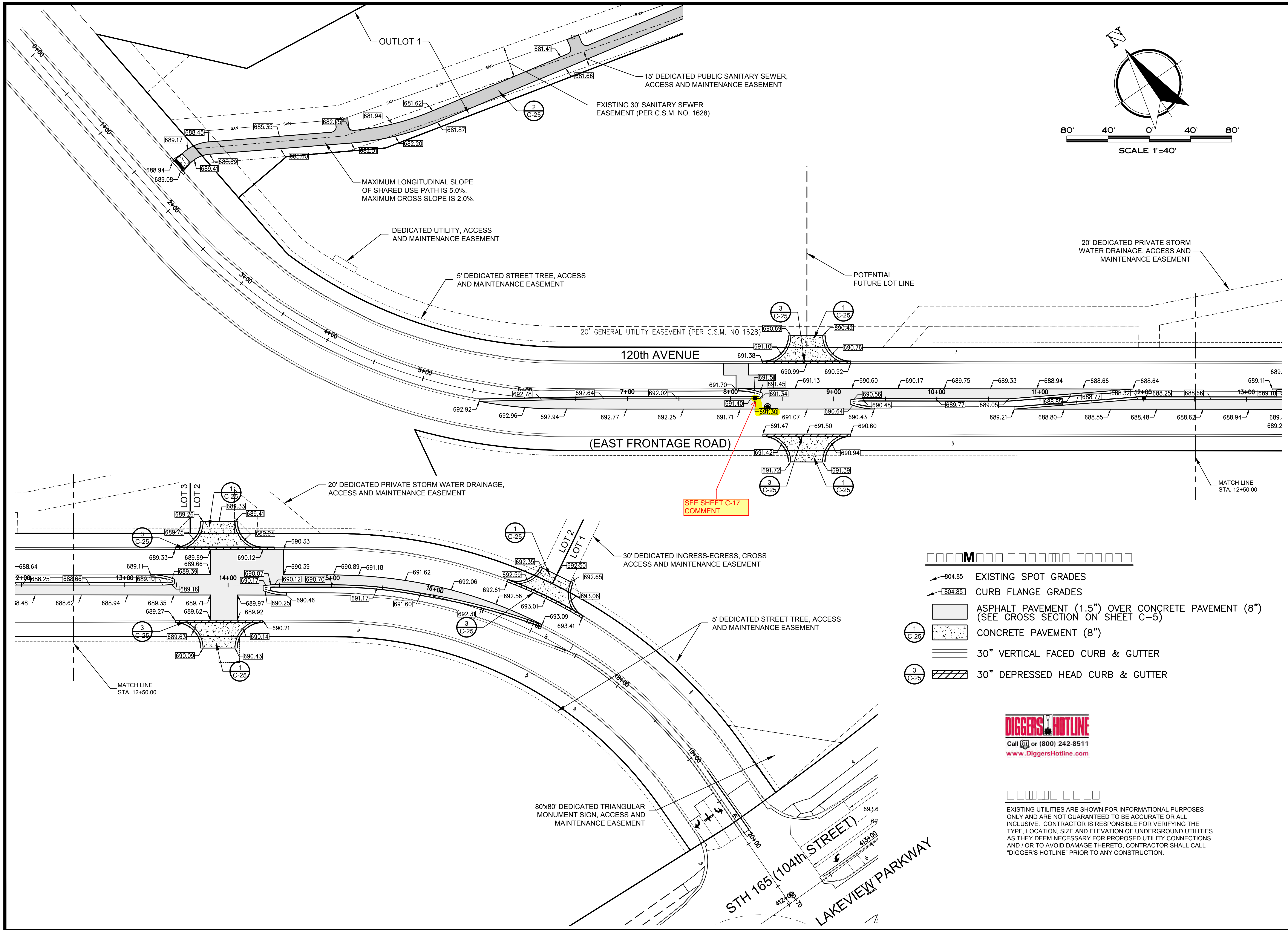
THE GATEWAY AT LAKEVIEW CORPORATE PARK
SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS
FOR WISPARK, LLC.

NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-22-2017
CHECKED: MDE
DATE: 4-2-2018
2014.0037.04
SHEET
C-1

FINAL BID DOCUMENTS - 4-3-2018

Tuesday, April 03, 2018 3:50:36 PM



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

**THE GATEWAY
 AT LAKEVIEW CORPORATE PARK
 120th AVENUE PAVEMENT GRADING PLAN**
 FOR WISPARK LLC
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR:	___ MDE
DRAFTED:	___ NDB
DATE:	12-22-2017
CHECKED:	___ MDE
DATE:	4-2-2018
2014.0037.04	
SHEET	
C-13	

- EXISTING SPOT GRADES
- CURB FLANGE GRADES
- ASPHALT PAVEMENT (1.5") OVER CONCRETE PAVEMENT (8") (SEE CROSS SECTION ON SHEET C-5)
- CONCRETE PAVEMENT (8")
- 30" VERTICAL FACED CURB & GUTTER
- 30" DEPRESSED HEAD CURB & GUTTER



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.

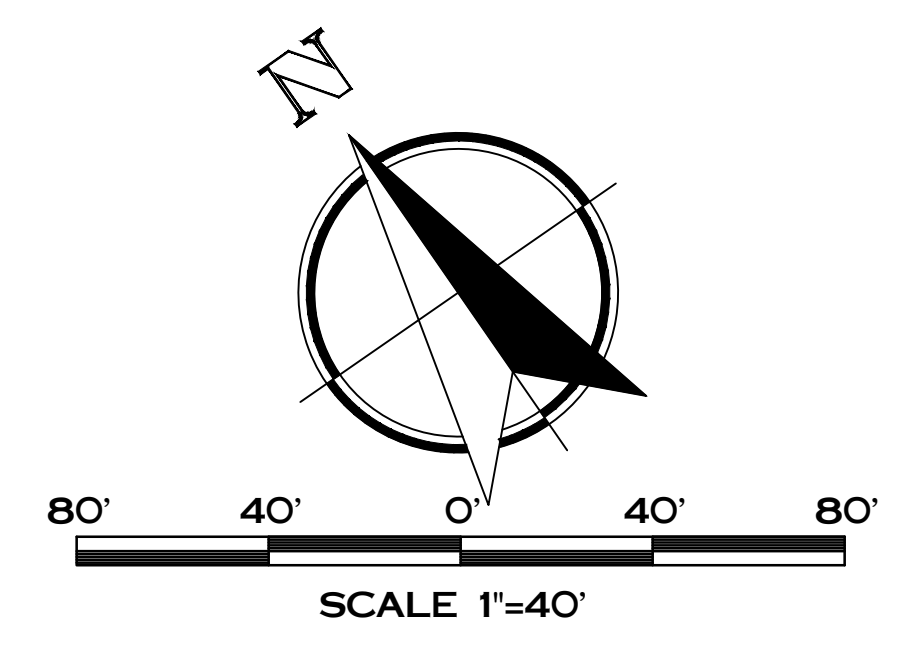
FINAL BID DOCUMENTS - 4-3-2018

**THE GATEWAY
AT LAKEVIEW CORPORATE PARK
SITE LANDSCAPING PLAN**

FOR
WISPARK LLC

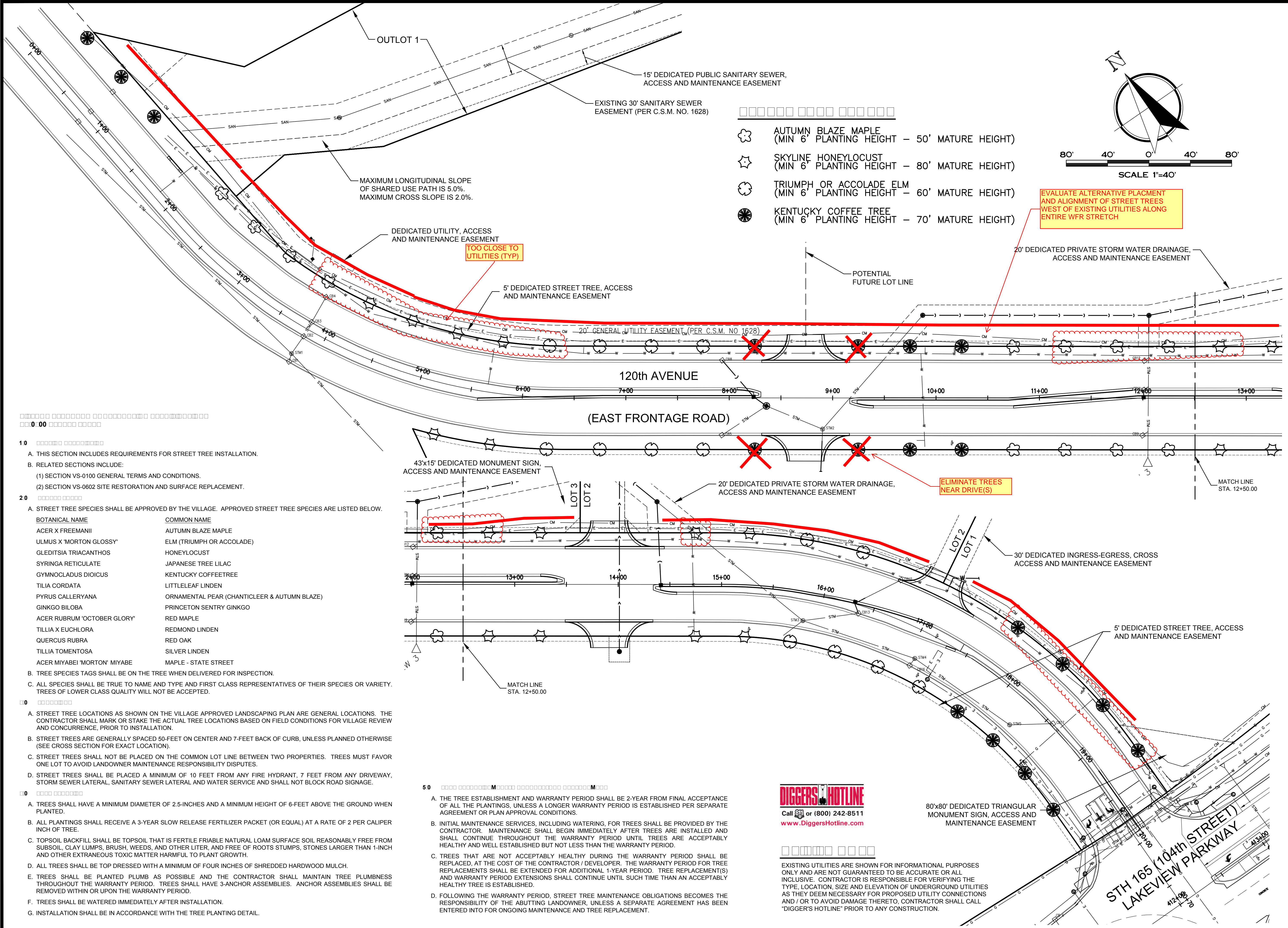
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

FINAL BID DOCUMENTS - 4-3-2018



- ☼ AUTUMN BLAZE MAPLE (MIN 6' PLANTING HEIGHT - 50' MATURE HEIGHT)
- ☆ SKYLINE HONEYLOCUST (MIN 6' PLANTING HEIGHT - 80' MATURE HEIGHT)
- ☼ TRIUMPH OR ACCOLADE ELM (MIN 6' PLANTING HEIGHT - 60' MATURE HEIGHT)
- ☼ KENTUCKY COFFEE TREE (MIN 6' PLANTING HEIGHT - 70' MATURE HEIGHT)

EVALUATE ALTERNATIVE PLACEMENT AND ALIGNMENT OF STREET TREES WEST OF EXISTING UTILITIES ALONG ENTIRE WFR STRETCH



0+00 10+00 20+00 30+00 40+00 50+00 60+00 70+00 80+00 90+00 100+00 110+00 120+00 130+00 140+00 150+00 160+00 17+00

- 1.0 THIS SECTION INCLUDES REQUIREMENTS FOR STREET TREE INSTALLATION.
- 2.0 RELATED SECTIONS INCLUDE:
- (1) SECTION VS-0100 GENERAL TERMS AND CONDITIONS.
 - (2) SECTION VS-0602 SITE RESTORATION AND SURFACE REPLACEMENT.

2.0 STREET TREE SPECIES SHALL BE APPROVED BY THE VILLAGE. APPROVED STREET TREE SPECIES ARE LISTED BELOW.

BOTANICAL NAME	COMMON NAME
ACER X FREEMANII	AUTUMN BLAZE MAPLE
ULMUS X 'MORTON GLOSSY'	ELM (TRIUMPH OR ACCOLADE)
GLEDITSIA TRIACANTHOS	HONEYLOCUST
SYRINGA RETICULATE	JAPANESE TREE LILAC
GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE
TILIA CORDATA	LITTLELEAF LINDEN
PYRUS CALLERYANA	ORNAMENTAL PEAR (CHANTICLEER & AUTUMN BLAZE)
GINKGO BILOBA	PRINCETON SENTRY GINKGO
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE
TILLIA X EUCHLORA	REDMOND LINDEN
QUERCUS RUBRA	RED OAK
TILLIA TOMENTOSA	SILVER LINDEN
ACER MIYABEI 'MORTON' MIYABE	MAPLE - STATE STREET

- 3.0 TREE SPECIES TAGS SHALL BE ON THE TREE WHEN DELIVERED FOR INSPECTION.
- 4.0 ALL SPECIES SHALL BE TRUE TO NAME AND TYPE AND FIRST CLASS REPRESENTATIVES OF THEIR SPECIES OR VARIETY. TREES OF LOWER CLASS QUALITY WILL NOT BE ACCEPTED.
- 5.0 STREET TREE LOCATIONS AS SHOWN ON THE VILLAGE APPROVED LANDSCAPING PLAN ARE GENERAL LOCATIONS. THE CONTRACTOR SHALL MARK OR STAKE THE ACTUAL TREE LOCATIONS BASED ON FIELD CONDITIONS FOR VILLAGE REVIEW AND CONCURRENCE, PRIOR TO INSTALLATION.
- 6.0 STREET TREES ARE GENERALLY SPACED 50-FEET ON CENTER AND 7-FEET BACK OF CURB, UNLESS PLANNED OTHERWISE (SEE CROSS SECTION FOR EXACT LOCATION).
- 7.0 STREET TREES SHALL NOT BE PLACED ON THE COMMON LOT LINE BETWEEN TWO PROPERTIES. TREES MUST FAVOR ONE LOT TO AVOID LANDOWNER MAINTENANCE RESPONSIBILITY DISPUTES.
- 8.0 STREET TREES SHALL BE PLACED A MINIMUM OF 10 FEET FROM ANY FIRE HYDRANT, 7 FEET FROM ANY DRIVEWAY, STORM SEWER LATERAL, SANITARY SEWER LATERAL AND WATER SERVICE AND SHALL NOT BLOCK ROAD SIGNAGE.

- 9.0 TREES SHALL HAVE A MINIMUM DIAMETER OF 2.5-INCHES AND A MINIMUM HEIGHT OF 6-FEET ABOVE THE GROUND WHEN PLANTED.
- 10.0 ALL PLANTINGS SHALL RECEIVE A 3-YEAR SLOW RELEASE FERTILIZER PACKET (OR EQUAL) AT A RATE OF 2 PER CALIPER INCH OF TREE.
- 11.0 TOPSOIL BACKFILL SHALL BE TOPSOIL THAT IS FERTILE FRIABLE NATURAL LOAM SURFACE SOIL REASONABLY FREE FROM SUBSOIL, CLAY LUMPS, BRUSH, WEEDS, AND OTHER LITER, AND FREE OF ROOTS STUMPS, STONES LARGER THAN 1-INCH AND OTHER EXTRANEIOUS TOXIC MATTER HARMFUL TO PLANT GROWTH.
- 12.0 ALL TREES SHALL BE TOP DRESSED WITH A MINIMUM OF FOUR INCHES OF SHREDDED HARDWOOD MULCH.
- 13.0 TREES SHALL BE PLANTED PLUMB AS POSSIBLE AND THE CONTRACTOR SHALL MAINTAIN TREE PLUMBNESS THROUGHOUT THE WARRANTY PERIOD. TREES SHALL HAVE 3-ANCHOR ASSEMBLIES. ANCHOR ASSEMBLIES SHALL BE REMOVED WITHIN OR UPON THE WARRANTY PERIOD.
- 14.0 TREES SHALL BE WATERED IMMEDIATELY AFTER INSTALLATION.
- 15.0 INSTALLATION SHALL BE IN ACCORDANCE WITH THE TREE PLANTING DETAIL.

43'x15' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT

20' DEDICATED PRIVATE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

ELIMINATE TREES NEAR DRIVE(S)

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

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NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-22-2017
CHECKED: MDE
DATE: 4-2-2018

2014.0037.04
SHEET
C-15



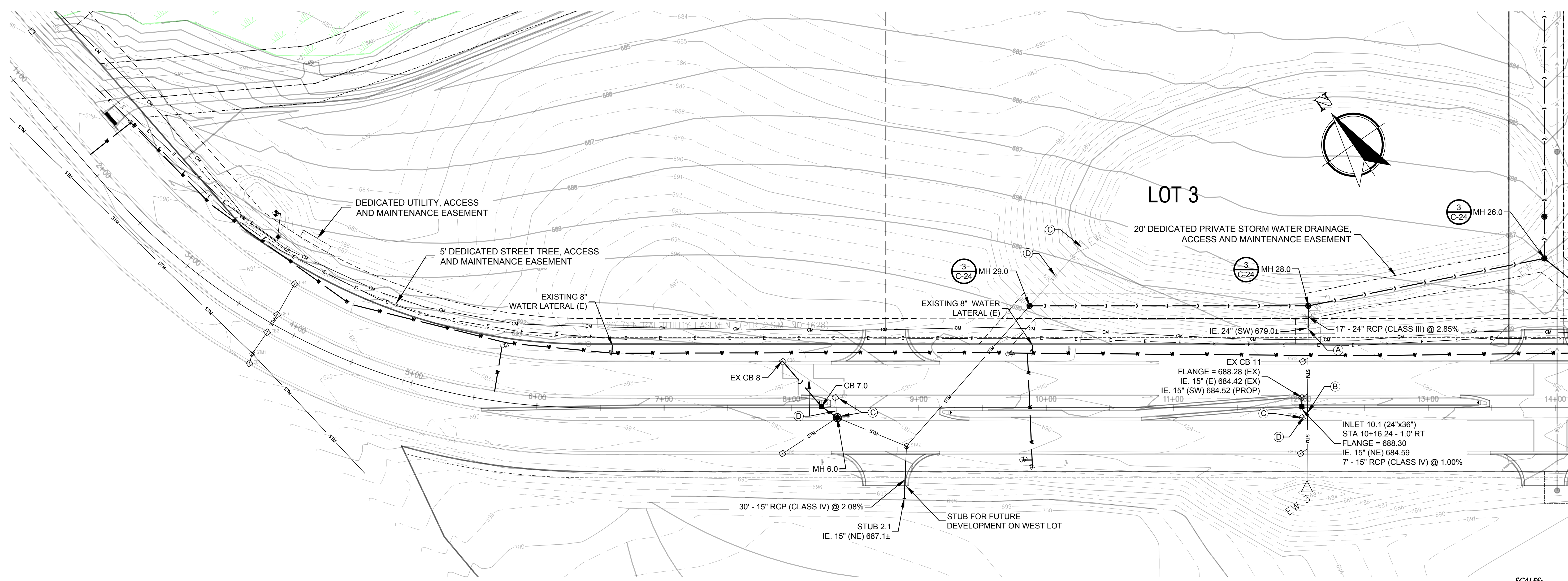
Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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

THE GATEWAY AT LAKEVIEW CORPORATE PARK
120TH AVENUE
STORM SEWER PLAN & PROFILE
(STATION 2+00 TO 13+75)

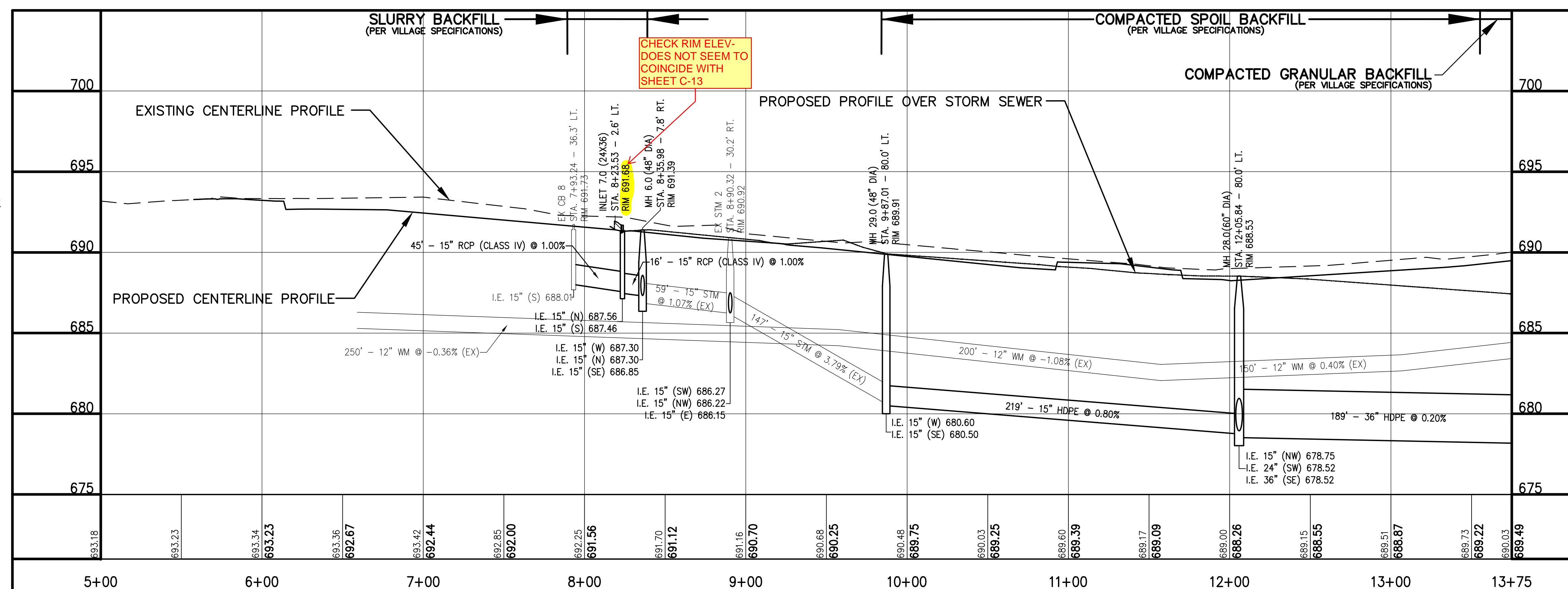
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

FINAL BID DOCUMENTS - 4-3-2018



120TH AVENUE (EAST FRONTAGE ROAD)

SCALES:
1" = 40' HOR
1" = 4' VER



- (A) CONCRETE COLLAR AND PIPE TIES REQUIRED
- (B) PATCH / REPAIR EXISTING OPENING IN RCP WITH BRICK & MORTAR
- (C) EXISTING STORM STRUCTURE TO BE REMOVED
- (D) EXISTING STORM SEWER PIPE TO BE REMOVED



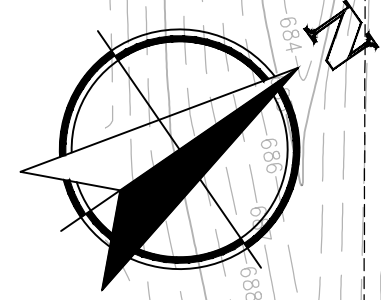
EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE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

NO.	REVISION	BY	DATE

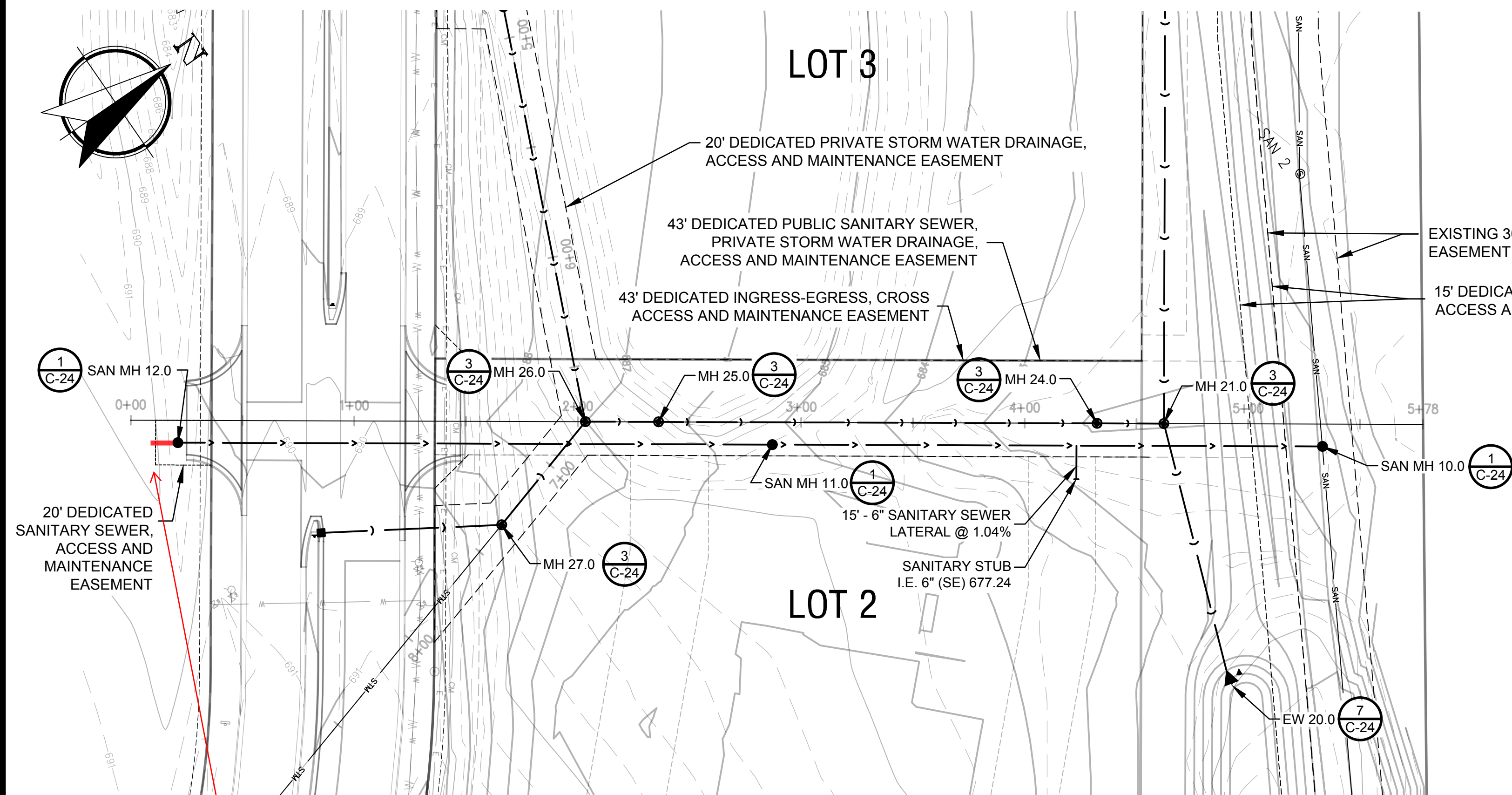
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DATE: 1-3-2018
CHECKED: MDE
DATE: 4-2-2018

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LOT 3

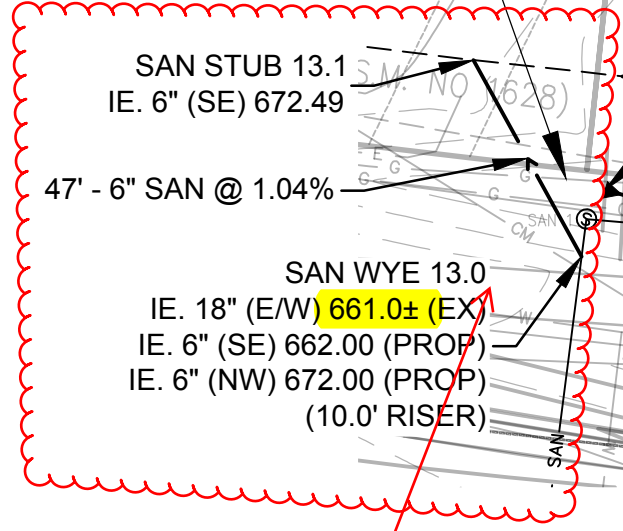
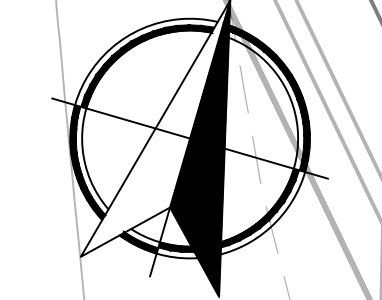


NMB, DO YOU WANT TO PROVIDE A STUB FOR FUTURE CONNECTION SO YOU DONT HAVE TO DIG UP THE MH?

LOT 2/3 EASEMENT

PRIVATE STORM SEWER & PUBLIC SANITARY SEWER

SCALES:
1" = 40' HOR
1" = 4' VER

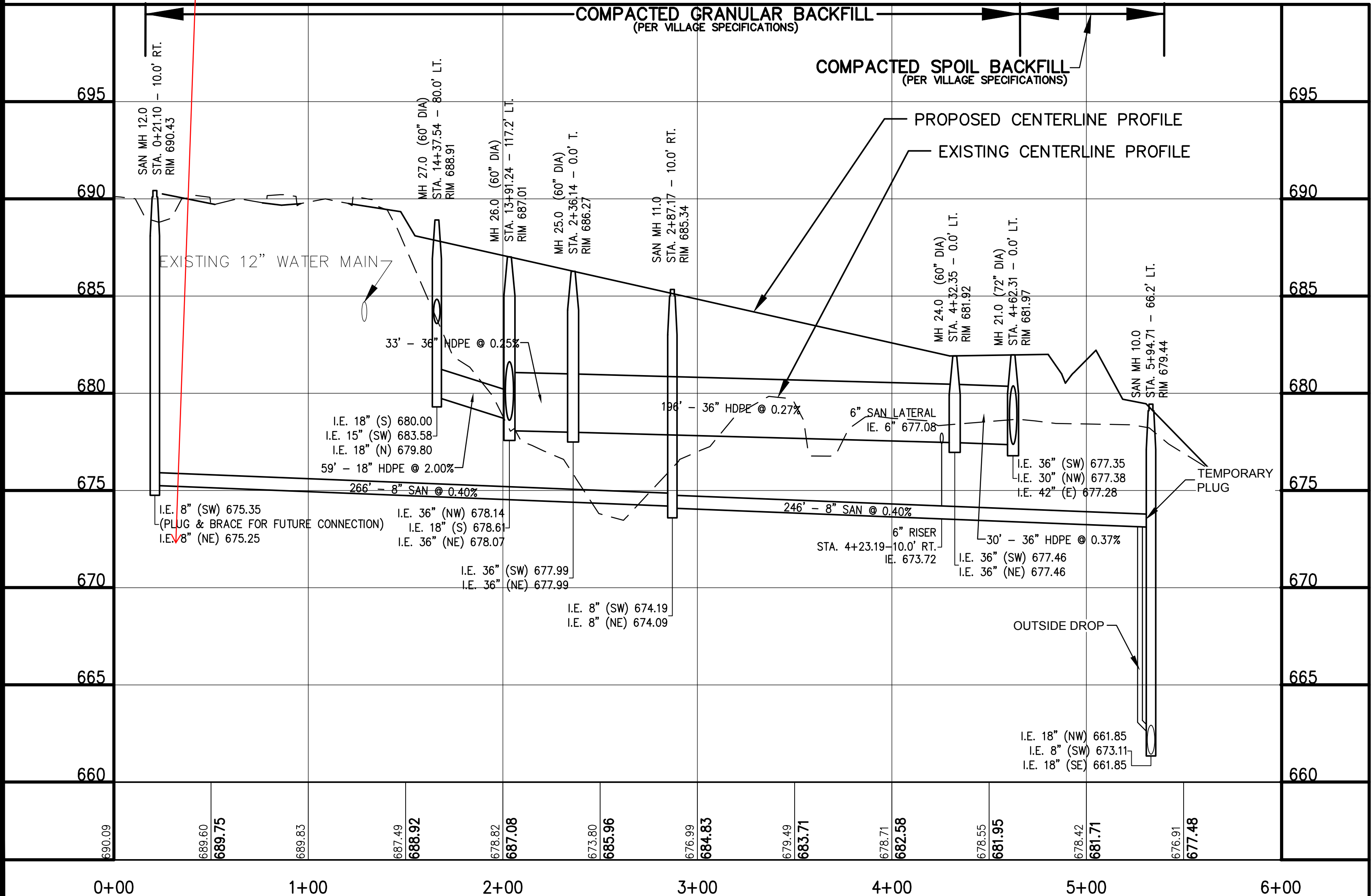


IS THE EXISTING SEWER DEPTH INFORMATION CORRECT? RECORD DRAWINGS INDICATE A SHALLOWER SEWER...VERIFY

ADEQUATELY SIZED? PROVIDE SIZING CALCS / DRAINAGE AREA MAP FOR CULVERT

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

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

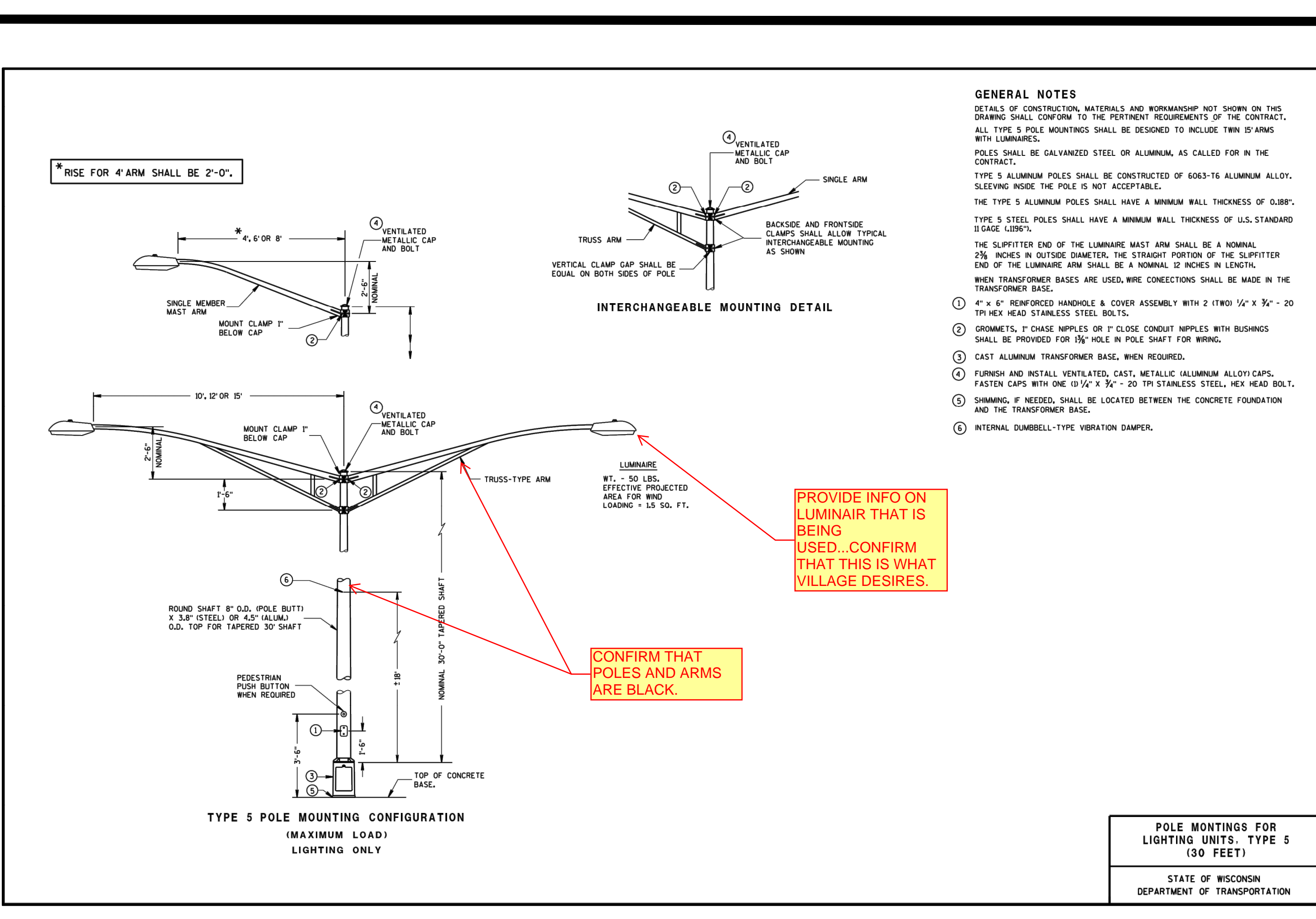
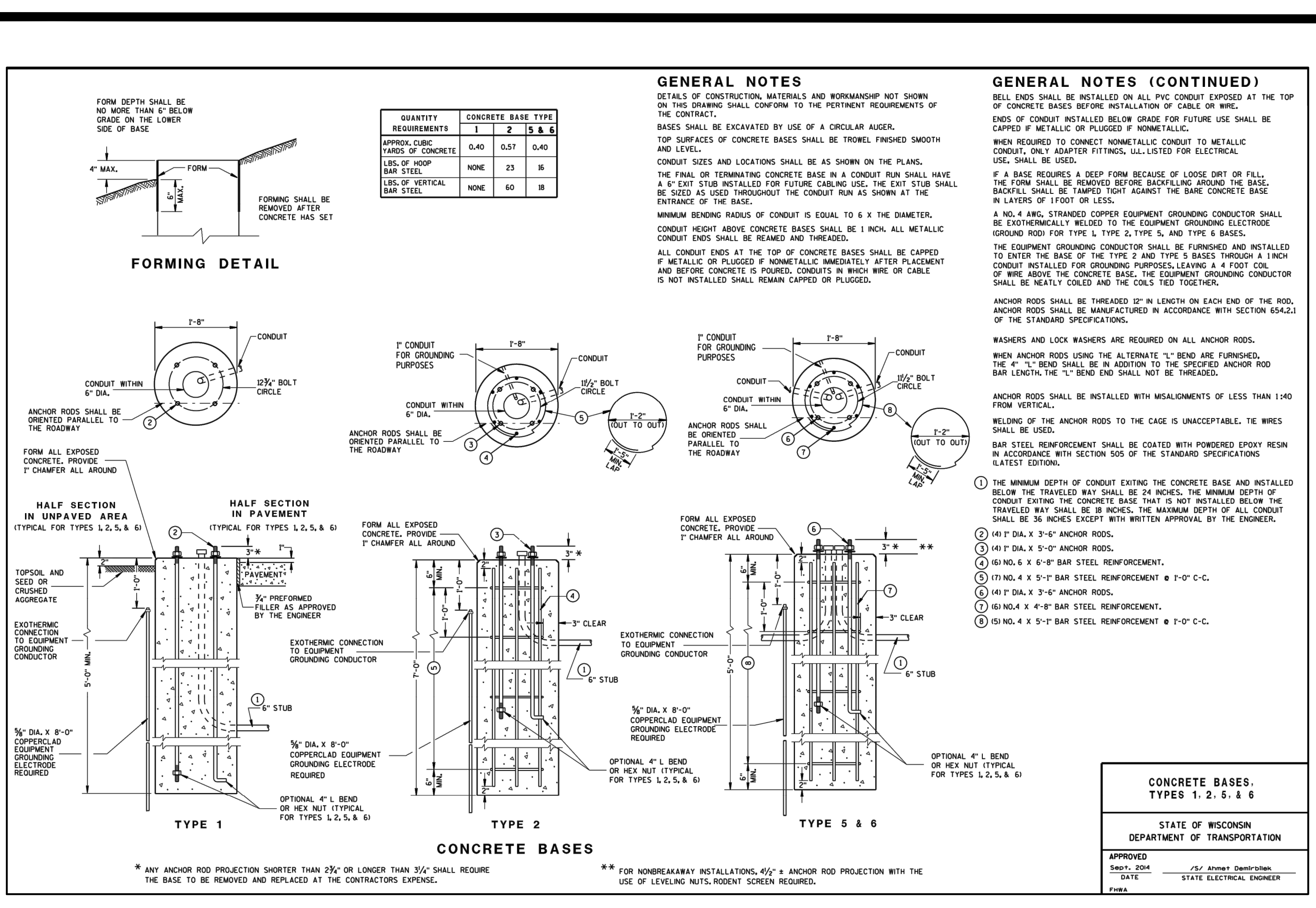
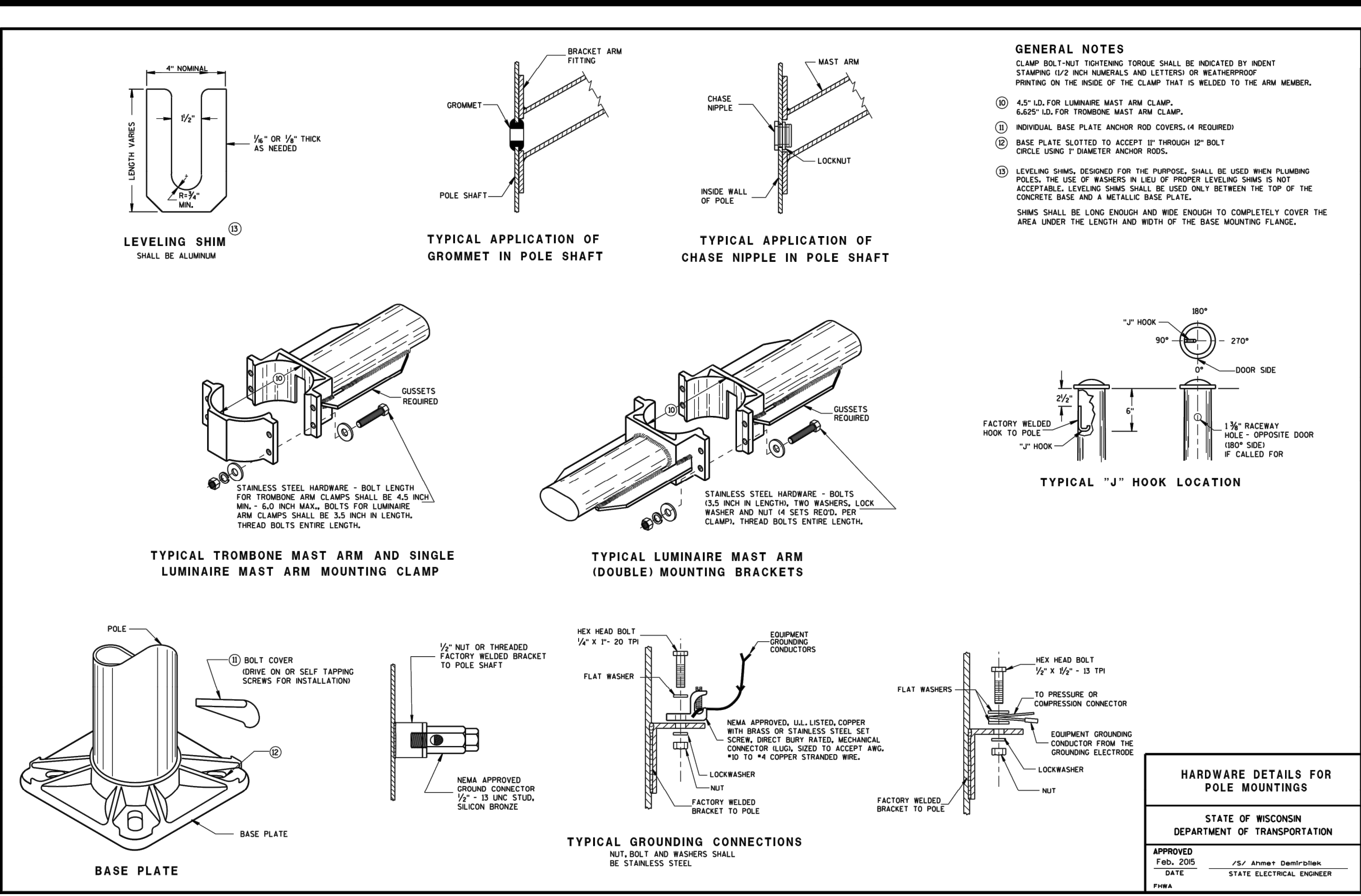
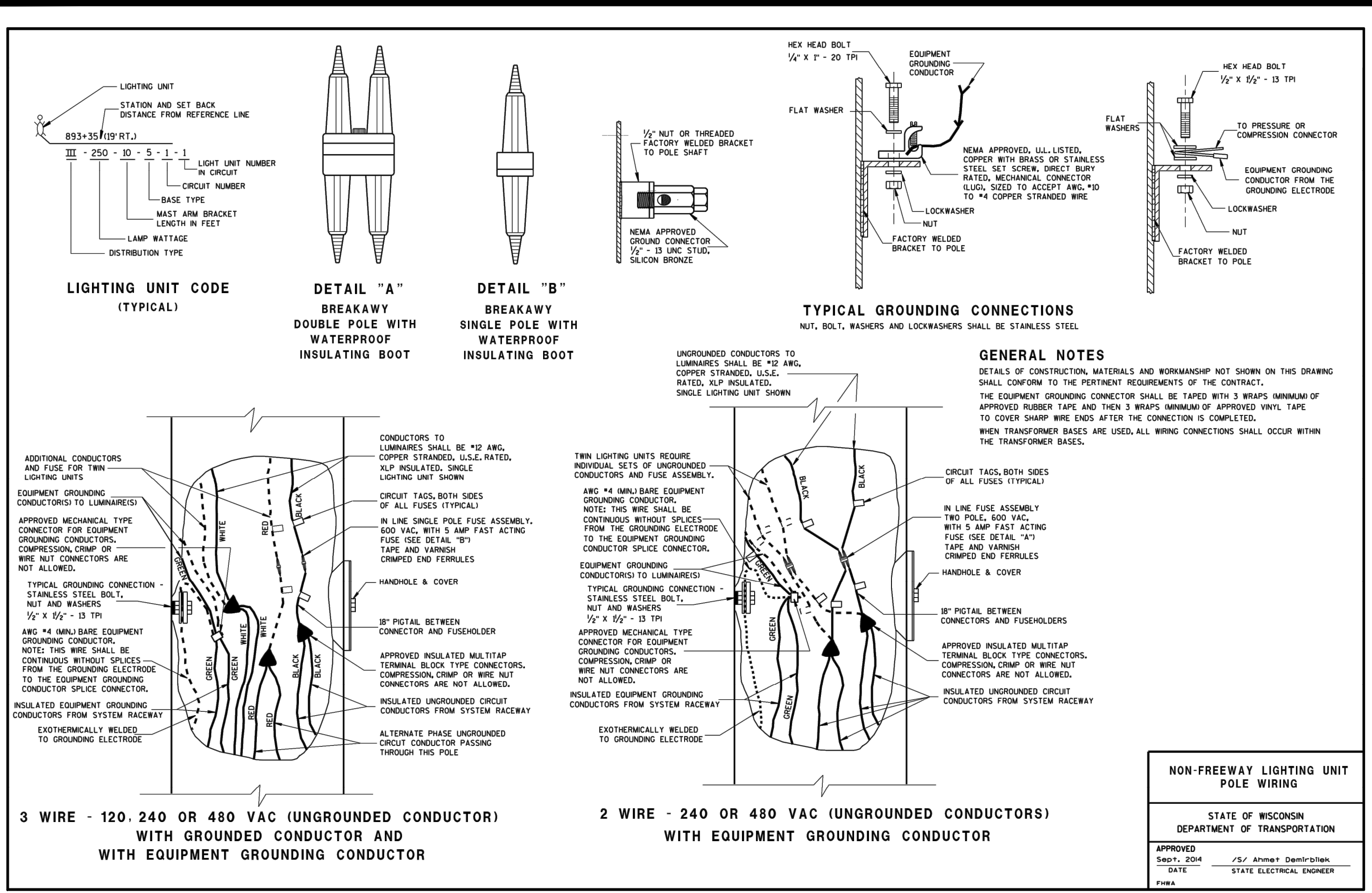
THE GATEWAY
AT LAKEVIEW CORPORATE PARK
LOT 1, 2 & 3
STORM & SANITARY SEWER PLAN & PROFILE
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
DRAFTED: _____ NDB
DATE: 1-3-2018
CHECKED: _____ MDE
DATE: 4-2-2018
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Tuesday, April 03, 2018



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 Tel: (262)634-5588 Website: www.nmbssc.net

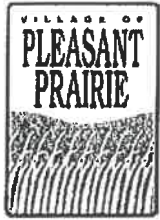
THE GATEWAY AT LAKEVIEW CORPORATE PARK
 DETAILS FOR WISPARK LLC
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	DATE

PROJ. MGR: G.W.S.
 DRAFTED: B.E.F.
 DATE: 04-09-2018
 CHECKED: G.W.S.
 DATE: 04-09-2018

2014.0037.04
 SHEET E-2

Powrtek Engineering, Inc.
 20711 WATERTOWN RD., SUITE C
 WAUKESHA, WI 53186
 VOICE: 262-827-9575
 FAX: 262-827-9615



CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: Northeast corner of 120th Avenue (East Frontage Road) & 104th Street (STH 165)

Legal Description: Parcels 13, CSM 1628 (Pt. SW1/4, Sec. 19-1-22)

Tax Parcel Number(s): 92-4-122-193-0166

Existing Zoning District(s): B-6

Select all that apply:

- The property abuts or adjoins State Trunk Highway 165
- The property abuts or adjoins County Trunk Highway _____
- Municipal Sanitary Sewer is available to service said property
- Municipal Water is available to service said property

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 / Erica-Nicole Harris

Signature:

Address: 231 West Michigan Street, P423

Milwaukee WI 53203

(City) (State) (Zip)

Phone: (414) 221-5500

Fax: _____

Email: enharris@wispark.com

Date: April 4, 2018

APPLICANT/AGENT:

Print Name: Nielsen Madsen Barber / Mark D. Eberle

Signature:

Address: 1458 Horizon Blvd., Suite 200

Racine WI 53406

(City) (State) (Zip)

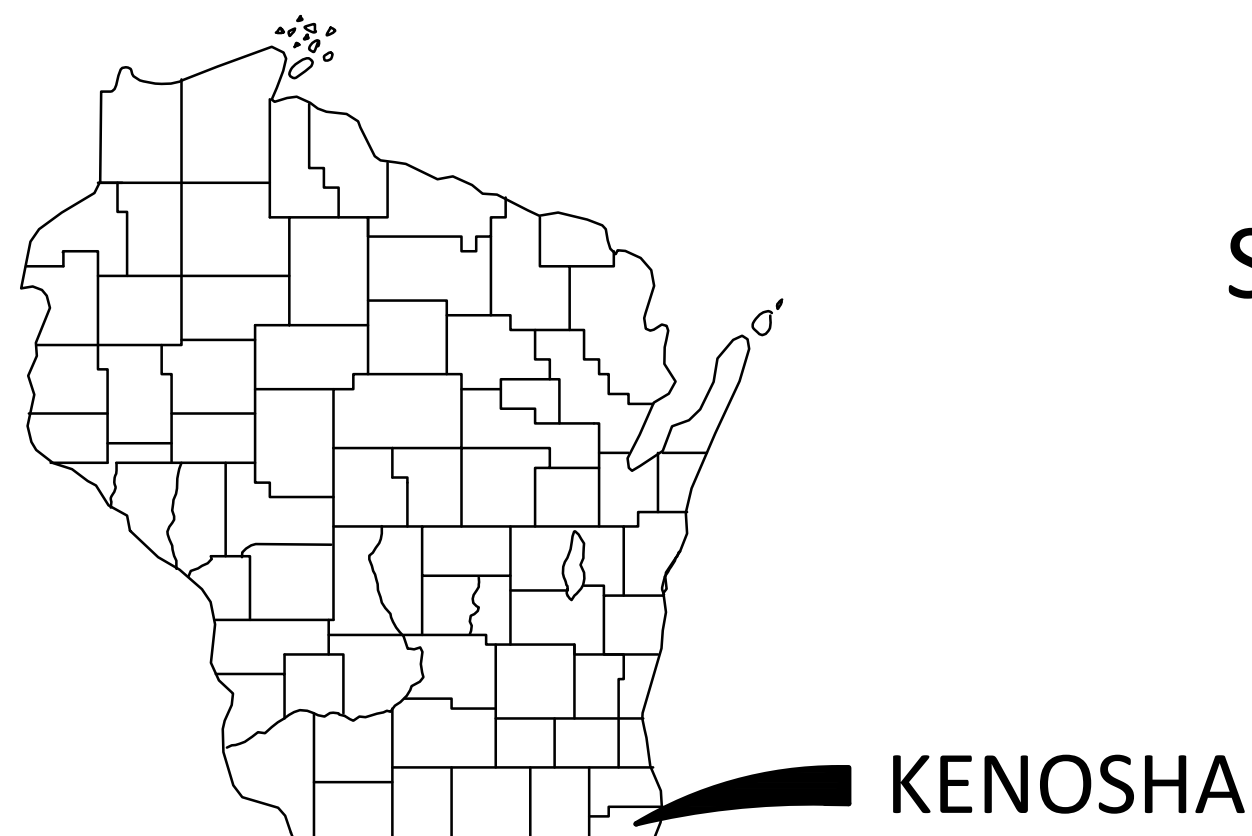
Phone: (262) 634-5588

Fax: (262) 634-5024

Email: meberle@nmbosc.net

Date: February 5, 2018

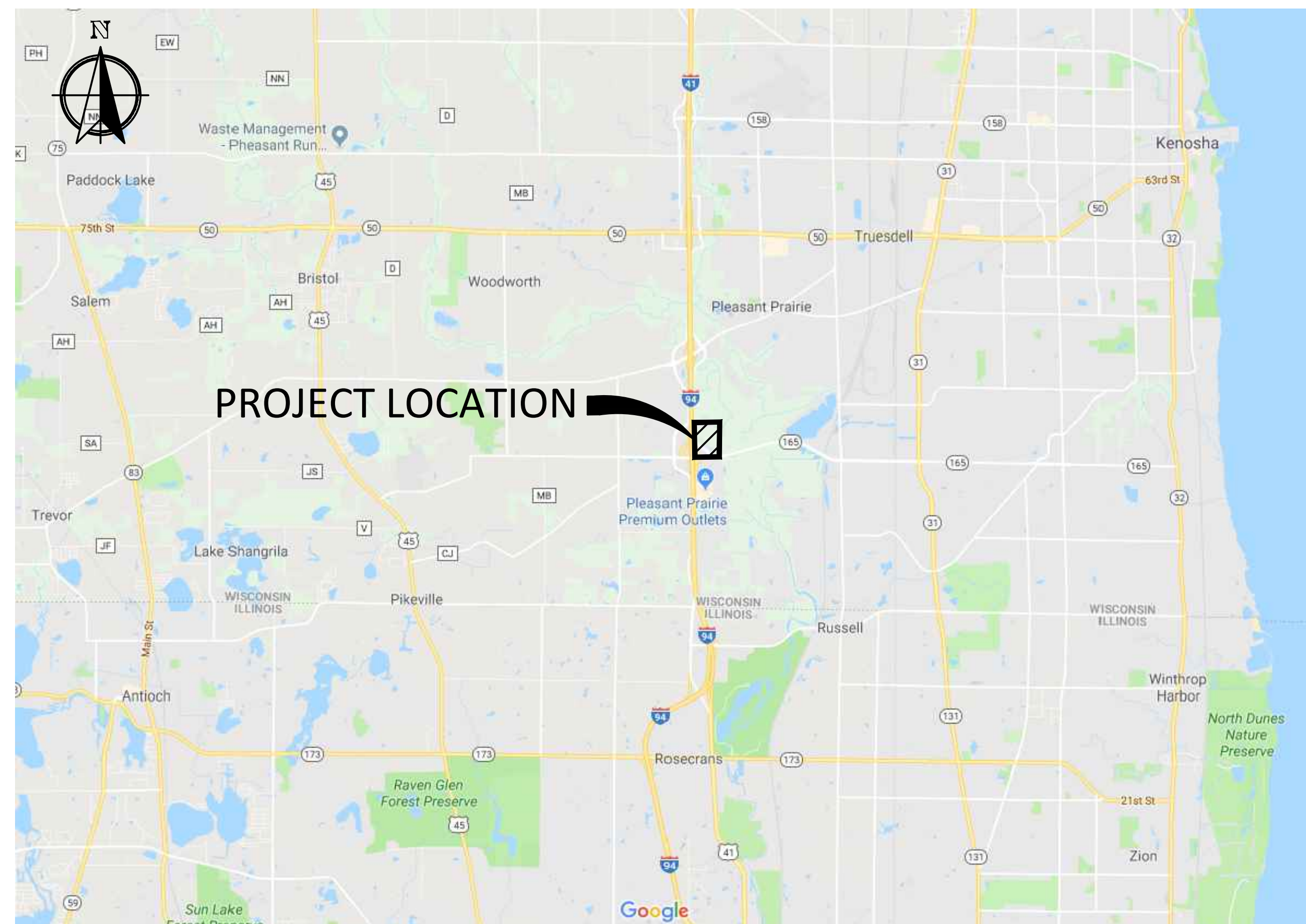
CONSTRUCTION PLANS
for
THE GATEWAY
AT LAKEVIEW CORPORATE PARK
SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS
for
WISPARK, LLC.
Village of Pleasant Prairie, Kenosha County, Wisconsin



KENOSHA

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		



PROJECT LOCATION

SPECIFICATION NOTE

THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE PROJECT MANUAL INCLUDING ALL CONSTRUCTION SPECIFICATIONS ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

PRE-CONSTRUCTION NOTE

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, AND ZONING ADMINISTRATOR) MUST BE HELD AT THE VILLAGES OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

UTILITY NOTE

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PUBLIC UTILITY CONTACTS

AMERICAN TRANSMISSION COMPANY
BRIAN MCGEE
OFFICE: 262-506-6700
EMAIL: bmcgee@atcllc.com
EMERGENCY NUMBER: (800) 972-5341

WISCONSIN D.O.T.
SOUTHEAST REGION
OFFICE: 414-266-1167

AT&T
MIKE TOYEK
OFFICE: 262-636-0549
EMAIL: mt1734@att.com

TDS TELECOM
SOUTHEAST WISCONSIN
OFFICE: 877-483-7142

SPECTRUM
ROBERT TUNUTA
UTILITY COORDINATOR
OFFICE: 414-277-4205
CELL: 414-758-5888
EMAIL: tunuta@charter.net

WE-ENERGIES
ALLIE MILLER
KENOSHA SOUTH
OFFICE: 262-552-3227
EMAIL: allie.miller@we-energies.com

NATURAL GAS EMERGENCY: (800) 261-5325
ELECTRICAL EMERGENCY: (800) 662-4797

PLEASANT PRAIRIE PUBLIC WORKS
JOHN STEINBRINK, JR.,
- DIRECTOR
ROGER PRANGE MUNICIPAL BUILDING
8600 GREEN BAY ROAD
OFFICE: 262-925-6768
EMAIL: jsteinbrink@plprairiewi.com

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TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-23 THRU C-25
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DEVELOPER

WISPARK, LLC.
JEROLD FRANKE
301 W WISCONSIN AVENUE, SUITE 400
MILWAUKEE, WI 53203
PHONE: (414)274-4600
EMAIL: jfranke@wispark.com

GOVERNING AGENCY CONTACTS

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

- ADMINISTRATION
THOMAS SHIRCEL
- INTERIM VILLAGE ADMINISTRATOR
OFFICE: (262) 925-6721
EMAIL: tshircel@plprairiewi.com

- COMMUNITY DEVELOPMENT DEPARTMENT
JEAN WERBIE-HARRIS, DIRECTOR
- PLANNER, ZONING ADMINISTRATOR
OFFICE: (262) 925-6718
EMAIL: jwerbie-harris@plprairiewi.com

PEGGY HERRICK
- ASSISTANT PLANNER & ZONING ADMINISTRATOR
OFFICE: (262) 925-6716
EMAIL: pherrick@plprairiewi.com

KRISTINA TRANEL
- DEPUTY PLANNER & DEPUTY ZONING ADMINISTRATOR
OFFICE: (262) 925-6711
EMAIL: ktranel@plprairiewi.com

- ENGINEERING DEPARTMENT
MATT FINEOUR
- VILLAGE ENGINEER
OFFICE: (262) 925-6778
EMAIL: mfineour@plprairiewi.com

KURT DAVIDSEN
- ASSISTANT VILLAGE ENGINEER
OFFICE: (262) 925-6728
EMAIL: kdavidsen@plprairiewi.com

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

PLEASANT PRAIRIE FIRE DEPARTMENT
CRAIG ROEPKE
- CHIEF OF FIRE & RESCUE
8044 88TH AVENUE
DIRECT: (262) 948-8981
EMAIL: croepke@plprairiewi.com

THOMAS CLARK
- LIEUTENANT FIRE & RESCUE DEPARTMENT
DIRECT: (262) 948-8982
EMAIL: tclark@plprairiewi.com

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8600 GREEN BAY ROAD
OFFICE: (262) 925-6768
EMAIL: jsteinbrink@plprairiewi.com

RICK MURPHY
- CONSTRUCTION MANAGER
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EMAIL: rmurphy@plprairiewi.com

STEVE WLAHOVICH
- ENGINEERING TECHNICIAN
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EMAIL: swlahovich@plprairiewi.com

WI DEPARTMENT OF NATURAL RESOURCES
ELAINE JOHNSON
- WATER RESOURCE SPECIALIST
OFFICE: 262-884-2136
EMAIL: elaine.johnson@wisconsin.gov

PETER WOOD
- WATER RESOURCES ENGINEER
OFFICE: 262-884-2360
EMAIL: peter.wood@wisconsin.gov

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

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	STM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM

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

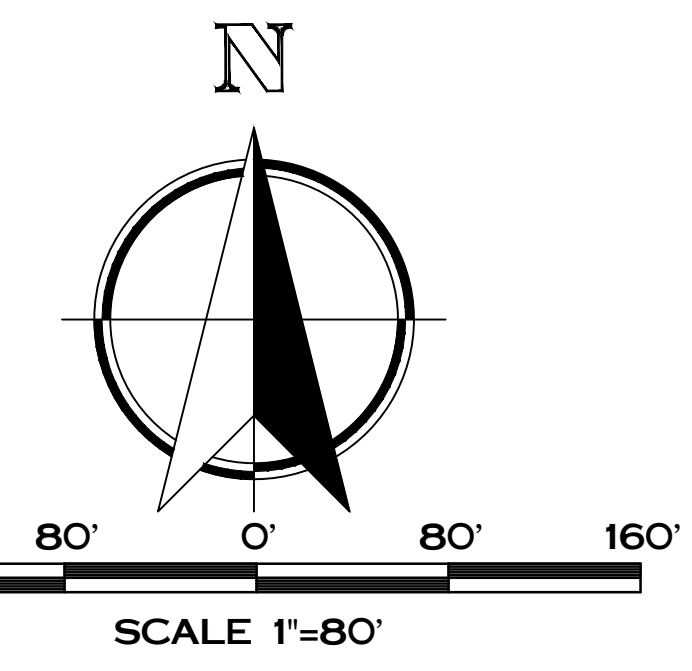
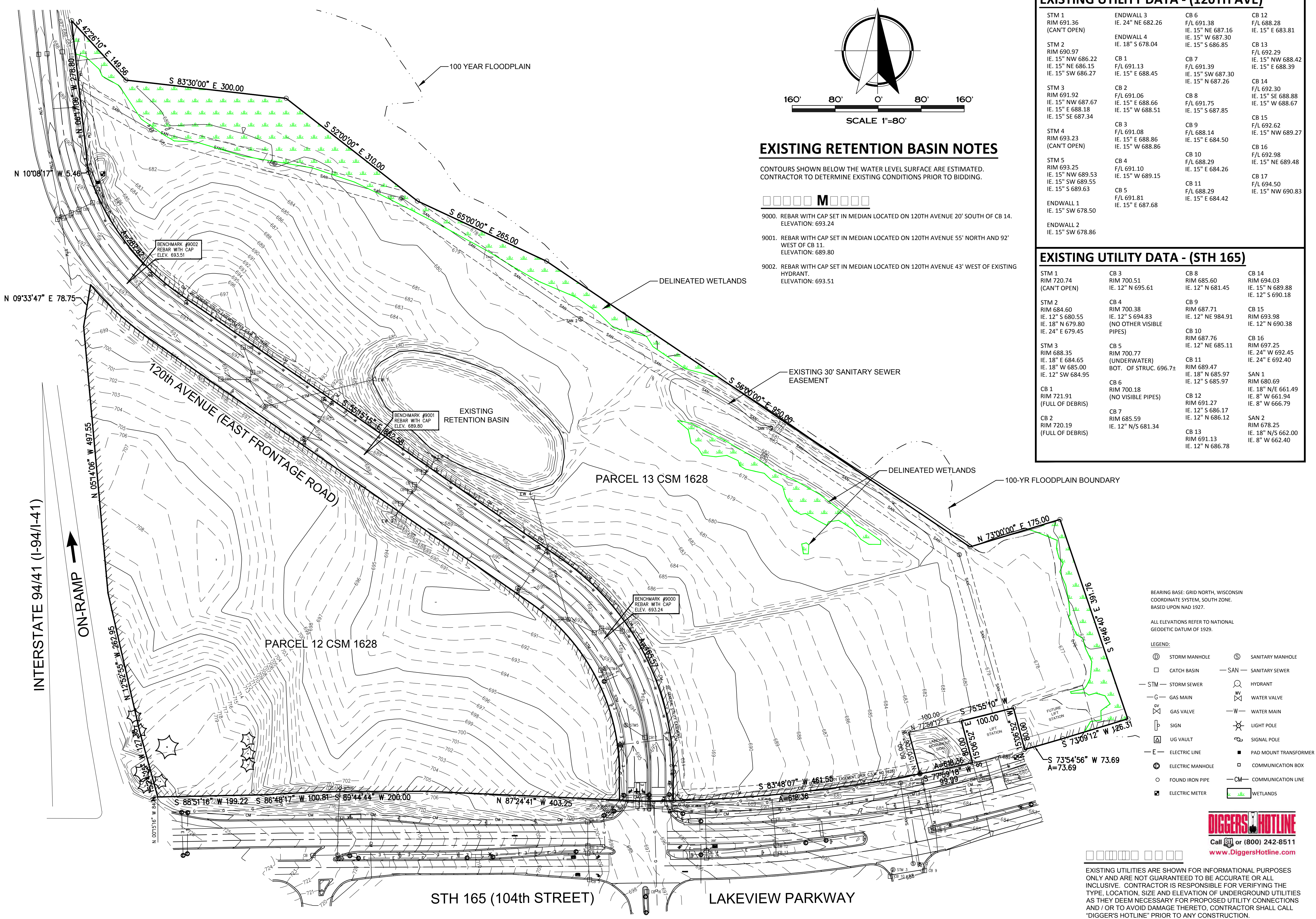
THE GATEWAY
AT LAKEVIEW CORPORATE PARK
SITE GRADING, DRAINAGE, UTILITY &
PAVEMENT IMPROVEMENTS
FOR
WISPARK, LLC.

NO.	REVISION	DATE

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-22-2017
CHECKED: MDE
DATE: 4-2-2018
2014.0037.04
SHEET
C-1

FINAL BID DOCUMENTS - 4-3-2018

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EXISTING RETENTION BASIN NOTES

CONTOURS SHOWN BELOW THE WATER LEVEL SURFACE ARE ESTIMATED. CONTRACTOR TO DETERMINE EXISTING CONDITIONS PRIOR TO BIDDING.



- 9000. REBAR WITH CAP SET IN MEDIAN LOCATED ON 120TH AVENUE 20' SOUTH OF CB 14. ELEVATION: 693.24
- 9001. REBAR WITH CAP SET IN MEDIAN LOCATED ON 120TH AVENUE 55' NORTH AND 92' WEST OF CB 11. ELEVATION: 689.80
- 9002. REBAR WITH CAP SET IN MEDIAN LOCATED ON 120TH AVENUE 43' WEST OF EXISTING HYDRANT. ELEVATION: 693.51

EXISTING UTILITY DATA - (120TH AVE)

STM 1 RIM 691.36 (CAN'T OPEN)	ENDWALL 3 IE. 24" NE 682.26	CB 6 F/L 691.38 IE. 15" NE 687.16 IE. 15" W 687.30 IE. 15" S 686.85	CB 12 F/L 688.28 IE. 15" E 683.81
STM 2 RIM 690.97 IE. 15" NW 686.22 IE. 15" NE 686.15 IE. 15" SW 686.27	ENDWALL 4 IE. 18" S 678.04	CB 7 F/L 691.39 IE. 15" SW 687.30 IE. 15" N 687.26	CB 13 F/L 692.29 IE. 15" NW 688.42 IE. 15" SE 688.39
STM 3 RIM 691.92 IE. 15" NW 687.67 IE. 15" E 688.18 IE. 15" SE 687.34	CB 2 F/L 691.06 IE. 15" E 688.66 IE. 15" W 688.51	CB 8 F/L 691.75 IE. 15" S 687.85	CB 14 F/L 692.30 IE. 15" SE 688.88 IE. 15" W 688.67
STM 4 RIM 693.23 (CAN'T OPEN)	CB 3 F/L 691.08 IE. 15" E 688.86 IE. 15" W 688.86	CB 9 F/L 688.14 IE. 15" E 684.50	CB 15 F/L 692.62 IE. 15" NW 689.27
STM 5 RIM 693.25 IE. 15" NW 689.53 IE. 15" SW 689.55 IE. 15" S 689.63	CB 4 F/L 691.10 IE. 15" W 689.15	CB 10 F/L 688.29 IE. 15" E 684.26	CB 16 F/L 692.98 IE. 15" NE 689.48
ENDWALL 1 IE. 15" SW 678.50	CB 5 F/L 691.81 IE. 15" E 687.68	CB 11 F/L 688.29 IE. 15" E 684.42	CB 17 F/L 694.50 IE. 15" NW 690.83
ENDWALL 2 IE. 15" SW 678.86			

EXISTING UTILITY DATA - (STH 165)

STM 1 RIM 720.74 (CAN'T OPEN)	CB 3 RIM 700.51 IE. 12" N 695.61	CB 8 RIM 685.60 IE. 12" N 681.45	CB 14 RIM 694.03 IE. 15" N 689.88 IE. 12" S 690.18
STM 2 RIM 684.60 IE. 12" S 680.55 IE. 18" N 679.80 IE. 24" E 679.45	CB 4 RIM 700.38 IE. 12" S 694.83 (NO OTHER VISIBLE PIPES)	CB 9 RIM 687.71 IE. 12" NE 984.91	CB 15 RIM 693.98 IE. 12" N 690.38
STM 3 RIM 688.35 IE. 18" E 684.65 IE. 18" W 685.00 IE. 12" SW 684.95	CB 5 RIM 700.77 (UNDERWATER) BOT. OF STRUC. 696.7±	CB 10 RIM 687.76 IE. 12" NE 685.11	CB 16 RIM 697.25 IE. 24" W 692.45 IE. 24" E 692.40
CB 1 RIM 721.91 (FULL OF DEBRIS)	CB 6 RIM 700.18 (NO VISIBLE PIPES)	CB 11 RIM 689.47 IE. 18" N 685.97 IE. 12" S 685.97	SAN 1 RIM 680.69 IE. 18" N/E 661.49 IE. 8" W 666.79
CB 2 RIM 720.19 (FULL OF DEBRIS)	CB 7 RIM 685.59 IE. 12" N/S 681.34	CB 12 RIM 691.27 IE. 12" S 686.17 IE. 12" N 686.12	SAN 2 RIM 678.25 IE. 18" N/S 662.00 IE. 8" W 662.40
		CB 13 RIM 691.13 IE. 12" N 686.78	

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

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

- LEGEND:
- STORM MANHOLE
 - CATCH BASIN
 - STM — STORM SEWER
 - G — GAS MAIN
 - X — GAS VALVE
 - P — SIGN
 - E — ELECTRIC LINE
 - M — ELECTRIC MANHOLE
 - FOUND IRON PIPE
 - ■ — ELECTRIC METER
 - SANITARY MANHOLE
 - SAN — SANITARY SEWER
 - HYDRANT
 - W — WATER MAIN
 - LIGHT POLE
 - SIGNAL POLE
 - ■ — PAD MOUNT TRANSFORMER
 - COMMUNICATION BOX
 - CM — COMMUNICATION LINE
 - WETLANDS

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**THE GATEWAY
AT LAKEVIEW CORPORATE PARK
EXISTING CONDITIONS SURVEY
FOR
WISPARK LLC**

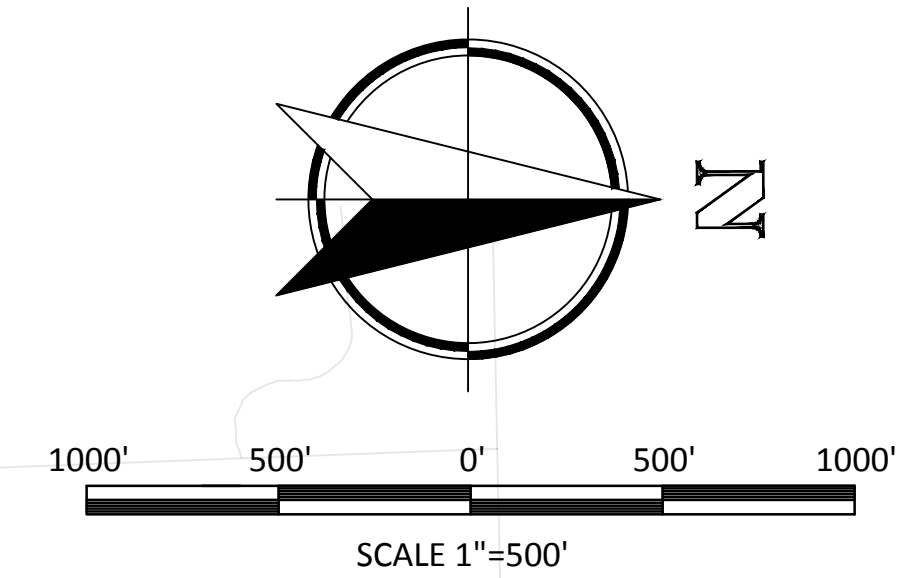
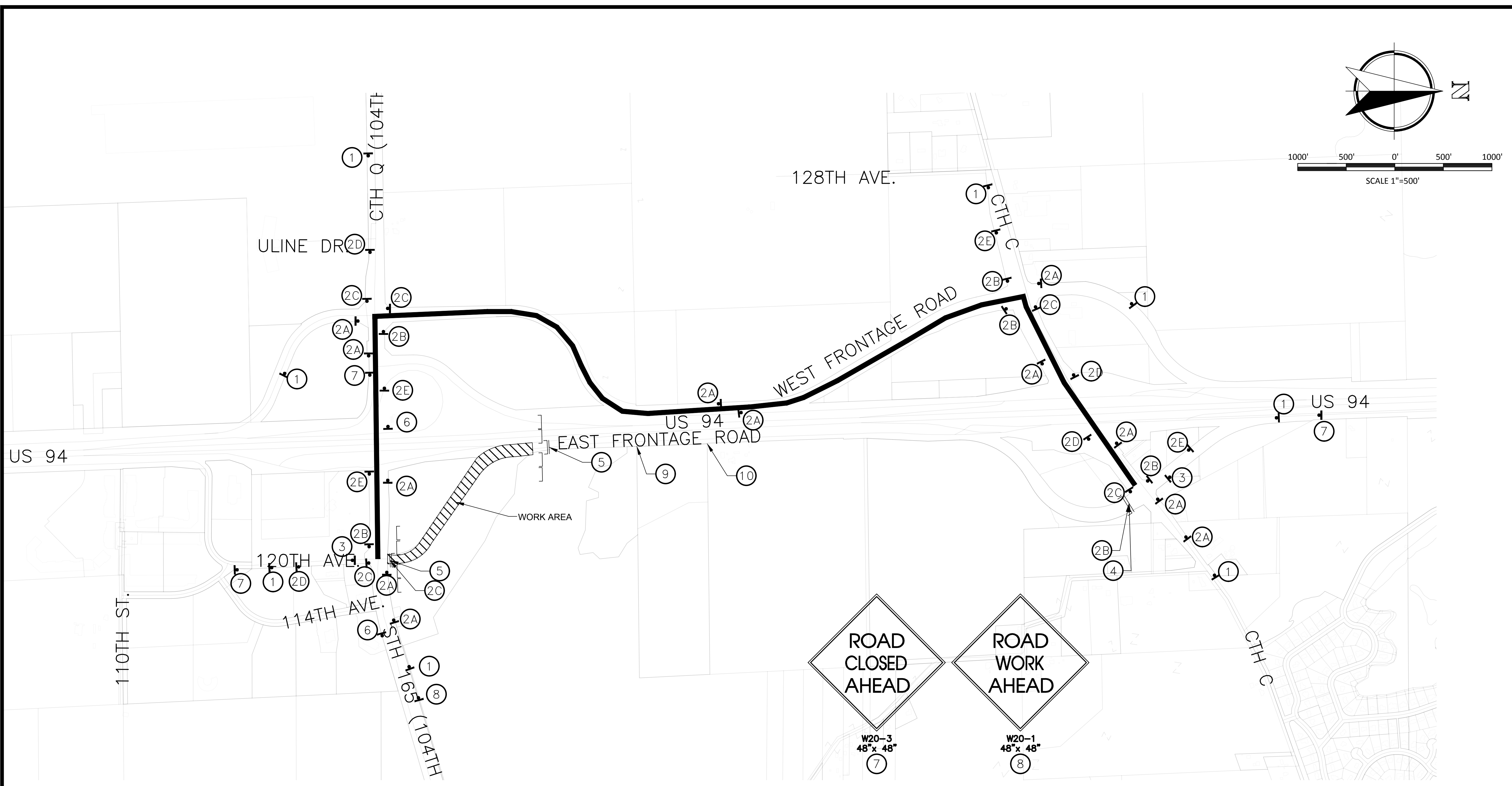
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

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DRAFTED: _____ SCB
DATE: 12-14-2017
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DATE: 4-2-2018

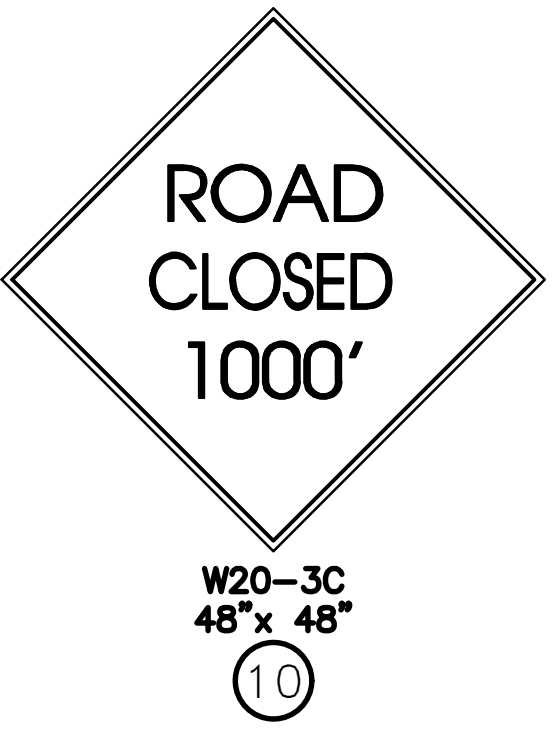
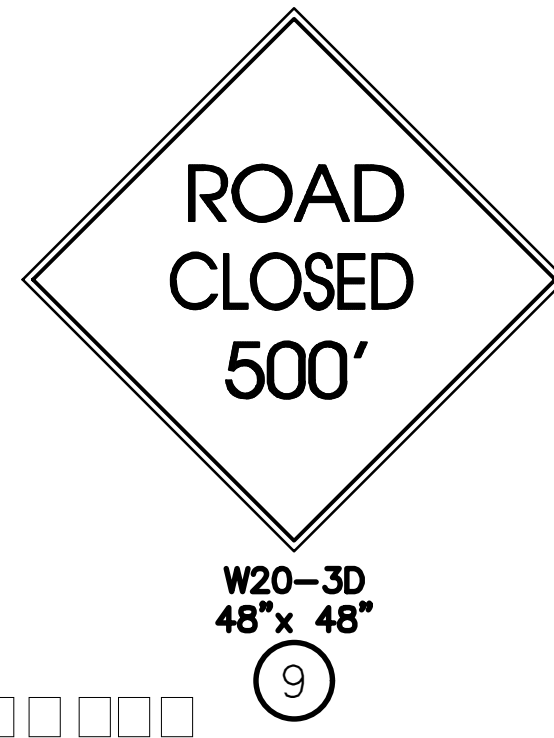
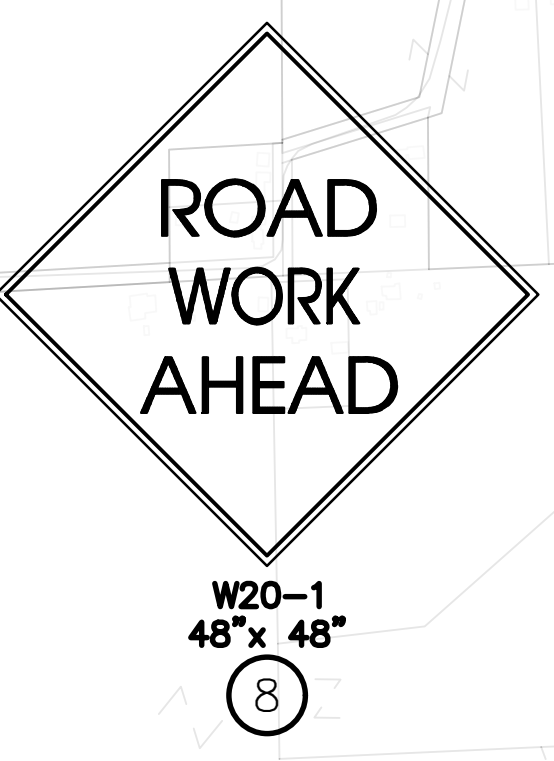
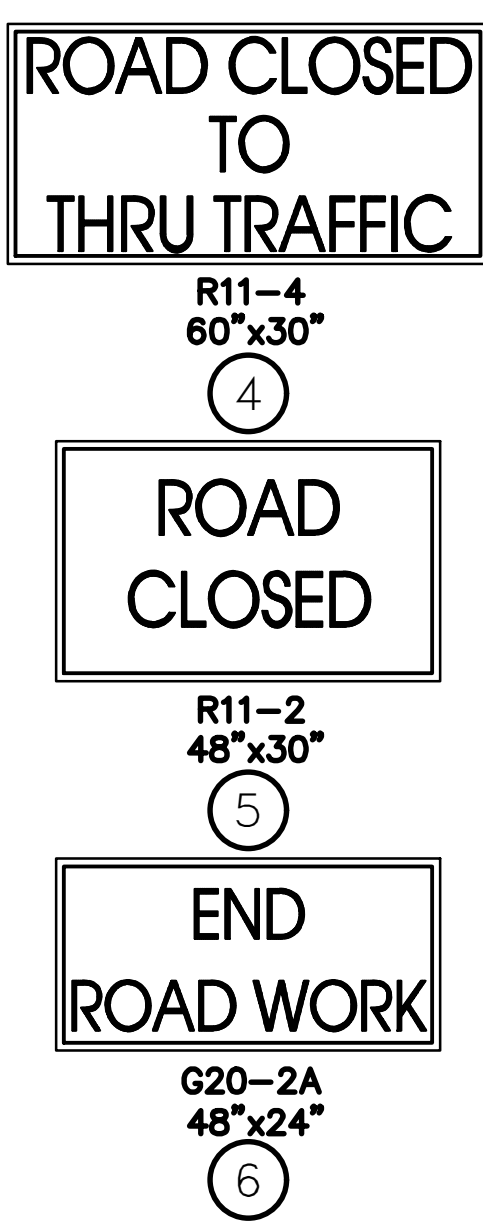
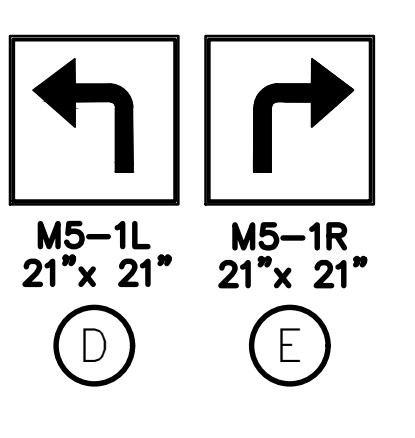
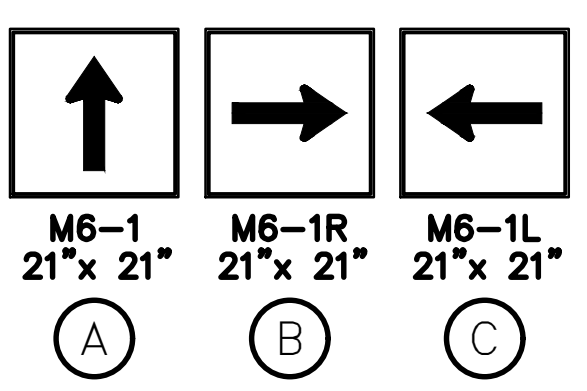
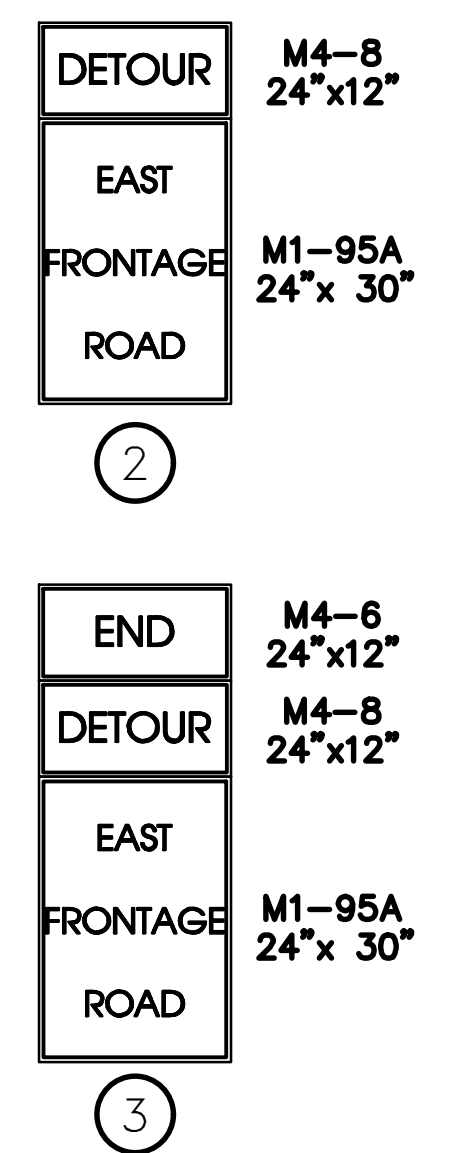
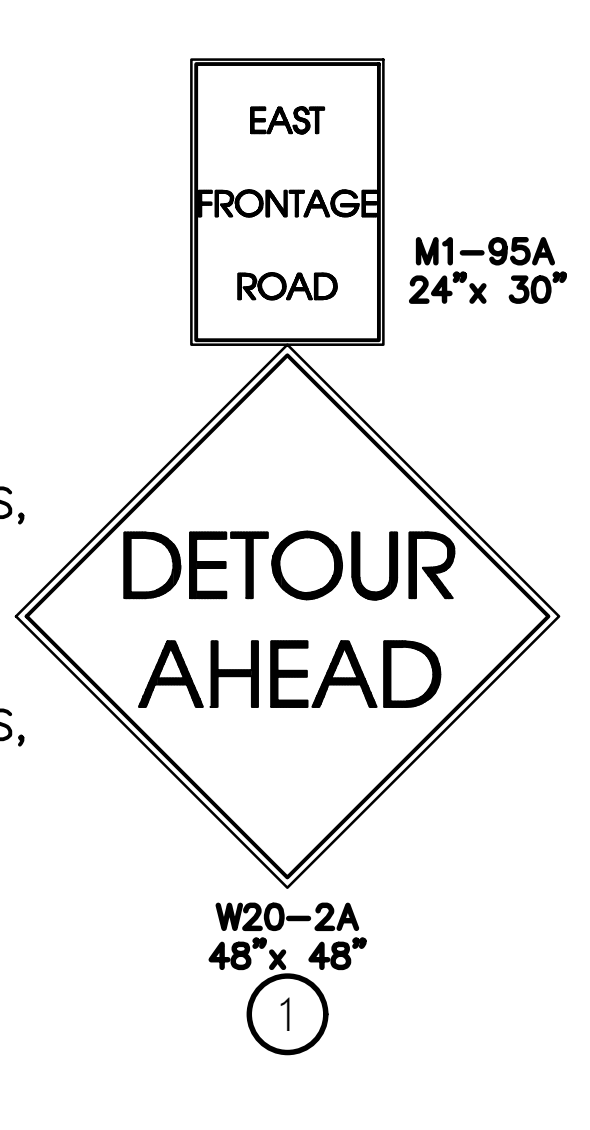
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- ▬▬▬▬▬ DETOUR ROUTE
- Ⓝ SIGN NUMBER
- ▨▨▨▨▨ WORK AREA
- ⊣ SIGN MOUNTED ON POST
-]] BARRICADE, TYPE III AND WARNING LIGHTS, TYPE A (FLASHING) WITH SIGN
-]] BARRICADE, TYPE III AND WARNING LIGHTS, TYPE A (FLASHING) WITHOUT SIGN



SIGN PLACEMENT SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, THE WISCONSIN DEPARTMENT OF TRANSPORTATION FACILITIES DEVELOPMENT MANUAL, LATEST EDITION, AND THE FEDERAL HIGHWAY ADMINISTRATION MANUAL OF STANDARD HIGHWAY SIGNS, UNLESS OTHERWISE DIRECTED BY THE DESIGN ENGINEER.

SIGNS THAT CONFLICT WITH TRAFFIC CONTROL "IN USE," SHALL BE COVERED AS DIRECTED BY DESIGN ENGINEER.

EXACT NUMBER, LOCATION, AND SPACING OF SIGNS AND DEVICES MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY DESIGN ENGINEER.

1. ALL TRAFFIC CONTROL SIGNS SHALL BE 48"x 48" UNLESS OTHERWISE NOTED IN THE PLANS.
2. "WO" SIGNS ARE THE SAME AS "W" SIGNS EXCEPT THE BACKGROUND IS REFLECTIVE ORANGE.
3. SIGN LOCATIONS ARE APPROXIMATE. THE ACTUAL LOCATION SPACING MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO MEET FIELD CONDITIONS.
4. ALL SIGNS, TEMPORARY OR EXISTING, WHICH CONFLICT WITH THE TRAFFIC CONTROL "IN USE" SHALL BE COVERED AS NEEDED AND/OR AS DIRECTED BY THE ENGINEER.
5. ALL EXISTING CONFLICTING PAVEMENT MARKING SHALL BE REMOVED.
6. A FLAGGER MAY BE REQUIRED WHERE CONSTRUCTION VEHICLES ENTER OR LEAVE "WORK/CLOSED AREA(S)," IF WARRANTED BY CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
7. CONTRACTOR SHALL INSTALL PERMANENT SIGNS AND PERMANENT PAVEMENT MARKING WHEN APPROPRIATE DURING CONSTRUCTION STAGING AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
8. ADEQUATE TURNING PROVISION SHALL BE MAINTAINED FOR ALL VEHICLES INCLUDING TRUCKS, AS DIRECTED BY THE ENGINEER.
9. BARRICADE STRIPES ARE TO BE SLOPED DOWNWARD IN THE DIRECTION OF TRAFFIC FLOW.
10. ACCESS TO 114TH AVENUE SHALL BE MAINTAINED AT ALL TIMES. ALL 114TH AVENUE SIGNS SHALL REMAIN IN USE, AT THE EXISTING LOCATION, OR A MOVED LOCATION, DURING CONSTRUCTION UNTIL THE NEW SIGNS ARE INSTALLED. MOVING OF 114TH AVENUE SIGNS IS CONSIDERED INCIDENTAL TO THE TRAFFIC CONTROL LUMP SUM ITEM.

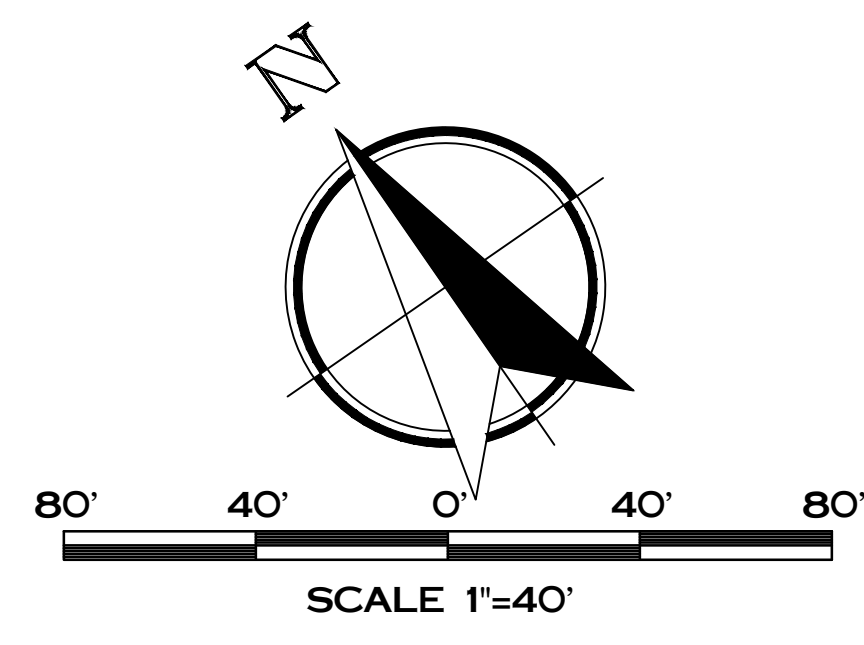
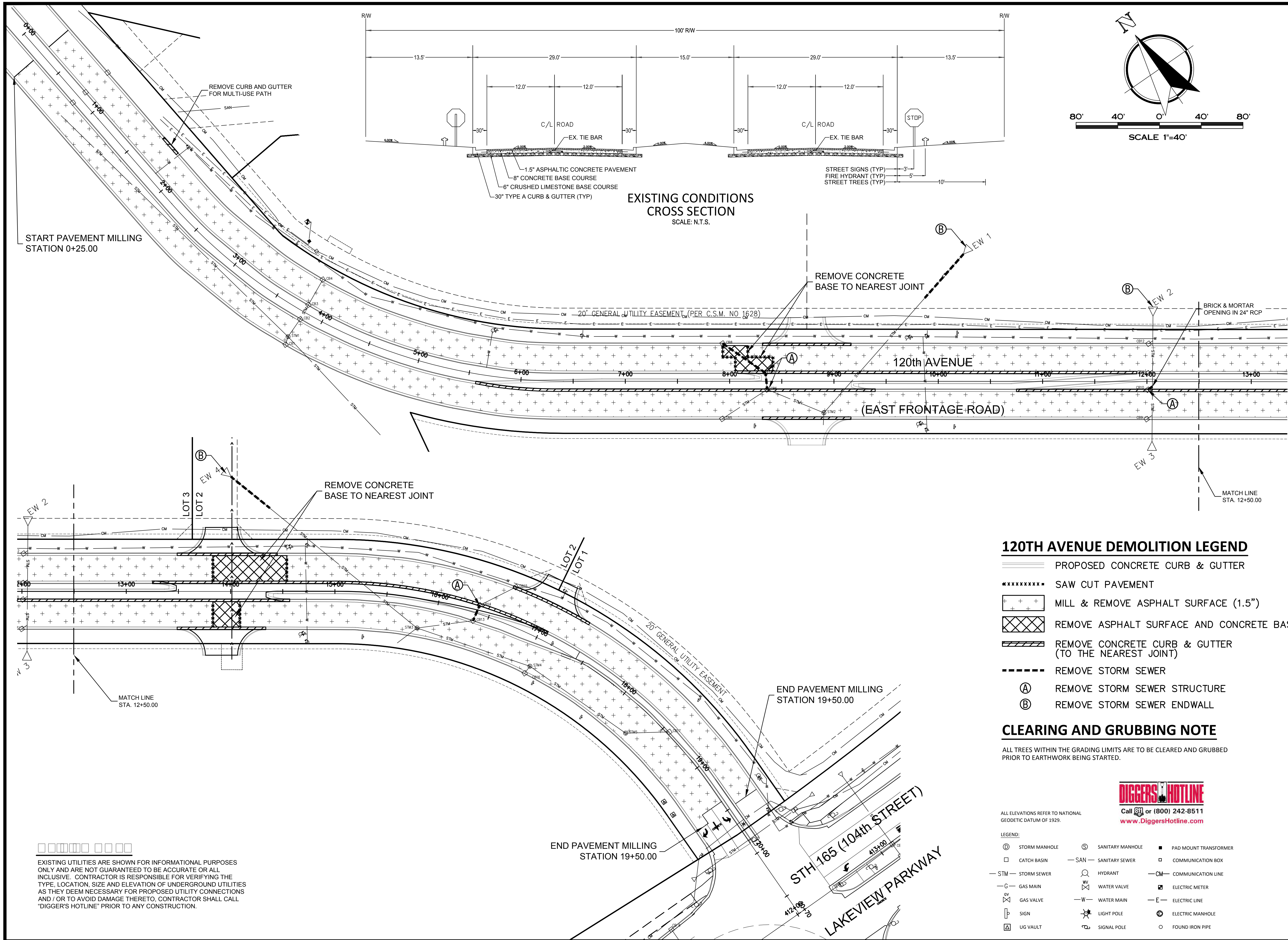
THE GATEWAY
AT LAKEVIEW CORPORATE PARK
 EAST FRONTAGE ROAD DETOUR & CLOSURE
 OVERALL TRAFFIC CONTROL PLAN
 FOR WISPAK, LLC.

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
 DRAFTED: _____ APK
 DATE: 3/27/2018
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 DATE: 3/28/2018

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 SHEET
C-4

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EXISTING CONDITIONS CROSS SECTION
SCALE: N.T.S.

START PAVEMENT MILLING
STATION 0+25.00

REMOVE CONCRETE
BASE TO NEAREST JOINT

REMOVE CONCRETE
BASE TO NEAREST JOINT

END PAVEMENT MILLING
STATION 19+50.00

END PAVEMENT MILLING
STATION 19+50.00

120TH AVENUE DEMOLITION LEGEND

- PROPOSED CONCRETE CURB & GUTTER
- SAW CUT PAVEMENT
- MILL & REMOVE ASPHALT SURFACE (1.5")
- REMOVE ASPHALT SURFACE AND CONCRETE BASE
- REMOVE CONCRETE CURB & GUTTER (TO THE NEAREST JOINT)
- REMOVE STORM SEWER
- REMOVE STORM SEWER STRUCTURE
- REMOVE STORM SEWER ENDWALL

CLEARING AND GRUBBING NOTE

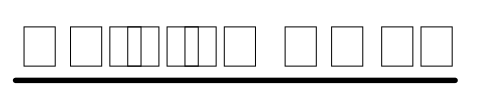
ALL TREES WITHIN THE GRADING LIMITS ARE TO BE CLEARED AND GRUBBED PRIOR TO EARTHWORK BEING STARTED.



ALL ELEVATIONS REFER TO NATIONAL GEODEIC DATUM OF 1929.

LEGEND:

STORM MANHOLE	SANITARY MANHOLE	PAD MOUNT TRANSFORMER
CATCH BASIN	SANITARY SEWER	COMMUNICATION BOX
STORM SEWER	HYDRANT	COMMUNICATION LINE
GAS MAIN	WATER VALVE	ELECTRIC METER
GAS VALVE	WATER MAIN	ELECTRIC LINE
SIGN	LIGHT POLE	ELECTRIC MANHOLE
UG VAULT	SIGNAL POLE	FOUND IRON PIPE



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THE GATEWAY AT LAKEVIEW CORPORATE PARK
120th AVENUE DEMOLITION PLAN
FOR WISPARK LLC
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

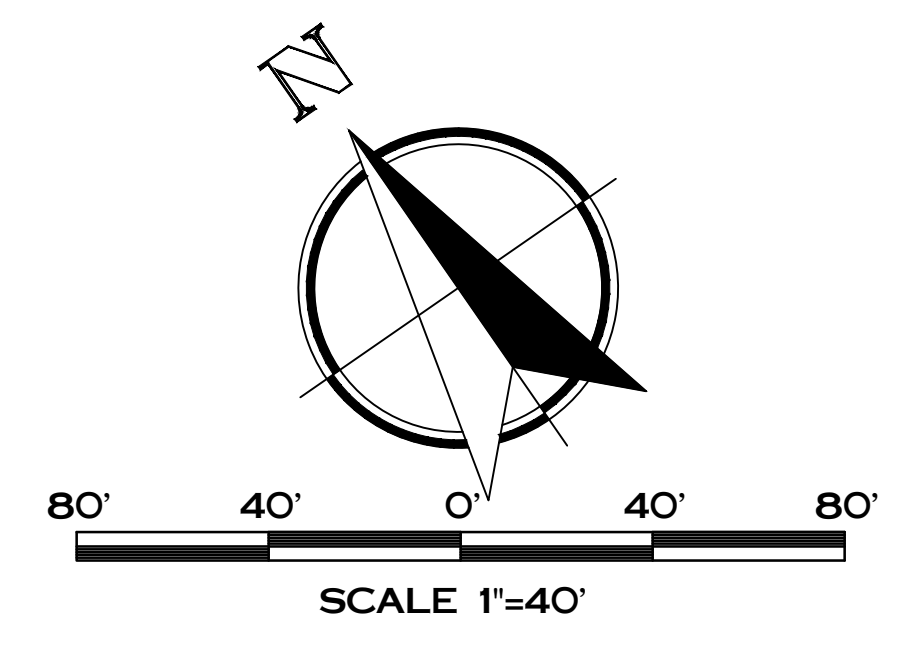
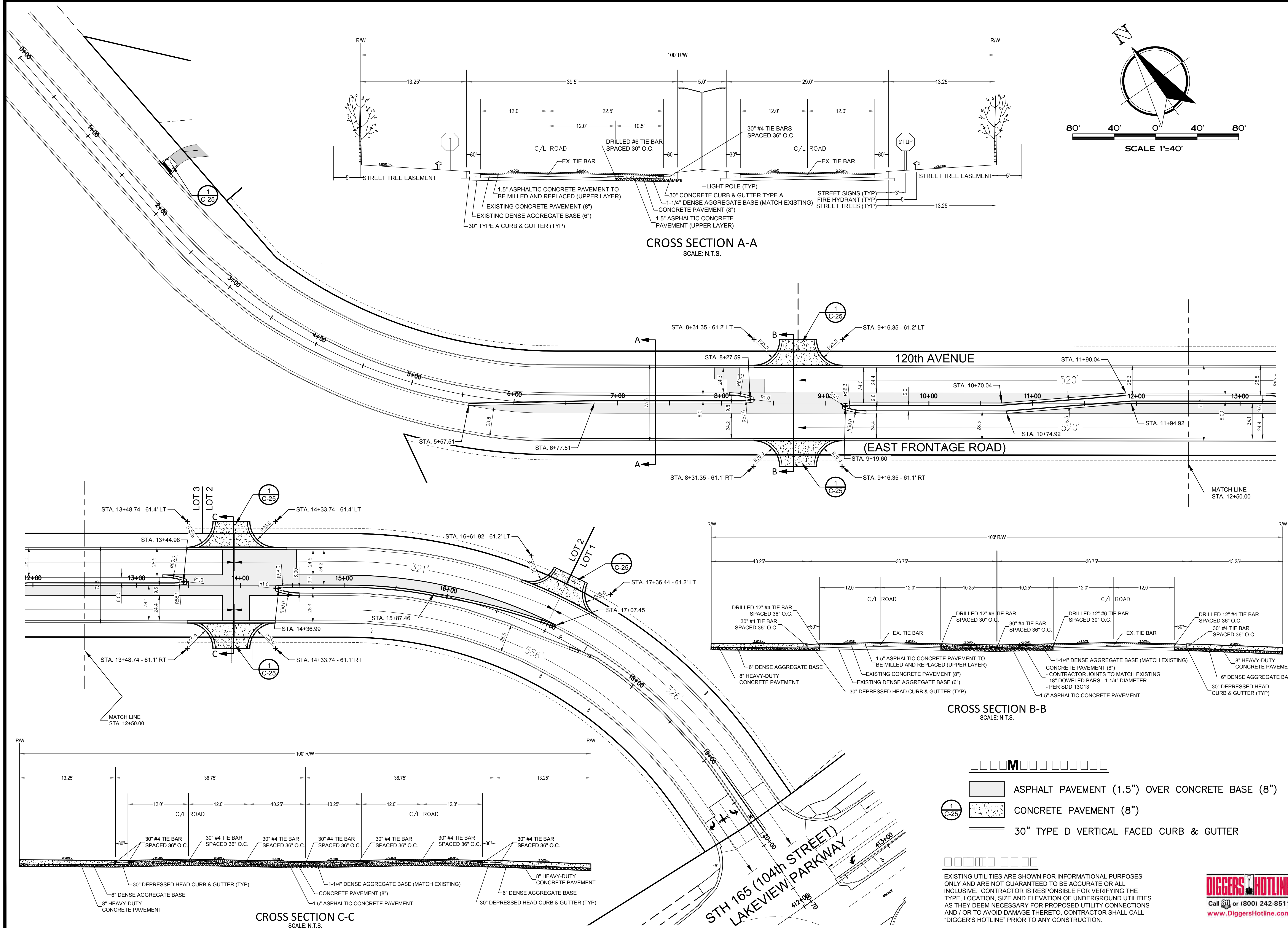
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PROJ. MGR: MDE
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DATE: 12-22-2017
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**THE GATEWAY
 AT LAKEVIEW CORPORATE PARK
 120th AVENUE PAVEMENT PLAN**
 FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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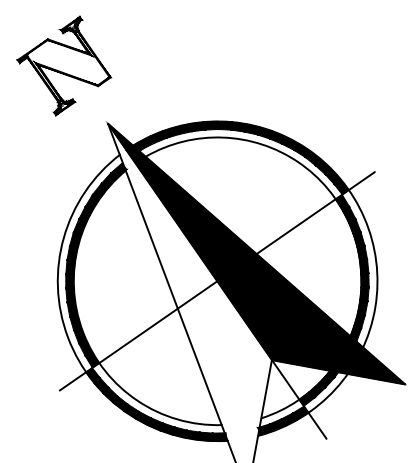
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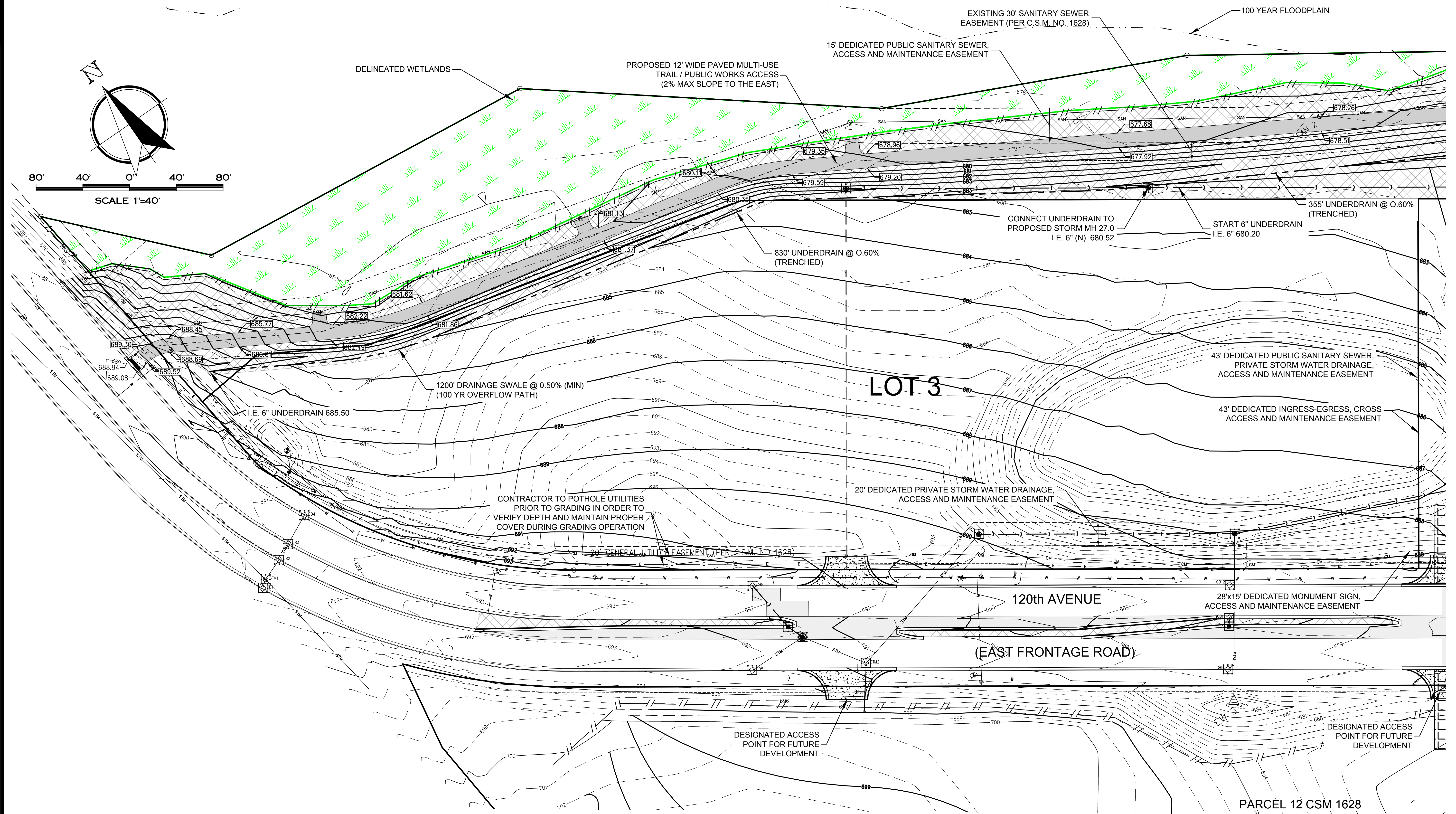


- ASPHALT PAVEMENT (1.5") OVER CONCRETE BASE (8")
- CONCRETE PAVEMENT (8")
- 30" TYPE D VERTICAL FACED CURB & GUTTER

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80' 40' 0' 40' 80'
SCALE 1"=40'



- EXISTING CONTOURS
- PROPOSED CONTOURS
- MULTI-USE PATH GRADES
- STORM INLET PROTECTION
- SILT FENCE
- SWALE CENTERLINE / UNDERDRAIN
- GRAVEL TRACKING PAD
- EROSION MAT CLASS 1, TYPE B

CONTRACTOR TO EXCAVATE A SUFFICIENT AMOUNT OF STRUCTURAL FILL MATERIAL FROM SOUTHWEST CORNER OF PARCEL 12, CSM 1628 TO ACHIEVE THE DESIGN LINES AND GRADES AS SHOWN FOR LOTS 1, 2, 3 AND OUTLOT 1 (EAST OF 120TH AVENUE).

ANY AND ALL AREAS DISTURBED DURING SITE GRADING OR UTILITY CONSTRUCTION (EXCEPT LOT 2) SHALL BE COVERED WITH A MINIMUM OF 4" OF SALVAGED TOPSOIL, SEEDED, FERTILIZED AND MULCHED (UNLESS SHOWN OTHERWISE).

EXISTING RETENTION BASIN NOTES

CONTOURS SHOWN BELOW THE WATER LEVEL SURFACE ARE ESTIMATED. CONTRACTOR TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

EROSION CONTROL NOTE

THE EROSION CONTROL SHOWN IS THE MINIMUM NECESSARY. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL (INCLUDING TRACKING PADS) AS THE CONDITIONS WARRANT, AS DIRECTED BY THE VILLAGE OR DNR AND AS NECESSARY FOR DIFFERENT STAGES OF WORK.

TOPSOIL STOCKPILE NOTE

ALL EXCESS TOPSOIL TO BE BURIED IN BORROW PITS LOCATED WITHIN THE OUTLOT OR TO BE DISPOSED OF SITE AT CONTRACTORS EXPENSE.

FILL NOTE

CONTRACTOR TO REMOVE ALL ORGANIC MATERIAL AND PREPARE UNDERLYING SOILS AS NECESSARY (VIA DISKING, DRYING, COMPACTING...) PRIOR TO PLACING FILL MATERIAL.



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**THE GATEWAY
AT LAKEVIEW CORPORATE PARK**
SITE GRADING & EROSION CONTROL PLAN
FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

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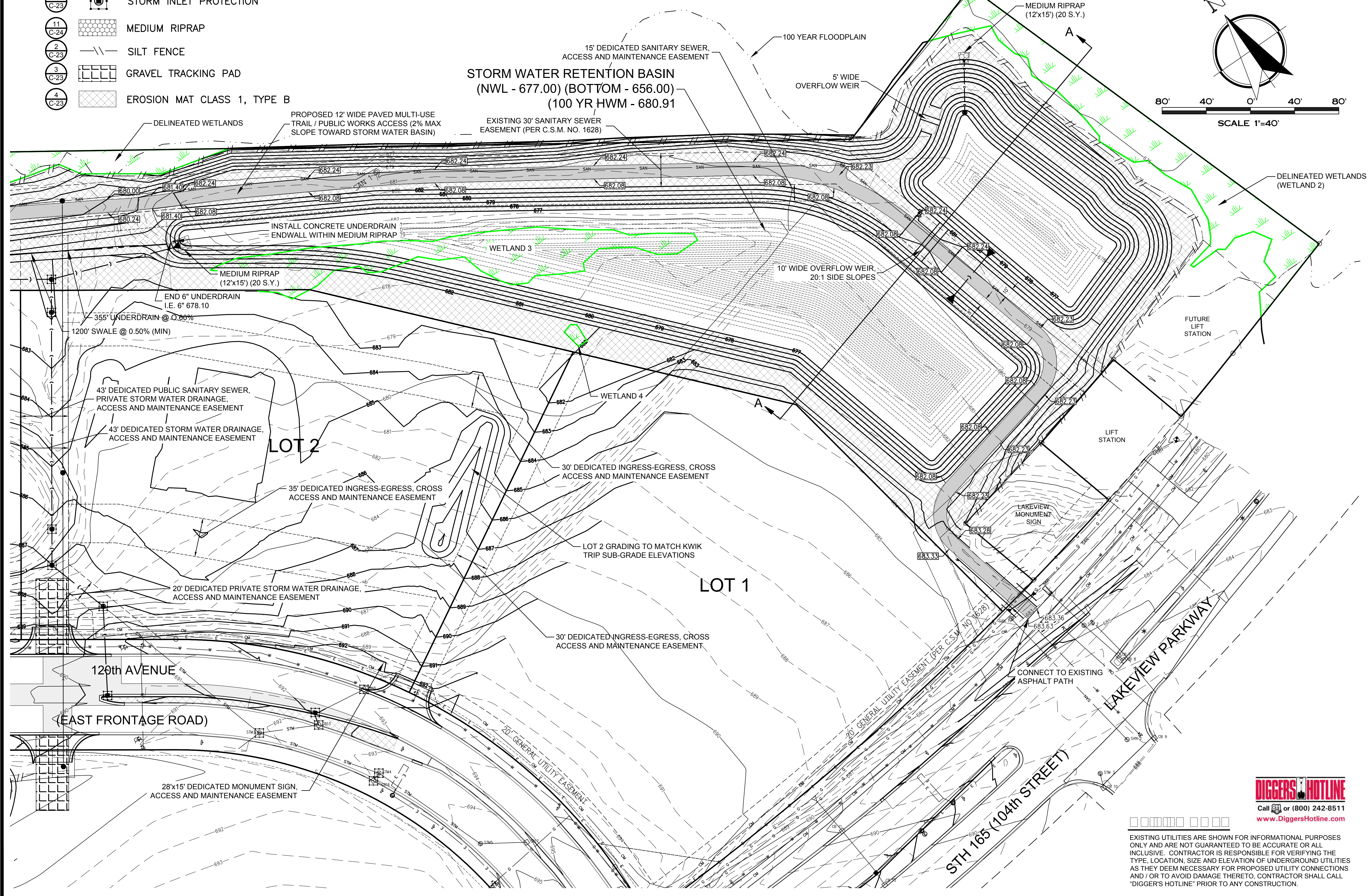
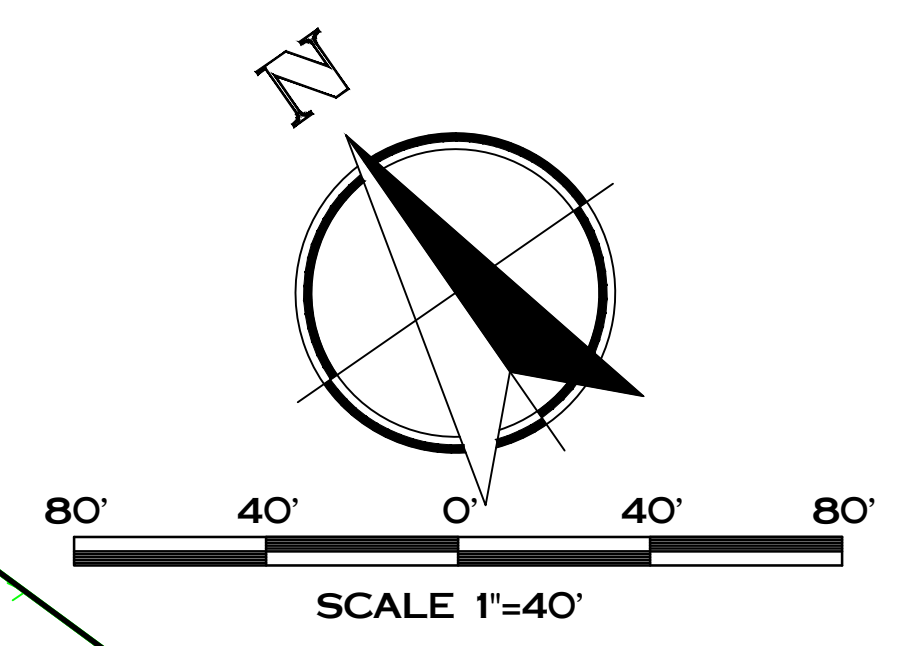
- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- PROPOSED CONTOURS UNDER NWL
- 804.85 MULTI-USE PATH GRADES
- 1 C-23 STORM INLET PROTECTION
- 11 C-24 MEDIUM RIPRAP
- 2 C-23 SILT FENCE
- 3 C-23 GRAVEL TRACKING PAD
- 4 C-23 EROSION MAT CLASS 1, TYPE B

EROSION CONTROL NOTE

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ANY AND ALL AREAS DISTURBED DURING SITE GRADING OR UTILITY CONSTRUCTION (EXCEPT LOT 2) SHALL BE COVERED WITH A MINIMUM OF 4" OF SALVAGED TOPSOIL, SEEDED, FERTILIZED AND MULCHED (UNLESS SHOWN OTHERWISE).

THE EROSION CONTROL SHOWN IS THE MINIMUM NECESSARY. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL (INCLUDING TRACKING PADS) AS THE CONDITIONS WARRANT, AS DIRECTED BY THE VILLAGE OR DNR AND AS NECESSARY FOR DIFFERENT STAGES OF WORK.



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**THE GATEWAY
 AT LAKEVIEW CORPORATE PARK**
 SITE GRADING & EROSION CONTROL PLAN
 FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

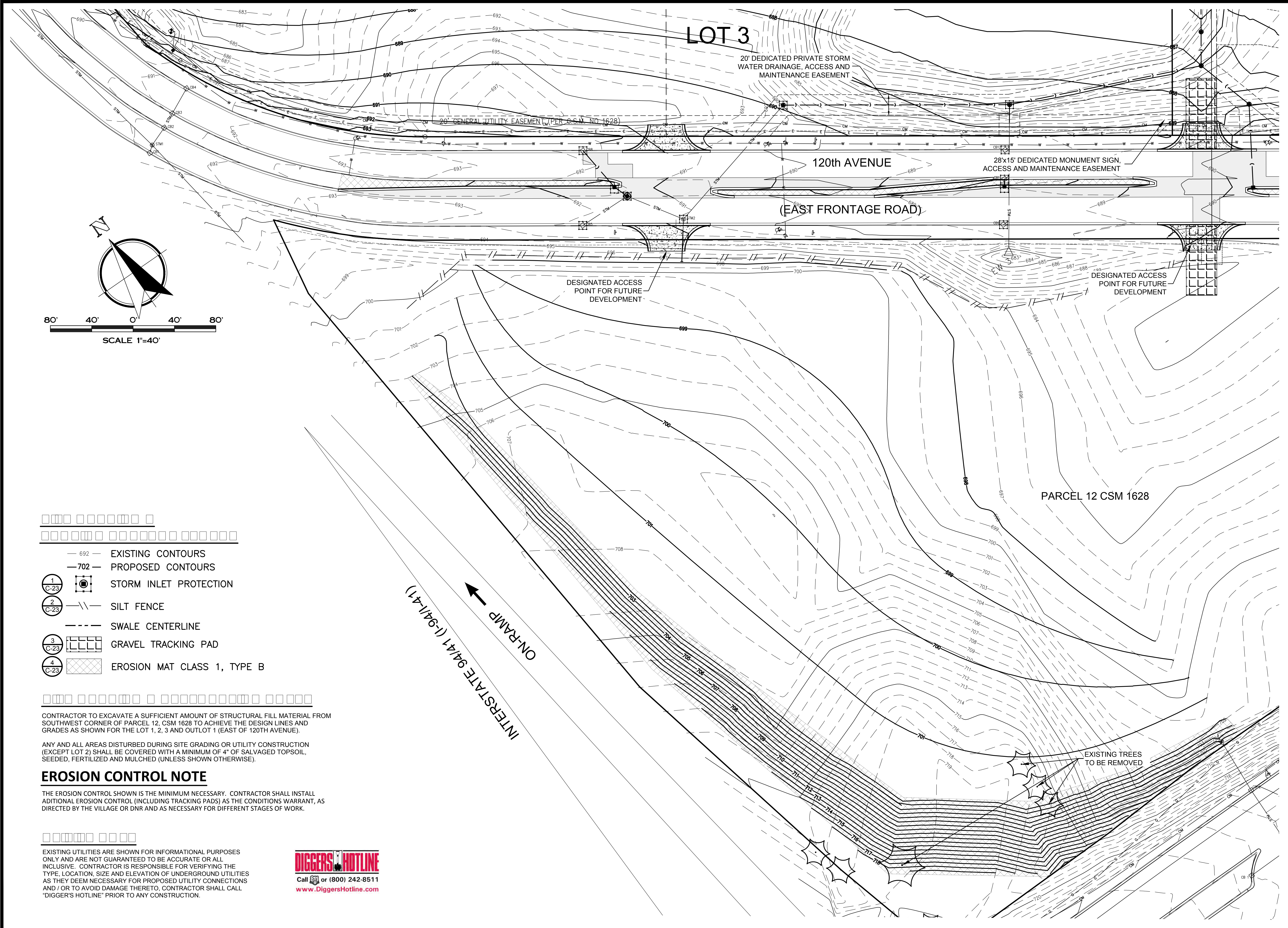
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THE GATEWAY
AT LAKEVIEW CORPORATE PARK
 SITE GRADING & EROSION CONTROL PLAN
 FOR
WISPAK LLC
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

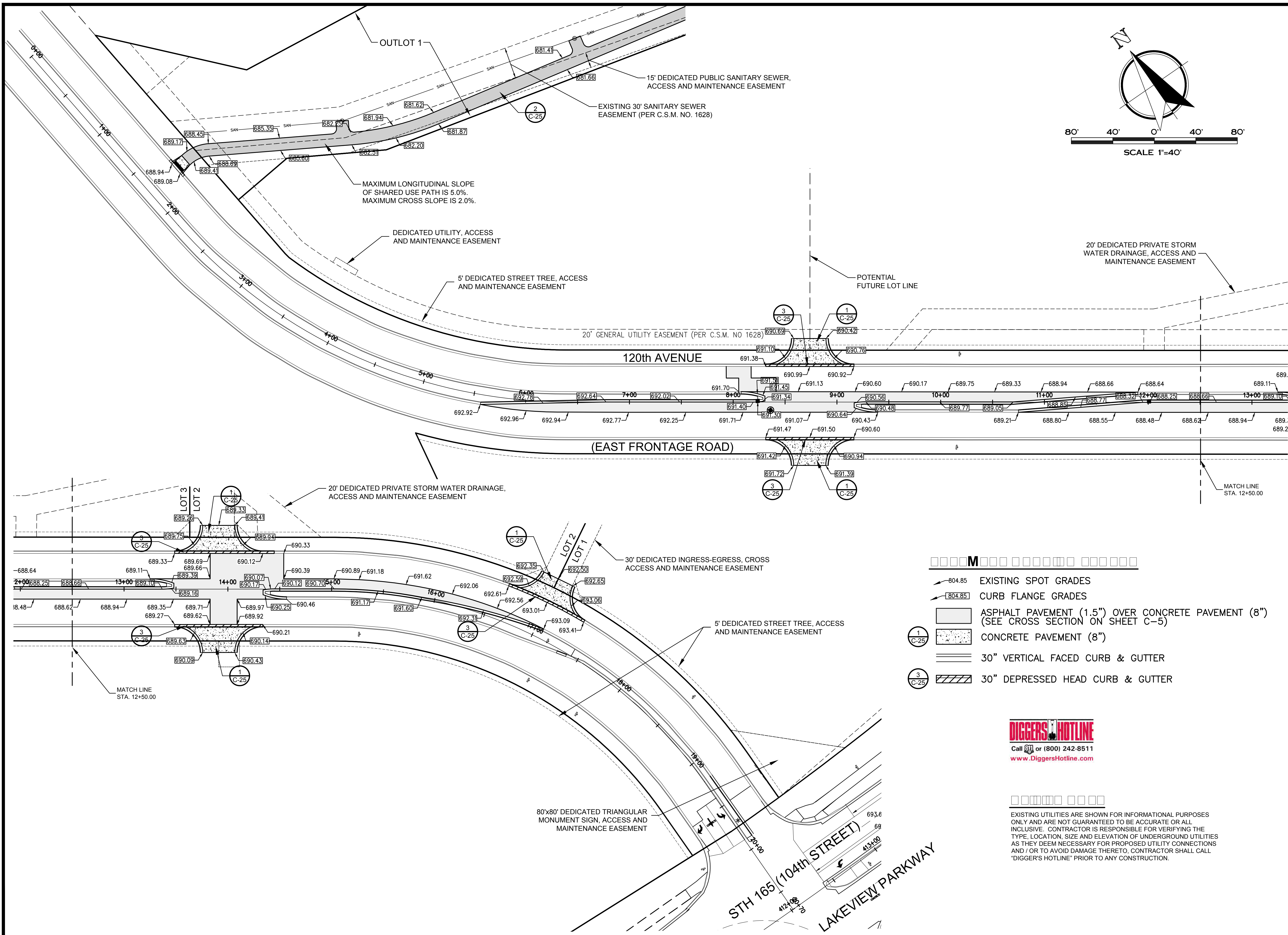
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- EXISTING SPOT GRADES
- CURB FLANGE GRADES
- ASPHALT PAVEMENT (1.5") OVER CONCRETE PAVEMENT (8") (SEE CROSS SECTION ON SHEET C-5)
- CONCRETE PAVEMENT (8")
- 30" VERTICAL FACED CURB & GUTTER
- 30" DEPRESSED HEAD CURB & GUTTER

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**THE GATEWAY
 AT LAKEVIEW CORPORATE PARK
 120th AVENUE PAVEMENT GRADING PLAN**
 FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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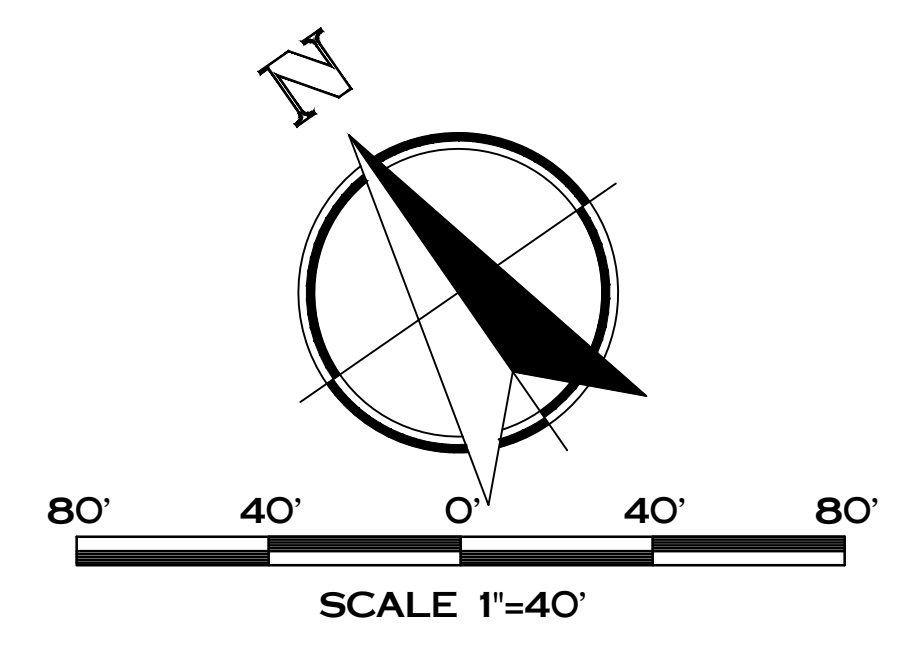
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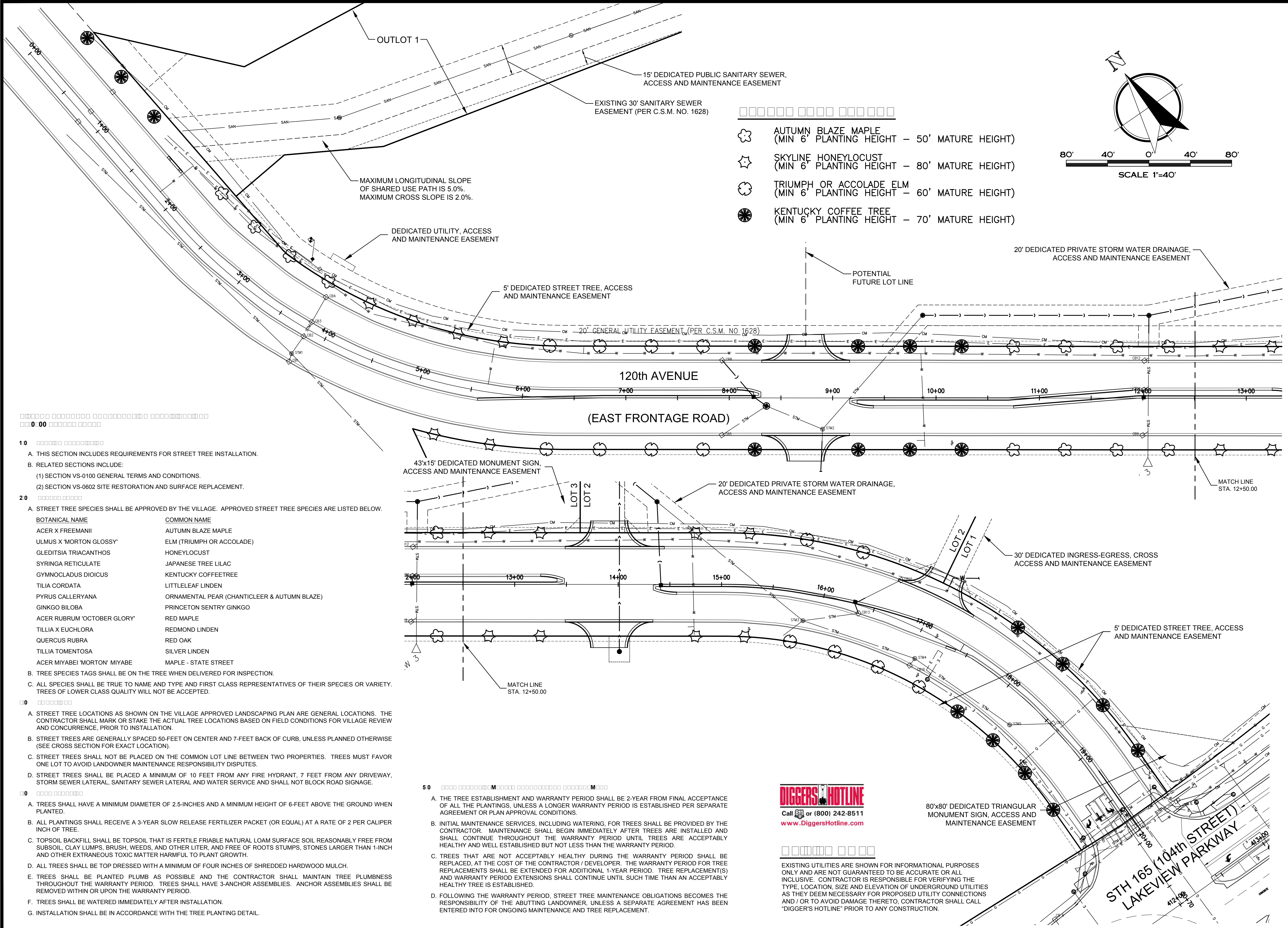


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- ☼ AUTUMN BLAZE MAPLE (MIN 6' PLANTING HEIGHT - 50' MATURE HEIGHT)
- ☆ SKYLINE HONEYLOCUST (MIN 6' PLANTING HEIGHT - 80' MATURE HEIGHT)
- ☼ TRIUMPH OR ACCOLADE ELM (MIN 6' PLANTING HEIGHT - 60' MATURE HEIGHT)
- ☼ KENTUCKY COFFEE TREE (MIN 6' PLANTING HEIGHT - 70' MATURE HEIGHT)



0+00

- 10
- A. THIS SECTION INCLUDES REQUIREMENTS FOR STREET TREE INSTALLATION.
- B. RELATED SECTIONS INCLUDE:
- (1) SECTION VS-0100 GENERAL TERMS AND CONDITIONS.
 - (2) SECTION VS-0602 SITE RESTORATION AND SURFACE REPLACEMENT.
- 20
- A. STREET TREE SPECIES SHALL BE APPROVED BY THE VILLAGE. APPROVED STREET TREE SPECIES ARE LISTED BELOW.
- | BOTANICAL NAME | COMMON NAME |
|------------------------------|----------------------------------------------|
| ACER X FREEMANII | AUTUMN BLAZE MAPLE |
| ULMUS X 'MORTON GLOSSY' | ELM (TRIUMPH OR ACCOLADE) |
| GLEDITSIA TRIACANTHOS | HONEYLOCUST |
| SYRINGA RETICULATE | JAPANESE TREE LILAC |
| GYMNOCLADUS DIOICUS | KENTUCKY COFFEETREE |
| TILIA CORDATA | LITTLELEAF LINDEN |
| PYRUS CALLERYANA | ORNAMENTAL PEAR (CHANTICLEER & AUTUMN BLAZE) |
| GINKGO BILOBA | PRINCETON SENTRY GINKGO |
| ACER RUBRUM 'OCTOBER GLORY' | RED MAPLE |
| TILLIA X EUCHLORA | REDMOND LINDEN |
| QUERCUS RUBRA | RED OAK |
| TILLIA TOMENTOSA | SILVER LINDEN |
| ACER MIYABEI 'MORTON' MIYABE | MAPLE - STATE STREET |
- B. TREE SPECIES TAGS SHALL BE ON THE TREE WHEN DELIVERED FOR INSPECTION.
- C. ALL SPECIES SHALL BE TRUE TO NAME AND TYPE AND FIRST CLASS REPRESENTATIVES OF THEIR SPECIES OR VARIETY. TREES OF LOWER CLASS QUALITY WILL NOT BE ACCEPTED.
- 30
- A. STREET TREE LOCATIONS AS SHOWN ON THE VILLAGE APPROVED LANDSCAPING PLAN ARE GENERAL LOCATIONS. THE CONTRACTOR SHALL MARK OR STAKE THE ACTUAL TREE LOCATIONS BASED ON FIELD CONDITIONS FOR VILLAGE REVIEW AND CONCURRENCE, PRIOR TO INSTALLATION.
- B. STREET TREES ARE GENERALLY SPACED 50-FEET ON CENTER AND 7-FEET BACK OF CURB, UNLESS PLANNED OTHERWISE (SEE CROSS SECTION FOR EXACT LOCATION).
- C. STREET TREES SHALL NOT BE PLACED ON THE COMMON LOT LINE BETWEEN TWO PROPERTIES. TREES MUST FAVOR ONE LOT TO AVOID LANDOWNER MAINTENANCE RESPONSIBILITY DISPUTES.
- D. STREET TREES SHALL BE PLACED A MINIMUM OF 10 FEET FROM ANY DRIVEWAY, STORM SEWER LATERAL, SANITARY SEWER LATERAL AND WATER SERVICE AND SHALL NOT BLOCK ROAD SIGNAGE.
- 50
- A. TREES SHALL HAVE A MINIMUM DIAMETER OF 2.5-INCHES AND A MINIMUM HEIGHT OF 6-FEET ABOVE THE GROUND WHEN PLANTED.
- B. ALL PLANTINGS SHALL RECEIVE A 3-YEAR SLOW RELEASE FERTILIZER PACKET (OR EQUAL) AT A RATE OF 2 PER CALIPER INCH OF TREE.
- C. TOPSOIL BACKFILL SHALL BE TOPSOIL THAT IS FERTILE FRIABLE NATURAL LOAM SURFACE SOIL REASONABLY FREE FROM SUBSOIL, CLAY LUMPS, BRUSH, WEEDS, AND OTHER LITER, AND FREE OF ROOTS STUMPS, STONES LARGER THAN 1-INCH AND OTHER EXTRANEIOUS TOXIC MATTER HARMFUL TO PLANT GROWTH.
- D. ALL TREES SHALL BE TOP DRESSED WITH A MINIMUM OF FOUR INCHES OF SHREDDED HARDWOOD MULCH.
- E. TREES SHALL BE PLANTED PLUMB AS POSSIBLE AND THE CONTRACTOR SHALL MAINTAIN TREE PLUMBNESS THROUGHOUT THE WARRANTY PERIOD. TREES SHALL HAVE 3-ANCHOR ASSEMBLIES. ANCHOR ASSEMBLIES SHALL BE REMOVED WITHIN OR UPON THE WARRANTY PERIOD.
- F. TREES SHALL BE WATERED IMMEDIATELY AFTER INSTALLATION.
- G. INSTALLATION SHALL BE IN ACCORDANCE WITH THE TREE PLANTING DETAIL.

43'x15' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT

20' DEDICATED PRIVATE STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

30' DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT

5' DEDICATED STREET TREE, ACCESS AND MAINTENANCE EASEMENT

80'x80' DEDICATED TRIANGULAR MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT

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

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.

**THE GATEWAY
AT LAKEVIEW CORPORATE PARK
SITE LANDSCAPING PLAN**

FOR WISPARK LLC
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

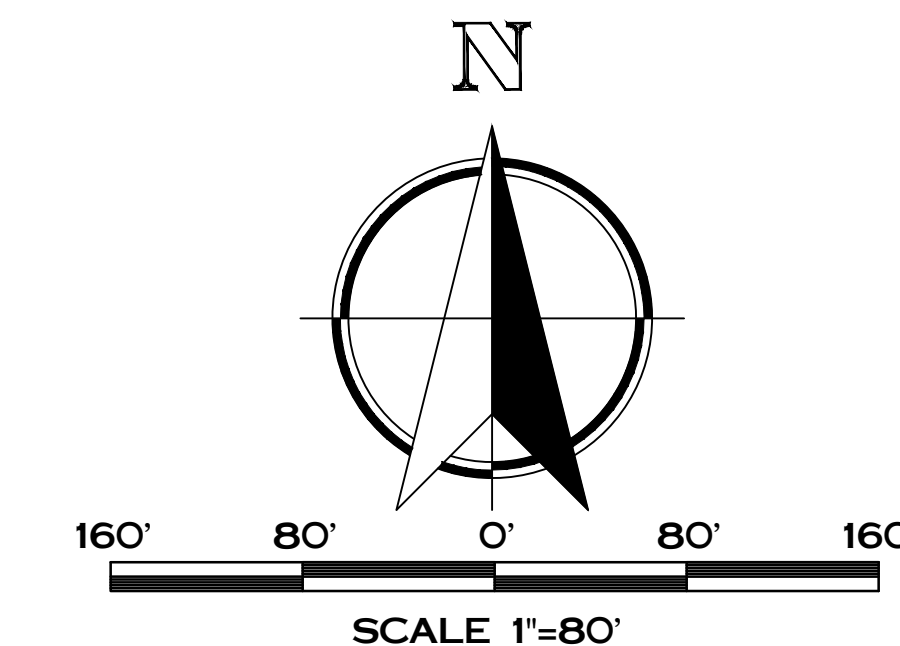
PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-22-2017
CHECKED: MDE
DATE: 4-2-2018

2014.0037.04
SHEET
C-15



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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



UTILITY LEGEND

- >— PROPOSED SANITARY SEWER
- >— PROPOSED STORM SEWER
- - - PROPOSED UNDERDRAIN

SEE SHEET C-14 FOR STH 165 UTILITY IMPROVEMENTS.

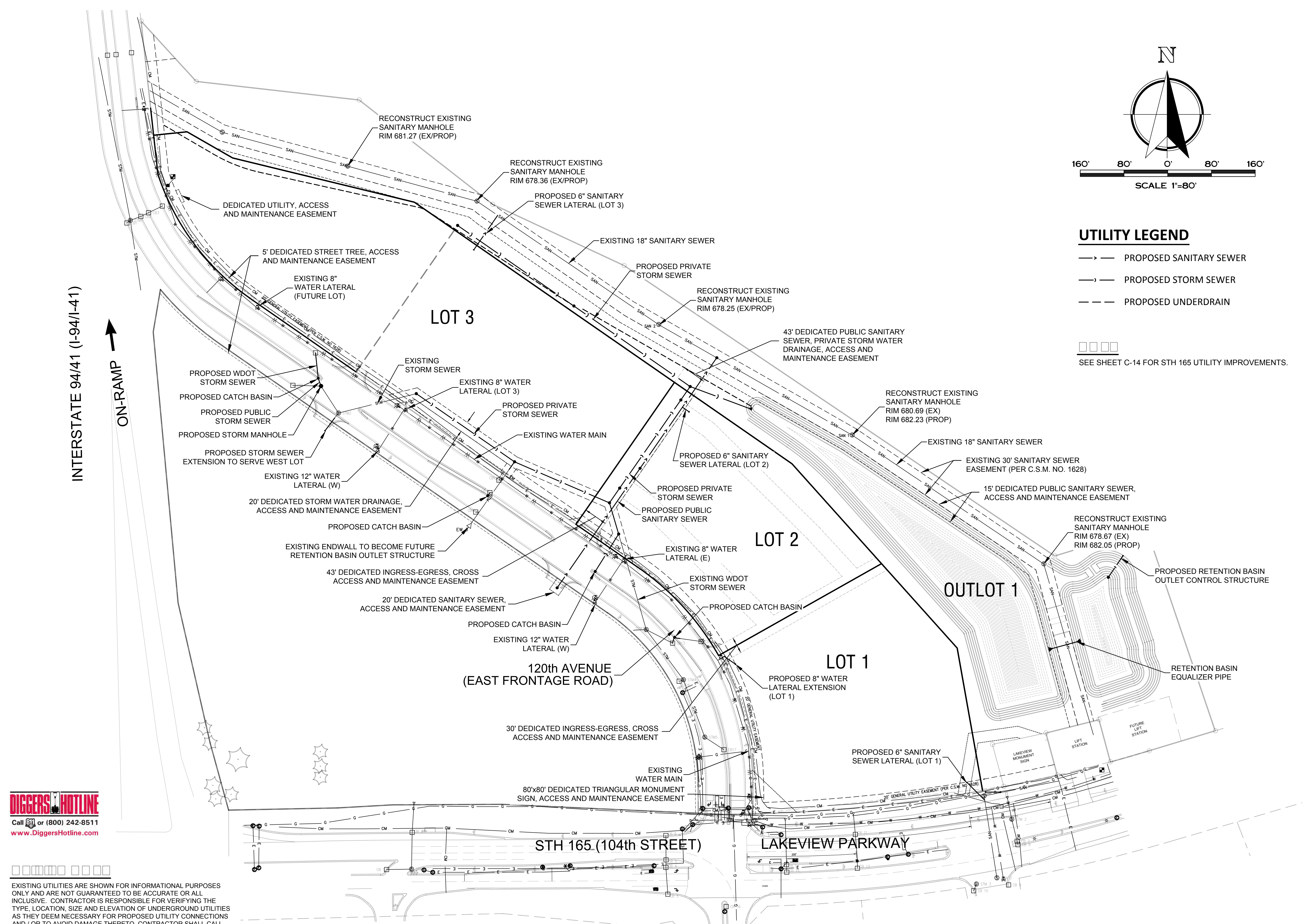
**THE GATEWAY
AT LAKEVIEW CORPORATE PARK**
MASTER SITE UTILITY PLAN
FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

FINAL BID DOCUMENTS - 4-3-2018

NO.	REVISION	BY	DATE

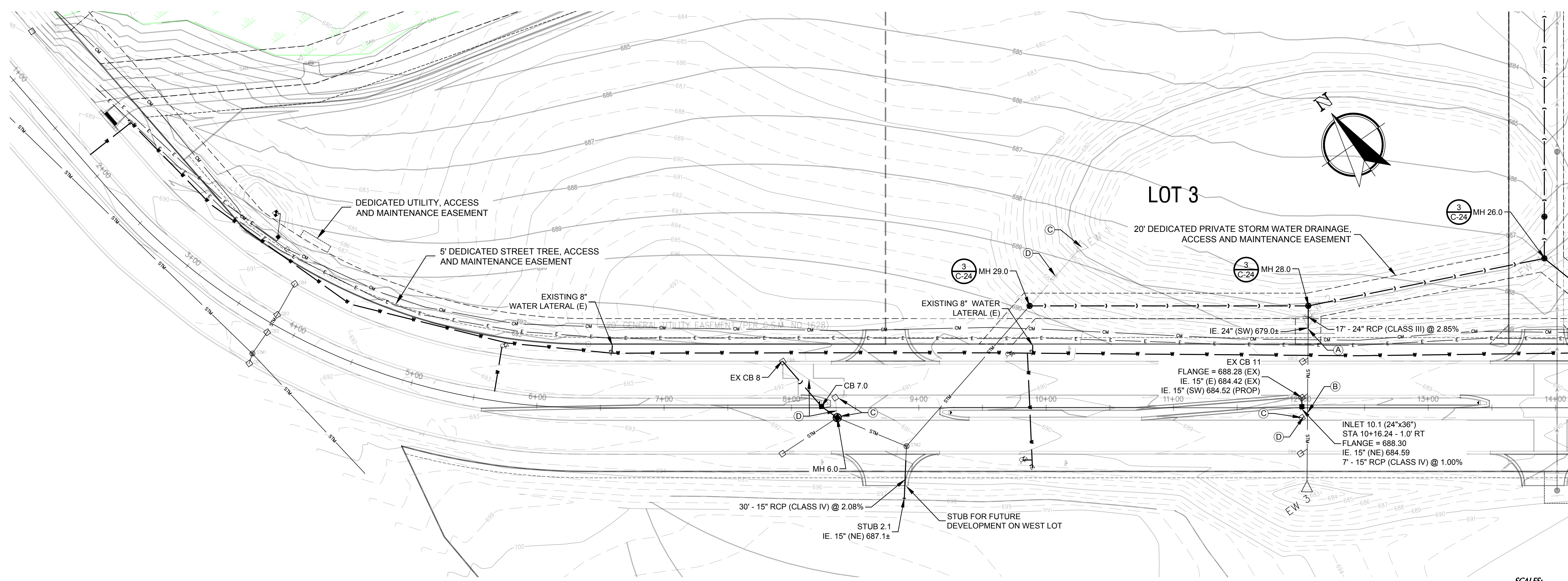
PROJ. MGR:	MDE
DRAFTED:	NDB
DATE:	12-22-2017
CHECKED:	MDE
DATE:	4-2-2018
2014.0037.04	
SHEET	
C-16	



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

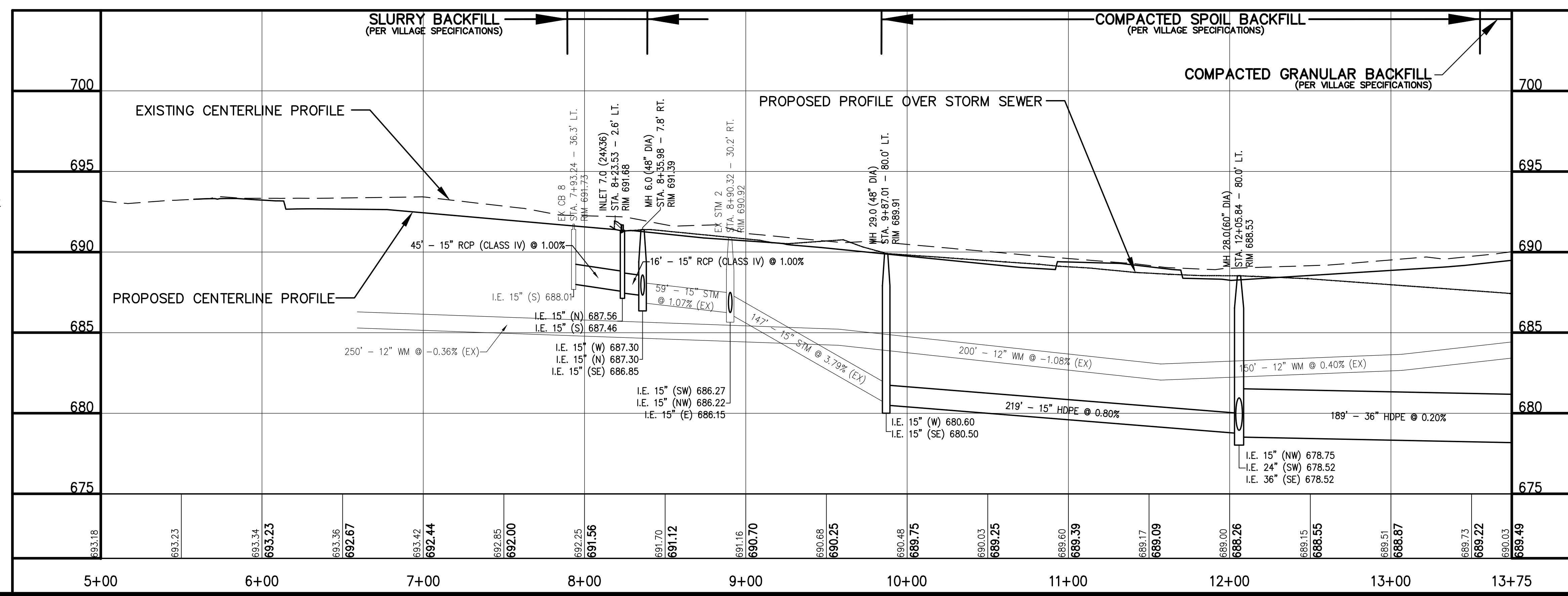
EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE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

Tuesday, April 03, 2018 3:51:01 PM



120TH AVENUE (EAST FRONTAGE ROAD)

SCALES:
 1" = 40' HOR
 1" = 4' VER



- (A) CONCRETE COLLAR AND PIPE TIES REQUIRED
- (B) PATCH / REPAIR EXISTING OPENING IN RCP WITH BRICK & MORTAR
- (C) EXISTING STORM STRUCTURE TO BE REMOVED
- (D) EXISTING STORM SEWER PIPE TO BE REMOVED

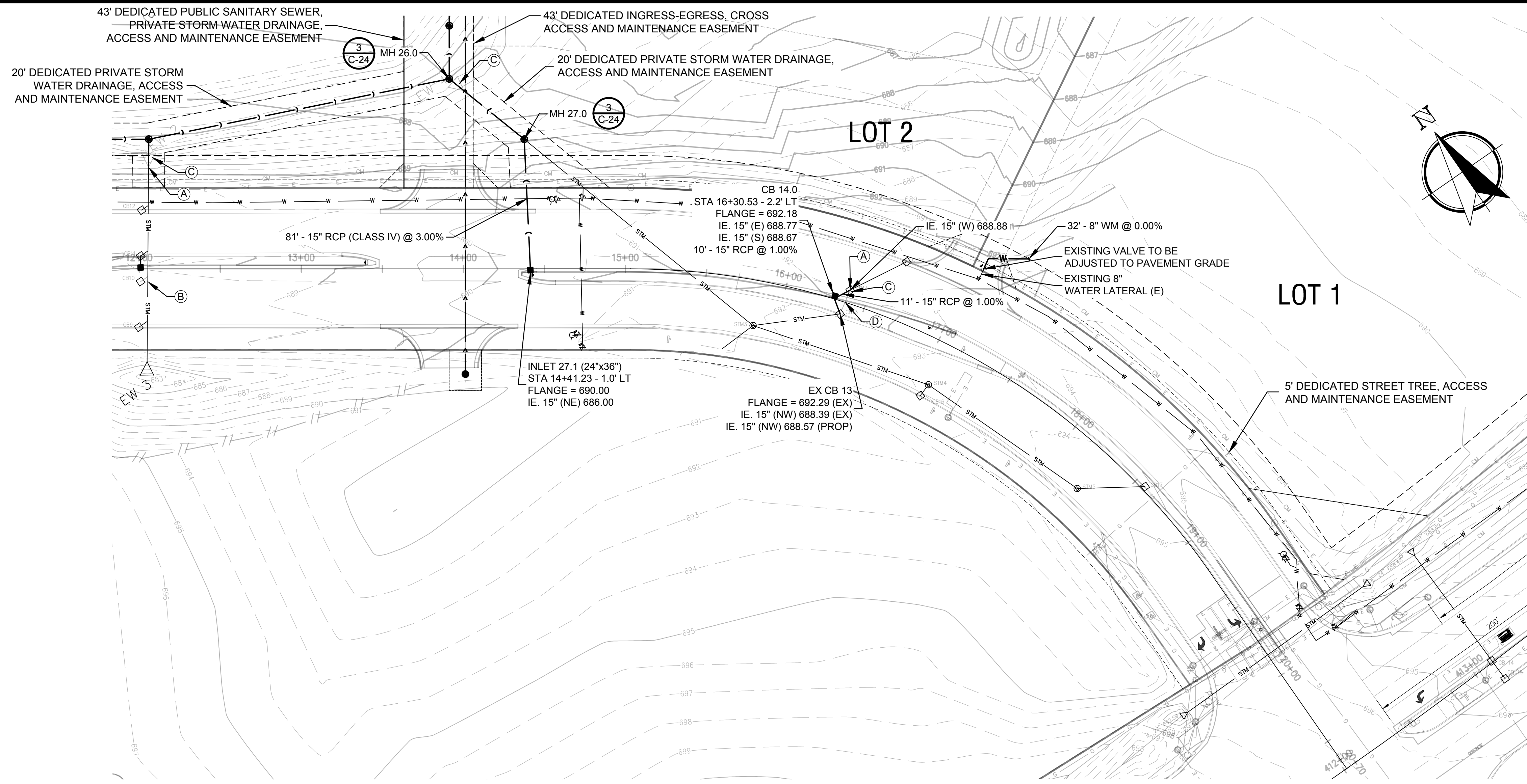


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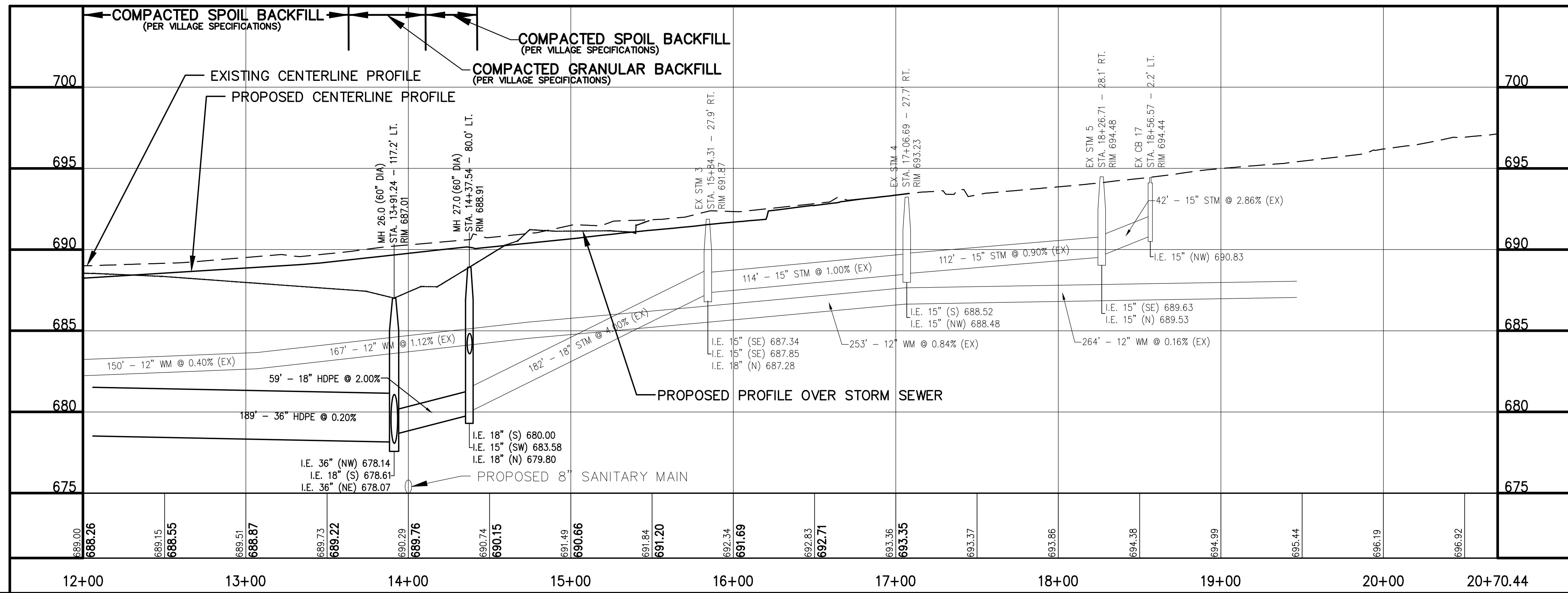
PROJ. MGR: _____ MDE
 DRAFTED: _____ NDB
 DATE: 1-3-2018
 CHECKED: _____ MDE
 DATE: 4-2-2018
 2014.0037.04
 SHEET
C-17

2014.0037.04.dwg
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 Tuesday, April 03, 2018

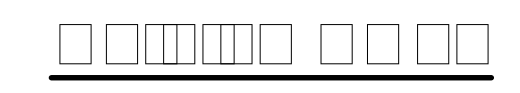


SCALES:
 1" = 40' HOR
 1" = 4' VER

120TH AVENUE (EAST FRONTAGE ROAD)



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 www.DiggersHotline.com



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- (A) CONCRETE COLLAR AND PIPE TIES REQUIRED
- (B) PATCH / REPAIR EXISTING OPENING IN RCP
- (C) EXISTING STORM STRUCTURE TO BE REMOVED
- (D) EXISTING STORM SEWER PIPE TO BE REMOVED

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

**THE GATEWAY
 AT LAKEVIEW CORPORATE PARK
 120TH AVENUE
 STORM SEWER PLAN & PROFILE
 (STATION 12+00 TO 20+70)**
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

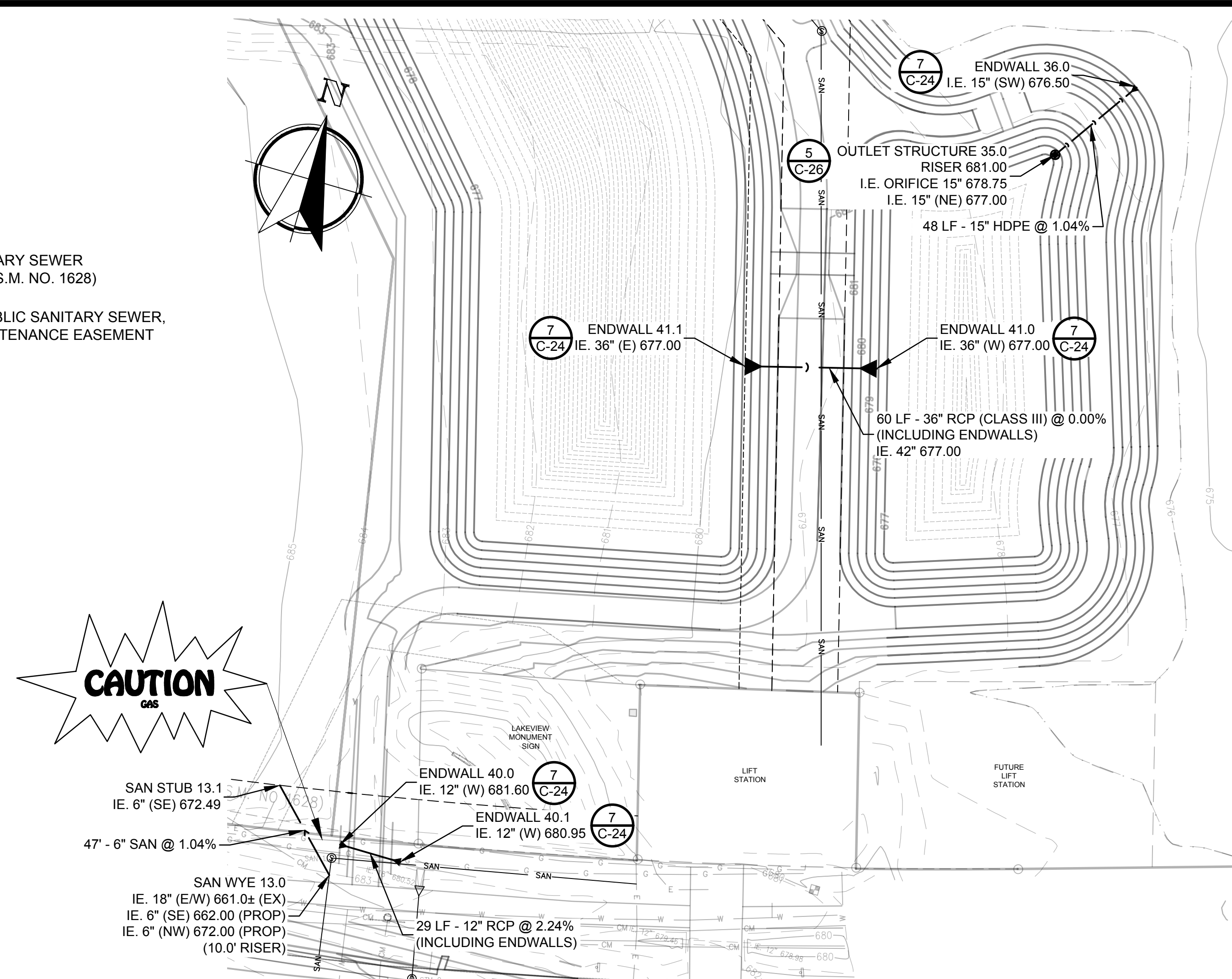
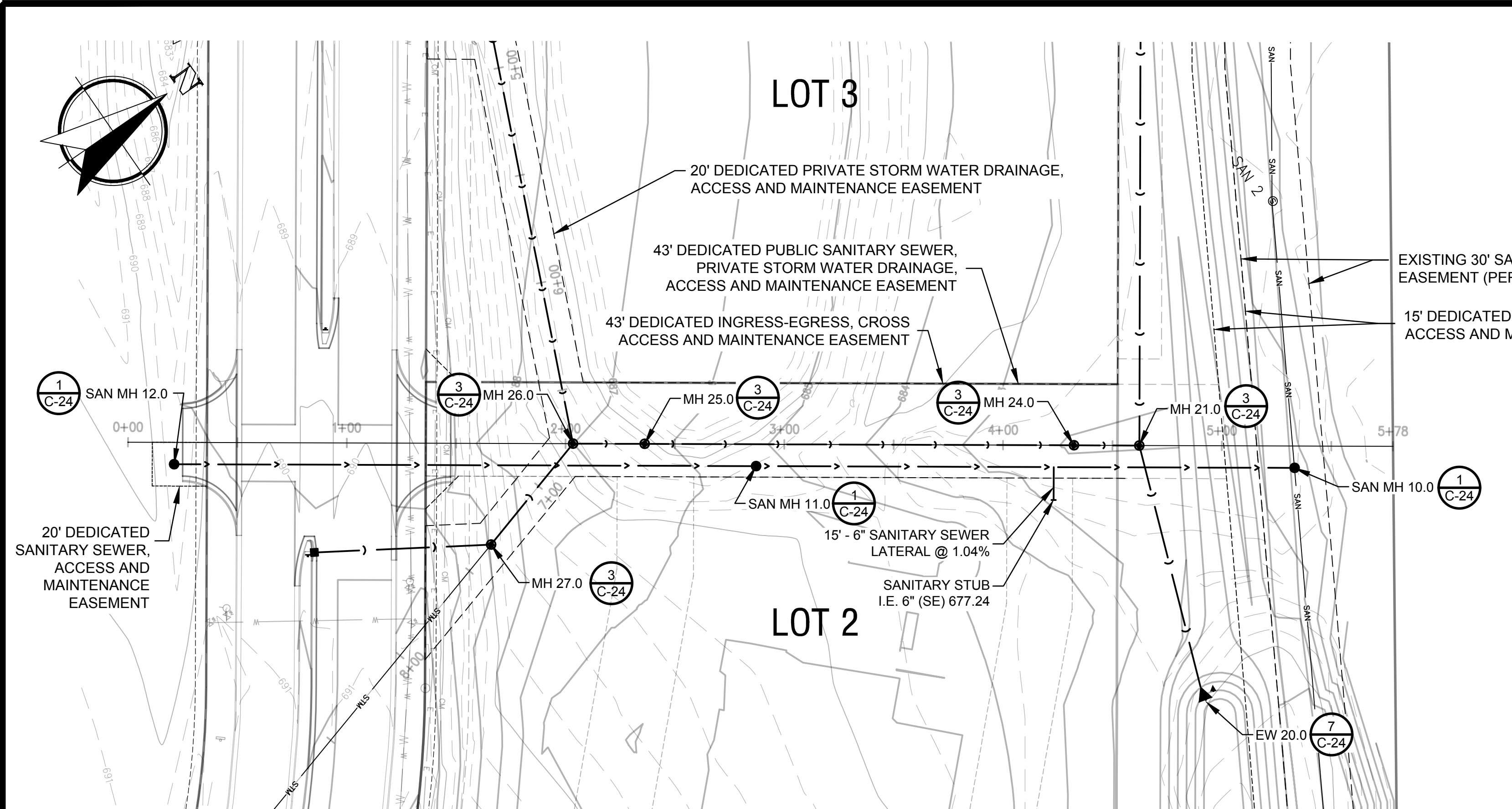
NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
 DRAFTED: _____ NDB
 DATE: 1-3-2018
 CHECKED: _____ MDE
 DATE: 4-2-2018

2014.0037.04
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C-18

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FINAL BID DOCUMENTS - 4-3-2018

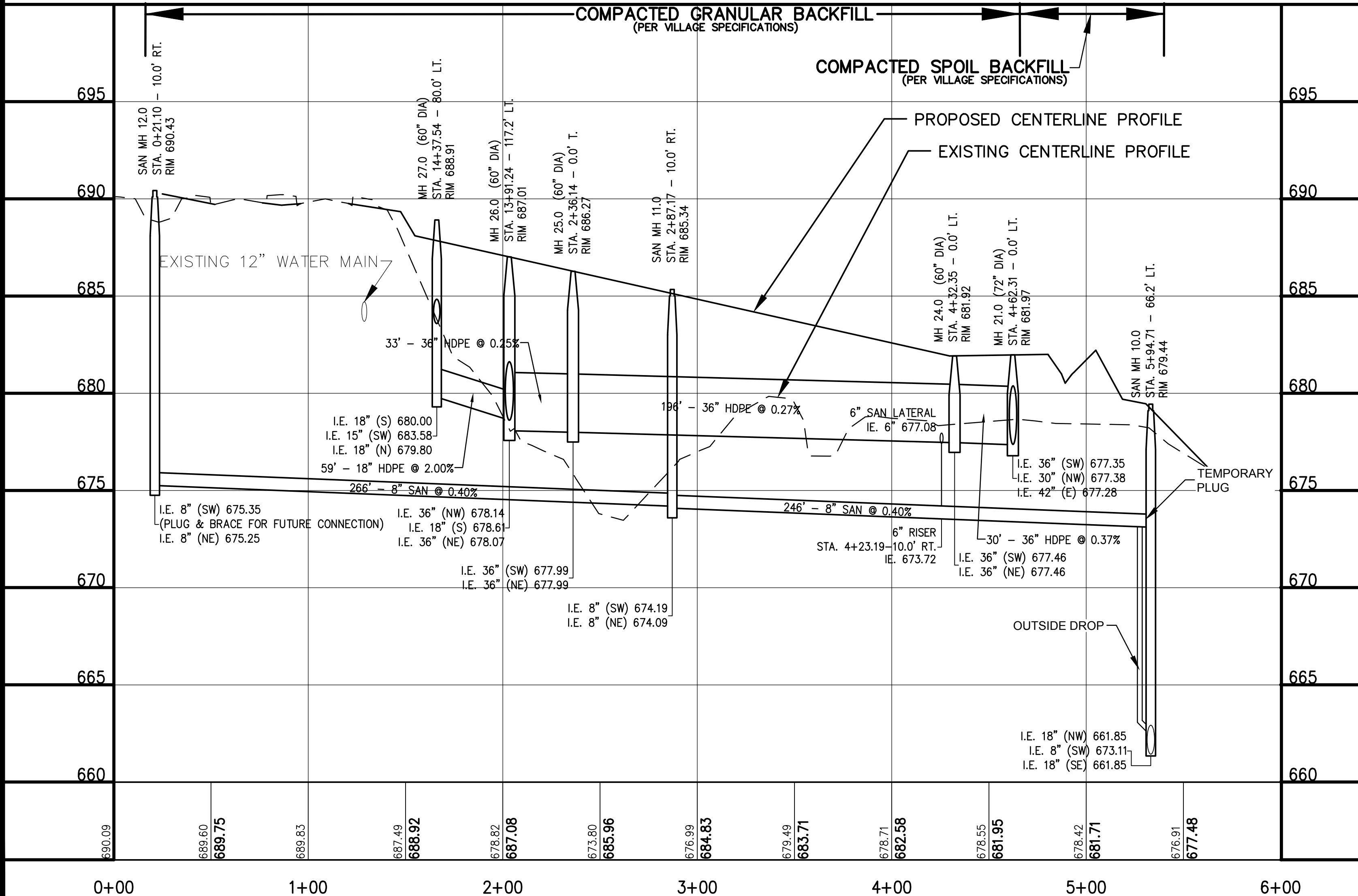


LOT 2/3 EASEMENT
PRIVATE STORM SEWER & PUBLIC SANITARY SEWER

SCALES:
 1" = 40' HOR
 1" = 4' VER



2014.0037.04.dwg
 3:52:13 PM
 Tuesday, April 03, 2018



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THE GATEWAY
AT LAKEVIEW CORPORATE PARK
LOT 1, 2 & 3
STORM & SANITARY SEWER PLAN & PROFILE
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
 DRAFTED: _____ NDB
 DATE: 1-3-2018
 CHECKED: _____ MDE
 DATE: 4-2-2018

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C-19

FINAL BID DOCUMENTS - 4-3-2018



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**THE GATEWAY
 AT LAKEVIEW CORPORATE PARK**

OUTLOT 1

STORM SEWER PLAN & PROFILE
 (STATION 0+00 TO 8+00)

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

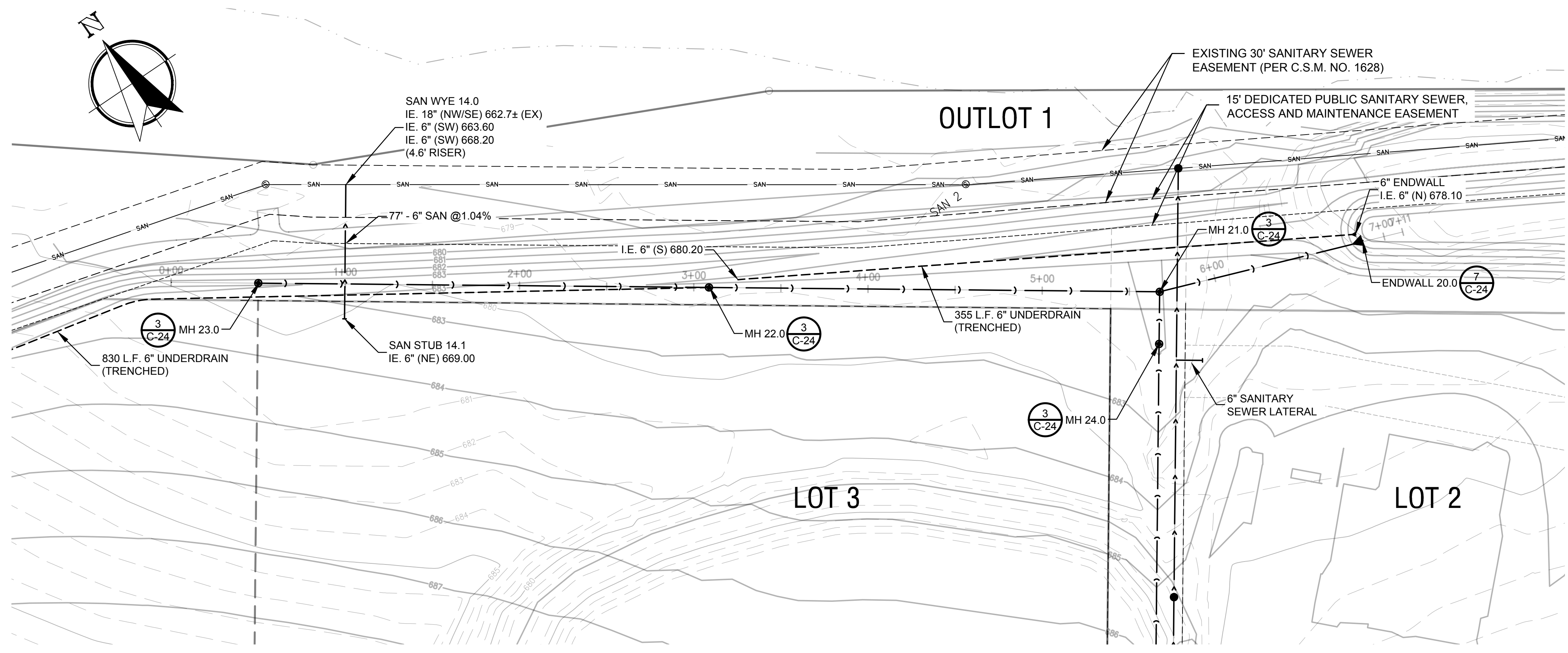
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 DATE: 1-3-2018
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 DATE: 4-2-2018

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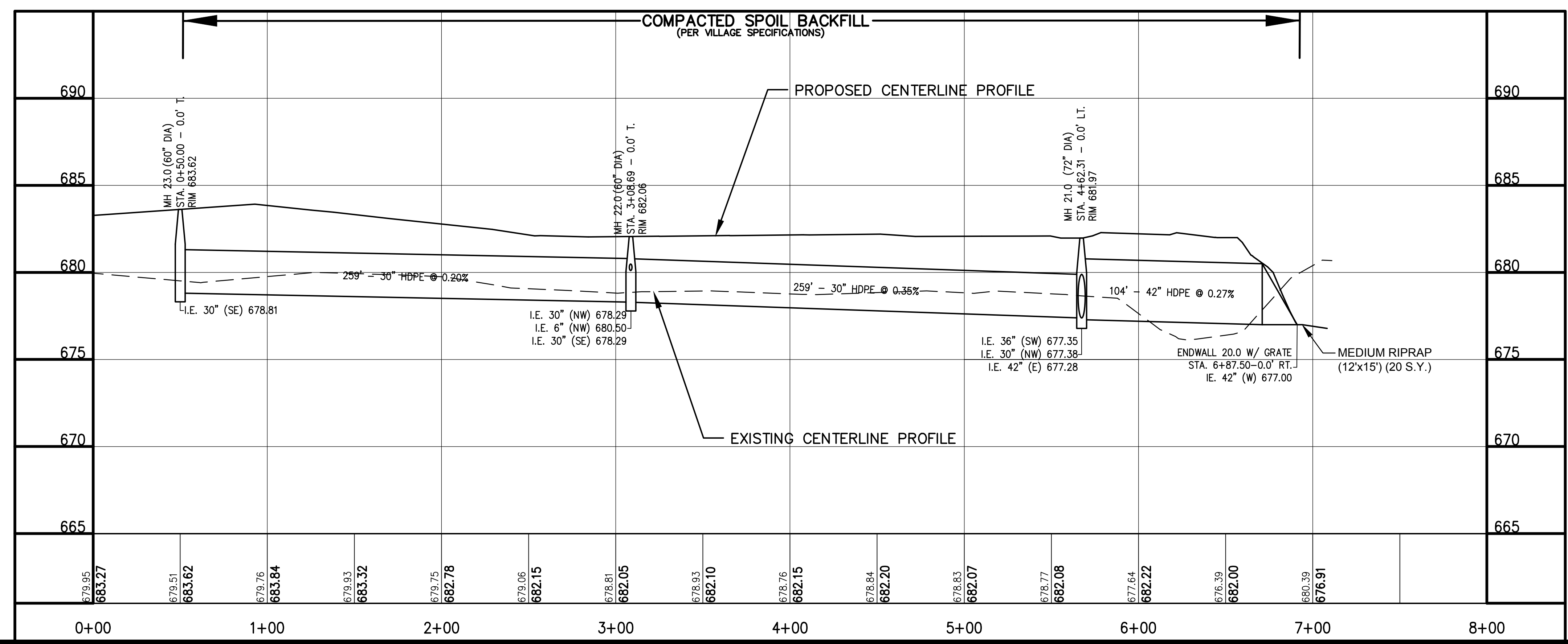
SHEET
C-20

FINAL BID DOCUMENTS - 4-3-2018



SCALES:
 1" = 40' HOR
 1" = 4' VER

OUTLOT 1 PRIVATE STORM SEWER



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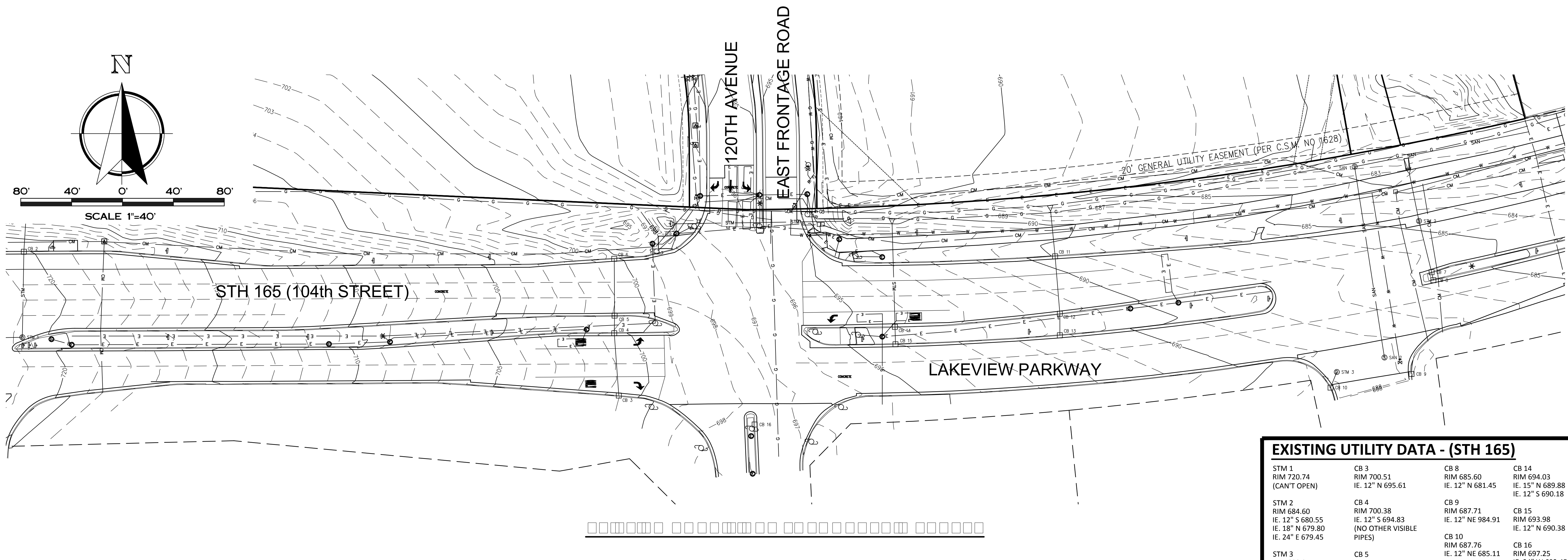
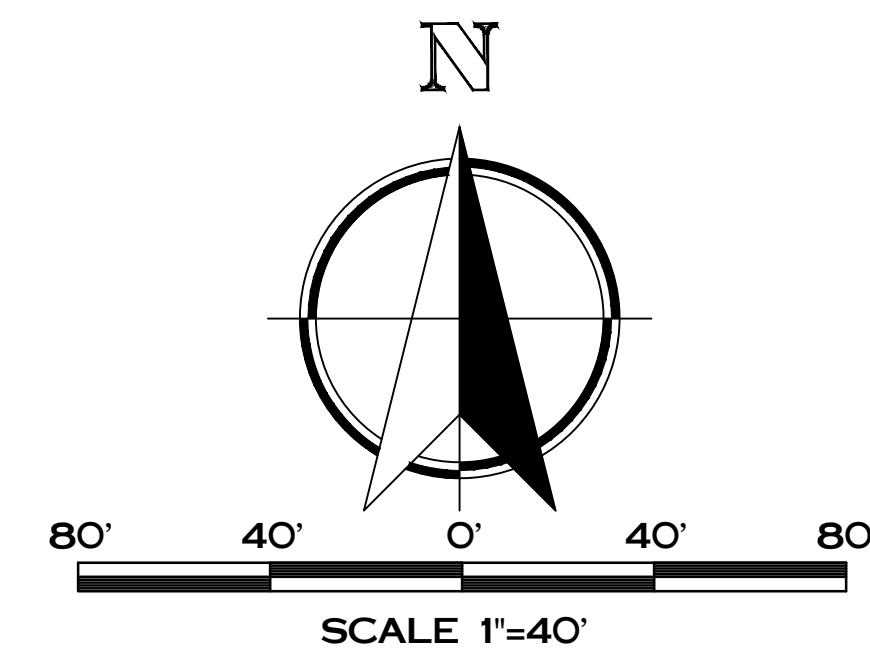
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tel: (262)634-5588 Website: www.nmbssc.net

**THE GATEWAY
AT LAKEVIEW CORPORATE PARK
EXISTING TOPO & SITE DEMOLITION PLAN**

FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

FINAL BID DOCUMENTS - 4-3-2018



EXISTING UTILITY DATA - (STH 165)

STM 1 RIM 720.74 (CAN'T OPEN)	CB 3 RIM 700.51 IE. 12" N 695.61	CB 8 RIM 685.60 IE. 12" N 681.45	CB 14 RIM 694.03 IE. 15" N 689.88 IE. 12" S 690.18
STM 2 RIM 684.60 IE. 12" S 680.55 IE. 18" N 679.80 IE. 24" E 679.45	CB 4 RIM 700.38 IE. 12" S 694.83 (NO OTHER VISIBLE PIPES)	CB 9 RIM 687.71 IE. 12" NE 984.91	CB 15 RIM 693.98 IE. 12" N 690.38
STM 3 RIM 688.35 IE. 18" E 684.65 IE. 18" W 685.00 IE. 12" SW 684.95	CB 5 RIM 700.77 (UNDERWATER) BOT. OF STRUC. 696.7±	CB 10 RIM 687.76 IE. 12" NE 685.11	CB 16 RIM 697.25 IE. 24" W 692.45 IE. 24" E 692.40
CB 1 RIM 721.91 (FULL OF DEBRIS)	CB 6 RIM 700.18 (NO VISIBLE PIPES)	CB 11 RIM 689.47 IE. 18" N 685.97 IE. 12" S 685.97	SAN 1 RIM 680.69 IE. 18" N/S 661.49 IE. 8" W 661.94 IE. 8" W 666.79
CB 2 RIM 720.19 (FULL OF DEBRIS)	CB 7 RIM 685.59 IE. 12" N/S 681.34	CB 12 RIM 691.27 IE. 12" S 686.17 IE. 12" N 686.12	SAN 2 RIM 678.25 IE. 18" N/S 662.00 IE. 8" W 662.40
		CB 13 RIM 691.13 IE. 12" N 686.78	

STH 165 DEMOLITION LEGEND

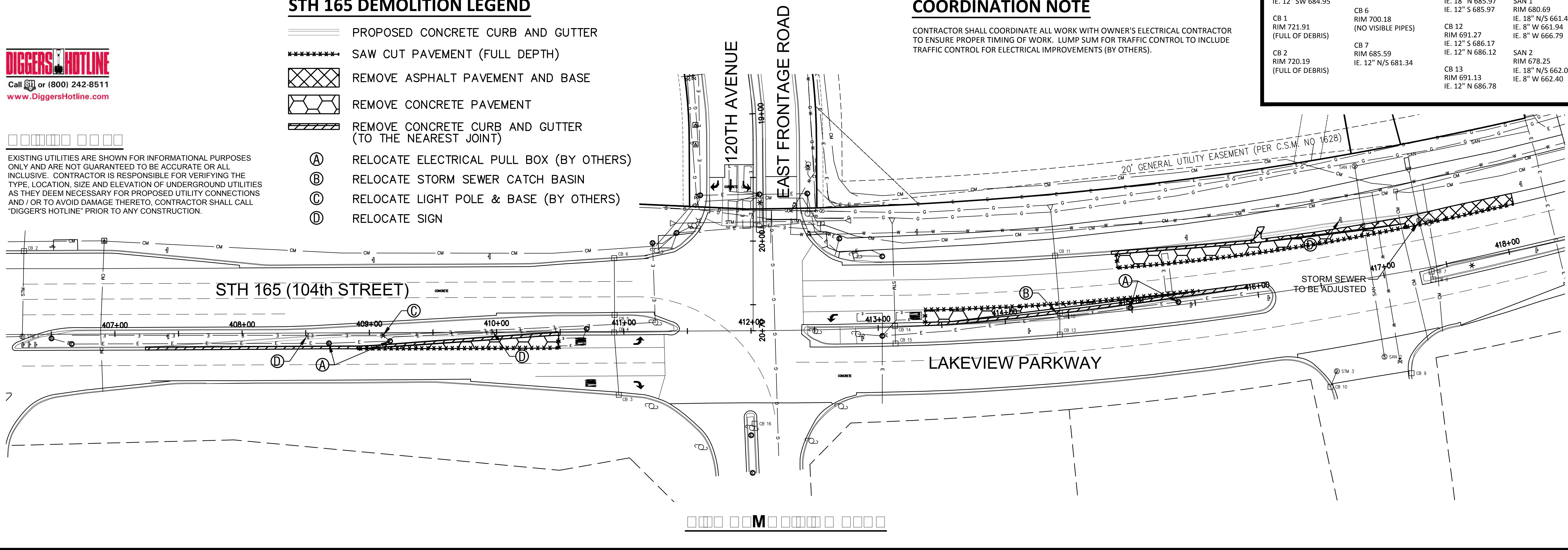
- PROPOSED CONCRETE CURB AND GUTTER
- SAW CUT PAVEMENT (FULL DEPTH)
- REMOVE ASPHALT PAVEMENT AND BASE
- REMOVE CONCRETE PAVEMENT
- REMOVE CONCRETE CURB AND GUTTER (TO THE NEAREST JOINT)
- (A) RELOCATE ELECTRICAL PULL BOX (BY OTHERS)
- (B) RELOCATE STORM SEWER CATCH BASIN
- (C) RELOCATE LIGHT POLE & BASE (BY OTHERS)
- (D) RELOCATE SIGN

COORDINATION NOTE

CONTRACTOR SHALL COORDINATE ALL WORK WITH OWNER'S ELECTRICAL CONTRACTOR TO ENSURE PROPER TIMING OF WORK. LUMP SUM FOR TRAFFIC CONTROL TO INCLUDE TRAFFIC CONTROL FOR ELECTRICAL IMPROVEMENTS (BY OTHERS).



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Tuesday, April 03, 2018 3:52:51 PM

NO.	REVISION	BY	DATE

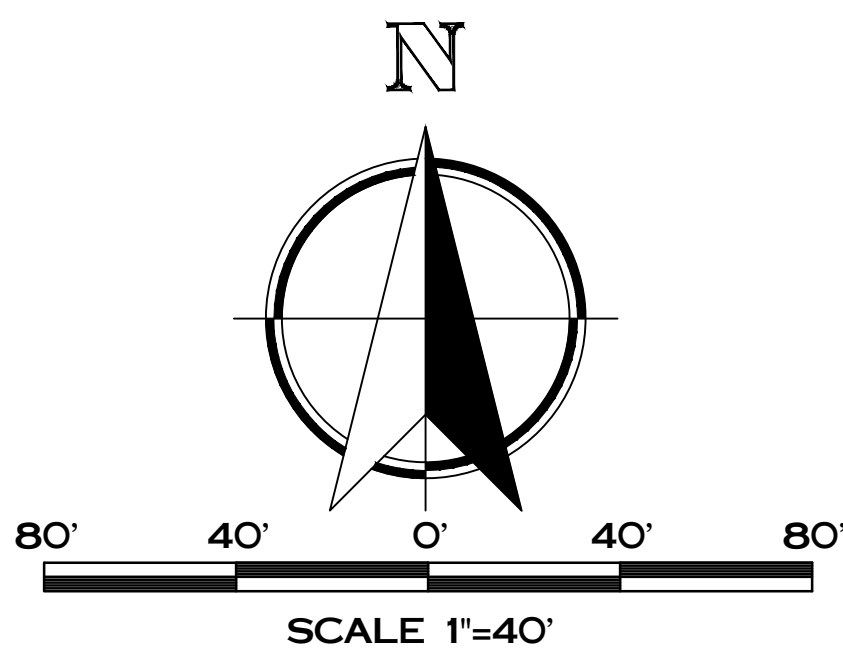
PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-22-2017
CHECKED: MDE
DATE: 4-2-2018
2014.0037.04
SHEET
C-21

**THE GATEWAY
AT LAKEVIEW CORPORATE PARK
PAVEMENT GRADING & MARKING PLAN**

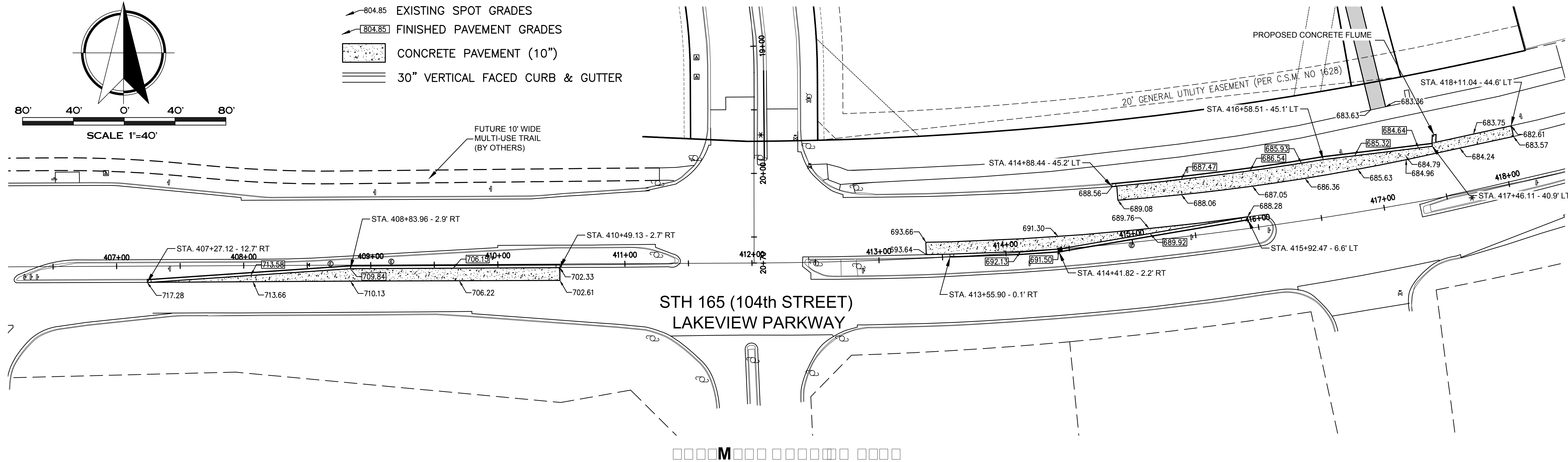
FOR
WISPAK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

FINAL BID DOCUMENTS - 4-3-2018



- M □□□□ □□□□ □□□□
- 804.85 EXISTING SPOT GRADES
- 804.85 FINISHED PAVEMENT GRADES
- CONCRETE PAVEMENT (10")
- 30" VERTICAL FACED CURB & GUTTER

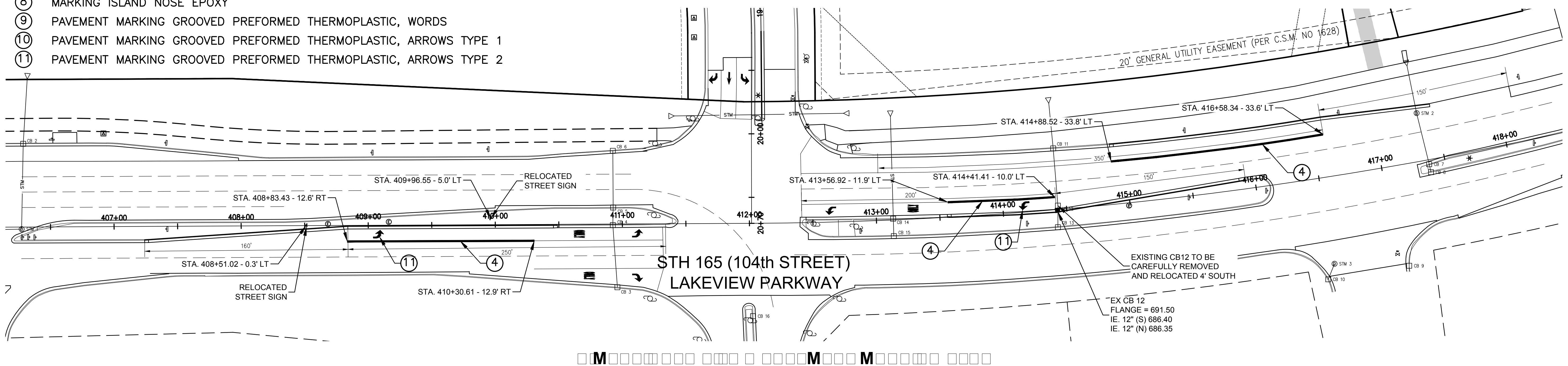


- M □□□□ M □□□□ □□□□ □□□□

- 1 MARKING LINE (12.5' LINE, 37.5' GAP) EPOXY, 4-INCH (WHITE)
- 2 MARKING LINE EPOXY, 8-INCH (WHITE)
- 3 MARKING LINE GROOVED WET REFLECTIVE CONTRAST PERMANENT TAPE, 4-INCH (WHITE)
- 4 MARKING LINE GROOVED WET REFLECTIVE CONTRAST PERMANENT TAPE, 8-INCH (WHITE)
- 5 MARKING ARROW EPOXY TYPE 1
- 6 MARKING ARROW EPOXY TYPE 2
- 7 MARKING WORDS EPOXY
- 8 MARKING ISLAND NOSE EPOXY
- 9 PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC, WORDS
- 10 PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC, ARROWS TYPE 1
- 11 PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC, ARROWS TYPE 2



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- M □□□□ □□□□ □□□□ M □□ M □□□□ □□□□

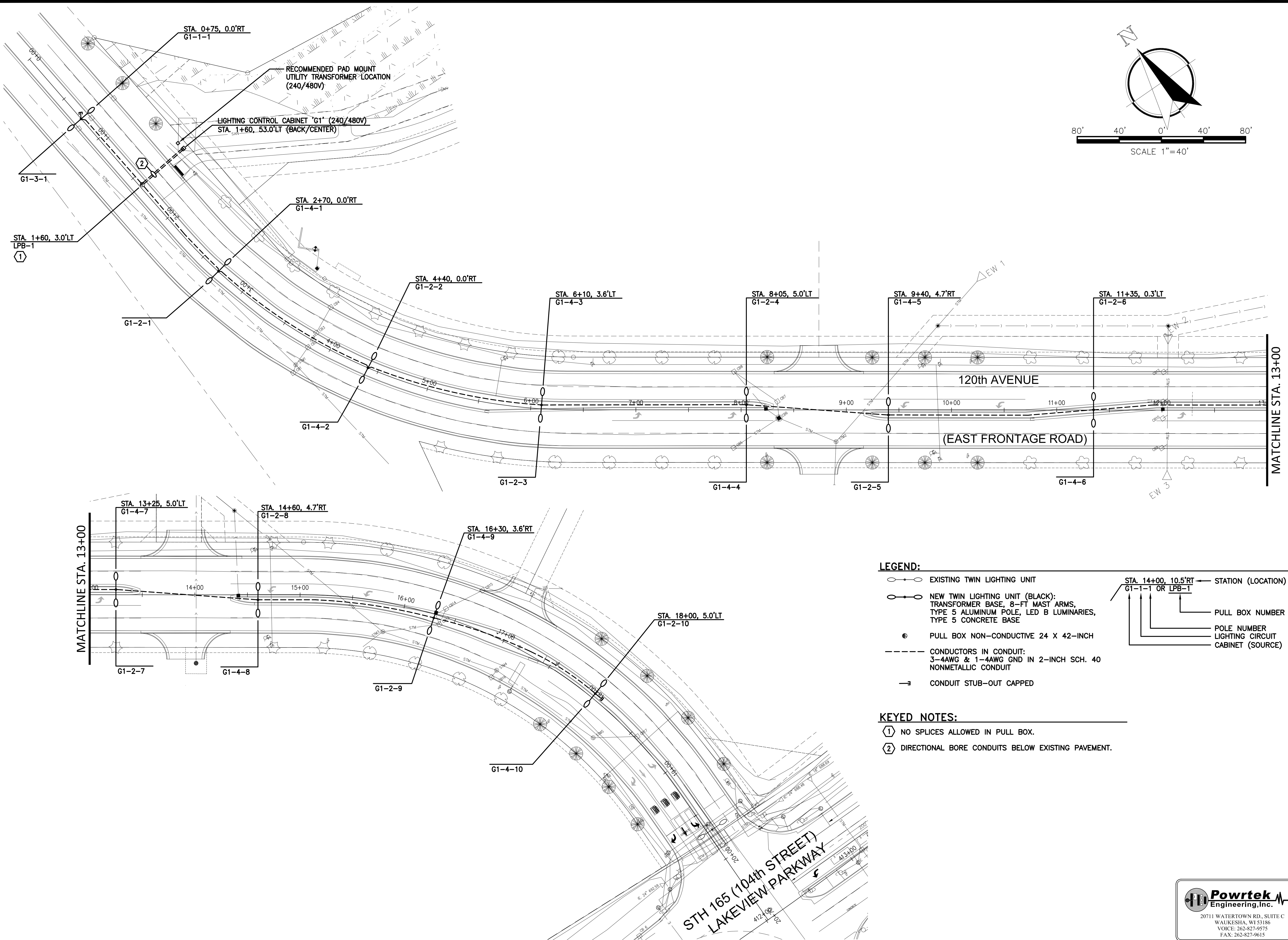
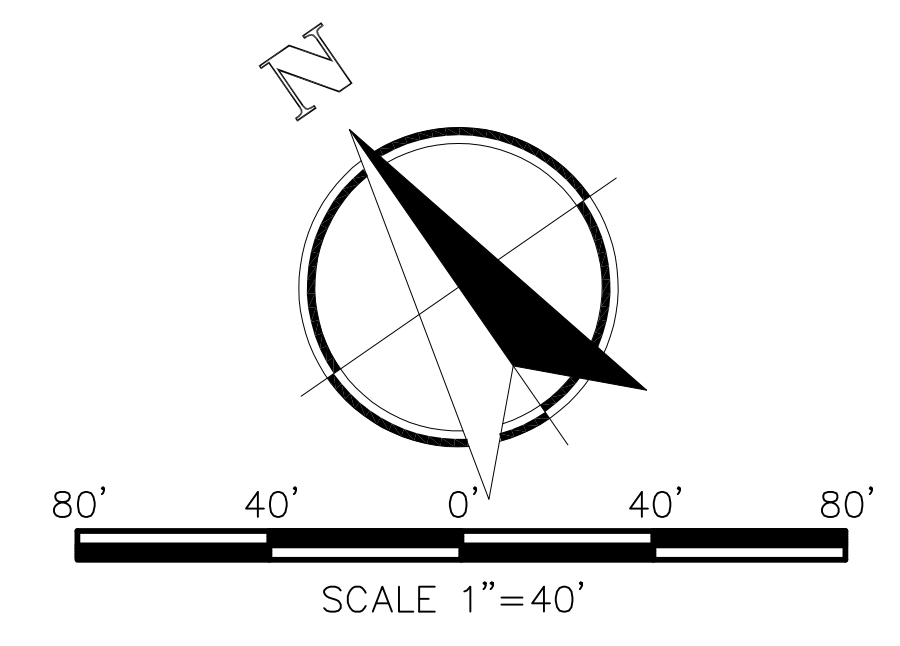
NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-22-2017
CHECKED: MDE
DATE: 4-2-2018

2014.0037.04
SHEET
C-22

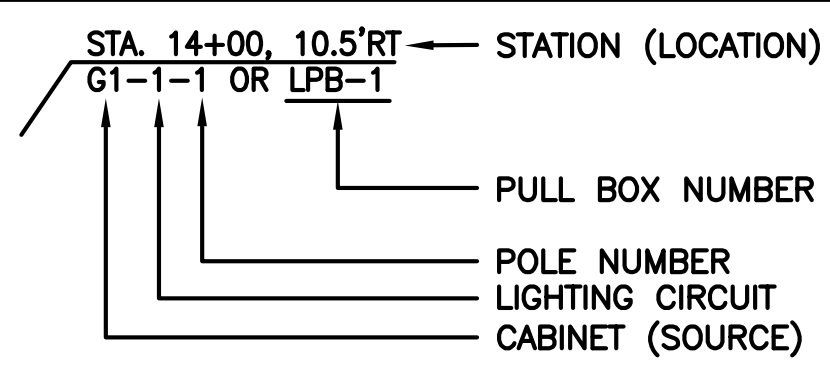
**THE GATEWAY
AT LAKEVIEW CORPORATE PARK**
PROPOSED LIGHTING PLAN
FOR
WISPAK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



LEGEND:

- ○ EXISTING TWIN LIGHTING UNIT
- ○ NEW TWIN LIGHTING UNIT (BLACK):
TRANSFORMER BASE, 8-FT MAST ARMS,
TYPE 5 ALUMINUM POLE, LED B LUMINARIES,
TYPE 5 CONCRETE BASE
- PULL BOX NON-CONDUCTIVE 24 X 42-INCH
- CONDUCTORS IN CONDUIT:
3-4AWG & 1-4AWG GND IN 2-INCH SCH. 40
NONMETALLIC CONDUIT
- CONDUIT STUB-OUT CAPPED



KEYED NOTES:

- ① NO SPLICES ALLOWED IN PULL BOX.
- ② DIRECTIONAL BORE CONDUITS BELOW EXISTING PAVEMENT.

Powrtek Engineering, Inc.
20711 WATERTOWN RD., SUITE C
WAUKESHA, WI 53186
VOICE: 262-827-9575
FAX: 262-827-9615

NO.	REVISION	BY	DATE

PROJ. MGR: G.W.S.
DRAFTED: B.E.F.
DATE: 04-09-2018
CHECKED: G.W.S.
DATE: 04-09-2018

2014.0037.04
SHEET
E-1



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: Northeast corner of 120th Ave (East Frontage Road) & 104th Street (STH 165)

Legal Description: Parcel 13 of CSM 1628

Tax Parcel Number(s): 92-4-122-193-0166

Check all that apply

Land Use Plan Amendment:

to correctly identify the field delineated wetlands into the Primary Environmental Corridor with a field verified wetland land use designation and to correctly show the non-wetland areas proposed to be located with an Outlot into the Park, Recreation and other open space land use designation

Petitioner's interest in the requested amendment:

To develop the property pursuant to the construction plans for The Gateway at LakeView Corporate Park.

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 / Erica-Nicole Harris

Signature:

Address: 231 West Michigan Street, P423

Mikwaukee WI 532032
(City) (State) (Zip)

Phone: 414-221-5500

Fax: 414-221-5503

Email: enharris@wispark.com

Date: 5-1-2018

APPLICANT/AGENT:

Print Name: Nielsen Madsen + Barber

Signature:

Address: 1458 Horizon Blvd. Suite 200

Racine WI 53406
(City) (State) (Zip)

Phone: 262-634-5588

Fax: 262-634-5024

Email: meberle@nmbosc.net

Date: 5-1-2018

Community Development Department, 9915 39th Avenue, Pleasant Prairie WI 53158

262-925-6717



Line #	Length	Direction
L1	386.72	S56° 00' 00"E
L2	65.22	N75° 32' 22"W
L3	73.05	N55° 17' 18"W
L4	21.74	N31° 48' 18"W
L5	29.10	N75° 41' 50"W
L6	34.56	N74° 35' 25"W
L7	39.18	N45° 34' 04"W
L8	48.61	N54° 27' 21"W
L9	78.08	N66° 59' 40"W
L10	49.96	N60° 23' 33"W
L11	59.16	N58° 23' 48"W
L12	97.24	N61° 11' 41"W
L13	58.52	N62° 24' 48"W
L14	74.68	N63° 22' 31"W
L15	48.27	N64° 25' 15"W
L16	82.86	N71° 13' 56"W
L17	132.95	N80° 20' 09"W
L18	88.77	N73° 04' 49"W
L19	42.26	N86° 58' 22"W
L20	22.14	N59° 11' 36"W
L21	51.65	N55° 09' 36"W
L22	56.25	N33° 18' 21"W
L23	19.18	N35° 31' 14"W
L24	34.81	N60° 21' 28"W
L25	13.92	N24° 12' 59"W
L26	33.04	N47° 20' 46"W
L27	21.11	N72° 39' 06"W
L28	61.78	N06° 17' 06"W

NW CORNER
PARCEL 13

L28

N 06°17'06" W
148.32

S 84°06'38" W
61.53

N 60°11'09" W
96.21

OUTLOT 1
CSM 2680

L27

L26

L25

L24

L23

L22

S 42°26'10" E
149.56

L21

L20

L19

L18

L17

L16

L15

L14

L13

L12

L11

L10

L9

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L0

Wetland Area

EAST FRONTAGE ROAD (120TH AVENUE)

PARCEL 13
CSM 1628

PARCEL 12
CSM 1628

OUTLOT 1
CSM 2680

OUTLOT

OUTLOT 1
CSM 2680

SW CORNER
SEC. 19-1-22

S 15°07'06" E
80.00

S 77°59'18" W
100.00

S 75°55'10" W
100.00

N 15°06'52" W
80.00

S 73°09'12" W
126.31

S 74°07'23" W
73.69
A=73.69

S 79°25'55" W
39.55
A=39.55

N 10°05'51" W
264.49

N 41°51'35" W
452.67

S 56°00'00" E
950.00

563.28

175.00

N 73°00'00" E

S 18°46'40" E
391.76

S 52°00'00" E
310.00

S 83°30'00" E
300.00

Wetland area

Part of Parcel 13 of Certified Survey Map No. 1628, a recorded map, being part 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; described as follows: Begin at the Northwest corner of said Parcel 13; run thence S42°26'10"E 149.56 feet along the Northerly line of said Parcel 13; thence S83°30'00"E 300.00 feet along said Northerly line; thence S52°00'00"E 310.00 feet along said Northerly line; thence S65°00'00"E 265.00 feet along said Northerly line; thence S56°00'00"E 386.72 feet along said Northerly line; thence N75°32'22"W 65.22 feet; thence N55°17'18"W 73.05 feet; thence N31°48'18"W 21.74 feet; thence N75°41'50"W 29.10 feet; thence N74°35'25"W 34.56 feet; thence N45°34'04"W 39.18 feet; thence N54°27'21"W 48.61 feet; thence N66°59'40"W 78.08 feet; thence N60°23'33"W 49.96 feet; thence N58°23'48"W 59.16 feet; thence N61°11'41"W 97.24 feet; thence N62°24'48"W 58.52 feet; thence N63°22'31"W 74.68 feet; thence N64°25'15"W 48.27 feet; thence N71°13'56"W 82.86 feet; thence N80°20'09"W 132.95 feet; thence N73°04'49"W 88.77 feet; thence N86°58'22"W 42.26 feet; thence N59°11'36"W 22.14 feet; thence N55°09'36"W 51.65 feet; thence N33°18'21"W 56.25 feet; thence N35°31'14"W 19.18 feet; thence N60°21'28"W 34.81 feet; thence N24°12'59"W 13.92 feet; thence N47°20'46"W 33.04 feet; thence N72°39'06"W 21.11 feet to the West line of said Parcel 13; thence N06°17'06"W 61.78 feet along said West line to the point of beginning. Containing 1.499 acres



Mark R. Madsen
4-9-18



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

STH 165 (104TH STREET)

I-1

B-4 (PUD)

B-5

Scale: 1" = 200'
Drawn By: SCB
DATE: 04-05-2018
2014.0037.04
Rezoning Exhibit
WisPark, LLC.
Pleasant Prairie, Wisconsin



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: Northeast Corner of 120th Avenue (East Frontage Road) and 104th Street (STH 165)

Legal Description: Parcel 13 CSM 1628 (Pt. SW1/4, Sec. 19-1-22)

Tax Parcel Number(s): 92-4-122-193-0166

Existing Zoning District(s): B-6

Proposed Zoning District(s): B-6 (PUD), C-1, FPO and PR-1

Proposed Use: Commercial Development

Compatibility with Adjacent Land Uses:

The area immediately adjacent to the East side of I-94 on the South side of STH 165 contains similar uses. Additionally, the property is currently zoned for retail uses. Furthermore, it is our understanding that some land immediately West of I-94 adjacent to STH 165 may have the B-6 Zoning District.

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: Wispark LLC / Erica-Nicole Harris

Signature: [Signature]

Address: 231 West Michigan St. P423

Milwaukee, WI 53203
(City) (State) (Zip)

Phone: 414-221-5500

Fax: 414-221-5503

Email: enharris@wispark.com

Date 4-4-18

APPLICANT/AGENT:

Print Name: Nielsen Madsen + Barber / Mark D. Eberle

Signature: [Signature]

Address: 1458 Horizon Blvd STE 200

Racine, WI 53406
(City) (State) (Zip)

Phone: 262-634-5588

Fax: 262-634-5024

Email: meberle@nmbsc.net

Date: 4-4-18



ZONING TEXT 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: Northeast Corner of 120th Avenue (East Frontage Road) and 104th Street (STH 165)

Legal Description: Parcel 13 CSM 1628 (Pt. SW 1/4 Sec. 19-1-22)

Tax Parcel Number(s): 92-4-122-193-0166

Amend Section(s): See Attached of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

To allow a uniform commercial development with enhanced traffic circulation, access, and signage.

If a Planned Unit Development is proposed include a letter indicating the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

If another type of Zoning Text Amendment is being proposed, then include the proposed language of the Zoning Text Amendment being requested.

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: Wispark LLC / Erica-Nicole Harris

Signature: [Signature]

Address: 231 West Michigan Street P423

Milwaukee, WI 53203
(City) (State) (Zip)

Phone: 414-221-5500

Fax: 414-221-5503

Email: enharris@wispark.com

Date: 4-4-18

APPLICANT/AGENT:

Print Name: Nielsen Madsen + Barber / Mark D. Eberle

Signature: [Signature]

Address: 1458 Horizon Blvd STE 200

Racine, WI 53406
(City) (State) (Zip)

Phone: 262-634-5588

Fax: 262-634-5024

Email: meberle@nmbc.net

Date: 4-4-18



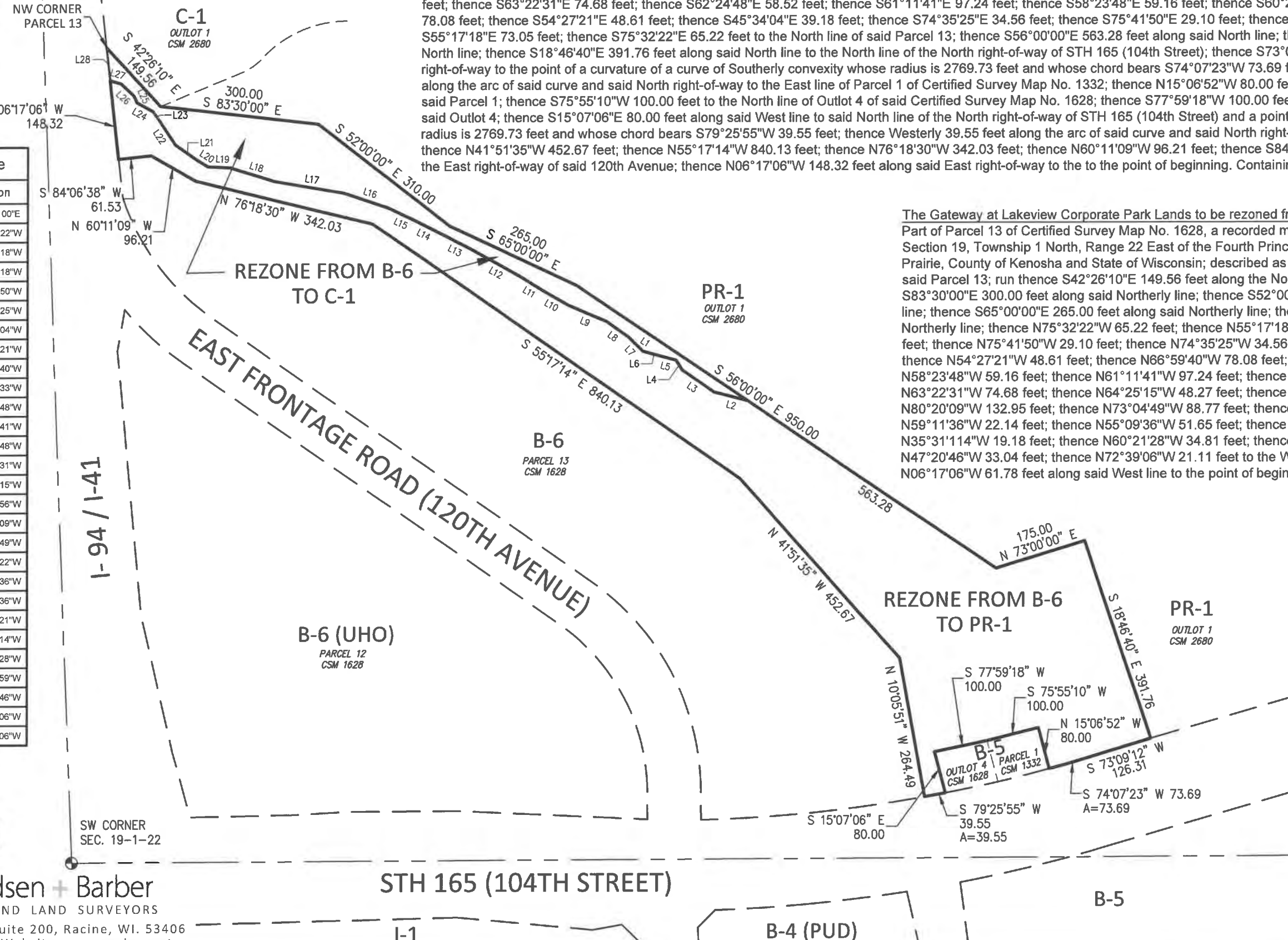
Line #	Length	Direction
L1	386.72	S56° 00' 00"E
L2	65.22	N75° 32' 22"W
L3	73.05	N55° 17' 18"W
L4	21.74	N31° 48' 18"W
L5	29.10	N75° 41' 50"W
L6	34.56	N74° 35' 25"W
L7	39.18	N45° 34' 04"W
L8	48.61	N54° 27' 21"W
L9	78.08	N66° 59' 40"W
L10	49.96	N60° 23' 33"W
L11	59.16	N58° 23' 48"W
L12	97.24	N61° 11' 41"W
L13	58.52	N62° 24' 48"W
L14	74.68	N63° 22' 31"W
L15	48.27	N64° 25' 15"W
L16	82.86	N71° 13' 56"W
L17	132.95	N80° 20' 09"W
L18	88.77	N73° 04' 49"W
L19	42.26	N86° 58' 22"W
L20	22.14	N59° 11' 36"W
L21	51.65	N55° 09' 36"W
L22	56.25	N33° 18' 21"W
L23	19.18	N35° 31' 14"W
L24	34.81	N60° 21' 28"W
L25	13.92	N24° 12' 59"W
L26	33.04	N47° 20' 46"W
L27	21.11	N72° 39' 06"W
L28	61.78	N06° 17' 06"W

The Gateway at Lakeview Corporate Park Lands to be rezoned from B-6 to PR-1

Part of Parcel 13 of Certified Survey Map No. 1628, a recorded map, being part 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; described as follows: Commence at the Northwest corner of said Parcel 13 and the Easterly line of the East right-of-way of 120th Avenue; thence S06°17'06"E 61.78 feet along said East right-of-way to the to the point of beginning of this description; run thence S72°39'06"E 21.11 feet; thence S47°20'46"E 33.04 feet; thence S24°12'59"E 13.92 feet; thence S60°21'28"E 34.81 feet; thence S35°31'114"E 19.18 feet; thence S33°18'21"E 56.25 feet; thence S55°09'36"E 51.65 feet; thence S59°11'36"E 22.14 feet; thence S86°58'22"E 42.26 feet; thence S73°04'49"E 88.77 feet; thence S80°20'09"E 132.95 feet; thence S71°13'56"E 82.86 feet; thence S64°25'15"E 48.27 feet; thence S63°22'31"E 74.68 feet; thence S62°24'48"E 58.52 feet; thence S61°11'41"E 97.24 feet; thence S58°23'48"E 59.16 feet; thence S60°23'33"E 49.96 feet; thence S66°59'40"E 78.08 feet; thence S54°27'21"E 48.61 feet; thence S45°34'04"E 39.18 feet; thence S74°35'25"E 34.56 feet; thence S75°41'50"E 29.10 feet; thence S31°48'18"E 21.74 feet; thence S55°17'18"E 73.05 feet; thence S75°32'22"E 65.22 feet to the North line of said Parcel 13; thence S56°00'00"E 563.28 feet along said North line; thence N73°00'00"E 175.00 feet along said North line; thence S18°46'40"E 391.76 feet along said North line to the North line of the North right-of-way of STH 165 (104th Street); thence S73°09'12"W 126.31 feet along said North right-of-way to the point of a curvature of a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S74°07'23"W 73.69 feet; thence Southwesterly 73.69 feet along the arc of said curve and said North right-of-way to the East line of Parcel 1 of Certified Survey Map No. 1332; thence N15°06'52"W 80.00 feet along said East line to the North line of said Parcel 1; thence S75°55'10"W 100.00 feet to the North line of Outlot 4 of said Certified Survey Map No. 1628; thence S77°59'18"W 100.00 feet along said North line to the West line of said Outlot 4; thence S15°07'06"E 80.00 feet along said West line to said North line of the North right-of-way of STH 165 (104th Street) and a point on a curve of Southerly convexity whose radius is 2769.73 feet and whose chord bears S79°25'55"W 39.55 feet; thence Westerly 39.55 feet along the arc of said curve and said North right-of-way; thence N10°05'51"W 264.49 feet; thence N41°51'35"W 452.67 feet; thence N55°17'14"W 840.13 feet; thence N76°18'30"W 342.03 feet; thence N60°11'09"W 96.21 feet; thence S84°06'38"W 61.53 feet to the Easterly line of the East right-of-way of said 120th Avenue; thence N06°17'06"W 148.32 feet along said East right-of-way to the to the point of beginning. Containing 7.308 acres.

The Gateway at Lakeview Corporate Park Lands to be rezoned from B-6 to C-1

Part of Parcel 13 of Certified Survey Map No. 1628, a recorded map, being part 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; described as follows: Begin at the Northwest corner of said Parcel 13; run thence S42°26'10"E 149.56 feet along the Northerly line of said Parcel 13; thence S83°30'00"E 300.00 feet along said Northerly line; thence S52°00'00"E 310.00 feet along said Northerly line; thence S65°00'00"E 265.00 feet along said Northerly line; thence S56°00'00"E 386.72 feet along said Northerly line; thence N75°32'22"W 65.22 feet; thence N55°17'18"W 73.05 feet; thence N31°48'18"W 21.74 feet; thence N75°41'50"W 29.10 feet; thence N74°35'25"W 34.56 feet; thence N45°34'04"W 39.18 feet; thence N54°27'21"W 48.61 feet; thence N66°59'40"W 78.08 feet; thence N60°23'33"W 49.96 feet; thence N58°23'48"W 59.16 feet; thence N61°11'41"W 97.24 feet; thence N62°24'48"W 58.52 feet; thence N63°22'31"W 74.68 feet; thence N64°25'15"W 48.27 feet; thence N71°13'56"W 82.86 feet; thence N80°20'09"W 132.95 feet; thence N73°04'49"W 88.77 feet; thence N86°58'22"W 42.26 feet; thence N59°11'36"W 22.14 feet; thence N55°09'36"W 51.65 feet; thence N33°18'21"W 56.25 feet; thence N35°31'114"W 19.18 feet; thence N60°21'28"W 34.81 feet; thence N24°12'59"W 13.92 feet; thence N47°20'46"W 33.04 feet; thence N72°39'06"W 21.11 feet to the West line of said Parcel 13; thence N06°17'06"W 61.78 feet along said West line to the point of beginning. Containing 1.499 acres



Mark R. Madsen
4-9-18

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

Scale: 1" = 200'
Drawn By: SCB
DATE: 04-05-2018
2014.0037.04
Rezoning Exhibit
WisPark, LLC.
Pleasant Prairie, Wisconsin



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

April 9, 2018

Ms. Jean Werbie - Harris
Village of Pleasant Prairie
9915 – 39th Avenue
Pleasant Prairie, WI 53158

RE: The Gateway at LakeView Corporate Park
Planned Unit Development (PUD) Overlay Request
File No. 2014.0037.04

Dear Jean:

Wispark LLC, the developer of the above-referenced project, is hereby requesting a Planned Unit Development (PUD) overlay over a portion of Parcel 13 of CSM 1628 (Lots 1, 2 and 3 of pending CSM) to accommodate 3 or 4 commercial developments on that site (See attached Conceptual Plan for details). As part of this amendment, Wispark LLC is specifically requesting the following "Dimensional Variances" from the current Village of Pleasant Prairie Code of Ordinances:

- 1) Chapter 420-48 L.1.d.1. (Parking Lot and Circulation Requirements) to allow a zero foot (0') setback from the interior lot line (between Lot 1 and 2) in lieu of the required ten feet (10').
 - Reason for Variance is to allow for a thirty-five foot (35') shared access drive to be centered on the common lot line between Lots 1 and 2 for ingress, egress and improved traffic circulation.
- 2) Chapter 420-48 L.1.a. (Parking Lot and Circulation Requirements) to allow a zero foot (0') setback from the paved surface (parking isles or stalls) along the common lot line between Lots 1, 2, and 3 and Outlot 1 in lieu of the required ten feet (10').
 - Reason for Variance is to allow for the pavement to be constructed tight to the rear property line and the required perimeter landscaping to be constructed in the Outlot.
- 3) Chapter 420-78 (General Sign Regulations) to allow for increased building wall signage.
- 4) Chapter 420-30 (Principal and Accessory Structures and Uses) to allow multiple principal structures to be located on a single lot.



Ms. Jean Werbie - Harris
The Gateway at LakeView Corporate Park
Planned Unit Development (PUD) Overlay Request
April 9, 2018
Page 2

In recognition of the requested dimensional variances, the developer is proposing to provide the following enhancements:

- 1) External Digital Imaging Security Systems (DSIS) for each new commercial business constructed within the development.
- 2) Enhanced Architectural Design Elements.
- 3) Enhanced Site Landscaping.

If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,



Mark D. Eberle, P.E.

MDE/kmw
Enclosures

Cc: Erica-Nicole Harris, Wispark LLC, enharris@wispark.com

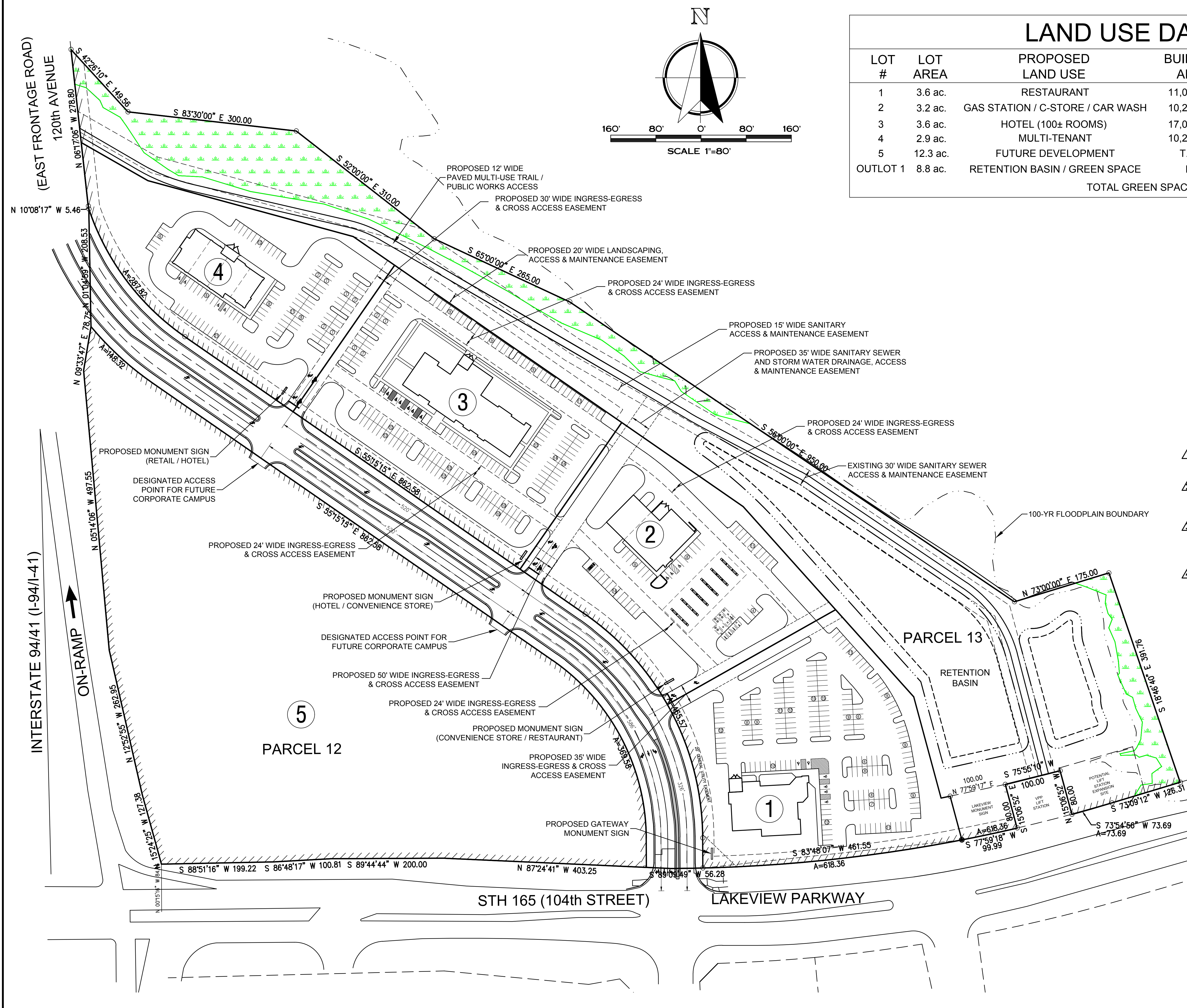
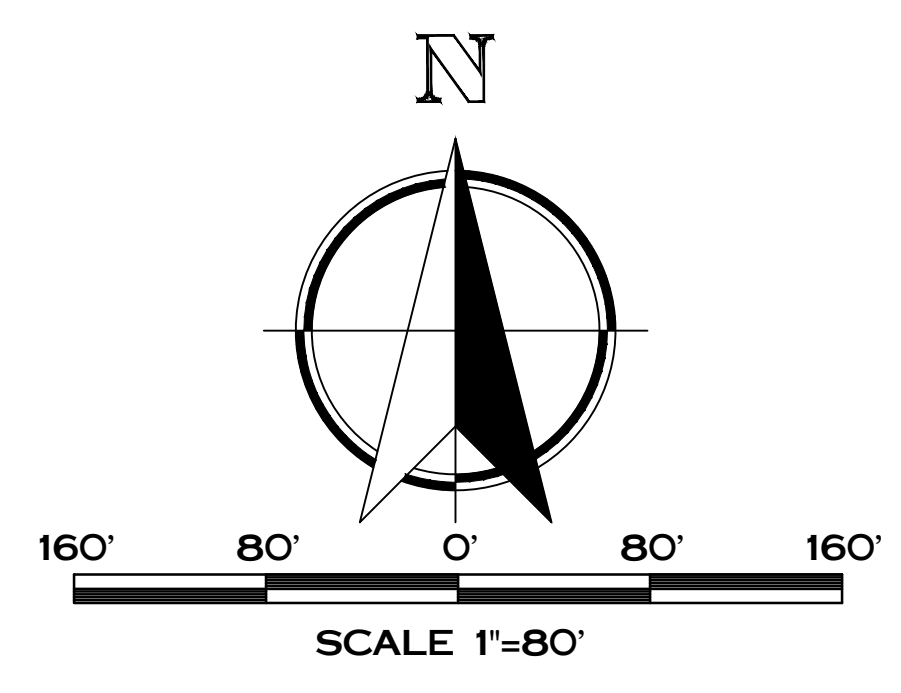


Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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

LAND USE DATA

LOT #	LOT AREA	PROPOSED LAND USE	BUILDING AREA	% GREEN SPACE	PARKING PROVIDED
1	3.6 ac.	RESTAURANT	11,000 S.F.	33.5%	187 ▲
2	3.2 ac.	GAS STATION / C-STORE / CAR WASH	10,203 S.F.	36.2%	45 ▲
3	3.6 ac.	HOTEL (100± ROOMS)	17,000 S.F.	17.5%	198 ▲
4	2.9 ac.	MULTI-TENANT	10,200 S.F.	46.4%	116 ▲▲
5	12.3 ac.	FUTURE DEVELOPMENT	T.B.D.	T.B.D.	T.B.D.
OUTLOT 1	8.8 ac.	RETENTION BASIN / GREEN SPACE	N/A	N/A	N/A
TOTAL GREEN SPACE FOR LOTS 1-4 = 32.6%					



SITE PLAN LEGEND

- WETLANDS
- RETENTION BASIN NORMAL WATER LEVEL
- RETENTION BASIN TOP OF BERM
- NO DIRECT VEHICULAR ACCESS
- 100-YR FLOODPLAIN

PARKING REQUIREMENTS

- ▲ GENERAL RETAIL
One (1) space for every 200 square feet of gross floor area plus one (1) space for every two (2) employees.
- ▲ GAS STATION / CONVENIENCE STORE
Five (5) spaces for every 2,000 square feet of gross floor area plus one (1) space for each employee on the largest shift.
- ▲ HOTEL
One (1) space for each room to be rented, plus one (1) additional space for every three (3) employees on the largest shift, plus specified requirements for restaurants, public assembly halls and related facilities.
- ▲ RESTAURANT
One (1) space for every 100 square feet of floor area plus one (1) space for every two (2) employees on the largest work shift.

PROPERTY INFORMATION

TAX KEY NO. 92-4-122-193-0161
TAX KEY NO. 92-4-122-193-0166
SW1/4 Section 19-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN
OWNER / LAND DIVIDER
Wispark, LLC.
231 West Michigan Street P423
Milwaukee, WI 53203

LEGAL DESCRIPTION

Parcels 12 and 13, Certified Survey Map No. 1628, a recorded map, being part of the Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

ZONING NOTE

Parcel 12 is currently zoned B-4. The site is to comply with B-4, Freeway Service Business District.
Parcel 13 is currently zoned B-4. The site is to be rezoned to B-6, Freeway Orientated Business Center District with a PUD Overlay.
The delineated wetlands shall comply with C-1, Lowland Resource Conservancy District.

WETLAND NOTE

Wetlands were field delineated by Dave Meyer of Wetland & Waterway Consulting, LLC on May 15, 2014 and surveyed and mapped by JSD Professional Services, Inc. on June 12, 2014.

FLOODPLAIN NOTE

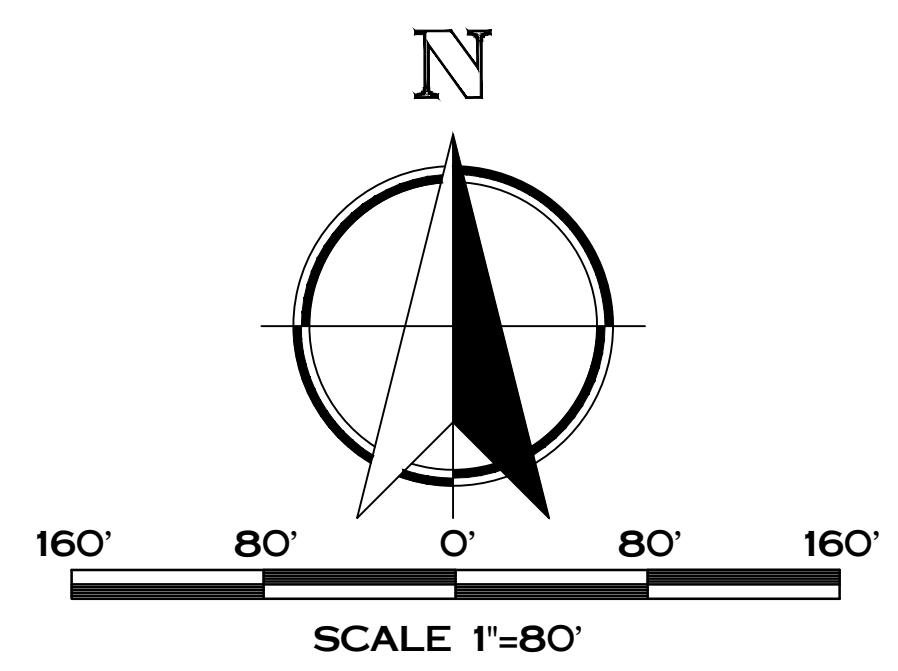
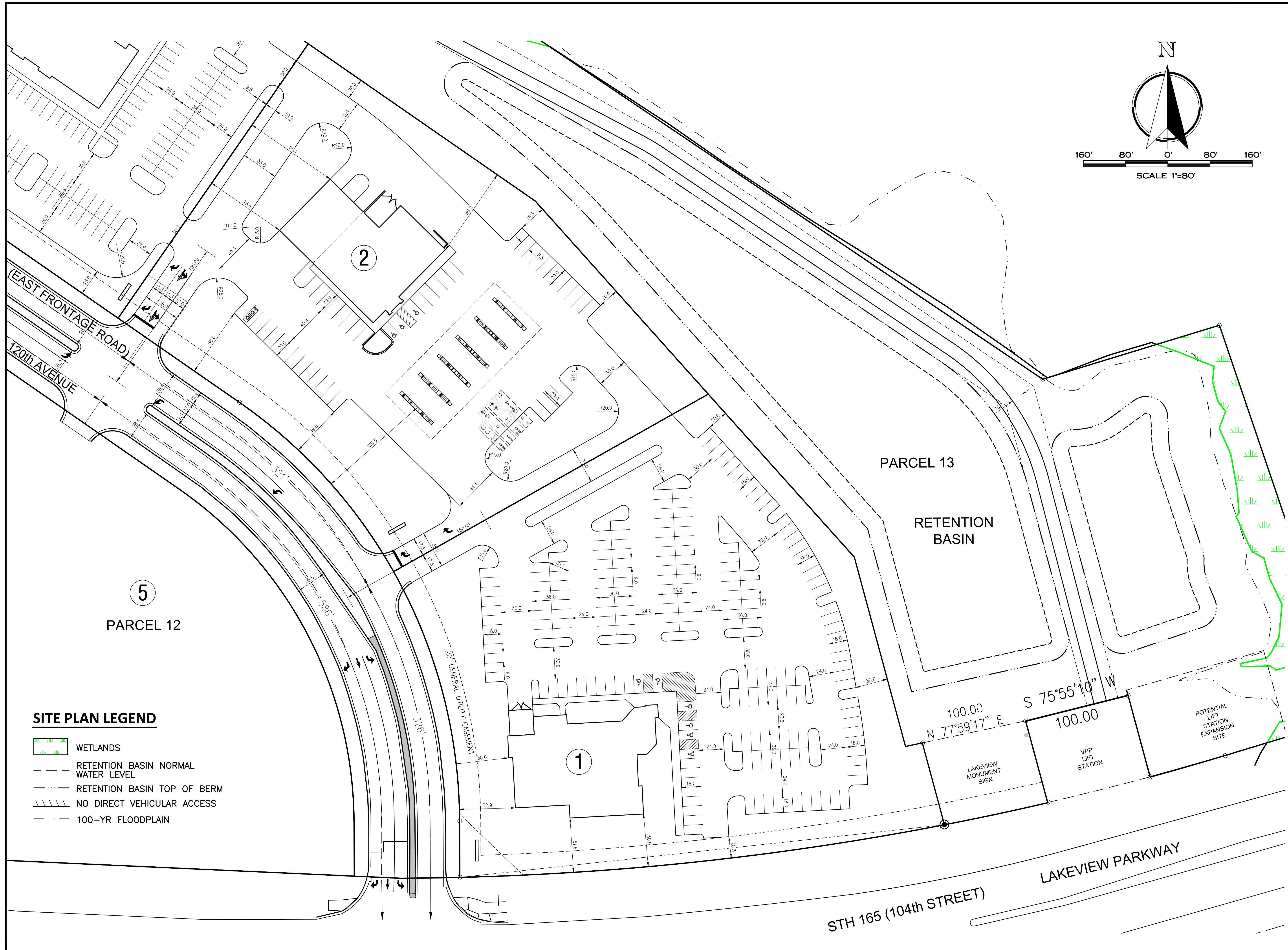
Floodplain per FEMA Panel Number 55059C0189D effective date of June 12, 2012

THE GATEWAY AT LAKEVIEW
CORPORATE PARK
 PARCEL 13 CONCEPTUAL PLAN
 FOR
WISPARK LLC
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 12-7-2017
CHECKED: MDE
DATE: 12-12-2017

2014.0037.04
SHEET
CP-1



SITE PLAN LEGEND

- WETLANDS
- RETENTION BASIN NORMAL WATER LEVEL
- RETENTION BASIN TOP OF BERM
- NO DIRECT VEHICULAR ACCESS
- 100-YR FLOODPLAIN

THE GATEWAY AT LAKEVIEW
CORPORATE PARK
 PARCEL 13 CONCEPTUAL PLAN (SOUTH)
 FOR
WISPARK LLC
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE


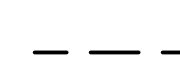
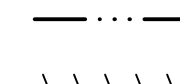
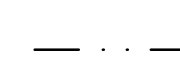

PROJ. MGR: MDE
 DRAFTED: NDB
 DATE: 12-7-2017
 CHECKED: MDE
 DATE: 12-12-2017

2014.0037.04
 SHEET
CP-2

INTERSTATE 94/41 (I-94/I-41)

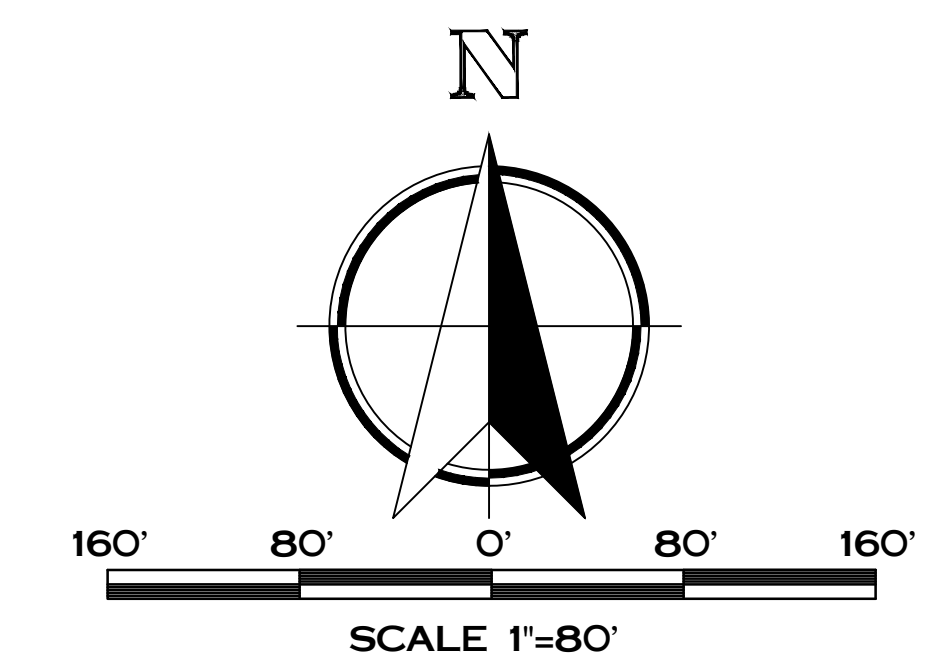
ON-RAMP

SITE PLAN LEGEND

-  WETLANDS
-  RETENTION BASIN NORMAL WATER LEVEL
-  RETENTION BASIN TOP OF BERM
-  NO DIRECT VEHICULAR ACCESS
-  100-YR FLOODPLAIN

5
PARCEL 12

(EAST FRONTAGE ROAD)
120th AVENUE



PROPOSED 20' WIDE LANDSCAPING,
ACCESS & MAINTENANCE EASEMENT



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

**THE GATEWAY AT LAKEVIEW
 CORPORATE PARK**
 PARCEL 13 CONCEPTUAL PLAN (NORTH)
 FOR
WISPARK LLC

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
 DRAFTED: _____ NDB
 DATE: 12-7-2017
 CHECKED: _____ MDE
 DATE: 12-12-2017

2014.0037.04
 SHEET
CP-3

Consider approval of a **Zoning Text Amendments (Ord. #18-30 and Ord. #18-31)** for the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent for Michael Willkomm, for the purchase and redevelopment the Truesdell Plaza property located at 8531 and 8601 75th Street to repeal the Truesdell Plaza Planned Unit Development (PUD) Ordinance and create a new PUD Ordinance for the redevelopment of the site.

Recommendation: Plan Commission recommends that the Village Board approve the **Zoning Text Amendments (Ord. #18-30 and Ord. #18-31)** subject to the comments and conditions of the Village Staff Report of June 18, 2018.

VILLAGE STAFF REPORT OF JUNE 18, 2018

Consider approval of a **Zoning Text Amendments (Ord. #18-30 and Ord. #18-31)** for the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent for Michael Willkomm, for the purchase and redevelopment the Truesdell Plaza property located at 8531 and 8601 75th Street to repeal the Truesdell Plaza Planned Unit Development (PUD) Ordinance and create a new PUD Ordinance for the redevelopment of the site.

Michael Willkomm, has purchased and intends to redevelop the Truesdell Plaza property located at 8531 and 8601 75th Street and remove the gasoline facility building, canopy and fueling stations and underground fuel tanks and construct a new Rocket Wash facility. The existing western multi-tenant building on the site currently occupied by Merlin Muffler and Martino's Master Dry Cleaners will remain. The property is currently zoned B-2, Community Business District, C-1, Lowland Resource Conservancy District (wetlands) and the entire site is located within a PUD, Planned Unit Development Overlay District. The existing Truesdell Plaza Planned Unit Development is being repealed (Ord. #18-30) and a new PUD Ordinance (Ord. #18-31) for the redevelopment of the site is being created as further discussed below.

On June 11, 2018, the Plan Commission conditionally approved a Conditional Use Permit including Site and Operational Plans and a Digital Security Imaging System (DSIS) Agreement and DSIS Easement for the redevelopment of the site.

The Rocket Wash facility will allow customers to stay in their vehicles as the vehicle is being washed. The total wash time is approximately two (2) minutes. After the vehicles exit the car wash building there will be 20 vacuum stalls for their use on the east side of the building. The car wash facility is proposed to be open from 7:00 a.m. to 9:00 p.m. Monday thru Saturday and 7:00 a.m. to 8:00 p.m. on Sundays. The facility may be closed on certain holidays. It is estimated that there will be an average of 300 vehicles entering facility per day.

The site will be equipped with fully functioning and operational security cameras outside of the building covering each entrance and exit, all public areas, the parking lots and the driveway entrance to the site with a DSIS in accordance with the requirements of Chapter 410 of the Village Municipal Code and the DSIS Agreement as approved by Plan Commission on June 18, 2018.

Pursuant to the Site and Operational Plan application, 20 employees (15 full time and 5 part time employees) are proposed to be employed at this facility. It is anticipated that there will be 2-6 employees during the hours the facility is open with the largest number at any one time of 6 during peak times.

The other uses on the site that will remain include Merlin Muffler which occupies 3,850 square feet with 7 employees **according to their business license and Martino's Master Dry Cleaners**, which occupies 1,000 square feet with 3 employees according to their 2018 business license.

The plans indicates that there will be 48 parking spaces including four (4) handicapped accessible parking spaces to service all uses on the property and 20 spaces for vacuuming and cleaning cars after exiting the car wash. Nine (9) parking spaces including two (2) handicapped parking spaces are provided on the north side of the building for Merlin **Muffler and Martino's Dry Cleaning**. In the rear of this building there are additional 19 parking spaces for employees of all three uses on the site. The amount of parking provided on the site is adequate to service the uses of the site.

Access to STH 50 pursuant to the Wisconsin Department of Transportation (WI DOT) long range Access Management Plan, indicates that the existing median and access locations to this site and the adjacent sites on STH 50 are being modified. The WI DOT Plan indicates that the full median left turn access from the site will be eliminated and no left turn from the site onto STH 50 will be allowed. In addition, one (1) shared STH 50 access will be provided for Willow Pointe Plaza (to the east and this development) with cross access to Rocket Wash. This one access STH 50 will also provide for access to the property to the west of Merlin Muffler. The Rocket Wash site has

provided cross access to the properties to the east and west adjacent to STH 50 and has provided a 2nd cross access on the south side of the property to the west. These cross access easements have been recorded at the Kenosha County Register of Deeds Office in 1995 and 1999.

Zoning Text Amendment: On November 5, 2001, the Village Board adopted the Truedell Plaza Commercial Planned Unit Development (**Ord. #01-47**). This existing PUD Ordinance is proposed to be repealed) and a new **Rocket Wash/Merlin Muffler/Martino's Dry Cleaning** PUD Ordinance is proposed to be created for the property. The new PUD Ordinance (**Ord. #18-31**) includes existing requirements that are still applicable to the site from the previous PUD and new requirements based on the new development plans. The following dimensional variations included in the new PUD Ordinance:

- Two principal buildings will be allowed on the property, the old PUD allowed for three.
- A detached trash enclosure will be allowed for the car wash building and the other **building's** trash enclosure will remain attached.
- The existing PUD (to be repealed) allowed the for a zero foot pavement setback to the east property line. This is being amended in the new PUD to require a minimum setback of 3 feet. There is existing green space on the adjacent property that will remain. The new PUD will also allow a 10 foot setback to the west property, 20 foot to the rear property line and 10 feet from the property line adjacent to STH 50.
- The existing PUD (to be repealed) allows for Merlin Mufflers space not exceed 130 square feet **and Martino's space not to exceed 20 square feet** of total Aggregate Permitted Background Commercial Sign Area. The new PUD will allow Merlin Mufflers **and Martino's** to have the same amount of signage and will allow Rocket Wash to have 150 square feet pursuant to the current sign requirements.

As a result of these modifications the following community benefits have been identified for this unified commercial development including: maintaining cross access to the properties to the east and for the future development to the west as shown on the plans and extending recorded cross access easements to the property to the west; making minor color modifications to the Merlin Muffler building to integrate with Rocket Wash; sharing one primary monument sign for the three (3) uses on the property; adding landscaping on the east side of the development to mitigate any noise issues; and installing and maintaining the required digital imaging system for the property pursuant to Chapter 410 of the Village Municipal Code.

On June 11, 2018, the Plan Commission held a public hearing and recommends that the Village Board approve the **Zoning Text Amendments (Ord. #18-30 and Ord. #18-31)** as presented.

ORDINANCE # 18-30

**ORDINANCE TO REPEAL THE
TRUESDELL PLAZA PLANNED UNIT DEVELOPMENT ORDINANCE
PURSUANT TO SECTION 420-137 OF THE VILLAGE ZONING ORDINANCE FOR THE
IN THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that **Chapter 420 Attachment 3 Appendix C Specific Development Plans #5 for the Truesdell Plaza Planned Unit Development Ordinance** is hereby **repealed**.

Adopted this 18th day of June, 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane C. Snell
Village Clerk

Posted: _____

30- Delete Truesdell PUD
CODE1804-004

ORD. #18-31

**ORDINANCE TO CREATE
THE ROCKET WASH/MERLIN MUFFLER/MARTINO'S DRY CLEANING
PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE PURSUANT TO
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, to create **Rocket Wash/Merlin Muffler/Martino's Dry Cleaning Planned Unit Development (PUD)** pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

ROCKET WASH/MERLIN MUFFLER/MARTINO'S DRY CLEANING PLANNED UNIT DEVELOPMENT

- a. It is the intent that the **Rocket Wash/Merlin Muffler/Martino's Dry Cleaning development (hereinafter referred to as the "DEVELOPMENT")**, will provide for commercial structures, improvements and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of proper maintenance on a regular basis for the structures, sanitary sewer, water, storm sewer and storm water basins, landscaping, street trees and street terrace areas, parking areas, sidewalks/pedestrian walkways, security cameras, lighting, signage, garbage dumpster enclosures, and overall site so as to promote an attractive and harmonious commercial development area and work to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located in the Village of Pleasant Prairie as well as avoids unreasonable adverse effects to the surrounding properties.
- b. Legal Description: The property included is located at 8531 and 8601 75th Street is in U.S. Public Land Survey Section 9, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-092-0176.
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
 - (ii) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Site and Operational Plans and Conditional Use Permits, which may be approved by the Village within the DEVELOPMENT on file with the Village. (Due to the change in use, Conditional Use Permits #01-14, #01-14 as amended and #14-01 are no longer applicable to this DEVELOPMENT.)
 - (iii) The DEVELOPMENT, including but not limited to, the building, signage, fence(s), garbage dumpster enclosures, landscaping, irrigation, parking lot(s), exterior site lighting, public street trees and terrace areas etc., and the DEVELOPMENT as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This maintenance shall also include the daily picking up and

disposal of trash and debris which may accumulate on the sites within the DEVELOPMENT. Annually, or more frequent if necessary, compliance inspections will be performed to verify that the site, development, building, landscaping and signage are being maintained in compliance with the Village approved Site and Operational Plans and Village Ordinance requirements. Dead site landscaping and diseased street trees and plantings shall be removed and replaced each year per the approved Landscape Plans; site landscaping shall be watered, trimmed and maintained; signage and fencing shall be repaired and repainted as needed; street terrace areas shall be irrigated, weeded and mowed regularly; parking lot and building lighting and DSIS camera system screening all uses in the DEVELOPMENT shall be operable and maintained; all structures, trim, and building architectural details shall be cleaned, repainted, fixed, and repaired on a regular basis; and the parking lots shall be surfaced and pedestrian/driveway pavement directional markings and parking lot striping shall be repainted on a regular basis.

- (iv) The DEVELOPMENT shall be in compliance with a Digital Security Imaging System Agreement (DSIS) and DSIS Access Easement as approved by the Village.
- (v) The owner shall install and maintain additional landscaping on the east side of the property (within the property and easement on the adjacent property to mitigate any noise issues related to the vacuum area within the DEVELOPMENT.
- (vi) All buildings and site alterations and modifications, including general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (vii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc., as approve by the Village.
- (viii) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT or any lot is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized for vehicular and pedestrian cross-access in order to allow and facilitate the movement of vehicular traffic within the DEVELOPMENT.
- (ix) Compliance with the Cross Access Easements as recorded at the Kenosha County Register of Deeds Office (Document #986030 as recorded on March 10, 1995 and Document #1163399 as recorded on October 26, 1999). Furthermore these easement areas shall not be blocked or used for queuing cars for any uses within the DEVELOPMENT. During peak car washing periods at the carwash facility, cones shall be placed and an employee shall be stationed the northwest corner of the facility directing and maintaining the queuing line as shown on **(Exhibit 1)** to ensure that the cross access easement area is not blocked and traffic does not back up onto STH 50.

- (x) Delivery vehicles and trucks shall be temporarily parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
 - (xi) There shall be no roof mounted or sidewalk displays of merchandise or any other items, including temporary or permanent signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
 - (xii) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
 - (xiii) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, person, landscaping, vehicle, roof-top, or the ground unless expressly permitted by the Zoning Ordinance.
 - (xiv) No tenant advertising sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the properties or public right-of-ways for the purposed of advertising the businesses, sales for special offers of the service or retail businesses.
 - (xv) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times and garbage pick-up times for the B-2 District.
 - (xvi) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. The DEVELOPMENT shall be checked and cleaned up daily for litter and debris, which shall be promptly disposed.
 - (xvii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots.
 - (xviii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
- d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:
- (i) Section 420-119 I (5) related detached accessory building/trash enclosure standards in the B-2 District is hereby amended to read as follows:
 - (5) Detached accessory trash enclosure is allowed for the Rocket Wash building. The accessory trash enclosure for the Merlin Muffler/**Martino's building shall be attached to this building.**
 - (ii) Section 420-119 J (1) and (2) related to number of principal and detached accessory buildings/trash enclosures in the B-2 District is hereby amended to read as follows:

- (1) Number of principal structures per lot: Two
 - (2) Number of detached accessory buildings and/or detached trash enclosures: 1 (trash enclosure for the Rocket Wash facility may be detached from the principal building).
- (iii) Section 420-48 L related to setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) is hereby amended to read as follows:
- L. Parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be a minimum of 3 feet from the east property line, 10 feet from the west property line, 20 feet from the south property line, and 10 feet from the property line adjacent to the property line adjacent to 75th Street.
- (iv) Section 420-78 K (1) related to aggregate permitted background commercial advertising sign area is hereby amended to read as follows:
- (1) The total aggregate permitted background commercial advertising sign area allowed for each tenant space is as follows:
 - Rocket Wash building: 150 square feet
 - Merlin Muffler tenant space: 130 square feet
 - Martino's Dry Cleaning tenant space: 20 square feet**

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this 18th day of June 2018.

VILLAGE OF PLEASANT PRAIRIE

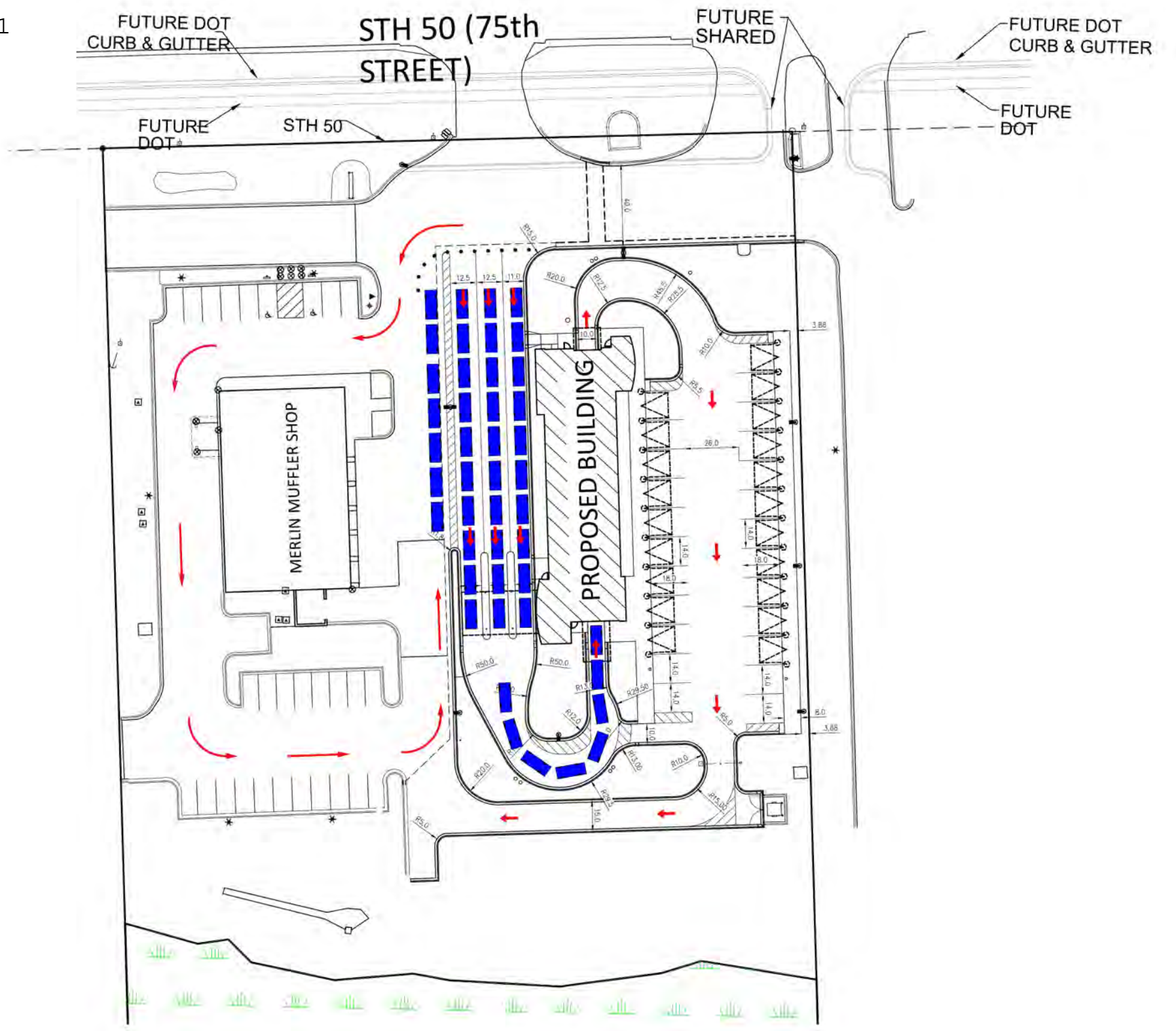
John P. Steinbrink
Village President

ATTEST:

Jane C. Snell
Village Clerk

Posted: _____
31-rocket wash pud
CODE1804-004

Exhibit 1





ZONING TEXT 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: 8531 75th Street

Legal Description: Pt. NW 1/4 Sec. 9-1-22

Tax Parcel Number(s): 91-4-122-092-0176

Amend Section(s): See Attached PUD Request Letter of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

To allow a uniform commercial development with enhanced traffic circulation, access, and signage.

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

If another type of Zoning Text Amendment is being proposed, then include the proposed language of the Zoning Text Amendment being requested.

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: Steve Schuler

Signature: [Signature]

Address: 8531 75 ST
Pleasant Prairie, WI 53158
 (City) (State) (Zip)

Phone: 262-694-3797

Fax: _____

Email: SchulerSteve@yahoo.com

Date: 4/13/2018

APPLICANT/AGENT:

Print Name: Nelsen, Maissen Barber / Mark D. Eberle

Signature: [Signature]

Address: 1458 Horizon Blvd STE 200
Racine WI 53406
 (City) (State) (Zip)

Phone: 262-634-5588

Fax: 262-634-5024

Email: meberle@nmbosc.net

Date: 4/13/18



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

April 13, 2018

Ms. Jean Werbie - Harris
Village of Pleasant Prairie
9915 – 39th Avenue
Pleasant Prairie, WI 53158

RE: Willkomm Rocket Wash
Planned Unit Development (PUD) Overlay Request
File No. 2018.0051.01

Dear Jean:

Willkomm Development, LLP., the Developer of the above-referenced project, is hereby requesting a Zoning Text Amendment and Planned Unit Development (PUD) overlay for their proposed Rocket Wash development to be located at 8531 75th Street on the site of the former Truesdell Mini-mart. As part of this amendment, Willkomm Development is specifically requesting the following "Dimensional Variances" from the current Village of Pleasant Prairie Code of Ordinances:

- 1) Chapter 420-48 L.1.d.1. (Parking Lot and Circulation Requirements) to allow a zero foot (0') setback between Merlin Muffler Shop located on the west half of the site and the proposed Rocket Wash development in lieu of the required ten feet (10').
 - Reason for Variance is to allow for shared access to both establishments (similar to the existing layout) providing for convenient ingress and egress as well as improved traffic circulation.
- 2) Chapter 420-120 I. 5. (Detached Accessory Structures Prohibited).
 - Reason for Variance is to allow for an onsite masonry trash enclosure to be constructed detached from the primary structure a required to keep the site secure while providing convenience access to the enclosure for refuse removal.
- 3) Chapter 420-78 (General Sign Regulations) to allow for increased building wall signage.
- 4) Chapter 420-30 (Principal and Accessory Structures and Uses) to allow multiple principal structures to be located on a single parcel.



Ms. Jean Werbie - Harris
Willkomm Rocket Wash
Planned Unit Development (PUD) Overlay Request
April 13, 2018
Page 2

In recognition of the requested dimensional variances, the developer is proposing to provide the following enhancements:

- 1) External Digital Imaging Security Systems (DSIS) for each new commercial business constructed within the development.
- 2) Enhanced Architectural Design Elements.
- 3) Enhanced Site Landscaping.

If you have any questions or comments, please contact me at your earliest convenience.

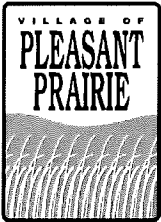
Sincerely,



Mark D. Eberle, P.E.

MDE/kmw
Enclosures

Cc: Michael Willkomm, mwillkomm@willkomms.com



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 checked="" 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 checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Building Alteration <input type="checkbox"/> New Tenant

Name of Business: Rocket Wash - Pleasant Prairie

Site Address: 8531 75th Street Suite #: _____

Tax Parcel Number: 91-4-122-092-0176

Zoning District(s): B-3

Name of Development: Willkomm's Rocket Wash

Estimated Date of Occupancy: November 15, 2018

Detailed Description of the Proposed Project and Use:

We wish to raze the existing fuel islands and convenience store and build a new 130' long car wash. The new wash building will allow customers to stay in their vehicles as they are being washed. Total wash time is approx. two (2) minutes. After a vehicle exits the car wash building, we will have twenty (20) vacuum stalls.

Detailed Description of Company:

Rocket Wash is a brand of the Willkomm Companies. Willkomm Companies has been a local petroleum company for three generations. Shorty Willkomm started the company in 1946. Jim and Mike Willkomm are the sole owners today.

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: 169,100 sq. ft. Lot Area: 3.88 ac.
Building Area: 11,227 sq. ft. Building Height: 20 ft.
Tenant Area: N/A sq.ft.
Addition Area: N/A sq. ft. Addition Height: N/A ft.
Total Impervious Surface Area: 90,618 sq. ft.
Total Landscape Area: 78,339 sq.ft. Site % of Open Space 46 %

ON-SITE PARKING/TRAFFIC INFORMATION

Total # of parking spaces (on-site): 48
Total # of regular parking spaces (on-site): 44
Total # of handicapped accessible spaces (on-site): 4
Total # of truck parking spaces (on-site): 0
Total # of dock doors: N/A
Anticipated automobile trips to and from the site (excluding trucks):
Number of daily average trips: 300 Maximum number of daily trips: 1,000
Anticipated truck trips to and from the site:
Number of daily average trips: 1 Maximum number of daily trips: 3

OPERATIONAL INFORMATION

Hours (Open to the public): 7am - 9pm Mon.- Sat. 7am - 8pm Sun.
Delivery hours: All open hours

EMPLOYMENT INFORMATION

Proposed total number of full-time employees: 15
Proposed total number of part-time employees: 5
Number of shifts: 2
Total of number of employees per shift: 1st 2-6, 2nd 2-6, 3rd N/A
Largest number of employees on site at any one time: 6

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: 60

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:

- Factory Group F-1 (Moderate-hazard) _____ sq. ft.
- Factory Group F-2 (Low-hazard) _____ sq. ft.
- Storage Group S-1 (Moderate-hazard) _____ sq. ft.
- Storage Group S-2 (Low-hazard) _____ sq. ft.
- Business Group B _____ sq. ft.
- High-Hazard Group H _____ sq. ft.
- Other _____ sq. ft.

Types and quantities of goods and materials to be made, used or stored on site:

N/A

Types of equipment or machinery to be used on site:

N/A

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:

N/A

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:

See attached operational plan narrative

Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts:

See attached operational plan narrative

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).

WI DSPS Plumbing Permit, WISDot work in Hwy Right-of-Way, Village of Pleasant Prairie Erosion Control Permit

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.

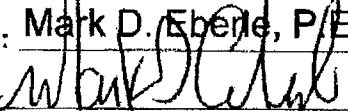
I (We), hereby certify that all the above statements and all attachments submitted with this application are true and correct to the best of my knowledge, and I (We) further understand that the following shall apply:

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: Steve Schuler
Signature: 
Address: 8531 75th St
Pleasant Prairie, WI 53158
(City) (State) (Zip)
Phone: 262-694-3797
Fax: _____
Email: SchulerSteve@yahoo.com
Date: 4/13/2018

APPLICANT/AGENT:

Print Name: Mark D. Eberle, P.E.
Signature: 
Address: 1458 Horizon Blvd STE 200
Racine WI 53406
(City) (State) (Zip)
Phone: 262-634-5588
Fax: 262-634-5024
Email: meberle@nmbsc.net
Date: 4/13/18

TENANT CONTACT:

Print Name: Michael Willkomm
Signature: _____
Address: 717 s sylvania
sturtevant wi 53177
(City) (State) (Zip)
Phone: 262.898.8488
Fax: 262-884-6539
Email: mwillkomm@willkomms.com
Date: 4/12/2018

Willkomm Rocket Wash - Operational Plan

Pleasant Prairie, WI

- a- Rocket Wash will be a 130' long car wash tunnel. Customers stay in the car during the wash. Total wash time is approximately two (2) minutes. We do not anticipate any adverse impacts on the neighboring properties. We believe we are going to enhance the visual aesthetics of the neighborhood.
- b- I believe I covered the detailed description of the project and activity above.
- c- Building will be approx. 3,900 sf.
- d- Hours of operation will be 7:00am – 9:00pm Monday – Saturday and 7:00am – 8:00pm on Sunday. All deliveries will be made during business hours.
- e- We anticipate employing 15 part-time people and 5 full-time.
- f- Typically run two shifts with 2-6 employees per shift.
- g- Maximum anticipated employees on site at any time is 7.
- h- We do not plan on persons assembling on site
- i- I don't know the number of required parking spots.
- j- Will have a total of 48 parking spaces. 44 conventional and 4 handicapped. More if required.
- k- We anticipate an average of 300 trips per day and approx. 1,000 maximum.
- l- We anticipate an average of 1 truck and a maximum of 3 trucks per day.
- m- The only materials we anticipate storing on site is 5-6 barrels of car wash soap and 1-2 barrels of car wax.
- n- Car washing foam and soft cloth material will be used along with 23 ambient air blowers for drying vehicles.
- o- Dirt off of vehicles will be collected in separator tank.
- p- The separator tank will be pumped out every few months as needed by an off-site vendor like PATS.
- q- Security will consist of locks on all doors, area pole lights and digital video surveillance system.
- r- We will use a daily, weekly and monthly check-list to maintain the building and area in clean and neat appearance. Owners are on-site at least twice weekly and usually daily.
- s- I do not anticipate any adverse impacts to the neighbors. Owner will be on site frequently and easily accessible to discuss any potential conflicts.
- t- I do not have any Kenosha County, State or Federal permits or approvals for this site yet.



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406
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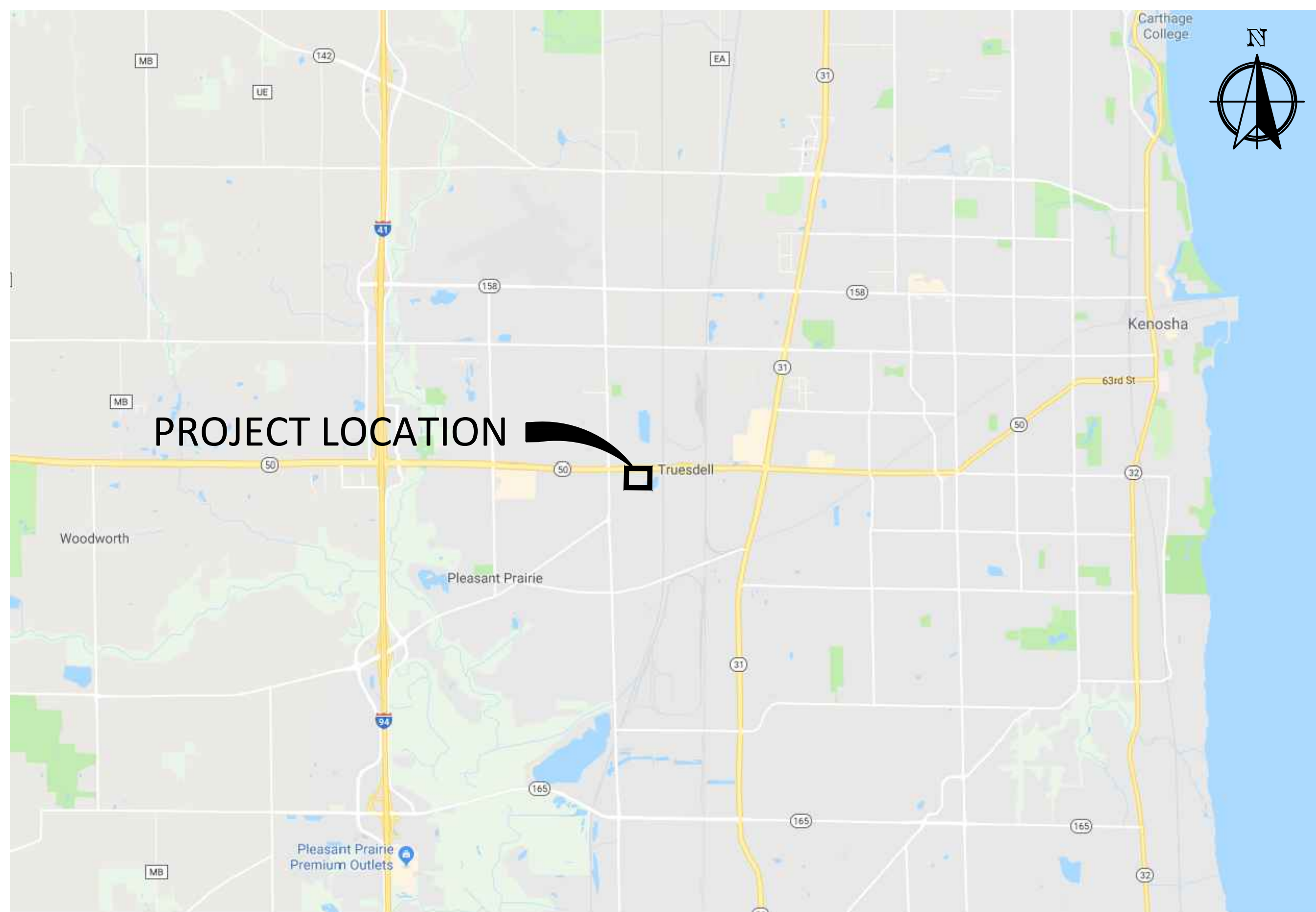
CONSTRUCTION PLANS
for
WILLKOMM ROCKET WASH
SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS
for
WILLKOMM DEVELOPMENT, LLP.
8531 75TH STREET
Pleasant Prairie Wisconsin



KENOSHA



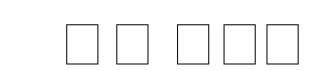
Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		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		



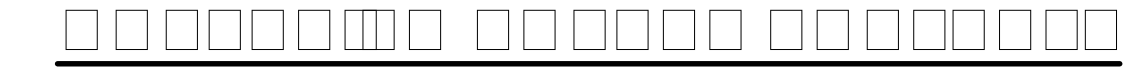
PROJECT LOCATION



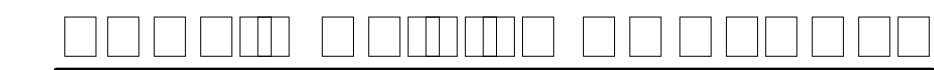
Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS TOPOGRAPHIC SURVEY	C-2
SITE DEMOLITION PLAN	C-3
DIMENSIONED SITE PLAN	C-4
SITE GRADING, DRAINAGE & EROSION CONTROL PLAN	C-5
PAVEMENT GRADING PLAN	C-6
SITE UTILITY PLAN	C-7
STORM SEWER PLAN	C-8
PAVEMENT MARKING & SIGNAGE PLAN	C-9
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-10 thru C-13
SITE LIGHTING PLANS	E-1 thru E-4
SITE LANDSCAPE PLAN	L-1



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- WI DEPARTMENT OF NATURAL RESOURCES
ELAINE JOHNSON
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- BUILDING INSPECTION DEPARTMENT
SANDRO PEREZ
- BUILDING INSPECTION SUPERINTENDENT
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SOUTHEAST REGION
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- SPECTRUM
ROBERT TUNUTA
UTILITY COORDINATOR
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MIKE TOYEK
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EMAIL: mt1734@att.com
- NATURAL GAS EMERGENCY: (800) 261-5325
ELECTRICAL EMERGENCY: (800) 662-4797
- TDS TELECOM
SOUTHEAST WISCONSIN
OFFICE: 877-483-7142



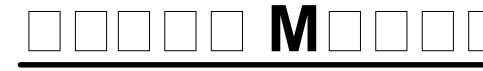
BASE LINE	BL	INVERT ELEVATION	IE
LONG CORD OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	C&G	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISHED GRADE	FG	POINT OF VERTICAL 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	STM
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 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

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- TOP NUT OF HYDRANT LOCATED NORTH OF MERLIN 200,000 MILES SHOP PARKING LOT. ELEVATION: 704.94
- CHISEY "SQUARE" CUT IN LIGHT POLE BASE LOCATED 30' NORTH OF EXISTING SOUTHERN BERM. ELEVATION: 700.88

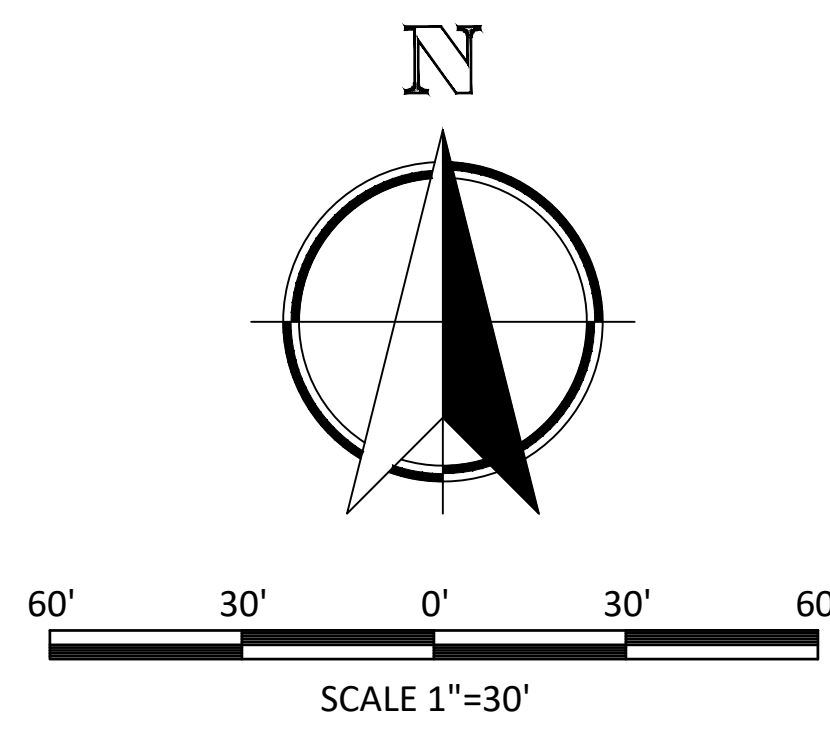
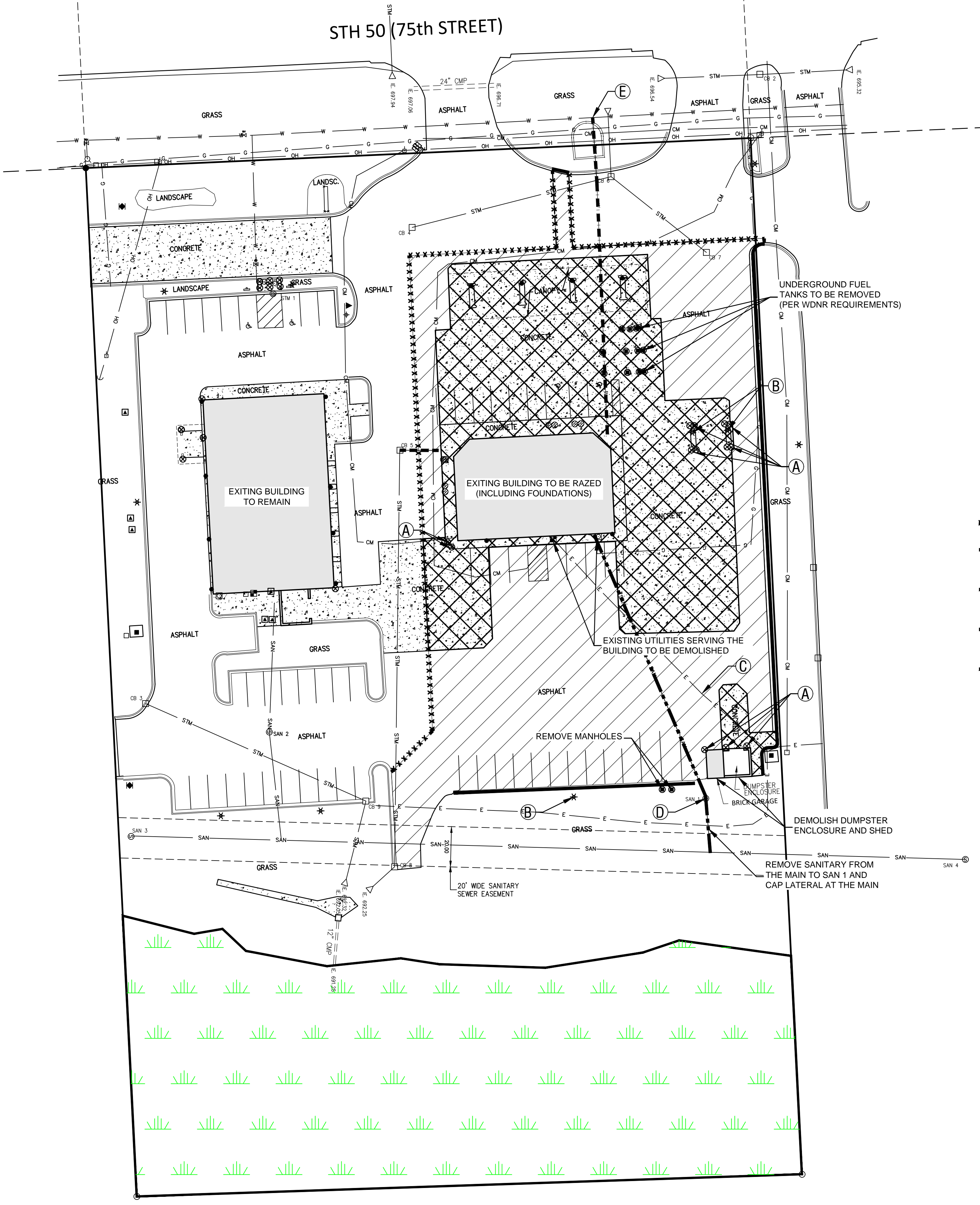
WILLKOMM ROCKET WASH
SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS
FOR
WILLKOMM DEVELOPMENT, LLP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

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ISSUE FOR REVIEW - 5-11-2018

Friday, May 11, 2018 7:33:05 AM



SITE DEMOLITION LEGEND

- REMOVE CONCRETE PAVEMENT & BASE (PARTIAL)
- REMOVE ASPHALT PAVEMENT & BASE (PARTIAL)
- SAW CUT PAVEMENT (FULL DEPTH)
- REMOVE CONCRETE CURB AND GUTTER (TO THE NEAREST JOINT)
- REMOVE STORM SEWER (REPAIR OPENING IN STRUCTURE)
- ABANDON SANITARY SEWER (IN PLACE)
- ABANDON WATER MAIN (IN PLACE) (PER SPECIFICATIONS)
- (A) REMOVE STEEL PIPE BOLLARDS
- (B) REMOVE LIGHT POLE & BASE
- (C) ABANDON ELECTRICAL LINE
- (D) REMOVE SANITARY MANHOLE (COMPLETE)
- (E) DISCONNECT WATER SERVICE FROM MAIN AND REMOVE ENTIRE LATERAL IN STH 50 RIGHT-OF-WAY

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

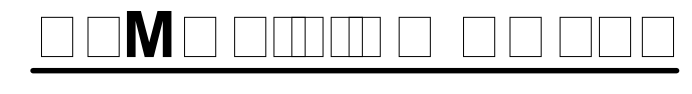
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BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

- LEGEND:**
- | | | | |
|---------------|------------------|-------------------|-----------------------|
| STORM MANHOLE | SANITARY MANHOLE | ELECTRIC PEDESTAL | PAD MOUNT TRANSFORMER |
| CATCH BASIN | SANITARY SEWER | ELECTRIC METER | COMMUNICATION BOX |
| STORM SEWER | HYDRANT | ELECTRIC LINE | GAS METER |
| DOWNSPOUT | WATER VALVE | POWER POLE | GAS VALVE |
| SUMP HOSE | WATER MAIN | GUY WIRE | FOUND IRON PIPE |
| MON. WELL | MISC. MANHOLE | HVAC | SET IRON PIPE |
| | | | OVERHEAD WIRES |
| | | | WATER CONTROL VALVE |



THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL AT A LOCATION APPROVED (BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LAND SURVEYOR AND ENGINEER OF RECORD ASSUME NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDING PRIOR TO DEMOLITION (OR MODIFICATION).

ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL DIGGERS HOTLINE AT 1-800-242-8511 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATION ACTIVITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE AND MARK ALL UNDERGROUND PRIVATE UTILITIES.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

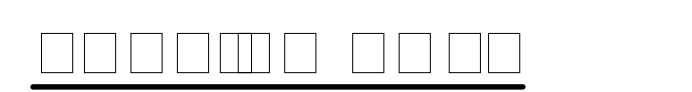
PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS WHERE IT IS NECESSARY AS SHOWN ON THESE CONSTRUCTION PLANS. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND/OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR TO REMOVE ALL EXISTING SIGNS WITHIN PROPERTY LIMITS EXCEPT FOR THOSE CALLED TO BE SALVAGED TO THE OWNER OR SALVAGED AND RELOCATED.

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE OWNER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE OWNER.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.



CONTRACTOR TO LEAVE SUFFICIENT PAVEMENT IN PLACE AT THE TWO ENTRANCES TO ALLOW FOR ACCESS TO MERLIN MUFFLER SHOP AND WILLOW POINT PLAZA. THIS PAVEMENT SHALL ACT AS THE "TRACKING PAD" FOR THE PROJECT AND BE KEPT CLEAN AT ALL TIMES.

Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS

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

WILKOMM ROCKET WASH
 FOR
 SITE DEMOLITION PLAN
 WILKOMM DEVELOPMENT, LLP.
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

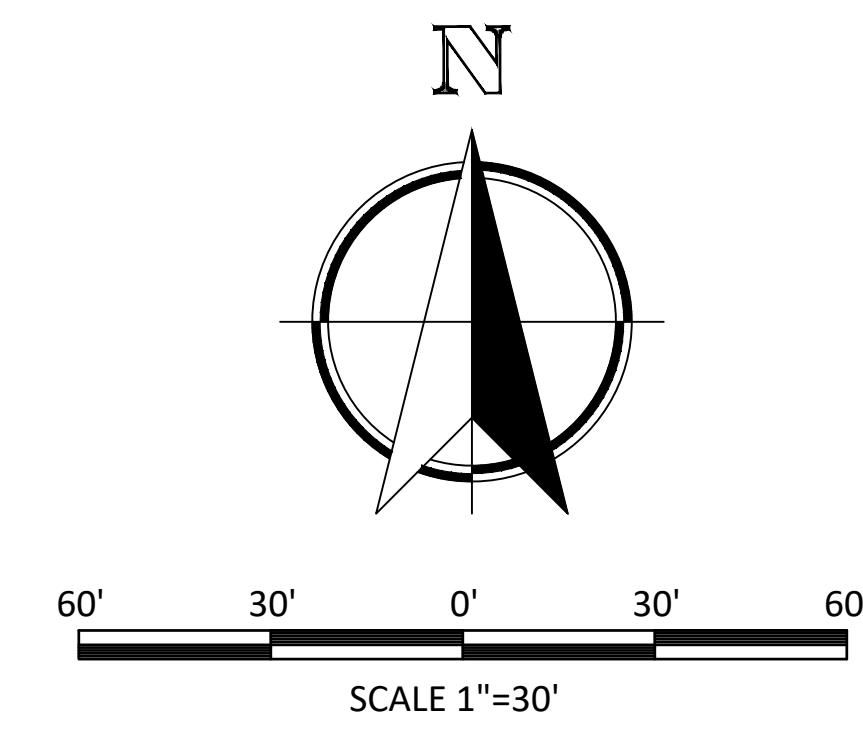
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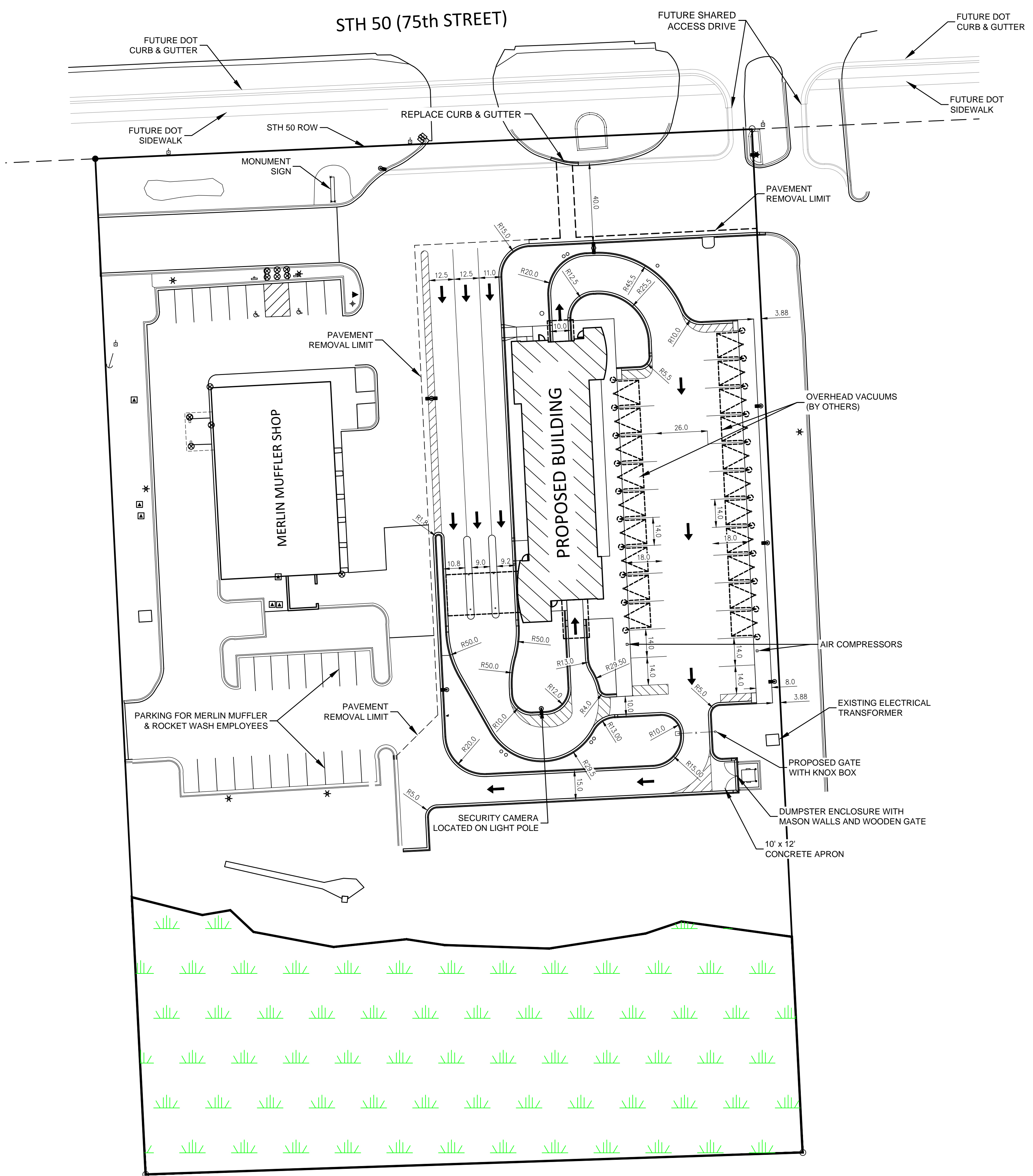
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WILKOMM ROCKET WASH
DIMENSIONED SITE PLAN
FOR
WILKOMM DEVELOPMENT, LLP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



SITE DATA

PARCEL NUMBER:	91-4-122-092-0176
ZONING PROPOSED:	B-2
EXISTING LAND USE:	GAS STATION / AUTO REPAIR SHOP
EXISTING FLOOD ZONE:	NOT IN A FLOOD ZONE
DEVELOPMENT TYPE:	COMMERCIAL
PROPOSED BUILDING USE:	CAR WASH
EXISTING IMPERVIOUS SURFACE	
EXISTING BUILDING/ENCLOSURE	12,264 S.F.
EXISTING CONCRETE	27,553 S.F.
EXISTING ASPHALT	54,567 S.F.
TOTAL IMPERVIOUS SURFACE AREA	94,387 S.F. = 2.17 AC (55.9%)
TOTAL GREEN SPACE AREA	74,716 S.F. = 1.71 AC (44.1%)
TOTAL PARCEL AREA	169,100 S.F. = 3.88 AC
PROPOSED IMPERVIOUS SURFACE	
BUILDING/ENCLOSURE	11,227 S.F.
PROPOSED CONCRETE	47,567 S.F.
PROPOSED ASPHALT	31,824 S.F.
TOTAL IMPERVIOUS SURFACE AREA	90,618 S.F. = 2.08 AC (53.6%)
TOTAL GREEN SPACE AREA	78,339 S.F. = 1.80 AC (46.4%)
APPLICANT/DEVELOPER:	WILKOMM DEVELOPMENT, LLP 717 S. SYLVANIA AVE STURTEVANT, WI 53177 262-898-8488
SURVEYOR/CIVIL ENGINEER:	NIELSEN, MADSEN + BARBER 1458 HORIZON BOULEVARD SUITE 200 RACINE, WI 53406 262-634-5588



UTILITY NOTE

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PLANT SCHEDULE

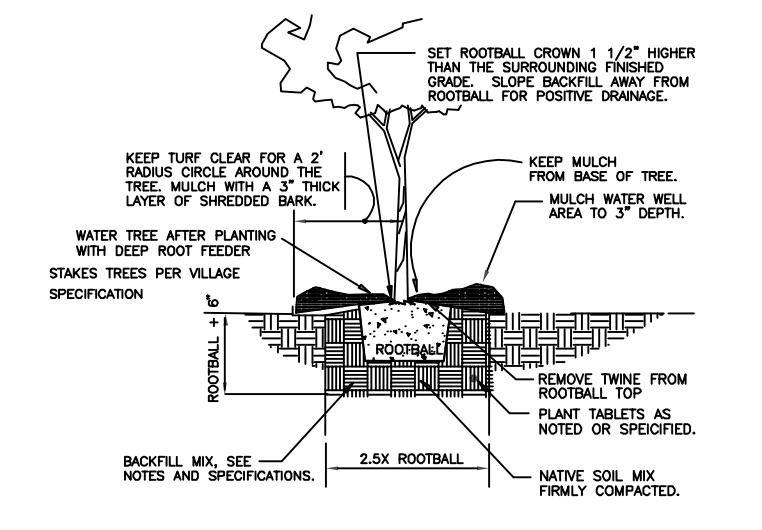
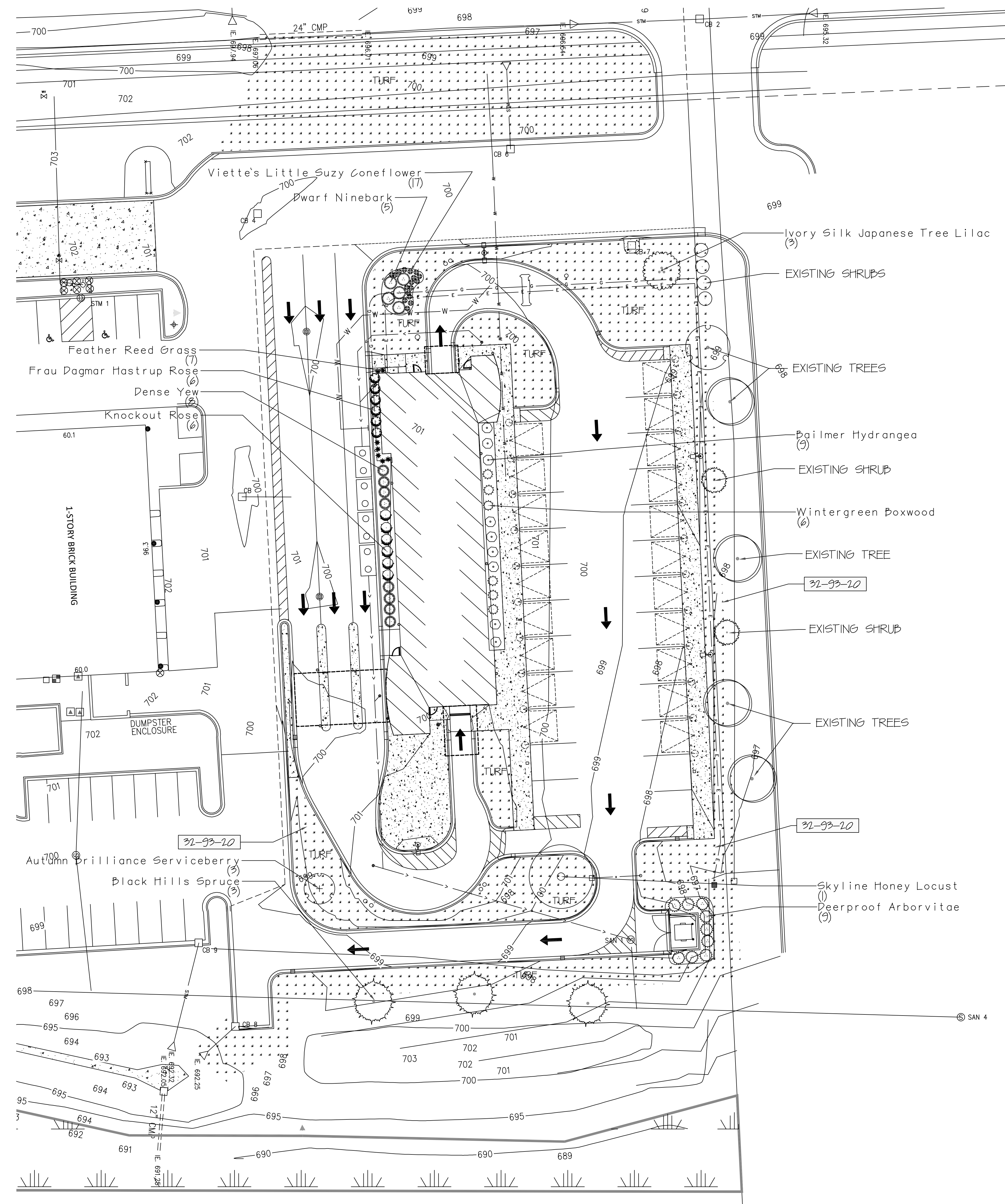
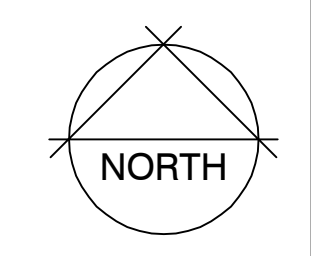
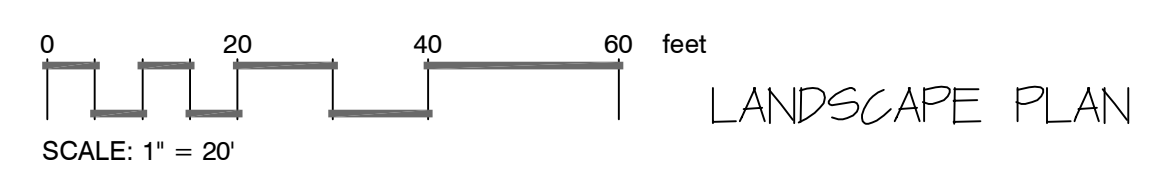
TREES	COMMON NAME / BOTANICAL NAME	CONT.	SPR.	QTY
AME BR	Autumn Brilliance Serviceberry / Amelanchier canadensis 'Autumn Brilliance'	2"	2' gal	1
GT4	Skyline Honey Locust / Gleditsia triacanthos 'Skyline'	2"	2' gal	1
SYR NP	Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk'	2"	2' gal	1
EVERGREEN TREES	COMMON NAME / BOTANICAL NAME	CONT.	CAL.	QTY
PC DEN	Black Hills Spruce / Picea glauca 'Densata'	2"	2' gal	3
SHRUBS	COMMON NAME / BOTANICAL NAME	SIZE	FEED	QTY
HYD DR	Palmier Hydrangea / Hydrangea macrophylla 'Endless Summer'™	5 gal	2	2
PHY LIT	Dwarf Ninebark / Physocarpus opulifolius 'Little Devil'™	5 gal	5	5
RDS DAG	Frau Dagmar Hastrup Rose / Rosa x 'Frau Dagmar Hastrup'	5 gal	6	6
RDS RZ	Knockout Rose / Rosa x 'Knockout'™	5 gal	6	6
ANNUALS/PERENNIALS	COMMON NAME / BOTANICAL NAME	SIZE	FEED	QTY
RD VZ	Viette's Little Suzy Coneflower / Rudbeckia fulgida speciosa 'Viette's Little Suzy'	1 gal	17	17
GRASSES	COMMON NAME / BOTANICAL NAME	SIZE	FEED	QTY
CAL KAZ	Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster'	1 gal	7	7
FIELD EVERGREENS	COMMON NAME / BOTANICAL NAME	SIZE	FEED	QTY
BUX WS	Wintergreen Boxwood / Buxus microphylla 'Wintergreen'	2"	2' gal	6
TAX DEN	Dense Yew / Taxus x media 'Densiformis'	2"	2' gal	6
THU DEE	Deerproof Arborvitae / Thuja plicata 'KLMtIVE'™	5"	2' gal	9

REFERENCE NOTES SCHEDULE

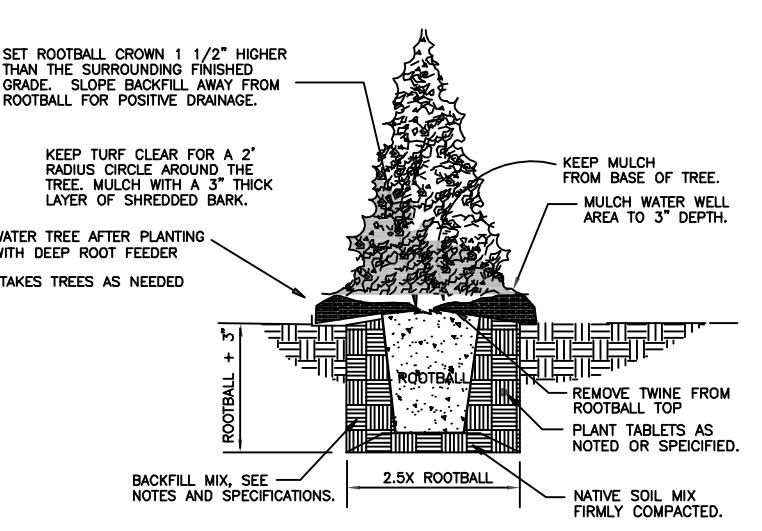
SYMBOL	PLANTING DESCRIPTION	QTY
32-22-22	TURF-SEED AND DN EROSION BLANKET	3200 SY
SYMBOL	PLANTING ACCESSORIES DESCRIPTION	QTY
32-25-01	EDGE, SHAVEL CUT BED EDGE, 4" DEPTH-SEE DETAIL	102 LL

GENERAL LANDSCAPE NOTES:

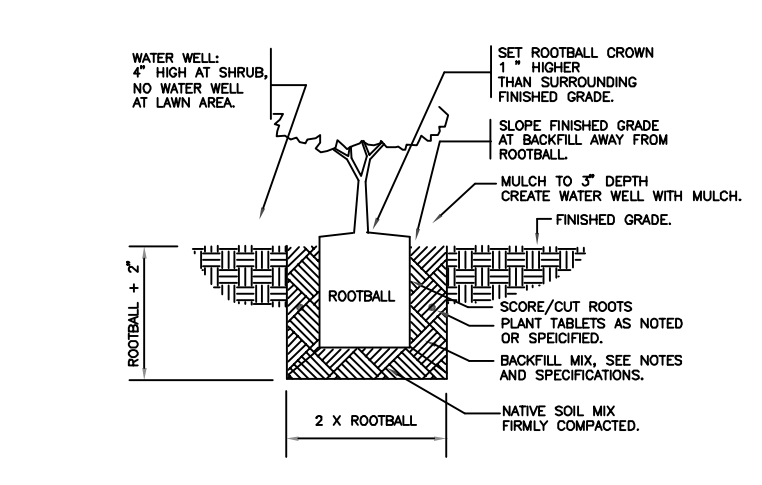
- Topsoil return to depth of 4" minimum is by excavating contractor. Berms (if applicable) are by others. Returned topsoil to have no rock larger than 1", construction debris and/or roots in the soil. Contact general contractor if soil is not acceptable for proper plant growth.
- Always contact Diggers Hotline (800-242-8511) or JULIE BII (or 1-800-892-0123) before proceeding with any work.
- Landscape contractor is required to visit the site and review all civil plans related to the project. The civil plans take precedence over the landscape plans.
- Plant material to be of the highest quality available and should not include # 2 grade trees, evergreens or shrubs. Landscape contractor is to verify plant quantities due to changes in the overall phase I landscape plan.
- Labeled plants have precedence over the plant table. Verify quantity with a hand takeoff of the plan. Any substitutions of plant type, quantity or size must be approved by city forester.
- Planting beds shall receive a 3" layer of high quality non-dyed shredded hardwood mulch. 3" diameter tree rings shall be installed around all trees and evergreens in the turf areas. Perennial and annual beds shall receive between a 1-2" layer of shredded bark mulch.
- Spade cut plant beds and tree rings with a 4" deep shovel cut.
- Perennial and annual beds to have a 2" layer of compost mulch incorporated 6" deep into the planting bed before installation of plants.
- Seeded lawn areas to have high quality Bluegrass seed blend for sunny areas, shade areas to have a Bluegrass and Fescue blend of seed. See civil plans for turf restoration. Apply a 10-10-10 starter fertilizer after turf has germinated. Follow manufactures direction on fertilizer application rates.
- Sodded turf (if applicable) to be installed in staggered fashion with tight joints. Sod to be rolled and watered to a depth of 3-4" immediately upon laying of the turf. Stake sod on slopes of less than 3:1 grade. Peat sod is not acceptable.
- Erosion blanket shall be installed on seeded slopes with a grade of 3:1 or less. 30 day single net, double net or Turf Reinforcement Mats shall be installed per the required use. Follow manufactures stapling guidelines to ensure proper stabilization. Install erosion blanket for dormant seed applications (after November 1st) or mid-summer installations or where ever applicable to promote healthy turf establishment.
- Landscape contractor is responsible to maintain the site for a period of 45 days after substantial completion of project. This will include watering, mowing of turf areas as needed, weeding plant beds, maintaining a clean site and other activities to ensure proper growth of the landscape.
- If an irrigation system is not installed a temporary irrigation system shall be set up for a period of 30 days to water lawn areas. Install drip irrigation for plant beds. Install timers that will enable the new turf areas to receive enough water to properly germinate seed. Owner to provide access to water from outside of building to facilitate proper watering. Seed areas may require additional time for proper establishment.
- Warranty of plants, trees, evergreens, shrubs shall be for a period of 18 months from date of substantial completion. Perennials, ornamental grasses, annuals shall be guaranteed for one (1) growing season. One replacement will be required of each dead plant at the end of the warranty period.



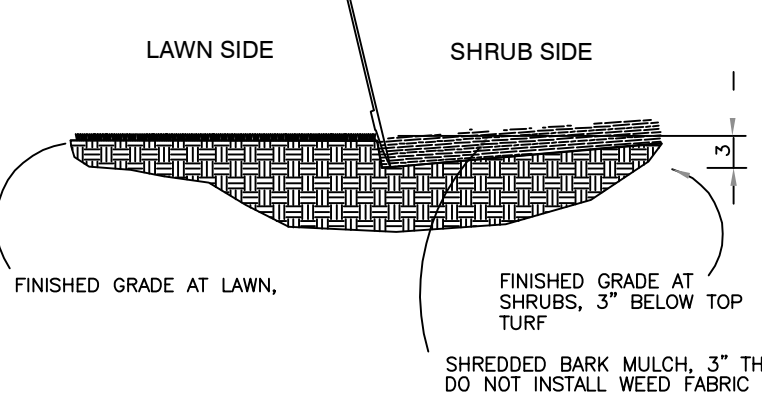
100 TREE PLANTING DETAIL
 1" = 1'-0"



102 EVERGREEN PLANTING DETAIL
 1" = 1'-0"



103 SHRUB PLANTING
 1" = 1'-0"



201 SHOVEL CUT BED EDGE
 5" = 1'-0"

Customer **Michael Willkomm**
Location **8531 75th St - Kenosha, WI**
Date **03/30/18**
Revision **3**

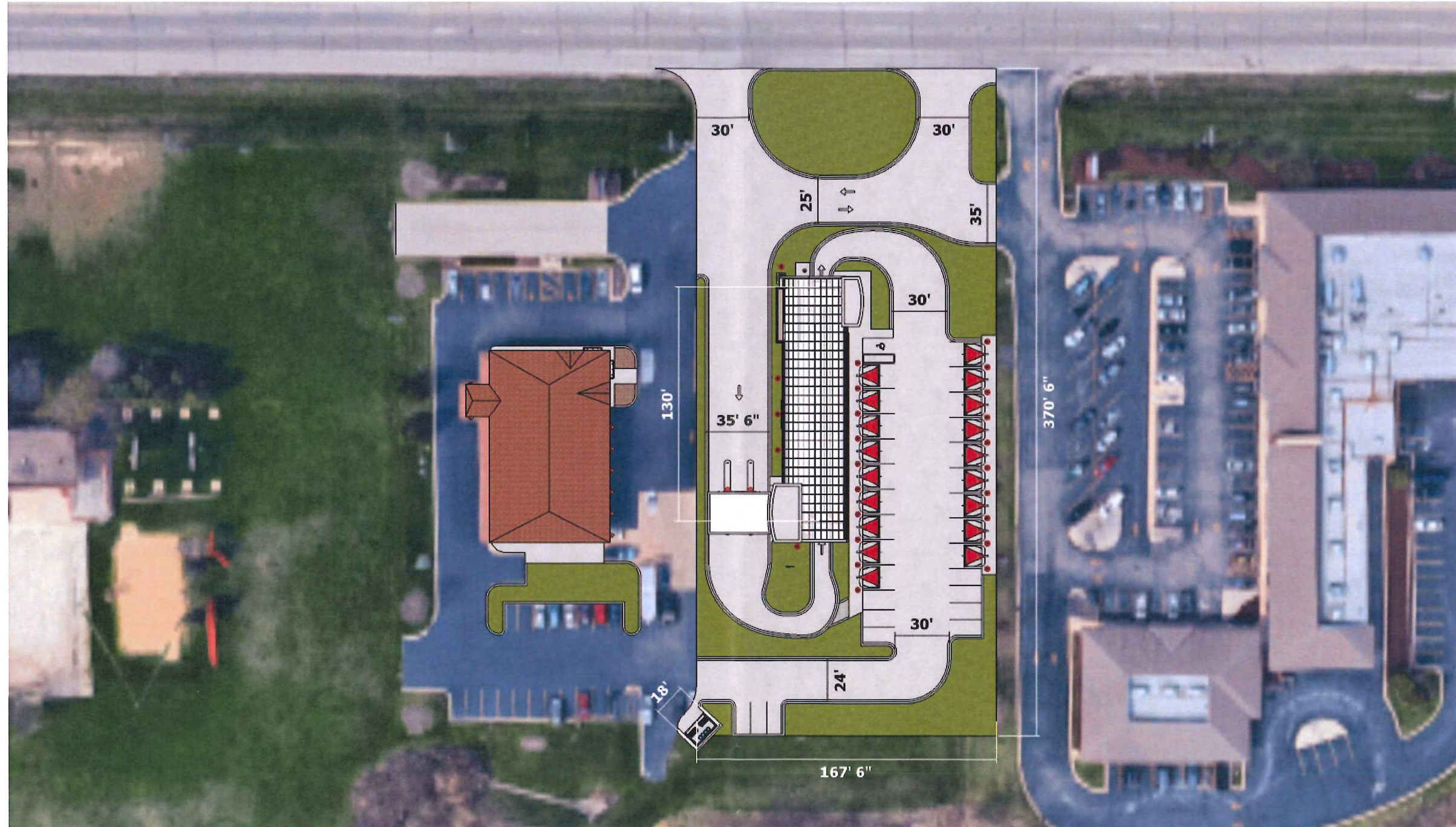
Confidential Warning: This sheet contains and constitutes confidential information, images and trade secrets of Tommy Car Wash Systems. Any unauthorized use or disclosure of any portion thereof, is strictly prohibited. This work is the exclusive property of Tommy Car Wash Systems. All rights reserved.



Customer
Location
Date
Revision

Michael Willkomm
8531 75th St - Kenosha, WI
03/30/18
3

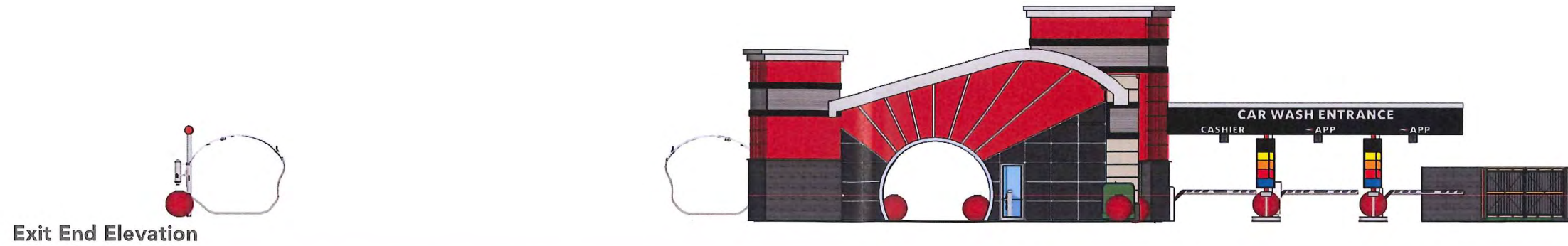
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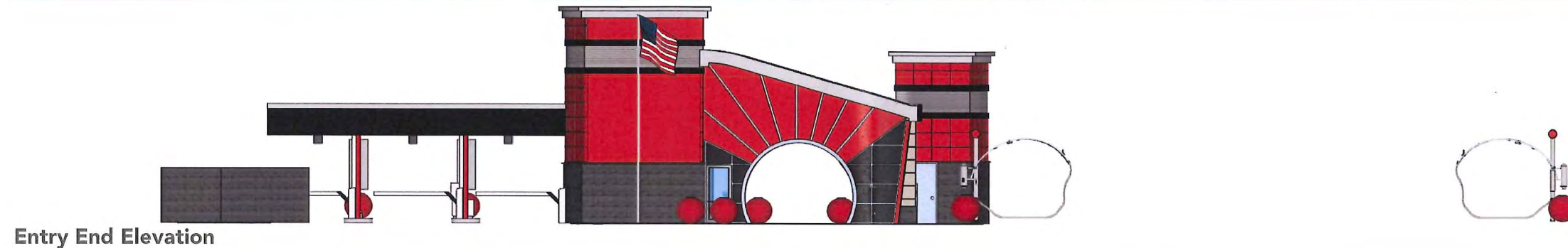
Site Plan

Customer **Michael Willkomm**
Location **8531 75th St - Kenosha, WI**
Date **03/30/18**
Revision **3**

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Exit End Elevation



Entry End Elevation



Front Elevation



Back Elevation

Customer
Location
Date
Revision

Michael Willkomm
8531 75th St - Kenosha, WI
03/30/18
3

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Customer **Michael Willkomm**
Location **8531 75th St - Kenosha, WI**
Date **03/30/18**
Revision **3**

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ORDINANCE # 01-47

**ORDINANCE TO AMEND SECTION 12.26-4
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE
KENOSHA COUNTY, WISCONSIN
RELATING TO THE TRUESDELL DEVELOPMENT PUD**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 12.26-4 (l) 5 of the Village Zoning Ordinance is hereby created to read as follows:

5. TRUESDELL PLAZA PLANNED UNIT DEVELOPMENT (PUD)

a. It is the intent that the Truesdell Plaza Development (Development) will provide for development and uses on the property as legally described below in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the basic underlying B-3, Highway Business and C-1, Lowland Resource Conservancy Districts; that the Development will not be contrary to the general health, safety and welfare and economic prosperity of the Village; and that the structures, landscaping, parking areas, architectural design and materials, lighting, general site development and signage for the Development shall be properly maintained and general site development will result in an attractive and harmonious commercial retail area, which will operate as a uniform commercial business development and will not adversely affect the property values of the surrounding properties. **(Exhibit A)**.

b. Legal Description:

Tax Parcel Number 91-4-122-092-0176-0: Part of the NW 1/4 of the NW 1/4 of Section 9 Township 1 North, Range 22 East Commencing 505 feet West of NE corner of said 1/4 1/4 SEC then West 330 feet then South 660 feet then East 330 feet then North 660 feet to the POB excluding the ROW 75th Street in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

The above legally described parcels shall herein be referred to as the "DEVELOPMENT".

i. The DEVELOPMENT shall be in compliance with all Federal, State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (l) 5 c below. Additionally, all portions of the Village's General

Zoning and Shoreland/Floodplain Zoning Ordinance (Village Zoning Ordinance) not modified by this Planned Unit Development (PUD) shall apply to the DEVELOPMENT.

- ii. The DEVELOPMENT shall be in compliance with the Truesdell Commercial Development Declaration of Development Standard's and Protective Covenants provided as **Exhibit B**, recorded for this DEVELOPMENT at the Kenosha County Register of Deeds Office.
- iii. The DEVELOPMENT will be developed in two (2) phases as described below and as shown on **Exhibit A**.
 - (1) Phase I includes the existing a 4,000 square foot Truesdell gasoline station/convenience store—Building 1; and a 5,578 square foot building with three (3) leasable tenant spaces and 27 parking spaces—Building 2.
 - (2) Phase II includes a 5,670 square foot retail building with one or multiple tenants spaces and 34 parking spaces—Building 3.
- iv. The gasoline station/convenience store within the DEVELOPMENT dispenses diesel fuel; however, the DEVELOPMENT shall not be used for or operate as a truck terminal or truck stop. No trucks, trailers or similar vehicles shall be parked overnight or shall be parked or stored within the DEVELOPMENT for longer than one (1) hour.
- v. The four (4) cross-access points as shown on **Exhibit A** shall be kept permanently open to allow for the free flow of traffic between this DEVELOPMENT and adjacent properties lying to the east and west. Two (2) cross access easements shall interconnect with the Willow Point Retail Center to the east, and two (2) cross access easements shall interconnect with a future commercial property to the west. At such time that Phase II of the DEVELOPMENT is constructed, the rear cross access easement to the east

shall be executed and at such time the vacant land to the west is developed, the front and rear cross access easements to the west shall be executed by the Truesdell Plaza property owner(s), agents or assigns to allow for access from the Development to the adjacent properties, including during construction.

- vi. The DEVELOPMENT shall be in constructed and operate in compliance with the approved Site and Operational Plans on file with the Village and as conditionally approved by the Plan Commission on October 22, 2001.
- vii. The DEVELOPMENT shall be in compliance with Conditional Use Grant Document #01-14 as recorded at the Kenosha County Register of Deeds Office.
- viii. No exterior building modifications or site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made without an amendment of the aforementioned Village approved Site and Operational Plans. Sign changes, modifications, alterations, or panel replacements may occur within the DEVELOPMENT but only subject to the Village's Sign Ordinance regulations.
- ix. Buildings 1, 2 and 3 and all exterior additions, remodeling or alterations to any of the buildings within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development. No alterations or modification to these colors or materials shall be made without the Village's approval. In no instance shall the brick or stone materials be painted. Specifically, the following specifications shall be used:
 - Face Brick – Glen-Gery Brick, Lightweight Series St. Cloud, LW Modular
 - Split Face Block – Seneca Series, Color: Autumn Brown #WB 102 produced by Waukesha Block Company
 - Mortar: Western W-12 Tundra Colored
 - Cast Stone Headers

- Concealed Seam Metal Siding, Aluminum Gutters, Downspouts and Fascia – Pac-Clad Petersen Aluminum, Color: Sierra Tan
 - Roof Shingles – Elk Premium Roofing, Prestique Premium Laminated Shingles: Color: Shakewood
 - Doors shall be painted to match the Pac-Clad Petersen Aluminum, Color: Sierra Tan.
 - Door and Window trim Pac-Clad Petersen Aluminum, Color: Medium Bronze
- x. The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property or building ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another party(s) or entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development and shall be maintained as a unified development.
- c. Specific modifications to the Village Zoning Ordinance and regulations and specific requirements:
- i. The DEVELOPMENT and associated structures shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:
- (1) Section 12.22-3 2 (f) 4 shall be amended to allow for three (3) principal structures to be located within the DEVELOPMENT on one Village tax parcel property.
 - (2) Section 12.25-1 i) 3 entitled, “Wetland Setback” shall be modified to allow for the parking lot located at the southeastern corner of the Development site adjacent to Building #3 to be setback a minimum of nine (9) feet as measured from the back-of-the parking lot curb to the wetland boundary as field delineated by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) on August 23, 2001. The wetland staking is valid for a period of five (5) years. Therefore, any improvements, modifications or alterations to the site proposed after August 23, 2006 will require the re-verification of the wetlands by the

SEWRPC or other agency approved by the Village to verify wetland locations.

- (3) Section 12.13-3 e. entitled "PARKING REQUIREMENTS" shall be modified to allow a zero (0) foot setback (as measured from the east property line to the back-of-curb/edge-of-pavement) to facilitate the existing on-site vehicular traffic circulation within the DEVELOPMENT.
- (1) Section 12.14-U 11 b. entitled, "Aggregate Permitted Background Commercial Sign Area" shall be modified for the DEVELOPMENT as follows:
 - (a) The maximum Aggregate Permitted Background Commercial Sign Area for Building #1 including the Canopy over the gasoline pumps shall not exceed 175 square feet.
 - (b) The maximum Aggregate Permitted Background Commercial Sign Area for Building #2 shall not exceed 225 square feet. Specifically, Tenant Space A shall not exceed 130 square feet, Tenant Space B shall not exceed 75 square feet, and Tenant Space C shall not exceed 20 square feet.
 - (c) The maximum Aggregate Permitted Background Commercial Sign Area for Building #3 shall not vary from the requirements of Section 12.14 U 11 b of this Ordinance unless this PUD is modified by the Village with respect to the allowable square footage of signage for Building #3.

ii. The Development May Request Amendments:

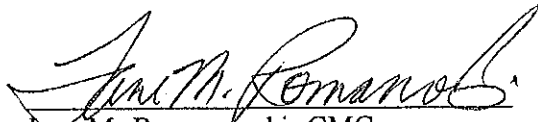
- (1) The PUD regulations for the DEVELOPMENT may be amended pursuant to Section 12.02-11 of the Village Zoning Ordinance.

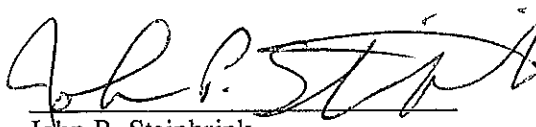
Truesdell Plaza Commercial PUD
Zoning Text Amendment
12.26-4 (1) 5

- (2) A complete application for an amendment to this PUD shall be filed by the owner(s) of said property.

Adopted this 5th day of November 2001.

ATTEST:


Jane M. Romanowski, CMC
Village Clerk

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

Posted: 11/27/01

Exhibit "B"

DECLARATION OF DEVELOPMENT STANDARDS AND PROTECTIVE COVENANTS

Document No.

Document Title

DOCUMENT NUMBER

1241485

RECEIVED
REC'D BY STAMMERS/JUNEN
R E C O R D E D
At Kenosha County, Kenosha, WI
Louise I. Principec, Register of Deeds
on 11/05/2001 at 3:45PM
\$45.00
RECEIVED

Recording Area

Name and Return Address

Davison, Mulligan & Schiltz, Ltd.
1207 55th Street
Kenosha, WI 53140

45'

91-4-122-092-0175-0

91-4-122-092-0180-0

Parcel Identification Number (PIN)

(Rev. 11/5/01)

TRUESDELL PLAZA COMMERCIAL DEVELOPMENT
Declaration of Development Standards and Protective Covenants

THIS DECLARATION is made as of the 5th day of November, 2001, by Ronald and Carol Schuler, adult residents of the State of Wisconsin who reside at 8940 43rd Avenue, Kenosha, Wisconsin (the "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 Truesdell Plaza Commercial Development, consisting of approximately _____ acres, shown on the attached Exhibit A which is made a part hereof;

WHEREAS, it is the Developer's intent to develop the lands depicted on the attached Exhibit A which is made a part hereof, of Truesdell Plaza Commercial Development for business, commercial, retail, and other approved purposes, of various uses, to be known as Truesdell Plaza Commercial Development (the "Premises"); and

WHEREAS, the Developer desires that development of the Premises accomplish the following purposes:

- (a) To provide for development and use which is structurally, architecturally and aesthetically acceptable to the Developer in its sole discretion;
- (b) To ensure that any Buildings or Structures are constructed of materials acceptable to the Developer in energy efficiency, appearance, quality and design;
- (c) To provide for adequate off-street parking and loading facilities, proper spacing between driveways, sign controls, landscaping, surface drainage, and property maintenance on individual Building Sites; and
- (d) To provide for development and maintenance that will preserve and enhance the value of the Premises, and generally benefit the Developer and the Village; and
- (e) To ensure that the Village ordinance, rules, regulations, and other such laws and or procedures and other requirements are adhered to with respect to the Premises.

WHEREAS, to accomplish these purposes, it is the Developer's intent to subject the Premises to conditions, covenants, restrictions, easements, liens, charges and other such obligations set forth in this Declaration of Development Standards and Protective Covenants (hereinafter "Declaration") and the final plat (the "Covenants"), each of which is and are for the benefit of such Premises, and shall pass with ownership of such property and each and every parcel or portion thereof and shall apply to and bind successors in interest; the Developer and the

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Village further intend to retain the right (but not the obligation) to enforce the Covenants with respect to any existing or future use of the Premises or any part thereof upon assigns, lessees, licensees, invitees, successors in interest and personal representatives;

NOW THEREFORE, the Developer hereby declares that the Premises shall be held, sold, conveyed, occupied, developed, expanded/enlarged and maintained in accordance with the Covenants set forth herein, and these Covenants shall run with the land and shall be binding upon any party having any right, title or interest in or to any part or parcel of the Premises, their heirs, assigns, lessees, licensees, invitees, successors in interest, and personal representatives until these Covenants are terminated in accordance with the provisions hereof.

ARTICLE I Definitions

Unless the context otherwise requires, the terms used herein have the following meanings:

- 1.1 Architect. The term "Architect" shall mean a person duly licensed as an architect under the laws of Wisconsin or any other state acceptable to the Developer.
- 1.2 Building. The term "Building" shall include both the main portion of any building or buildings on the Premises, as previously approved by the Developer, and all projections and extensions thereof, including but not limited to platforms, docks, eaves, canopies, walls and screens.
- 1.3 Building Site. The term "Building Site" or "Site" shall mean any area within the Premises and used in conformance with these Covenants and the statutes, regulations, codes and ordinances of the State of Wisconsin, County of Kenosha and the Village.
- 1.4 Common Elements. The term "Common Elements" shall mean all personal property, easements, fixtures, structures and improvements for the common use, benefit and enjoyment of the Developer and Lessees.
- 1.5 Developer. The term "Developer" shall mean Ronald and Carol Schuler or any person or organization which shall be assigned the right to enforce these Covenants as set forth herein.
- 1.6 Truesdell Plaza Commercial Development Master Grading and Drainage Plan. The term "Truesdell Plaza Master Grading and Drainage Plan" (the "Grading Plans") shall mean the last set of plans approved by the Village and adopted by the Developer describing the grading and drainage pattern and system of the Premises together with any future revisions to said plans, which plans and revisions shall be available for review at the office of the Developer.
- 1.7 Engineer. The term "Engineer" shall mean a person duly licensed as a professional engineer under the laws of Wisconsin or any other State acceptable to the Developer.

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1.8 Detention/Holding Basins. The term "Detention/Holding Basins" (the "Storm Water Detention Areas") shall mean areas of open water or areas designated to hold water, whether permanent or seasonal, natural or man-made, forming part of the Premises' drainage system as described and designated as such on the Grading Plans.

1.9 Improvements. The term "Improvements" shall mean any man-made changes in the natural condition of the Premises or Building Site including, but not limited to, Buildings, Structures, or other construction of any kind, (whether above grade, below grade, or on the land surface), fences, walls, signs, additions, alterations, screen enclosures, sewer mains, water mains, storm sewers, drains, disposals, lakes, waterways, roads, paving, sidewalks, utilities, grading, landscaping and exterior illumination, and shall expressly include any changes in existing Improvements.

1.10 Municipality. The term "Municipality" shall mean the Village of Pleasant Prairie.

1.11 Occupancy. The term "Occupancy" shall mean the legal right of any person or organization, whether Developer, lessee, tenant, licensee or such person's heirs, assigns, successors in interest or personal representatives, to possess and/or use any Site, Building, Structure or Improvement within the Premises as determined by the issuance of an occupancy permit by the Village, whether or not such right is exercised. "Occupancy" shall occur when the Improvements are sufficiently complete such that they are in compliance with the applicable Village ordinance and state law and can be used for the purposes intended and are also approved by the Developer for such "Occupancy".

1.12 Village Plan Commission. The term "Plan Commission" shall mean the Village's Plan Commission authorized to review and make recommendations a certain final determination regarding land use planning.

1.13 Village Board of Trustees. The term "Board" shall mean the Village Board of Trustees authorized to make certain final determinations on land use planning and zoning decisions.

1.14 Site Plan. The term "Site Plan" shall mean a comprehensive site and operational plan and written narrative describing the development of a Building and Building Site as described in Section 4.1.

1.15 Structure. The term "Structure" shall mean an above-ground Improvement.

ARTICLE II

General Purposes, Conditions and Permitted Uses

2.1 General Purpose. The Premises are subject to the Covenants to insure the best use and the most appropriate development and improvement; to protect against such improper use of the Premises as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Premises; to provide for entrances to the Premises; to guard against erection of poorly

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designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Premises; to encourage and secure the erection of attractive Buildings with appropriate locations on Building Sites; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and adequate free space between Structures; to encourage, secure and maintain attractive and harmonious landscaping of Building Sites and open areas within such Building Sites; and in general to provide adequately for a high type and quality of improvement on the Premises.

2.2 Land Use and Building Type. No portion of the premises shall be used in any other manner other than as expressly agreed upon between the Developer and the Village.

2.3 Architectural Control. No building, fence, wall, driveway, deck, side walk, landscaping, signage, lighting or any other Structure, Building or Improvement of any type (including but not limited to antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected or maintained upon any Building or Building Site, nor shall any exterior addition or improvement to or change or alteration on any Building or Building Site (including without limitation repainting or landscaping changes on existing Buildings or Building Sites for which plans have previously been approved) be made until the plans, specifications and building plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described herein 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 Developer.

2.4 Compliance with Zoning. All Building Sites within the Premises shall be developed in conformance with the Village ordinance and or other federal and state laws, rules and regulations (hereinafter collectively referred to as "Laws") in effect as of the date of application for all required approvals.

2.5 Nuisances. No noxious or offensive trade or activity, whether or not permitted by applicable zoning, shall be carried on within the Premises, nor shall anything be done which is or may become an annoyance or nuisance to adjacent Occupants within the Premises, or which is inconsistent with these Covenants or other governmental or private restrictions applicable to the Premises. Violation of these Covenants shall constitute a nuisance under this section and this Declaration.

2.6 Hazardous Waste. Notwithstanding anything to the contrary in these Covenants and/or applicable zoning, no storage of hazardous or toxic waste, or discharge of such waste into the sanitary system or surface drainage system, shall be permitted within the Premises. Any party violating this provision, whether intentionally or negligently, hereby agrees to indemnify the Developer and the Village against any and all liability and costs arising from such violation, including reasonable attorneys fees.

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2.7 Acceptance of Dedications, Restrictive Covenants and Declarations. Every Lessee hereby accepts the dedications and agrees to be bound by these restrictive covenants running with the land.

ARTICLE III

Site Specifications and Requirements

3.1 Setbacks and Building Heights. All Buildings, Improvements and/or Structures constructed on a building site shall comply with the then applicable Village ordinance as the same may be amended from time to time.

3.2 Easements, Dedications and Restrictive Covenants. The minimum front or street setback, shore yard, side yard rear yard, wetland yard and other setback areas ("Setback Areas") are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, the Premises. No Improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by Article VII hereof and subject to any additional restrictions as set forth herein.

The Premises shall be subject to any easement, dedications, restrictive covenant and any other recorded restrictions granted or hereafter to be granted by the Developer or its successors or assigns to the Village 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, access and maintenance purposes and for other purposes, and for sewer mains, water mains, storm water improvements, gas mains, water pipes and mains and similar services, for performing any public or quasi-public utility function or other function that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Premises. No Building or Improvement shall 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.

ARTICLE IV

Site Plans/Development

4.1 Site Plan. No Improvements, Buildings, Structures or modifications of any kind or degree to existing Improvements, Buildings, Structures shall be made or constructed upon a Building Site until a detailed Site Plan of the entire Building Site, with a common scale not smaller than 1"=40', is reviewed and approved, in writing, by the Developer or designated representative. Improvements, Buildings, Structures shown on such Site Plan shall include, but not be limited to:

- (a) All finished grade levels;
- (b) All Buildings and other Structures, showing the setbacks required by Section 3.6;
- (c) Sidewalks and driveways (including types of materials);

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- (d) Parking areas (including types of materials);
- (e) Loading areas (including types of materials);
- (f) Utility and storage areas (including types of materials);
- (g) Lawns and landscape areas (including types of materials);
- (h) Stormwater areas;
- (i) Fences (including heights and types of materials);
- (j) Building and Parking area lights (including types);
- (k) Areas of fill or cut;
- (l) Storm water drainage plans, drainage basin map and drainage calculations and facilities;
- (m) On-Site sewer, water and other utility locations, sizes and easement locations;
- (n) Location and type of refuse collection facilities;
- (o) All exterior signs and all other signs visible from the exterior of Buildings and Structures;
- (p) Artist rendering of the Building and Building Site together with other applicable illustrations; and
- (q) Any other information as required by the Developer.

ARTICLE V

Architectural Building Plan Review

5.1 Building Plan. No Building or other Structure, or other Improvements, shall be constructed or placed on any Building Site, nor shall any Building or Structure be remodeled, enlarged, relocated or altered, until detailed plans and specifications for such Building, Structure, Improvement or remodeling, alteration or addition thereto, have been reviewed and approved, in writing, by the Developer, which approval may be granted or withheld in the sole discretion of the Developer.

(Rev. 11/5/01)

Building plans shall comply with the following minimum requirements:

- (a) Plans shall be prepared by a Wisconsin Registered and Licensed Architect or Engineer, or as otherwise approved by the Developer, in at least 1/8" = 1' scale;
- (b) Plans shall show Building location(s) within the Building Site; all building sites shall provide for curb and gutter and external storm sewers pursuant to Village requirements;
- (c) Floor plans and building elevations shall show all features and information required by the State of Wisconsin in addition to those required by the Developer;
- (d) Plans shall identify all materials used in the construction of the Building; samples and color charts of all such materials shall be provided to the Developer for approval prior to construction;
- (e) Plans shall show all public and/or private utility connections and storm water drainage systems.
- (f) Any other information as required by the Developer.

5.2 Building Standards. Building, Structures and Improvements shall comply with the following minimum standards and shall be approved by the Developer in its sole discretion:

- (a) The Building, Structures and Improvements shall be designed by a professional Architect or Engineer. No side, elevation or facade of a building or structure is exempt from public view; consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment.
- (b) The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials in percentages of not less than the required percent of the exterior building wall area as shown below, or as otherwise approved by the Developer, provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials:
 - (i) Brick (of not less than 50% of the exterior building(s) wall area);
 - (ii) Architectural precast concrete panels;
 - (iii) Decorative concrete block (for no more than 50% of the exterior building wall area);
 - (iv) Cut stone;

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- (v) Exterior insulation and finish systems such as "Dryvit" or "Stucco";
- (vi) Wood;
- (vii) Other building materials being developed, and to be developed, by the construction industry. The use of such materials will be reviewed by the Developer on a case-by-case basis.

Building materials must be selected for their ability to present a visual statement of a Building as well as providing for structural strength, attractiveness and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Premises as determined by the Developer in its sole discretion.

- (c) Metal trim materials may be used when in keeping with the architectural and aesthetic character, as determined by the Developer, of the Building, Structure and other Buildings and Structures within the Premises.
- (d) All mechanical, electrical, pollution control or waste handling equipment and other such areas, whether roof, pedestal or ground mounted, and any outside solid waste, raw material, inventory, finished product, equipment, fuel storage facility or other storage of any kind, shall be architecturally screened from view using materials identical to and structurally and visibly compatible with, the main Buildings or Structures on the Building Site, or shall be landscape screened in accordance with Article VII. All storage areas shall be screened in accordance with Article VII. All storage areas shall be screened as provided above and shall be hard surfaced with either concrete or asphalt materials within ninety (90) days from the date of Occupancy, or as soon thereafter as weather will permit if such period occurs during winter months.
- (e) All Buildings to be constructed on a Building Site which are to be heated or cooled shall be designed and constructed in an energy efficient manner consistent with sound and prudent design and construction techniques.

5.3 Ancillary Structures. Ancillary Structures will be approved by the Developer only if such Structures are necessary to the principal use of the Building Site, are in architectural and aesthetic conformance with other Building(s) or Structure(s) on the Site and the Premises, are properly screened, meet all requirements of the Declaration and are otherwise satisfactory to the Developer in its sole discretion. No Building or Structure of a temporary nature may be constructed on any Building Site except temporary construction sheds and/or trailers in use during construction. Such sheds shall be promptly removed upon completion of construction and shall in no event remain on the Site for longer than thirty (30) days after completion of said construction.

5.4 Utilities. All utilities serving a Building Site shall be installed underground.

8

DAVISON, MULLIGAN & SCHILTZ, LTD., 1207 55TH STREET, KENOSHA, WISCONSIN 53140
(262) 657-5165 FAX NO. (262) 657-5517 E-MAIL: dmshld@execpc.com
KENOSHA LAKE GENEVA

(Rev. 11/5/01)

ARTICLE VI Drainage

6.1 Drainage Plan. Prior to constructing any Improvements upon a Building Site, the Developer shall submit to and obtain written approval from the Village for said Sites proposed plans describing all drainage facilities upon the Site. The grading of a building site and the location of all roof drain and sump pump discharges must be approved by the Village and must conform to the Grading Plans.

6.2 Conformance with Grading Plan. The Developer shall be responsible for insuring that drainage from each Building Site adheres to the existing drainage patterns as set forth in the

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ARTICLE VII
Landscaping

7.1 Landscaping Plan. The landscaping upon any Building Site shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing, by the Village.

7.2 Landscaping Methods. Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkling systems, foundations, storm run-off detention basins (subject the restrictions set forth above), reflective ponds, and landscape lighting.

7.3 Plant Material. Selected plant material should be indigenous to the State of Wisconsin and provide for a variety of shade trees, evergreen trees and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:

- (a) Disease and insect resistance.
- (b) Hardiness to the area.
- (c) The ability to provide seasonal interest.
- (d) Future maintenance considerations.

7.4 Time for Completion. All landscaping shall be completed prior to occupancy or if approved by the Village within ninety (90) days following Occupancy, or as soon thereafter as weather will allow if such period occurs within winter months. A landscaping bond or letter of credit satisfactory to the Village shall be furnished to the Village in an amount equal to the value of landscaping improvements to guarantee enforcement of this section and which bond shall be released upon completion of the landscaping.

7.5 Maintenance. The Developer shall be responsible for maintaining (which maintenance shall include, whether due to natural causes or by accident or other such loss, without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) all landscaping within the Site as approved on the original plan, together with street trees/plantings in the area between the roadway and the Site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Village. Landscaped areas, materials, fixtures, and Improvements shall be maintained by the Developer, or by Developer's long-term lessee(s) in good condition at all times. Building Sites shall at all times be kept free of weeds, grass clippings, leaves, branches, and other natural debris as well as paper, cans, empty storage drums, crates, pallets, boxes, tires, and other trash or debris.

7.6 Screening. Landscape materials planted, located and oriented for the primary purpose of screening an ancillary Structure or appurtenance or storage, loading or parking area shall be of

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sufficient size to immediately screen a minimum of fifty percent (50%) of such Structure or area and be of a plant type that will provide screening within three (3) years from time of planting.

ARTICLE VIII

Off-Street Parking, Loading and Storage

8.1 Parking and Loading Areas. Off-street parking and loading areas shall be provided on each Building Site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all Site occupants and visitors and shall comply with all relevant Village Laws.

8.2 No On-Street Parking. No motor vehicle, construction trailer or trailer may be parked on any public street within the Premises. All parking shall comply with the requirements contained herein and in accordance with the Village ordinance.

8.3 Hardsurfacing. All parking, loading dock areas and driveway areas must be hardsurfaced with either concrete or asphalt materials in accordance with the Village ordinance and such improvements must be completed prior to the issuance of an occupancy permit. Parking areas shall also be constructed with curb and gutter.

8.4 Drainage. All parking, loading, docking and driveway areas shall be properly sloped and graded to insure positive drainage to common, private drainage facilities, if any, within the Premises or to on-site impoundments, if any, and must also adhere to the Grading Plans. The perimeter of all hardsurfaced areas on the Site shall be edged with a permanent vertical-faced concrete curbing to facilitate such drainage. Curbing shall be constructed to transition with curbs within the public or private right-of-way.

8.5 Setback. No perimeter curbing or hardsurfaced areas shall be constructed closer than twenty (20) feet along the west property boundary lines, except where necessary to afford permanent ingress and egress to the Building Site, and except where there are shared vehicular movement and maneuvering and parking facilities between Building Sites. Any such shared parking facilities must otherwise comply with these Covenants, and must be approved in writing by the Developer.

8.6 No Truck Parking. There will be no semi-tractor truck or trailer parking on the premises except for loading/unloading.

8.7 Location of Loading Areas. Truck and truck-trailer loading, receiving and parking areas shall be located away from the street side(s) of any Building wherever possible, and shall be designed and located so as to confine all truck maneuvering to the Building Site. In addition, all such loading areas shall be given priority with respect to landscape screening.

8.8 Storage of Trailers and Vehicles. Any construction trailers or construction vehicles on said Building Site shall be removed prior to occupancy of any new tenant.

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ARTICLE IX
Signage and Lighting

9.1 Sign Approval. The Developer recognizes the need for signs advertising the identity of Owners and occupants and the businesses they conduct on the Premises and also recognizes that acceptable standards for such signs may change from time to time. All requests for signs on any Building Site within the Premises shall be submitted to the Developer for approval and shall contain detail as to size, location, materials, location of Building address on such sign, color and lighting together with a full color rendering. The Developer may approve or disapprove the request, in writing, or may require that the proposal be altered to fulfill the intent of the Declaration. All decisions regarding signs shall be approved within the sole discretion of the Developer and shall also be subject to applicable Village approval requirements and restrictions.

9.2 Sign Standards. Any sign located within the Premises shall meet the following minimum standards:

- (a) Signs may only advertise the name(s) of the Building occupants.
- (b) Building signs shall be permanently affixed to the face of the Building and shall not flash, pulsate, rotate, or be affixed with moving appurtenances. Roof-top signs are prohibited. Only individual letter signage shall be allowed with internal illumination.
- (c) Smaller signs adjacent to individual tenant entrances and identifying individual tenants or directing traffic may also be allowed at the sole discretion of the Developer.
- (d) All signs must be architecturally compatible to other Improvements.

9.3 Lighting Standards. Lighting on individual Building Sites shall be approved by the Developer and shall adhere to applicable governmental lighting codes and ordinances, as well as the following requirements:

- (a) All exterior lighting shall be energy efficient and shall be located, oriented, and of an intensity to illuminate only the Building Site where located without detrimentally affecting activity on adjacent Sites or traffic on streets and highways.
- (b) Lighting shall not be located on the roofs of Buildings. Any lights affixed to a Building shall be oriented downward at no more than a 45 degree angle from the vertical so as to light only areas of the Site.
- (c) Lights may neither flash, pulsate, nor be so bright as to impair or hinder vision on public streets or adjacent Building Sites. Or otherwise constitute a nuisance in the judgment of the Developer.

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- (d) Mixing of lighting types (i.e. sodium vapor, incandescent, mercury vapor, metal halide) should be avoided.
- (e) Integration of similar lighting fixtures is required.
- (f) All parking lot lighting and other such lighting not attached to a Building or Structure shall conform to the standard determined by the Developer, in its sole discretion
- (g) All plans for lighting must be submitted to the Developer for approval.

ARTICLE X

Other Improvements, Maintenance and Repair

10.1 Improvements Not Specifically Addressed. The construction and placement of Improvements including but not limited to special utilities, antennae, receiving dishes, towers, incidental storage buildings, and other facilities not specifically addressed elsewhere within the Declaration shall require the written approval of the Developer and the Village.

10.2 Maintenance and Repair. All Improvements, Buildings, or Structures on Building Sites shall be kept, maintained and repaired in good condition at all times. Regular maintenance routines shall be followed by Lessees such that the Improvements, Buildings, or Structures continue to be maintained, at all times, as nearly as possible, in the condition set forth in the Site Plans and Building Plans approved by the Developer. Any damage resulting from casualty loss to any Improvements, Buildings, or Structures shall be immediately replaced or repaired by Lessee to their original condition, as nearly as possible.

ARTICLE XI

Area-Wide Benefits

11.1 Right to Enter and Maintain The Developer is hereby granted an easement and consequently shall have the right to enter upon any Building Site, at reasonable notice to the Lessee, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other Improvements. If such Building Site contains public utilities or facilities having an area-wide benefit, which are maintained by the Village, the Village, following prior notification to the Developer, may, if necessary to maintain such facilities in good working order and appearance, enter upon any Building Site 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. No prior notification shall be required for inspection for emergency repairs.

11.2 Right to Assess. The cost of such maintenance, renewal or reconstruction whether by the Developer or the Village may be assessed against all Lessees within the Premises, on a pro rata basis, based on the acreage of real estate leased by said Lessees in relation to the total acreage contained in the last legal description of record on the date such calculation is made. Any

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assessment imposed hereunder shall be a lien against the real property subject to the assessment. Such lien shall be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

ARTICLE XII

Enforcement, Termination, Modification

12.1 Right to Enforce. This Declaration and the Covenants contained herein are enforceable only by the Developer or the Village 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.

12.2 Manner of Enforcement. This Declaration and the Covenants contained herein shall be enforceable by the Developer and its assigns and/or the Village 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;
- (d) Performance of these Covenants by the Developer 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 or the Village describing such default.

12.3 Reimbursement. Any amounts expended by the Developer and/or the Village in enforcing these Covenants, including reasonable attorney fees, and any amounts expended in curing a default shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer 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.

12.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns 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.

12.5 Right to Enter. The Developer and/or the Village shall have the right to enter upon any Building Site within the Premises for the purpose of ascertaining whether the Lessee of said Site is complying with these Covenants, and if the Developer and/or the Village so elects under Section 12.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

12.6 Right to Amend. The Developer may, in its sole discretion and with the approval of the Village, amend this Declaration by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment executed.

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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. Such amendments shall apply to Building Sites owned by the Developer and to any alterations to existing Improvements or new Improvements on all Sites. Such amendments shall take effect upon recording.

12.7 Duration. The Declaration and its Covenants shall run with the land forever and shall continue and inure to the benefit of the Developer and its assigns for a period of one hundred (100) years from the date of recording.

12.8 Addition to or Subtraction from the Premises. The Developer may, in its sole discretion and with the approval of the Village, from time to time subject additional land to the Covenants by recording this document against such land and such additional land shall then be a part of the Premises from and after the date of such recording.

ARTICLE XIII

Miscellaneous

13.1 Invalidity. Invalidation of any of the provisions of these Covenants, 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.

13.2 Captions. The captions of articles and sections herein are for convenience only and are not intended to be part of the Covenants or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

13.3 Recording. Any reference herein to recording a document shall mean recording in the office of the Register of Deeds for Kenosha County, Wisconsin.

13.4 Conflict & Failure to Mention. In the event of a conflict between the provision of this Declaration and the Village ordinance, 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 Building, Structure or Improvement, 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.

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IN WITNESS WHEREOF, the Developer has caused the presents to be executed the day and year first written above.

Ronald Schuler

Ronald Schuler

Carol Schuler

Carol Schuler

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 5th day of November, 2001, the above-named Ronald Schuler and Carol Schuler, to me known to be such persons who executed the foregoing instrument.

[Signature]

Notary Public, Kenosha County, WI
My Commission expires is permanent

This instrument was drafted by
Attorney Jeffrey J. Davison
DAVISON, MULLIGAN & SCHILTZ, LTD.

LEGAL DESCRIPTION:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 1 North, Range 22 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at a point 505 feet West of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said section; thence running West along and upon the North line of said 1/4 section 20 rods; thence South parallel with the West line of said 1/4 section 40 rods; thence East parallel with the North line of said 1/4 section 20 rods; thence North parallel with the West line of said 1/4 section 40 rods to the place of beginning; and lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin; EXCEPTING THEREFROM that parcel conveyed to Kenosha County by deed dated May 22, 1961 and recorded on June 19, 1961 in Volume 581 of Records, Pages 518-19, as Document No. 428246.

Consider approval of the **First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park.**

Recommendation: Plan Commission recommends that the Village Board approve the **First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park** as presented at the June 18, 2018 meeting subject to recording the document at the Kenosha County Register of Deeds Office.

Document Number

Document Title

**THIS FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PRAIRIE
HIGHLANDS CORPORATE PARK** (this “Amendment”) is made as of _____, 2018 (the “Effective Date”), by the **VILLAGE OF PLEASANT PRAIRIE**, a municipal corporation (“Declarant”).

RECITALS

A. Declarant and Haribo of America Manufacturing, LLC recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park dated May 14, 2018 and recorded with the Kenosha County Register of Deeds on May 30, 2018 as Document #1820147 (the “Declaration”) to impose upon the Property (as defined in the Declaration) certain covenants, conditions and restrictions and to create easements to establish a general plan for the improvement, development and use of the Property for manufacturing, limited warehousing, retail, services, research and development and office purposes.

B. Aurora is the purchaser and intends to become the owner, contemporaneous with the execution of this Amendment, of that portion of the Property more particularly described on Exhibit A attached hereto (the “Large Health Care Parcel”) and has requested certain modifications to the Declaration that Declarant has agreed to make as provided in this Amendment.

C. Declarant has the sole right to and hereby amends the Declaration during the Period of Declarant Control as provided in Section 13.2 of the Declaration.

NOW THEREFORE, subject to all of the provisions of the Declaration and this Amendment, Declarant hereby declares that the Large Health Care Parcel shall be held, conveyed, subdivided, platted, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to all of the following covenants, conditions, restrictions and easements in the Declaration, as amended by this Amendment:

1. The following sentence shall be added at the end of Section 1.25 of the Declaration: “The provisions of the attached Exhibit J shall supersede and replace provisions of the Declaration regarding the Large Health Care Parcel to the extent set forth on such Exhibit J.”

Recording Area

Name and Return Address

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Ave., Suite 2350
Milwaukee, WI 53202

91-4-121-244-0407, 91-4-121-241-0601,
91-4-121-244-0602, 91-4-121-241-0701
91-4-121-242-0702

Parcel Identification Number (PIN)

2. Exhibits. Section 17.8 of the Declaration is amended to add a new Exhibit J “Large Health Care Parcel Provisions” which is attached hereto to this Amendment.

[signatures on following page]

DATED as of the day, month and year first above written.

VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Ave., Suite 2350
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF LARGE HEALTH CARE PARCEL

Being a part of Lot 1 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, located in part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 24; thence South 88°50'59" West along the north line of said 1/4 Section 353.39 feet to the west right of way line of 120th Avenue; Thence the following courses along said west right of way line of 120th Avenue: Continuing South 88°50'59" West, 15.02 feet; South 02°16'15" East, 19.87 feet to a point of curvature; Southwesterly 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 23°11'47" West, 253.32 feet; North 55°27'09" West, 20.00 feet to a point on a curve; Southwesterly 258.00 feet along the arc of said curve to the right, whose radius is 623.50 feet and whose chord bears South 46°24'08" West, 256.16 feet; South 31°44'38" East, 20.00 feet to a point on a curve; Southwesterly 168.75 feet along the arc of said curve to the right, whose radius is 643.50 feet and whose chord bears South 65°46'08" West, 168.27 feet to a point of reverse curve; Southwesterly 578.98 feet along the arc of said curve to the left, whose radius is 806.50 feet and whose chord bears South 52°42'56" West, 566.63 feet to the Point of Beginning;

Continuing Southwesterly 467.83 feet along the arc of said curve to the left, whose radius is 806.50 feet and whose chord bears South 15°31'53" West, 461.30 feet to a point of tangency; South 01°05'11" East, 530.24 feet to a point on a curve; thence southwesterly 73.83 feet along the arc of said curve to the right, whose radius is 47.00 feet and whose chord bears South 43°54'49" West, 66.47 feet to a point of tangency; thence South 88°54'49" West, 53.00 feet; thence South 01°05'11" East, 90.00 feet; thence North 88°54'49" East, 73.00 feet to a point of curvature; thence southeasterly 42.41 feet along the arc of said curve to the right, whose radius is 27.00 feet and whose chord bears South 46°05'11" East, 38.18 feet to west right of way line of 120th Avenue; thence South 01°05'11" East along said west right of way line, 500.43 feet; thence South 43°54'23" West along said west right of way line, 65.33 feet to the north right of way line of 104th Street - County Trunk Highway "Q"; thence South 88°59'29" West along said north right of way line, 1136.77 feet; thence South 88°59'13" West along said north right of way line, 106.09 feet; thence North 01°00'47" West, 110.08 feet to a point of curvature; thence Northeasterly 200.52 feet along the arc of a curve to the right, whose radius is 729.50 feet and whose chord bears North 06°51'41" East, 199.88 feet to a point of reverse curve; thence Northeasterly 275.19 feet along the arc of said curve to the left, whose radius is 935.00 feet and whose chord bears North 06°18'14" East, 274.20 feet to a point of tangency; thence North 02°07'40" West, 1679.22 feet; thence North 88°50'59" East, 1115.00 feet; thence South 01°09'01" East, 350.00 feet; thence South 57°51'02" East, 326.46 feet to the Point of Beginning.

EXHIBIT J

LARGE HEALTH CARE PARCEL PROVISIONS

Notwithstanding any provision set forth in the Declaration to the contrary, for so long as Aurora owns the Large Health Care Parcel, the following provisions shall supersede and replace any inconsistent provisions in the Declaration, to the extent provided below, regarding the development and construction of and operations upon the Large Health Care Parcel:

1. Notwithstanding Article VI or Article XV of the Declaration, or any other provision of the Declaration, neither the Declarant, nor the Board, nor the Association, nor the Architectural Committee shall have any right to grant any easement or multi-use path, trail or like encumbrance upon or over the Large Health Care Parcel without Aurora's written consent.
2. With respect to the last paragraph of Section 7.1.4.6 of the Declaration, in the event of a decision by the Architectural Committee regarding the Large Health Care Parcel, Aurora shall have the right to appeal such decision to the Board, whether or not Declarant is appointing the members of the Architectural Committee and the basis for any appeal by Aurora of the Board's decision shall not be limited to only whether the Board's decision was within its authority.
3. Sections 7.3.2 and 7.3.3 of the Declaration shall be modified to the extent of the Village's or Aurora's obligations to perform work in connection with the initial construction upon the Large Health Care Parcel as provided in the initial Development Agreement between the Village and Aurora for such construction.
4. Sections 7.1.6, 7.1.7, 14.7.1 and 14.7.2 of the Declaration shall not apply to construction upon the Large Health Care Parcel. Deadlines for the commencement and completion of construction upon the Large Health Care Parcel and maintenance of the undeveloped Large Health Care Parcel shall be dictated by the initial Development Agreement between the Village and Aurora for the initial construction upon the Large Health Care Parcel and shall be dictated by future development agreements or Village approvals for Improvements subsequent to Aurora's initial construction upon the Large Health Care Parcel.
5. Section 7.4.4 of the Declaration shall not apply to the Large Health Care Parcel.
6. Notwithstanding Section 8.15.3 of the Declaration, an application for rezoning, variance or use permits for the Large Health Care Parcel may be filed contemporaneously for approval with the Village and for approval under the Declaration.
7. The modifications and exceptions set forth in Section 420-139 of the Village Zoning Code as may be amended or revoked in the future are incorporated into the Declaration by reference.
8. In Section 9.9 of the Declaration, the period of discontinuation of "one hundred eighty (180) days" shall be deleted and replaced with "twelve (12) continuous months" when applied to the Large Health Care Parcel.

9. No Assessments will be levied against the Large Health Care Parcel pursuant to Article X of the Declaration to pay for the initial construction of any: (i) public or private road, (ii) storm water detention or drainage, (iii) other utility installations or (iv) site grading within Prairie Highlands; provided that the foregoing will not prohibit Assessments for the construction of new or additional facilities located in Common Areas after the initial construction of such facilities or the maintenance of initial or subsequently constructed facilities in the Common Areas.

10. In the event that Declarant excludes or deletes portions of the Property from the Declaration as provided in Section 2.3 of the Declaration, the Restricted Uses for the benefit of Aurora set forth on Exhibit H to the Declaration and the Exclusive Use(s) for the benefit of the Large Health Care Parcel set forth on Exhibit I to the Declaration shall not be released from such excluded or deleted portion of the Property without Aurora's written consent.

11. Notwithstanding anything to the contrary in Section 13.2 of the Declaration, during the Period of Declarant Control, no amendment to the Declaration shall be made which modifies any provision of this Exhibit J, including but not limited to, the Exclusive Use and Restricted Uses for the benefit of Aurora set forth in Exhibit H and Exhibit I to the Declaration, without the written consent of Aurora.

Consider approval of **Development Agreement/Tax Shortfall Agreement and related Exhibits** for proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.

Recommendation: Plan Commission recommends approval of the Development Agreement/Tax Shortfall Agreement and related Exhibits as presented.

VILLAGE STAFF REPORT OF JUNE 18, 2018

Consider approval of **Development Agreement/Tax Shortfall Agreement and related Exhibits** for proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.

The petitioner is proposing to purchase approximately 64 acres of vacant property generally located at the northwest corner of 120th Avenue (West Frontage Road) and 104th Street (CTH Q) within the Prairie Highlands Corporate Park for the development of construction of the Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.

Background Information: On April 2, 2018, the Village Board conditionally approved a Master Conceptual Plan for the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building on said property. The proposed \$130 million development would include an approximate 100,000-square-foot ambulatory care center, a three story, 100,000-square-foot professional office building, and associated surface parking and open space. Services offered on site would include primary care, outpatient surgery, rehabilitation services, imaging, laboratory services, occupational health, a variety of specialty care services and a pharmacy. The building is situated on the site to accommodate future expansion as the health care needs of the community evolve. The planning and design of the proposed facility would preserve the site's woodlands and natural wetlands, providing care in a natural and healing environment.

On June 11, 2018, the Plan Commission conditionally approved the Preliminary Site and Operational Plans (Stage 1 of construction) for the mass grading for the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.

As plans are developed the following approvals are anticipated:

- Preliminary Site and Operational Plans (Stage 2 of construction) for final full civil plans and all underground utilities and footing and foundation.
- Final Site and Operational Plans (Stage 3 of construction) for the building shell including building elevations, detailed landscape plans, lighting plans, DSIS Agreement and signage plans. This approval will allow for building permits to be issued for the building shell and all on-site exterior work. Any modifications to these plans will require additional approvals by the Plan Commission.
- Final Site and Operational Plans (Stage 4 of construction) for interior build-out plans. This only includes interior building plans. Any modifications to the exterior of the building or the site will require additional approvals by the Plan Commission.

Following the execution of the Development Agreement, land sale and issuance of erosion control permits, mass grading of the site can begin. Work is expected to begin in July and footing and foundation and underground utilities are expected to begin in late July. Building construction is anticipated later this summer. The entire project is anticipated to be completed in the summer of 2020.

Development Agreement: The Certified Survey Map (CSM) as previously discussed at the meeting will create Lot 2 which will be purchased by Aurora from the Village and Outlot 1 which will be transferred to the Prairie Highland Owners' Association, Inc. from the Village. All public roadway improvements and the underground public utilities serving the Corporate

Park and the Aurora site have been designed and a contract is being awarded by the Village with work to start the end of June or early July, 2018. The public roadway improvements are intended to be installed by the Village and are anticipated to be completed by the late fall of 2019. The Village is coordinating the electrical services needed for area street lighting and Aurora is coordinating their own on-site gas and electric service needs directly with We Energies. Outlot 1 of the proposed CSM will provide for regional basins for Prairie Highlands Corporate Park and will handle storm water for both Aurora and the southern end of the Corporate Park. The grading of the Aurora Lot and the regional stormwater facilities within Outlot 1 will be completed by Aurora pursuant to the Development Agreement, which specifies the obligations and other requirements of the Village and Aurora, including the required public and private improvements for the Aurora development.

The **attached** Development Agreement between the Developer (Aurora) and the Village is required as a condition of the Aurora approval and to the Village constructing the infrastructure improvements benefitting Lot 2. As noted in the Agreement, the Developer, at its cost and expense, shall:

1. Submit all information, drawings, elevations, civil and building plans, specifications and other documents and information and all other matters required by the Village for approval of all plans for any and all grading, site work, landscaping, signage, lighting, improvements, construction and development of the Lot 2 and Outlot 1 in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of the regional stormwater grading plan for Outlot 1 before commencing any work on Lot 2 or Outlot 1; and
2. Obtain all approvals necessary within the earliest reasonable time, and obtain all zoning, building and other permits and other approvals for construction of and enter into any other and further additional development agreements with the Village detailing the requirements for construction and development of Lot 2 prior to the commencement of any construction activities thereon including, but not limited to, **all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance)** and any work with the Village for all required certified survey map **approvals under the Village's Land Division and Development Control Ordinance.**

As part of any approval process, the Village may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of Lot 2. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities, and will not in any way seek reimbursement from the Village for the cost thereof. No site grading, buildings or improvements shall be constructed on or in Lot 2 until the plans and specifications for such Buildings and improvements have been reviewed and approved by Village staff and granted final approval by the Village Plan Commission and Village Board; all necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village and the Village ordinances; and the Village and the Developer have entered into such further development and other agreements, if any, as the Village deems necessary to detail the requirements for any and all construction on, and development of Lot 2, and the obligations of the Developer with respect to the development on the Lot 2.

Furthermore, the Development Agreement sets forth the required Payment in Lieu of Taxes agreement as required by the M-5 District regulations. Specifically, the Developer acknowledges that the buildings and any additions thereto to be constructed on Lot 2 are not intended to be property exempted from taxation under Section 70.11 of the Wisconsin **Statutes or any successor statute ("Exempt Property")**. **Nothing in the Development**

Agreement shall be construed as granting tax exempt status on the Developer, a successor owner of the Lot 2 or Lot 2. If any such party qualifies for tax exempt status under **Wisconsin law, it is such party's obligation to apply for tax exempt status. At such time that** any Lot 2 owner is granted tax exempt status pursuant to Wisconsin Statute 70.11, or any successor statute, such owner shall then make PILOT Payments (as defined in the Development Agreement) to the Village.

A "PILOT Payment" for any calendar year shall be equal to the Village assessor's determination of the fair market value of the tax exempt portion of the property on January 1 of each tax year multiplied by the total property tax rate equal to the net rate for all taxes calculated to include all taxing bodies reflected on Village tax bills from time to time.

PILOT Payments for the year in which the property or a portion thereof becomes exempt and subsequent years shall be due and payable in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated. No PILOT Payment is due hereunder from owner until such time that any portion of the development is deemed to be exempt from payment of property taxes pursuant to Section 70.11 of the Wisconsin Statutes, or any successor statute.

The Village's assessor's office may review the **property's or any portion of the property's** exempt status under Section 70.11 of the Wisconsin Statutes, or any successor statute, from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the Village as a result of those reviews or otherwise, determines that all or any portion of the property no longer qualifies (or does not qualify) for exemption from property tax (i) the Village will provide notice of such determination to such owner or its successor or assigns; (ii) the payment of PILOT Payments shall be suspended with respect to any years applicable with respect to any portions of the Property for which exemption no longer applies and (iii) the property or any portion thereof which does not qualify for exemption shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply.

The Village staff is continuing to work with and review Aurora on building elevations and site conditions for upcoming submittals. This Development will need to be in compliance with the overall Development Plans and TID #5 Project Plan including Amendment #1 and the tax shortfall agreement as set forth in the Development Agreement.

RECOMMENDATIONS:

Plan Commission recommends that the Village Board approve the Development Agreement and related Exhibits and is subject to the Agreement being finalized and executed by all parties.

DEV1805-006

**DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF PLEASANT PRAIRIE
AND
AURORA HEALTH CARE, INC.**

_____, 2018

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List of Exhibits

- Exhibit A - Proposed Certified Survey Map
- Exhibit B - Conceptual Site Plan
- Exhibit C - Form of Memorandum of Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into effective as of the _____ day of _____, 2018 (the "Effective Date"), by and between **AURORA HEALTH CARE, INC.**, a Wisconsin corporation (the "Developer") and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (the "Village").

RECITALS:

WHEREAS, the Developer has agreed to purchase the real estate (the "Property") located within the Village, more particularly described as Lot 2 on the proposed certified survey map attached hereto as **Exhibit A** (the "CSM") from the Village pursuant to that certain Purchase and Sale Agreement dated as of February 22, 2018, between the Village and 2200 Polk Street, LLC ("Polk Street"), which was assigned to and assumed by the Developer (the "PSA");

WHEREAS, the Developer, the Boldt Company and the Village have, pursuant to the PSA, entered into that certain Predevelopment Agreement dated last signed June 6, 2018, which relates to the development of the Property as herein provided (the "Predevelopment Agreement");

WHEREAS, the Property is zoned M-5 Production Manufacturing District and will be developed in phases and used for a medical office building and clinic and other auxiliary uses as more particularly described in the Village zoning ordinance and the detailed site and operational plans to be approved in connection with the approval of the development of the Property;

WHEREAS, the Developer contemplates developing and constructing a 100,000 square foot, three-story medical office building and a 100,000 square foot connected ambulatory care clinic building on a portion of the Property (collectively, the "Buildings") on or before June 1, 2020, with the remainder of the Property being available for Developer's continued development of other facilities in additional phases (the "Comprehensive Site Development");

WHEREAS, this Development Agreement is intended to serve as an Agreement for the construction of the public and private infrastructure improvements and obligations to complete the entire Development Project; this Development Agreement shall set forth the detailed requirements for the development of the first phase of the Comprehensive Site Development as depicted on the Site Plan attached hereto as **Exhibit B**; the Developer agrees to execute an amendment to this Development Agreement, update the Master Conceptual Plan Application, submit a Site and Operational Plan/Zoning Permit Application and submit the required updated Exhibits for the Village's review and approval, which address all of the Developer's obligations for the completion of the public and private infrastructure improvements for the Development Project in connection with the development of the remainder of the

Property subsequent to the development of the first phase of the Development Project as set forth herein;

WHEREAS, the Property will be part of a larger corporate park known as "Prairie Highlands Corporate Park" (the "Park") located on land purchased by the Village;

WHEREAS, Section 66.1105 of the Wisconsin statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the Village may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of tax incremental financing;

WHEREAS, on April 17, 2017, the Village Board of Trustees (the "Village Board") adopted: (i) Resolution No. 17-06 which amended the TID Project Plan (as amended, the "TID 2 Project Plan") of Tax Incremental District No. 2 ("TID 2"), with Amendment No. 6 ("Amendment No. 6"), to amend the TID 2 Project Plan to add as project costs the purchase price to purchase the Property and surrounding property from its previous owner and costs for the construction of infrastructure improvements benefitting the Property and surrounding property, as more particularly described in Amendment No. 6 to the TID 2 Project Plan and (ii) Resolution No. 17-07 which adopted the TID Project Plan (the "TID 5 Project Plan") which created Tax Increment Financing District No. 5 ("TID 5") which includes as project costs the costs for the construction of infrastructure improvements benefitting the Property and surrounding property, as more particularly described in the TID 5 Project Plan (TID #2 and TID #5 collectively referred to individually as a "District" and collectively as the "Districts");

WHEREAS, the Village has required that the development of the Buildings be accompanied by this Development Agreement between the Developer and the Village as a condition to the Village constructing the infrastructure improvements benefitting the Property;

WHEREAS, this Development Agreement is intended to provide for certain duties and responsibilities of the Village and the Developer relating to the development of the Property and construction of the Buildings;

WHEREAS, the Village believes that unless the Village constructs the infrastructure improvements benefitting the Property and provides the Developer with an allowance for certain grading and utilities work on the Property and Outlot, the Developer will not undertake the purchase, construction and development of the Property;

WHEREAS, the Village has determined that the development of the Property and the Buildings pursuant to this Development Agreement and the fulfillment generally of this Development Agreement by the parties hereto are in the best interests of the Village and its residents; will create jobs and healthcare options benefitting the residents of the Village and the surrounding region; will enhance the value of other properties in

the Village; will promote the orderly development of the Property in accordance with the Village's Comprehensive Plan for growth and development adopted by the Village; and are in accord with the public purposes and conditions of the applicable state and local laws and requirements under which the Project Plans for the Districts have been undertaken and are being carried out;

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions. In addition to the words and terms elsewhere defined in this Development Agreement, the following words and terms when used in this Development Agreement shall have the following meanings:

"Association" means the property owners association to be formed by Developer pursuant to the Declaration whose members shall be the owners of all of the lots in the Prairie Highlands Corporate Park as set forth in the Declaration. The Village intends to name the Association the "Prairie Highlands Owners' Association, Inc."

"Buildings" means the buildings to be constructed on the Property, as set forth in the Recitals.

"CSM" means the proposed certified survey map to be approved and recorded by the Village prior to the Developer's purchase of the Property and attached hereto as **Exhibit A** whereupon the Property is located and described as Lot 2 thereon.

"Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park recorded against the Property and the surrounding Prairie Highlands Corporate Park property as provided in such Declaration and as more particularly described and defined in Section IV.O. hereof.

"Developer Default Notice" shall have the meaning set forth in Section IX.B. hereof.

"Developer Work" means collectively the Site Work and Grading, Storm Water Work, Water Work, Sanitary Sewer Work, Onsite Roadway Work and Landscaping.

"Development Grant" shall have the meaning set forth in Section V.B. hereof.

"Driveway Parcel" shall have the meaning set forth in Section IV.R. hereof.

"Event of Default" shall have the meaning set forth in Section IX.A. hereof.

Foundation Completion shall have the meaning set forth in Section V.B. hereof.

Joint Review Board means the joint review board for TID 5.

Landscaping shall have the meaning set forth in Section IV.K. hereof.

Onsite Roadway Work shall mean the private roadway work upon the Property as set forth in Section IV.J. hereof.

Outlot shall mean Outlot 1 as located and described on the CSM which will be deeded to the Association after Developer completes its Site Work and Grading and Storm Water Work on the Outlot and Property.

Park shall mean the Prairie Highlands Corporate Park of which the Property is a part, as set forth in the Recitals.

PILOT Payment shall have the meaning set forth in Section XV.U. hereof.

Project Costs shall have the meaning set forth in Section 66.1105(2)(f) of the TIF Law.

Project Increment means, on each December 31, all TID Increment collected by the Village during the 12-month period immediately preceding such December 31, less the Administrative Costs for such Administrative Period.

Property has the meaning set forth in the Recitals.

Public Street Lights shall mean the lighting facilities and wiring illuminating public roadways located adjacent to the Development Project.

Public Street Signs shall mean the signage providing identification, directions and guidance of and regarding the public roadways located adjacent to the Development Project.

Sanitary Sewer Work means the sanitary sewer work as more particularly defined and described in Section IV.I. hereof.

Site Plan shall mean the conceptual site plan attached hereto as **Exhibit B**.

Site Work and Grading means the site work and grading of the Property more particularly defined and described in Section IV.F. hereof.

Storm Water Work means the storm water work as more particularly defined and described in Section IV.G. hereof.

Tax Increment shall have the meaning set forth in Section 66.1105(2)(f) of the TIF Law.

“**TIF Law**” means Section 66.1105 of the Wisconsin Statutes, as amended and renumbered from time to time.

“**Village Board**” means the Village Board of Trustees of the Village as defined in the Recitals.

“**Water Work**” means the construction of all water lines and facilities as set forth in Section IV.H. hereof.

“**WISDNR**” means the State of Wisconsin Department of Natural Resources.

“**WISDOT**” means the State of Wisconsin Department of Transportation.

“**WISDSPS**” means the State of Wisconsin Department of Safety and Professional Services.

B. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Development Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Development Agreement nor shall they affect its meaning, construction, or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

SECTION II. CONDITIONS PRECEDENT TO VILLAGE OBLIGATIONS

In addition to all other conditions and requirements set forth in this Development Agreement, the obligations of the Village under this Development Agreement are conditioned upon the satisfaction of each and every of the following conditions:

A. Authority. Prior to the execution of this Development Agreement, Developer shall provide the Village with evidence reasonably satisfactory to the Village that Developer is authorized to enter into this Development Agreement and that the persons signing this Development Agreement on behalf of Developer are authorized to sign this Development Agreement.

B. Certificate of Status. Prior to the execution of this Development Agreement, Developer, at its cost, shall provide a certificate of status of Developer issued by the Wisconsin Department of Financial Institutions.

C. No Defaults. No uncured Developer Default or event which with the giving of notice or lapse of time or both would be a Developer Default by Developer shall exist under this Development Agreement.

D. Village Approvals. The Developer shall have obtained, or will obtain, from the Village all approvals required for the development of the Buildings during the phasing of the Developer Work as more particularly set forth in Section IV.A. hereof.

E. Other Governmental Approvals. The Developer shall have obtained all approvals and permits required from all governmental authorities for the development of the Buildings, including from WISDOT, WISDNR, WISDPS and any other governmental approvals.

In the event Developer fails to satisfy any condition set forth in this Article II, Developer shall not be allowed to commence or continue any construction upon the Property until such condition is satisfied.

All submissions given to the Village to satisfy the conditions contained in this Article II must be satisfactory in form and content to the Village, in its reasonable discretion, unless otherwise specifically stated.

SECTION III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

A. Organization. Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.

B. Authorization. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

C. Correctness of Documents. All copies of financial statements, documents, contracts and agreements which Developer has furnished or caused to be furnished to the Village are true and correct in all material respects.

D. Veracity of Statements. No statement of fact by Developer contained in this Development Agreement and no statement of fact furnished or to be furnished by Developer to the Village pursuant to this Development Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

E. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Development Agreement will not violate or conflict with Developer's articles of organization or operating agreement, company organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Development Agreement violate or conflict with any law applicable to Developer or the Development Project.

F. No Litigation. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

G. Sufficient Funds. The Developer has at this time, and will have so long as this Development Agreement continues in effect, sufficient available funds for the completion of the Developer's obligations under this Development Agreement.

H. Financing. The Developer has obtained, or will obtain, all necessary equity and debt financing to fully fund all of its obligations hereunder and has performed and complied with all conditions, covenants and agreements as required by such debt financing.

I. No Defaults. To the best of Developer's actual knowledge, no Developer Default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Development Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument to which Developer is a party or an obligor.

SECTION IV. UNDERTAKINGS OF THE DEVELOPER

A. Obtain Approvals for Development and Occupancy. The Developer, at its cost and expense, shall: (i) submit all information, drawings, elevations, civil and building plans, specifications and other documents and information and all other matters required by the Village for approval of all plans for any and all grading, site work, landscaping, signage, lighting, improvements, construction and development of the Property and Outlot in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of a grading plan before commencing any work on the Property or Outlot; and (ii) obtain all approvals necessary therefor within the earliest commercially reasonable time thereafter, and obtain all zoning, building and other permits and other approvals for construction of and enter into

any other and further additional development agreements with the Village detailing the requirements for construction and development of the Property prior to the commencement of any construction activities thereon including, but not limited to, all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance) and all required certified survey map approvals under the Village's Land Division and Development Control Ordinance. The Developer has submitted an application for a proposed Preliminary Site and Operational Plan approval for the first stage of its construction on April 25, 2018 and will submit applications for Preliminary Site and Operational Plans for the remaining three (3) stages of its construction and an application for a Final Site and Operational Plan for the Property to the Village for approval. As part of any approval process, the Village may, in accordance with its normal permitting and zoning process, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of the Property. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities, and, except as otherwise provided in this Development Agreement, will not in any way seek reimbursement from the Village for the cost thereof. No site grading, Buildings or improvements shall be constructed on or in the Property until the plans and specifications for such Buildings and improvements have been reviewed and approved by Village staff and granted final approval by the Village Plan Commission and Village Board; all necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village and the Village ordinances; and the Village and the Developer have entered into such further development and other agreements, if any, as the Village deems necessary to detail the requirements for any and all construction on, and development of, the Property, and the obligations of the Developer with respect to the development on the Property. No Buildings or improvements shall be occupied prior to the approval of a permit application for and the issuance by the Village of a certificate of occupancy pursuant to Chapter 370 of the Village Code of Ordinances.

B. Compliance with Codes, Plans and Specifications. The construction of the Developer Work, the Buildings and other improvements constructed on and in the Property, and their uses, shall be in compliance with all applicable zoning and other ordinances of the Village; all other applicable laws, ordinances, regulations and requirements of all other governmental and quasi-governmental entities having jurisdiction over the Property; and with the pertinent provisions of the plans and specifications which have been approved by the Village. The acceptance of this Development Agreement and granting of any and all approvals, zoning, licenses and permits by the Village, in and of itself, shall not obligate the Village to grant any variances, exceptions or conditional use grants, or approve any site grading, building or construction the Village determines not to be in compliance with the Village ordinances, or the requirements of any other applicable governmental authority.

C. Erosion Control. The Developer shall comply with all grading, zoning, erosion and soil control requirements affecting the Property and the Outlot in accordance with all applicable, federal, state, county and municipal regulations, guidelines, specifications, laws, ordinances and permits affecting the property or any

portion thereof. Without limiting the foregoing, the Developer shall take such action and shall utilize such techniques and mechanisms necessary to implement any erosion control plan required by the Village and with the applicable provisions of the Village's Construction Site Maintenance and Erosion Control Ordinance, in order to prevent sediment from being deposited on adjacent properties or on any public street or into adjacent wetlands and floodplains and to prevent sediment from being washed into downstream drainage facilities. The Developer agrees to submit wetland delineations and archeological, historical and threatened species information which may be provided by the Village to Developer to the WISDNR to obtain a Notice of Intent from the WISDNR prior to submitting its erosion control plan to the Village. No grading or other movement of soils shall be conducted by or for the Developer until an appropriate Erosion Control Permit has been issued for the Property and the Outlot by the Village. A \$2,000 cash payment shall be made by the Developer to the Village pursuant to this Development Agreement as a street sweeping security to guaranty to the Village that the roadways are kept clean throughout the construction. Following the Developer's completion of its obligations under this Development Agreement to the satisfaction of the Village, the full amount of the deposit, less a six percent (6%) administrative processing fee, shall be returned to the Developer if it is not used for erosion control enforcement purposes, e.g., cleanup of mud tracking. After providing notice to the Developer, the Village may draw upon the \$2,000 deposit at any time and from time to time in order to pay the cost of street sweeping and other such costs incurred by the Village, and the Developer shall immediately make an additional cash deposit to restore the cash balance to \$2,000 with the Village.

D. Protected Areas. The Developer shall be responsible for undertaking all steps and precautions as are necessary to insure the preservation and protection of any wetlands and other protected interests on or in the Property, and shall be responsible for obtaining all necessary WISDNR and/or U.S. Army Corps of Engineers permits. All such protected areas disturbed in any way by construction activities on any portion of the Property or in connection with the development of the Property by or for the Developer, shall be restored by the Developer to its prior condition to the satisfaction of the Village.

E. Demolition. If applicable, the Developer shall, at its sole cost and expense, obtain any necessary razing permits and approvals from the Village. No debris or building materials shall be utilized as fill materials on this or any other site in the Village.

F. Site Work and Grading. The Developer shall, at its sole cost and expense, obtain all necessary permits and approvals, perform the site work and grading and provide for the Village inspection of all site work and rough and final grading on the Property and the Outlot (the "Site Work and Grading"). Prior to the commencement of the Site Work and Grading, Developer shall submit and obtain approval of a grading plan pursuant to all Village requirements and submit all contracts for the design and construction of the Site Work and Grading to the Village for the Village's written approval of the contractors and contracts. Developer shall be responsible for all soil borings upon the Property and Outlot and shall provide all soil boring results to the

Village. The Site Work and Grading shall be performed by the Developer in accordance with the requirements and applicable ordinances of the Village. Upon completion of the Site Work and Grading, Developer shall submit a plan providing as-built grades to the Village for confirmation that such grades are in compliance with all Village requirements. During construction, Developer shall limit its access to the Property to the area designated as the “Dedicated Public Street” off of 120th Avenue upon the CSM.

G. Storm Water System Private Improvements. The Developer shall, at its sole cost and expense, design, locate, construct, install, provide for the Village inspection of, and use all private storm sewer and drainage system improvements and facilities on the Property and the Outlot, including all retention/detention basins or areas on the Outlot and the connection of such retention/detention basins and areas to the storm sewer and drainage system for the Property and the Park (collectively, the “Storm Water Work”) in a workmanlike manner and in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance and the Village’s Stormwater Management and Stormwater Drainage System Facilities, Stormwater Storage Facility and Construction Site Maintenance and Erosion Control Ordinance, and the Site and Operational Plans; all surface and storm water runoff, management, filtration and other such requirements of the Village for the Storm Water Work and all other applicable governmental entities and authorities as are applicable and in effect. Prior to the commencement of any Storm Water Work, the Developer shall obtain the Village’s approval of the design of the Storm Water Work including, but not limited to, the construction of the retention/detention basins or areas on the Outlot and the connection of such basins or areas to the storm sewer and drainage system for the Property and the Park, submit all contractors for the construction of the Storm Water Work to the Village for the Village’s written approval of the contractors. The Developer shall not commence any construction or improvement on or in any part of the Property or Outlot unless and until the Developer has obtained all Site and Operational Plan approvals required for a storm water management plan and for the Storm Water Work from the Village, and from all other applicable government authorities. The Developer shall complete and install the Storm Water Work prior to the Village’s issuance of any verbal to occupy permissions or written occupancy permits for the Buildings, and before the installation of the concrete pavement layer of any private driveways within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the private driveways on the Property. The Developer shall take whatever precautions are necessary to ensure that retention/detention basins or areas located on the Outlot or the Property are not silted in any way during any stage of the grading, construction or landscaping provided for in this Agreement. Downstream drainage improvements shall be maintained throughout the construction process in order to avoid drainage problems for the abutting neighbors. Erosion control silt fence surrounding or otherwise protecting the basin shall be constructed prior to any grading or construction work being conducted on the Property or the Outlot. The erosion control silt fence shall be maintained throughout construction and until the area disturbed is vegetatively stable. The Developer shall upon the Village’s inspection, conduct cleaning and televising of the storm sewer mains and catch basins at the Developer’s cost. Following the Village’s acceptance of the Storm Water Work, the Developer shall

promptly take such actions as are necessary to connect and otherwise render such improvements usable. All Storm Water Work located on the Property and not located within public areas owned or to be dedicated to the Village shall be granted an easement for the benefit of the Village providing for inspection by the Village and the right for the Village to maintain and repair the Storm Water Work in the event not properly maintained by the property owner or Association and to bill and assess the property owner for any such maintenance performed by the Village. During construction, Developer shall limit its access to the Property to the area designated as the "Dedicated Public Street" off of 120th Avenue upon the CSM.

H. Water System Private Improvements. The Developer shall, at its sole cost and expense, design, locate, provide, construct, install, provide for the Village inspection of, and use all required water supply and distribution system improvements in private driveway areas located on the Property from the existing or to be constructed Village water system lines through the entire Property to serve the entire Property and adjoining property in a workmanlike manner and in accordance with the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance (the "Water Work"). The Developer shall complete and install the Water Work prior to the Village's issuance of any verbal to occupy permissions or written occupancy permits for the Buildings and prior to the issuance of building permits for any Buildings, and before the installation of the concrete pavement layer of any private driveway areas within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the private driveway areas on the Property. The Developer shall upon the Village's inspection, conduct flushing, cleaning and water sampling of the water lateral, at the Developer's cost. Following the construction of the Water Work, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. The Developer shall secure, at its sole cost and expense, any necessary easements for the benefit of the Developer and/or the Village over adjoining properties for the Water Work or to connect to the Village's existing or to be constructed water system to the property line of the Property. The Developer shall install water services from the shut-off valve to the Buildings, such that no portion of the Property shall be served by a private water system. The Developer shall obtain all requisite permits and approvals for such water system from all other applicable government authorities.

I. Sanitary Sewerage System Private Improvements. The Developer shall, at its sole cost and expense, design, locate, provide, construct, install, provide for the Village Inspection of, and use all sanitary sewer lines and other sanitary sewer facilities in private driveway areas located on the Property from the existing or to be constructed sanitary sewer lines through the entire Property to serve the entire Property and adjoining property in a workmanlike manner and in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance (the "Sanitary Sewer Work"). The Developer shall complete and install the Sanitary Sewer Work prior to the

Village's issuance of any verbal to occupy permissions or written occupancy permits for the Buildings and prior to the issuance of building permits for any Buildings, and before the installation of the concrete pavement layer of any private driveways within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the private driveways in and adjacent to the Property. The Developer shall upon the Village's inspection, conduct cleaning and televising of the sanitary sewer mains at the Developer's cost. Following the Developer's construction of the Sanitary Sewer Work, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. The Developer shall install sanitary sewer service to the Buildings such that no portion of the Property shall be served by private septic or alternate means of treating sanitary sewer effluent. The Developer shall obtain all requisite permits and approvals for such Sanitary Sewer Work from the Village and all other applicable government authorities.

J. Onsite Roadway Work. The Developer shall, at its sole cost and expense, construct and provide for the Village inspection of, all private driveways and improvements upon the Property to serve the entire Property as set forth on the Site Plan attached hereto as **Exhibit B** (the "Onsite Roadway Work"). The Developer shall obtain all requisite permits and approvals for such Onsite Roadway Work from the Village, the WISDOT and other applicable government authorities.

K. Landscaping. All of the grading, landscaping and planting described in this subparagraph will hereinafter be collectively referred to as the "Landscaping." The Developer shall construct and provide Landscaping for the Property in accordance with the proposed landscaping plans, specifications, and estimates (hereinafter collectively referred to as the "Landscaping Plan") which shall be hereafter submitted to the Village for approval, the CSM and the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance. The private landscaping, berming and all other on-site land vegetation stabilization including sodding or seeding and downstream drainage improvements shall be completed by the Developer prior to the issuance of a certificate of occupancy for either of the Buildings. An as-planted letter on the landscaper's letterhead shall be provided which verifies that all plantings were completed in accordance with the Village approved Landscape Plan. All disturbed areas shall be suitably prepared and seeded by appropriate measures by the Developer and in a workmanlike manner in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance, as soon as is physically practical after the disturbance of the ground surface and final grade is established. In the event that the initial seeding fails to produce a good cover of grass, the Developer shall promptly take such steps as are necessary such as hydro-seeding to produce a good cover of grass.

L. Utilities. The Developer, at the Developer's expense, shall contract with the appropriate utility companies to have the private utilities and related facilities designed, located, constructed, installed and provided in the Development Project which are proposed to serve the Development Project, including electrical power (including

street lights), gas, telephone and cable TV lines, (if available), in a workmanlike manner and in accordance with the easements depicted on the CSM or within easements hereinafter granted to the applicable private utility companies and the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance. All such improvements and facilities shall be installed underground. The Developer shall contract with the appropriate utility companies for the dedication of utility easements, coordination, construction and installation of all such utility improvements to be completed prior to the issuance of an occupancy permit for either of the Buildings. Copies of any additional recorded utility easements and utility easement provisions shall be provided to the Village. The Developer shall be responsible for the restoration of all areas disturbed by the utility companies which are not otherwise restored. Said restoration shall occur within reasonable time and not to exceed 60 days.

M. Public Street Lights. The Association or the owner of the Property shall be responsible for the ongoing financial obligation for the We Energies facilities energy and facility maintenance costs for the Public Street Lights adjoining the Development Project. The Developer acknowledges that the Village will create a street lighting district regarding the maintenance, repair and electricity costs of the Public Street Lights whereby the Association or the Lot owners shall pay for the maintenance and repair and operation of the Public Street Lights.

N. Public Street Signs. The Developer shall work with the Village public work's department to install the Public Street Signs in and adjacent to the Development Project in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition and Chapter 395, the Land Division and Development Control Ordinance. The Public Street Signs shall be located and installed in accordance with an approved public street signage plan. (Note: the Village public work's department will be fabricating and installing the street name signage).

O. Declaration of Covenants, Conditions, Restrictions and Easements. The Village has recorded the Declaration against the Property in the form previously provided to the Developer by the Village and as approved by the Village. Developer hereby agrees and consents to all of the covenants, easements, development standards and restrictions for the Property set forth in the Declaration and agrees to comply with the Declaration.

P. Requirements for Developer Work.

1. All of the Developer Work shall be performed by the Developer to such standards as are generally specified by the Village for such work as if performed on behalf of the Village, and as specifically required by the Village. The Developer Work shall at all times be subject to Village inspection and approval. All Developer Work shall be performed by contractors and subcontractors who are licensed and qualified to do such work. The Developer agrees to pay for all inspection and construction related services provided by the Village in connection with the approval of

the Developer Work. Without limiting the foregoing, the Developer shall at all times take all precautions necessary or advisable and at all times perform all work on or in the Property or in connection with the Development Project, in a manner that will safeguard and protect the water, sanitary sewer and other infrastructure that may be affected by the Development Project, and in compliance with the requirements of the Village's Construction Site Maintenance and Erosion Control Ordinance.

2. The Developer or Lot owners shall execute a Digital Security Imaging System (DSIS) Agreement and DSIS Access Agreement pursuant to Village ordinance regulations to assist in maintaining a safer environment for the Lot owners and occupants and for the protection of their personal property. The DSIS shall afford the opportunity for public safety departments to visually examine the Buildings, exterior parking areas and entrances and exits to the Lots and will provide emergency response personnel with a live visual assessment of an emergency situation in advance of arrival without placing an undue burden on the Village taxpayers as well as greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions.

3. The Developer shall hold a preconstruction meeting and shall notify the Village of the commencement date of all Developer Work, or Building construction on, in, or related to the Property, and keep the Village informed of the Developer's construction schedule.

4. For purposes of this Development Agreement, for Developer Work, the terms "completion" or "completed" shall mean the issuance by the Village of a final inspection approval for such Developer Work, provided that the Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Developer Work in accordance with the usual practice and procedures of the Village.

5. The Village shall perform all construction field inspection services relating to the required Developer Work, as required, and the Developer shall promptly pay to the Village Treasurer, upon demand, the costs of all such services, pursuant to the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance.

6. There will be no Village snowplowing efforts on 128th Avenue and Goldbear Drive where adjoining the Development until the public streets are completed by the Village. The Developer understands and agrees that all public sidewalks shall be installed, repaired as needed, maintained, and shoveled/deiced by the Developer as required by Village Ordinances.

7. Village officials and their designees shall have the right to enter upon the Property at all reasonable times, without notice, to inspect the status, progress and quality of the Developer Work and any related materials, goods or equipment.

Q. Construction Timeline and Value Increment Creation for the Property. The Developer agrees to create as a result of the Development of the Property a minimum value increment (as such term is defined in Section 66.1105(2)m of the Wisconsin Statutes) within TID 5 of not less than One Hundred Million and No/100 Dollars (\$100,000,000.00) on or before January 1, 2020 and of not less than One Hundred Thirty Million and No/100 Dollars (\$130,000,000.00) on or before January 1, 2021 in connection with the construction of improvements on the Property, and to maintain such equalized tax assessment values until the termination of TID 5. Developer agrees to substantially complete the construction of the Buildings on or before June 1, 2021. For purposes of this Development Agreement, for each Building, the terms “substantial completion” or “substantially completed” shall mean the issuance by the Village of an occupancy permit for that Building, provided that Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Building in accordance with the usual practice and procedures of the Village.

R. Driveway Easement. *[NOTE: Specific location and scope need to be defined for Driveway Parcel easement.]* The Village is retaining a certain parcel of land bounding 120th Avenue (a/k/a the West Frontage Road to Interstate Highway 94), which will be used by the Developer as the entrance to its driveway off of 120th Avenue described as “Dedicated Public Street” on the CSM (the “Driveway Parcel”), and the Village hereby grants the Developer an easement to use this Driveway Parcel for driveway purposes. Developer agrees to (i) construct a public roadway connection to 120th Avenue on the Driveway Parcel in compliance with all applicable Village and State of Wisconsin ordinances, codes and requirements, (ii) maintain the Driveway Parcel and the portion of the roadway thereon in first class condition and in a condition similar to the rest of its driveway and agrees to keep the Driveway Parcel clear of ice and snow, and otherwise maintain the Driveway Parcel, including any facilities located in its easements thereon or thereunder, as required by all Village and State of Wisconsin and ordinances, codes and regulations, all at its sole cost and expense; (iii) insure the Driveway Parcel with a commercial general liability insurance policy in an amount acceptable to the Village naming the Village as an additional insured and (iv) indemnify the Village from and against any claims or damages in connection with the condition or use of the Driveway Parcel.

SECTION V. UNDERTAKINGS OF THE VILLAGE

A. Village Public Infrastructure Work. Except for the responsibilities of the Developer provided below, the Village shall design and construct, at its cost and expense, the public improvements consisting of the public roadways, sanitary sewer system, and municipal water system which will be located adjacent to the Property to provide access, sanitary sewer and water to the Property, and will use reasonable efforts, subject to Section X hereof, to complete such construction on or before April 1, 2020. The public roadways, sanitary sewer and municipal water lines shall be constructed to the property line of the Property. The Developer shall be responsible at Developer’s expense for (a) conducting all soil borings on the Property and the Outlot, the results of which shall be provided to the Village, (b) conducting all site grading

(rough and final) upon the Property and Outlot, (c) connecting all roadways, sanitary sewer lines and municipal water lines, along with any private electricity, natural gas or telecommunication lines from the property line of the Property, and (d) providing all design, grading and construction of the retention/detention basins and storm sewer facilities on the Outlot, as more particularly set forth in Section VI.F. and G. hereof, after the approval of the plans and specifications for such stormwater improvements by the Village.

B. Development Grant. Upon the Developer's completion of the construction of the footings and foundations for the Buildings, and the approval by the Village of the inspections of such footings and foundations (the "Foundation Completion"), Village shall pay the Developer the sum of \$1,800,000.00 (the "Development Grant") upon the later of (i) January 31, 2019, or (ii) ten (10) days after the Foundation Completion. Developer shall use such Development Grant to pay for Developer's site grading, utility and other site costs to prepare the Property for the construction of the Buildings.

C. Grading Payment. Contemporaneously with the payment of the Developer Grant, the Village shall pay Developer the sum of \$90,000 to reimburse Developer for a portion of its grading costs for the Property. Developer hereby agrees that its contingency set forth in Section 3(a) of the PSA is waived and satisfied, and the Village hereby agrees that the plans and specifications for the grading of the stormwater detention ponds on the Outlot set forth on Sheet C300, Overall Grading Plan, and Sheet C307, Detailed Grading Plan, prepared by Graef Construction, Inc. and dated June 11, 2018 are approved by the Village.

SECTION VI. MISCELLANEOUS REQUIREMENTS

The Developer shall do each and all of the following at its cost and expense:

A. Manner of Performance. Cause all construction obligations of the Developer referred to in this Development Agreement to be carried out and performed in a good and workmanlike manner, consistent with construction standards in the Village;

B. Utilities. Install all electrical, telephone, cable, fiber optic and gas utilities underground in accordance with all ordinances of the Village. It shall be the responsibility of the Developer to contract to have installed and pay for all costs associated with private utilities required by the Village;

C. Permits. Provide and submit to the Village, valid copies of any and all governmental agency permits relating to the construction of the Development Project. No occupancy permits shall be issued for the occupancy of any Building or portion thereof on the Property until such time as final inspections are completed and passed by the Village and/or State of Wisconsin building, fire and rescue and zoning inspectors;

D. Performance Standards. Comply with the performance standards set forth in Section 420-38 and elsewhere in the Village Code of Ordinances;

E. Debris. Keep the Property free from litter and debris during all phases of grading and construction. The Developer shall promptly remove and lawfully dispose of all tree trunks, limbs, brush and other rubbish and debris from the Development Project. Tree trunks and other organic matters shall not be backfilled on the Property. Offsite sediment deposition occurring as a result of a storm event shall be cleaned up by the end of the next work day following the occurrence. All other offsite sediment deposition occurring as a result of construction activities shall be cleaned up at the end of the work day;

F. Stop Work Orders. The Developer shall promptly comply with any stop work orders issued pursuant to applicable provisions of the Village Building Code, Village Land Division and Development Control Ordinance or the Village Zoning Ordinance because the design, location, materials, workmanship or other performance are not in accordance with the provisions of this Development Agreement, Site and Operational Plans, the Land Division and Development Control Ordinance, or the Erosion Control and Construction Site Maintenance Ordinance or any other Village Ordinances;

G. Inspection. During the development of the Buildings and other facilities in additional phases of the Comprehensive Site Development, the Village shall have the right at any time and from time to time to enter upon the Property to perform any testing and inspections deemed necessary or appropriate by the Village. For any required testing or inspections within any Building on the Property, the Village shall provide prior notice to the Developer, except for emergency situations;

H. Financial Information. The Developer shall, from time to time upon request of the Village, provide financial information and statements of the Developer to the Village, and certify that such information and statements are true and correct in all respects; and

I. Occupancy Certificates. The Developer shall apply for and obtain certificates of occupancy for all Buildings on the Property prior to occupancy and comply with the terms of such certificates of occupancy.

J. Commercial Sprinklers. All Buildings on the Property shall be constructed utilizing commercial sprinklers for the entire Building, regardless of Building size and irrespective of any State of Wisconsin requirements.

SECTION VII. CONDITIONS OF ALL OBLIGATIONS OF THE VILLAGE UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

A. Representations Correct. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;

B. Covenants Performed. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;

C. No Default. No Event of Default has occurred, or with the giving of notice or lapse of time would occur; and

D. No Material Change. There is no material adverse change in the financial condition of the Developer which might impair its ability to perform its obligations under this Development Agreement.

SECTION VIII. INDEMNIFICATIONS

The Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, or the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project or the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee or the Village.

SECTION IX. DEFAULT/REMEDIES

A. Events of Default. An event of default ("Event of Default") is any of the following:

1. Subject to Section X hereof, a failure by the Developer to cause substantial completion of the Developer Work or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement, a failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement or a failure by the Developer to pay any amount when and as

due to the Village, and after the notice and cure period provided in Section IX.B. below;
or

2. The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or

3. The dissolution or liquidation of the Developer, or the commencement of any proceedings therefor.

B. Notice of Event of Default.

1. Except for Sections IX.A.2. and IX.A.3. above, in the event of an Event of Default, the Village shall notify the Developer in writing (the "Developer Default Notice") of the specific nature of the Event of Default. If the Village believes that an alleged failure of performance by the Developer poses an imminent threat to the public health or safety, the Developer Default Notice shall so state.

2. The delivery by the Village of a Developer Default Notice to the Developer shall not be a condition precedent to the issuance by the Village of a stop work order pursuant to the applicable provisions of the Village's Land Division and Development Control Ordinance, or to any legal action taken pursuant to this Development Agreement to enforce such ordinance or other applicable ordinance.

3. The Developer shall have fifteen (15) days after receipt of a Developer Default Notice to cure an alleged monetary default and shall have thirty (30) days after receipt of a Developer Default Notice to cure any other alleged failure to perform under this Development Agreement; provided, however, that if the failure is reasonably incapable of cure within said thirty (30) day period, the Developer has commenced such cure within said thirty (30) day period, and is diligently pursuing such cure, then the time for such cure shall be extended for a reasonable additional period of time under the circumstances as reasonably determined by the Village to allow the Developer to complete its curative activity.

4. Whenever an alleged failure of performance under this Development Agreement is believed by the Village to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated.

5. Notwithstanding anything to the contrary in this Development Agreement, if the Village believes in good faith that the commencement of a legal action or the performance of its own work with respect to curing a perceived failure prior to the commencement or completion of the Developer's curative action is urgently required to protect the public health or safety, the Village may proceed to do so, giving such prior notice to the Developer and offering the Developer such opportunity to cure as is practical under the circumstances.

C. Village Remedies on Default. Whenever an Event of Default occurs and is continuing, the Village may take any one or more of the following actions without waiving any rights or remedies available to it:

1. Immediately suspend its performance under this Development Agreement, including payment of the Development Grant, from the time any Developer Default Notice is given until it receives assurances from the Developer deemed adequate by the Village that the Developer will cure its default and continue its due and punctual performance under this Development Agreement;

2. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Development Agreement; and

3. Perform or have performed all necessary work, and have supplied all necessary equipment, goods, materials, or services, to complete all or any part of the Developer Work in satisfactory form.

D. No Remedy Exclusive. No remedy or right conferred upon or reserved to the Developer or the Village in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Developer Remedies. In the event that Developer believes the Village has failed to perform its obligations under this Development Agreement, Developer shall notify the Village in writing of the specific nature of the alleged failure in writing (the "Village Default Notice"). In the event the Village has not cured such alleged failure to perform under this Development Agreement within thirty (30) days after the Village Default Notice, the Developer may proceed with any remedy available at law or in equity under the laws of the State of Wisconsin for the breach of a contract.

F. No Implied Waiver. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

G. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs under this Development Agreement and the aggrieved party incurs attorneys' fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the

party in default shall pay the reasonable attorneys' fees, court costs and other such expenses incurred by the other party.

SECTION X. PERMITTED DELAYS

Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused and a reasonable time thereafter acceptable to the Village to remobilize. However, in order for a party to be entitled to make a claim for any such delays, such party must give the other party written notice of the conditions or events giving rise to the delay and the number of days claimed to be due to such conditions or events within thirty (30) days from the date of the occurrence of the condition or event giving rise to the delay. The provisions of this Section shall not operate to excuse the Developer from the prompt payment of any and all monies the Developer is required to pay under this Development Agreement.

SECTION XI. FEES

A. Miscellaneous Fees. The Developer shall pay to the Village Treasurer in cash or by check upon execution of this Development Agreement, all fees which have not already been paid by the Developer, if any, and the Developer shall pay to the Village Treasurer when they have become due and payable all other fees prescribed by the Village Land Division and Development Control Ordinance which are or may become due and payable.

B. Engineering and Zoning Related Review Fees. In addition to the Village's Consulting Engineer's review and Inspection services, the Developer shall reimburse the Village for all fees incurred by it for the Village Engineer's and Public Work Department's inspections, the Village Community Development Department staff review and inspection services, legal fees and any other expert or administrative services in connection with its inspections and approvals of the Developer Work and other items associated with the Development Project requiring the Village's review, inspection or approval as provided in the Pre-Development Agreement executed by Developer and on file with the Village. The Village's monthly invoices shall provide an itemization specifying the work done, by whom it was done and the charge for such work.

C. Impact Fees. The Village charges impact fees to developers, and subsequent landowners thereafter, of all new developments. These impact fees compensate the Village for additional costs for public improvements resulting for services for the new development such as for police, fire and public works and parks related projects. Impact fees are due as a condition precedent to the issuance of a

building permit and will be paid by the Developer at such time. In the event the Property should ever be exempt from any impact fees, the same shall be paid by Developer as a payment in lieu of such impact fees.

SECTION XII. ASSIGNMENT

The Developer shall not transfer, sell or assign this Development Agreement or its obligations under this Development Agreement, without the prior written consent of the Village, which consent may be withheld, conditioned or delayed for any reason. Developer shall not transfer, sell, convey or assign the Property, or any portion thereof, until Developer has fully complied with all of its obligations under this Development Agreement, without the prior written consent of the Village, which consent shall not be unreasonably withheld; provided, however, that Developer may convey all or a portion of the Property to an entity controlled by Developer (a "Controlled Assignee") without the Village's consent so long as (i) no Event of Default has occurred or is continuing hereunder, (ii) the Controlled Assignee assumes the obligations of Developer hereunder by an assumption document acceptable to the Village and (iii) Developer will not be released and will remain liable for all of its obligations under this Agreement.

SECTION XIII. BINDING

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION XIV. AMENDMENTS

This Development Agreement may only be modified or amended by written agreement, duly authorized and signed by the Village and the Developer, their permitted successors or assigns.

SECTION XV. ADDITIONAL PROVISIONS

A. Conflicts of Interest. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such financial interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement which affects his or her personal financial interest or the financial interests of any corporation, partnership or association in which he or she has a direct or indirect financial interest. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement.

B. Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

C. No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

D. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

E. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.

F. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, or sent via a nationally-recognized overnight delivery service (such as Federal Express), to the parties' respective addresses as follows:

To the Village: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Village Administrator

With a copy to: Village of Pleasant Prairie, Wisconsin
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director

With a further copy to: Brian G. Lanser and
Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue #2350
Milwaukee, WI 53202

To the Developer: Aurora Health Care, Inc.
750 W. Virginia St.
Milwaukee , WI 53204-1880
Attn: _____

With a copy to: John G. Gehringer
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

or to such other address as a party may designate for itself by notice given to the other parties from time to time in accordance with the provisions hereof.

Notice shall be deemed delivered (i) in the case of personal delivery, on the date when personally delivered; (ii) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery, or (iii) in the case of notice sent via a nationally-recognized overnight delivery service, on the day such delivery service attempts delivery at the notice address.

G. Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein.

H. Governing Law. This Development Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

I. Further Assurances. The Developer will at any time, and from time to time at the written request of the Village, sign and deliver such other documents and instruments requested by the Village as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Development Agreement.

J. Counterparts. This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

K. No Third Party Beneficiaries. This Development Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and permitted assigns, which shall not include, for purposes of this subsection, any person who has not assumed all of the benefits and obligations of this Development Agreement in accordance with the terms of this Development Agreement.

L. Applicability of Village Ordinances. The provisions of the Village Land Division and Development Control Ordinance and Zoning Ordinance are applicable to the subject matter of this Development Agreement whether or not such provisions are referred to expressly herein. In the event of inconsistency between the provisions of said ordinances and the provisions of this Development Agreement, the provisions that are most stringent against the Developer or most favorable to the Village shall control.

M. Amendment of Ordinances. In the event that the Village Land Division and Development Control Ordinance or Zoning Ordinance is amended or recreated after this Development Agreement is entered into, and before all of the obligations of the

Developer under this Development Agreement have been satisfied, then any such amendment shall apply to this Development Agreement and Developer shall comply with any such amendment.

N. Severability. In the event that any part of this Development Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement, and the balance of this Development Agreement shall survive.

O. No Threat to Public Health or Safety. Notwithstanding any language in this Development Agreement to the contrary, the Developer shall not do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Development Agreement which poses a threat to the public health or safety.

P. Good Faith and Fair Dealing. The parties shall deal with one another fairly and in good faith. If this Development Agreement provides that an approving party may grant or withhold its approval or consent in its sole and absolute judgment or discretion, such approval or consent may be unreasonably withheld or conditioned and the approving party shall not be obligated to state the reasons for withholding its approval. If this Development Agreement does not expressly provide that an approving or consenting party may grant or withhold its approval in its sole and absolute judgment or discretion, the approving party shall not unreasonably withhold, condition or delay its approval.

Q. No Rule of Construction Against Drafter. The language used in this Development Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of construction shall be applied against either party as the drafter of this Development Agreement.

R. Incorporation of Recitals. The Recital paragraphs set forth at the beginning of this Development Agreement are incorporated as part of this Development Agreement as though fully set forth herein.

S. Recording. The parties hereto agree that the Village may require the Developer to record this Development Agreement or a Memorandum of this Development Agreement on the record title to the Property or any portion thereof at the cost and expense of the Developer. The Developer shall, contemporaneously with the execution of the Development Agreement, execute and deliver the Memorandum of Development Agreement substantially in the form attached hereto as **Exhibit I**, or other similar document, in connection with such recording.

T. Covenant Running With the Land. The covenants and agreements contained in this Development Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Developer and all successive owners of the Property, and any portion thereof, and their respective heirs, representatives, successors and assigns.

U. Payment in Lieu of Taxes. Developer acknowledges that the Buildings and any additions thereto to be constructed on the Property are not intended to be property exempted from taxation under Section 70.11 of the Wisconsin Statutes or any successor statute ("Exempt Property"). Nothing in this section shall be construed as granting tax exempt status on the Developer, a successor owner of the Property or the Property. If any such party qualifies for tax exempt status under Wisconsin law, it is such party's obligation to apply for tax exempt status. At such time that any owner is granted tax exempt status pursuant to Wisconsin Statute 70.11, or any successor statute, such owner shall then make PILOT Payments (as hereinafter defined) to the Village. In consideration of governmental services and benefits to the Property furnished by the Village, beginning in the year the Property or any portion thereof becomes exempt from ad valorem real estate property tax, and so long as the Property or any portion thereof continues to be exempt, in whole or part, under Section 70.11 of the Wisconsin Statutes, or any successor statute, the owner, or its successors and assigns, shall pay the Village an annual PILOT Payment for the Property or the portion thereof which is exempt for each calendar year. A "PILOT Payment" for any calendar year shall be equal to the Village assessor's determination of the fair market value of the tax exempt portion of the Property on January 1 of each tax year multiplied by the total property tax rate equal to the net rate for all taxes calculated to include all taxing bodies reflected on Village tax bills from time to time. PILOT Payments for the year in which the Property or a portion thereof becomes exempt and subsequent years shall be due and payable in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated. No PILOT Payment is due hereunder from owner until such time that any portion of the Property is deemed to be exempt from payment of property taxes pursuant to Section 70.11 of the Wisconsin Statutes, or any successor statute. The Village's assessor's office may review the Property's or any portion of the Property's exempt status under Section 70.11 of the Wisconsin Statutes, or any successor statute, from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the Village as a result of those reviews or otherwise, determines that all or any portion of the Property no longer qualifies (or does not qualify) for exemption from property tax (i) the Village will provide notice of such determination to such owner or its successor or assigns; (ii) the payment of PILOT Payments shall be suspended with respect to any years applicable with respect to any portions of the Property for which exemption no longer applies and (iii) the Property or any portion thereof which does not qualify for exemption shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. Notwithstanding anything to the contrary contained herein, Developer and its successors and assigns acknowledges that it is or may be bound by the reporting requirement set forth in the preamble to Section 70.11 of the Wisconsin Statutes and that under Wisconsin Statute Section 70.109, exemptions are strictly construed; it is presumed that the Property is taxable, and the burden is on the person claiming exemption. Developer and its successors and assigns shall have the same rights to contest the assessed valuation of the Property as a taxpaying owner under Wisconsin law. The Village acknowledges an owner of the Property's right to contest the assessed valuation of the Property under the procedures provided in Section 70.47 of the Wisconsin Statutes or any successor statute.

V. Tax Assessment. During the existence of TID 5 or any successor tax increment financing district encumbering the Property, neither Developer nor any Lot owner shall contest or consent to any other party contesting the ad valorem tax assessed value for the Property or any portion thereof using as evidence of its value the sales of properties with abandoned or vacated buildings, and the ad valorem tax assessed value of the Property or any portion thereof shall be determined using the same method used for other like properties and under no circumstances will a vacant building method be used to determine such ad valorem tax assessed value.

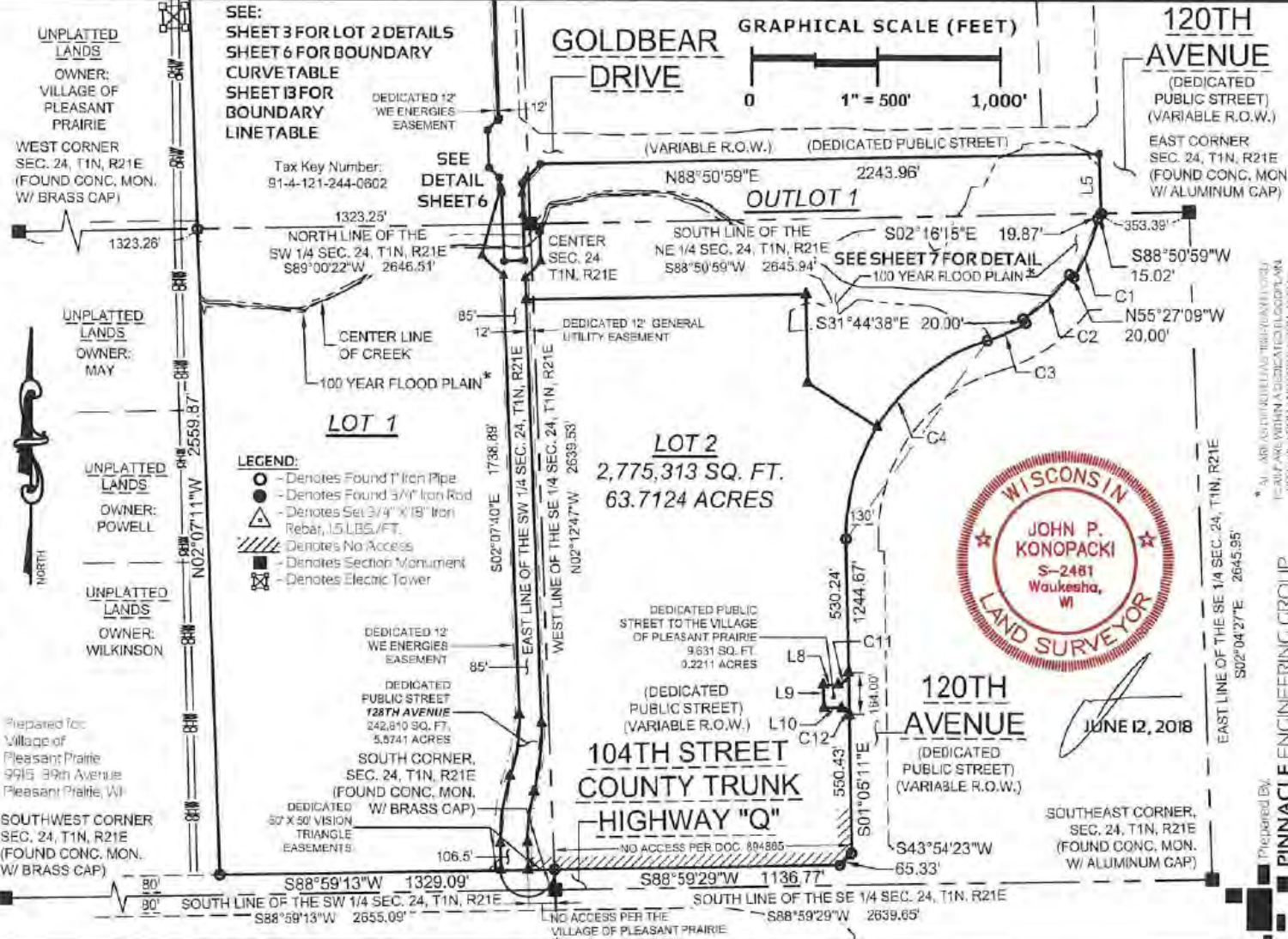
W. Survival of Representations and Warranties. All representations and warranties made by the Developer in this Development Agreement shall survive for a period of one (1) year after substantial completion of the last Building constructed on the Property by the Developer; provided, however, that Developer agrees to assign to the Village its rights under its design contracts for the Public Infrastructure Improvements prior to the expiration of such representations and warranties.

X. Costs. Developer shall pay all fees, costs and expenses incurred by the Village, including attorneys' fees, in connection with the negotiation, preparation, administration and enforcement of this Development Agreement, and all documents and agreements executed in connection therewith, and the declaration or enforcement of the Village's rights under this Development Agreement, including without limitation the declaration or enforcement of such rights in any litigation or arbitration proceeding involving the Village in any court or before any arbitrator or in any bankruptcy, reorganization or insolvency proceeding involving Developer or any of its members. Any and all such fees, costs and expenses unpaid by the Developer or incurred by the Village shall be indebtedness of Developer to the Village hereunder and shall be paid to the Village within thirty (30) days of the receipt of an invoice therefor.

[SIGNATURES CONTINUED ON NEXT PAGES]

CERTIFIED SURVEY MAP NO.

Being a revision of all of Lot 2 of Certified Survey Map No. 2880, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southeast 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 2 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



SEE:
SHEET 3 FOR LOT 2 DETAILS
SHEET 6 FOR BOUNDARY
CURVE TABLE
SHEET 13 FOR
BOUNDARY
LINE TABLE

Tax Key Number:
91-4-121-244-0602

SEE
DETAIL
SHEET 6

GRAPHICAL SCALE (FEET)

0 1" = 500' 1,000'

120TH AVENUE
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

EAST CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ ALUMINUM CAP)

SEE SHEET 7 FOR DETAIL

100 YEAR FLOOD PLAIN

LOT 1

LOT 2

2,775,313 SQ. FT.
63.7124 ACRES



JUNE 12, 2018

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - △ - Denotes Set 3/4" x 18" Iron Rebar, 1.5 LBS./FT.
 - ▨ - Denotes No Access
 - - Denotes Section Monument
 - ⊗ - Denotes Electric Tower

UNPLATTED LANDS
OWNER:
VILLAGE OF PLEASANT PRAIRIE

UNPLATTED LANDS
OWNER:
MAY

UNPLATTED LANDS
OWNER:
POWELL

UNPLATTED LANDS
OWNER:
WILKINSON

Prepared for:
Village of Pleasant Prairie
9915 89th Avenue
Pleasant Prairie, WI

SOUTHWEST CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

DEDICATED 12' WE ENERGIES EASEMENT

DEDICATED PUBLIC STREET
128TH AVENUE
242,810 SQ. FT.
5.8741 ACRES

SOUTH CORNER,
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

DEDICATED 50' X 50' VISION TRIANGLE EASEMENTS

DEDICATED PUBLIC STREET TO THE VILLAGE OF PLEASANT PRAIRIE
9,631 SQ. FT.
0.2211 ACRES

(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

104TH STREET COUNTY TRUNK HIGHWAY "Q"

NO ACCESS PER DOC. 894885

NO ACCESS PER THE VILLAGE OF PLEASANT PRAIRIE

120TH AVENUE
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

SOUTHEAST CORNER,
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ ALUMINUM CAP)

PEG JOB#897.00
SHEET 2 OF 14

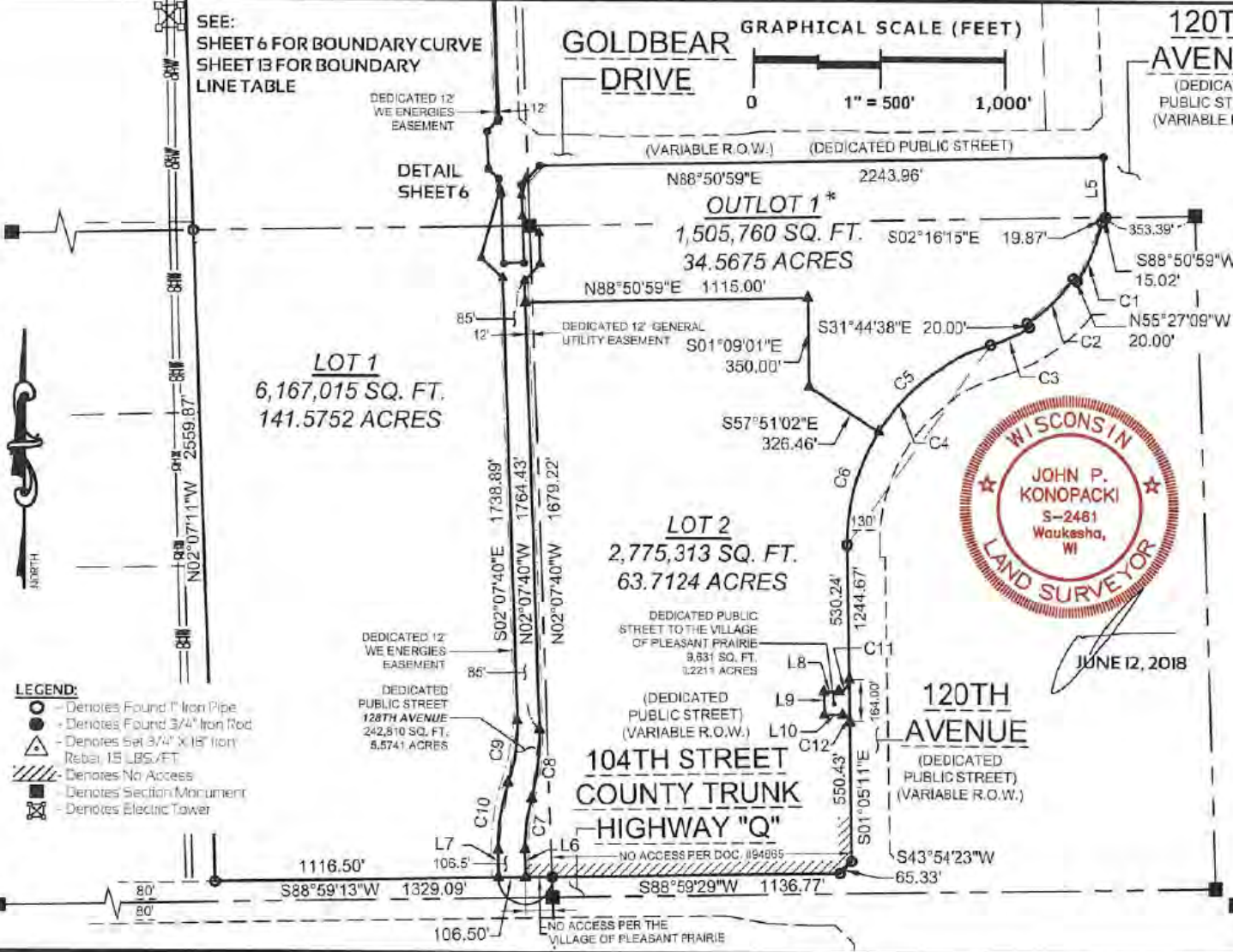
This instrument drafted by John P. Konopacki, PL-5-License No. S-2481

* ALL AREAS WITHIN THE BOUNDARY OF THIS MAP ARE WITHIN A DEDICATED FLOODPLAIN PRESCRIPTION AND PROTECTION ACTS SOIL LAND USE EASEMENT

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD, SUITE 100
BIRKENFIELD, WI 53005
OFFICE: (262) 754-8888

CERTIFIED SURVEY MAP NO.

Being a redivision of all of Lot 2 of Certified Survey Map No. 3849, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 AND the Northwest 1/4 and the Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Northwest 1/4 of Section 29, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



JUNE 12, 2018

* BUILT IN 1978 BY A DEDICATED STORAGE FOR BARN USE. BY FENCIBLES, A DEDICATED STORAGE FOR BARN USE. OUTLOT 1* IS A DEDICATED STORAGE FOR BARN USE. OUTLOT 1* IS A DEDICATED STORAGE FOR BARN USE. OUTLOT 1* IS A DEDICATED STORAGE FOR BARN USE.

Prepared by
PINNACLE ENGINEERING GROUP
15650 BILLENHOLD ROAD, SUITE 210
BROOKFIELD, WI 53005
OFFICE (262) 754-8866

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

REG JOB# 897.00
SHEET 3 OF 14

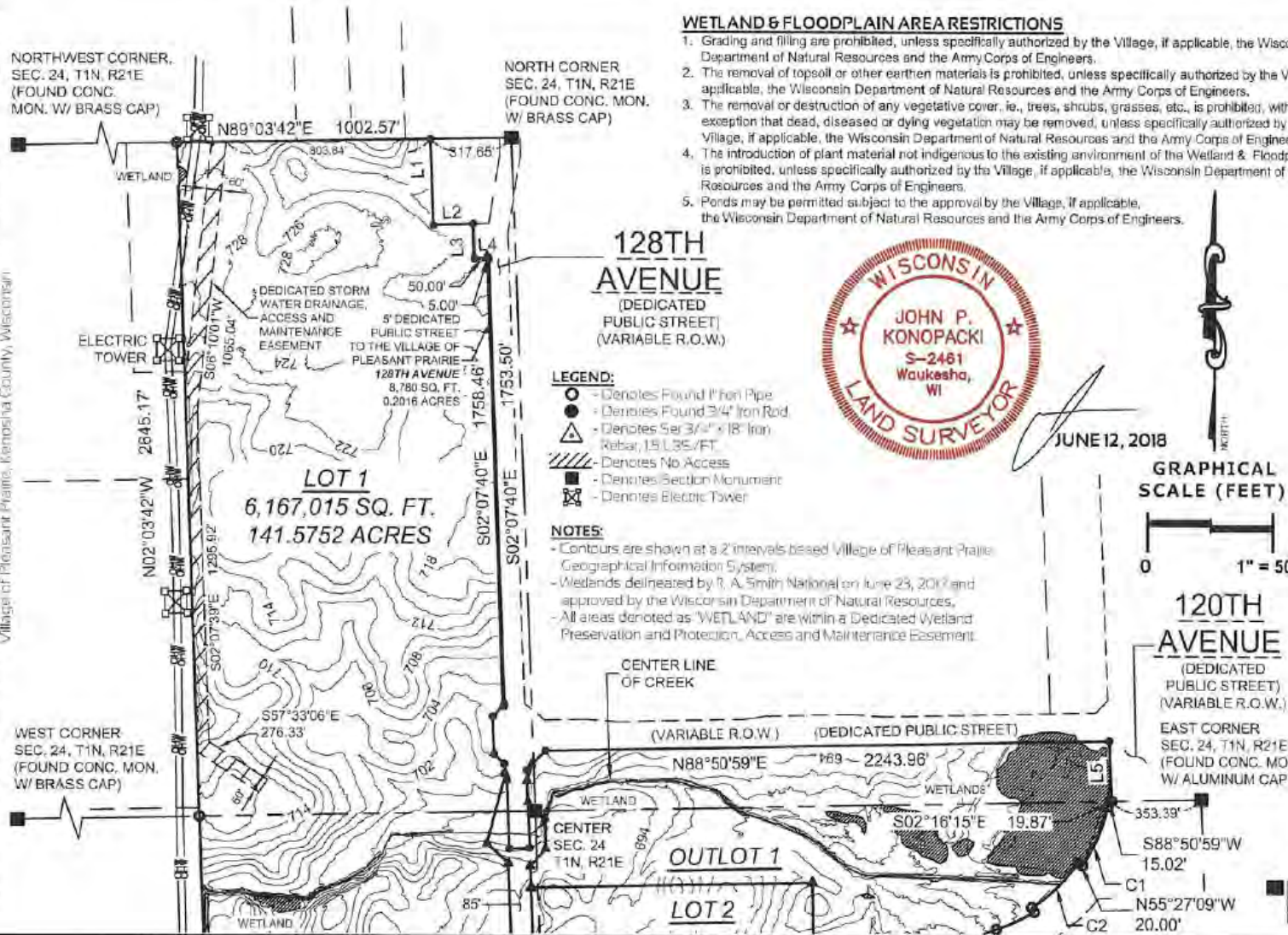
CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 26, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

NORTHWEST CORNER,
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

NORTH CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

WEST CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)



WETLAND & FLOODPLAIN AREA RESTRICTIONS

1. Grading and filling are prohibited, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased or dying vegetation may be removed, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
4. The introduction of plant material not indigenous to the existing environment of the Wetland & Floodplain area is prohibited, unless specifically authorized by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
5. Ponds may be permitted subject to the approval by the Village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- △ - Denotes Set 3/4" x 18" Iron Rebar, 15 LBS./FT.
- ▨ - Denotes No Access
- - Denotes Section Monument
- ⊗ - Denotes Electric Tower

NOTES:

- Contours are shown at a 2' intervals based Village of Pleasant Prairie Geographical Information System.
- Wetlands delineated by R. A. Smith National on June 23, 2017 and approved by the Wisconsin Department of Natural Resources.
- All areas denoted as "WETLAND" are within a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement.



JUNE 12, 2018

GRAPHICAL SCALE (FEET)



120TH AVENUE
(DEDICATED PUBLIC STREET)
(VARIABLE R.O.W.)

EAST CORNER
SEC. 24, T1N, R21E
(FOUND CONC. MON.
W/ ALUMINUM CAP)

Prepared By:
PINNACLE ENGINEERING GROUP
1550 BALLBOWLING ROAD, SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

REC JOB# 897.00
SHEET 5 OF 14

This instrument drafted by John P. Konopacki, PL S-License No. 5-2461

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	254.99'	643.50'	022°42'12"	S23°11'47"W	253.32'	S11°50'41"W	S34°32'53"W
C2	258.00'	623.50'	023°42'30"	S46°24'08"W	256.16'	S34°32'53"W	S58°15'23"W
C3	168.75'	643.50'	015°01'31"	S65°48'08"W	168.27'	S58°15'23"W	S73°16'54"W
C4	1046.81'	806.50'	074°22'05"	S36°05'51"W	974.96'	S73°16'54"W	S01°05'12"E
C5	578.98'	806.50'	041°07'56"	S52°42'56"W	566.63'		
C6	467.83'	806.50'	033°14'10"	S15°31'53"W	461.30'		
C7	200.52'	729.50'	015°44'55"	N08°51'41"E	199.88'	N01°00'47"W	N14°44'08"E
C8	275.19'	935.00'	016°51'48"	N05°18'14"E	274.20'	N14°44'08"E	N02°07'40"W
C9	250.91'	710.00'	020°14'54"	S07°59'47"W	249.61'	S02°07'40"E	S18°07'14"W
C10	265.82'	796.00'	019°08'01"	S08°33'13"W	264.58'	S18°07'14"W	S01°00'47"E
C11	73.83'	47.00'	090°00'00"	S43°54'49"W	66.47'	S01°05'11"E	S88°54'49"W
C12	42.41'	27.00'	090°00'00"	S46°05'11"E	38.18'	N88°54'49"E	S01°05'11"E

DETAIL OF 128TH AVENUE

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- △ - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
- - Denotes Section Monument



JUNE 12, 2018

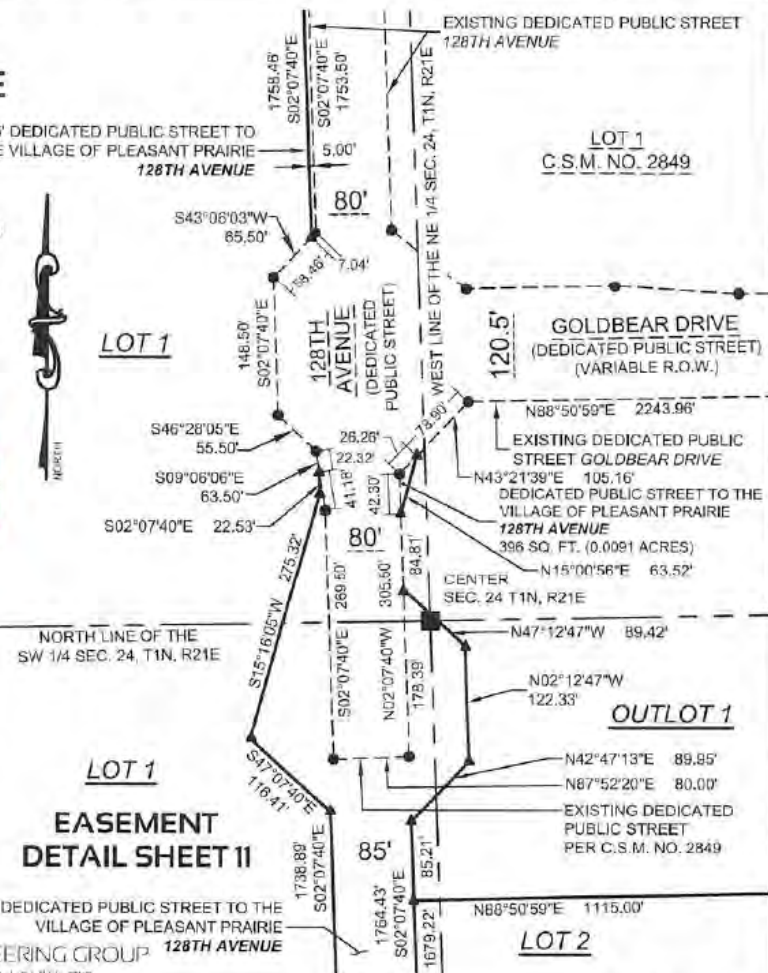
GRAPHICAL
SCALE (FEET)



Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

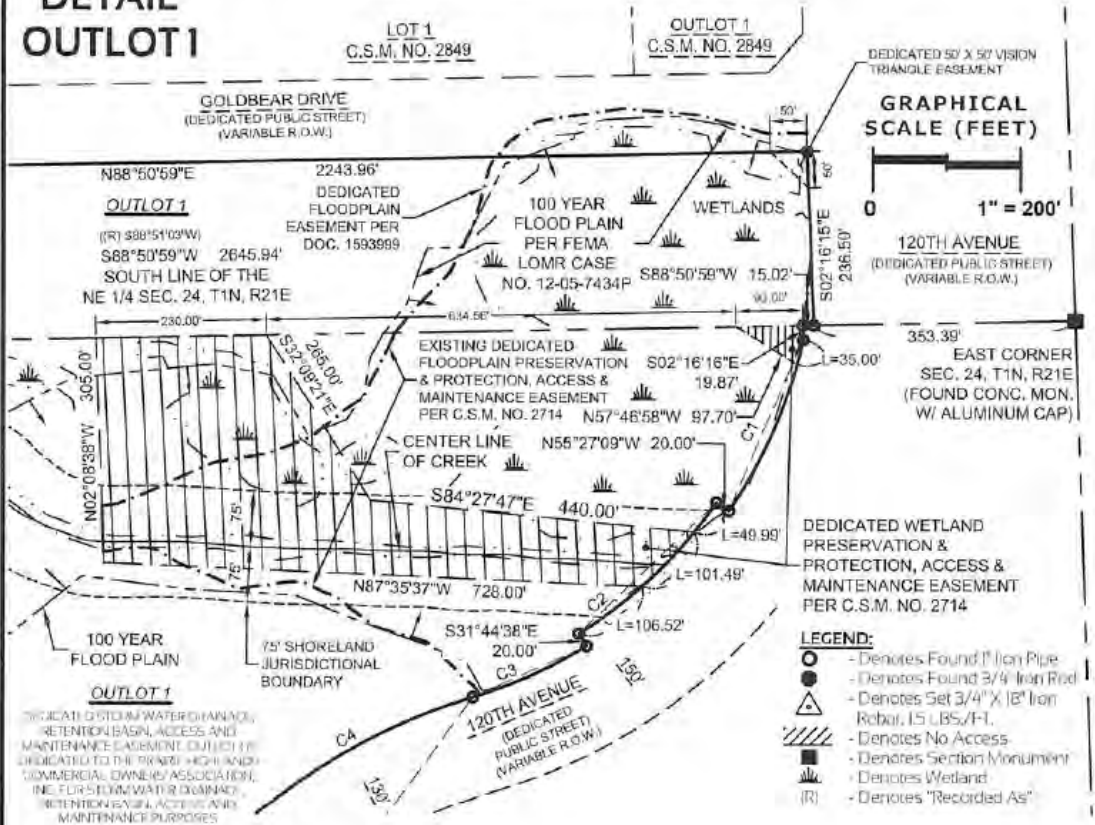
PEG JOB#897.00
SHEET 6 OF 14



CERTIFIED SURVEY MAP NO. _____

Being a redvision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

DETAIL OUTLOT 1



**GRAPHICAL
SCALE (FEET)**



- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - △ - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
 - - Denotes No Access
 - - Denotes Section Monument
 - ▨ - Denotes Wetland
 - (R) - Denotes "Recorded As"

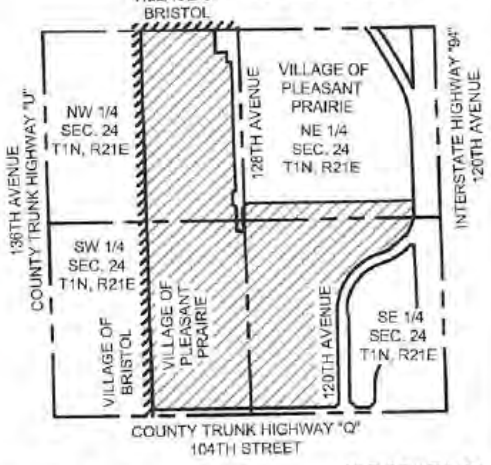
NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Flood Zone Classification: The property lies within Zone "AE" of the Flood Insurance Rate Map Community Panel No. 5505900187D and 5505900189D dated JUNE 19, 2012. Zone "AE" areas have base flood elevations determined. Floodplain shown based on Federal Emergency Management Agency Letter of Map Revision Case No. 12-05-7434P, effective June 20, 2013.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East bears S89°01'03"W.
- Coordinates for the Northeast Corner of the Northeast 1/4 Section 24, Township 1 North, Range 21 East referenced to the Wisconsin State Plane Coordinate System, South Zone.
Northeast Corner coordinates:
N=202,970.66
E=2,552,033.51

[Signature]
JUNE 12, 2018



**VICINITY SKETCH
SCALE 1"=2000'**



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD # SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 751-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 897.00
SHEET 7 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY)SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided all of Lot 2 of Certified Survey Map No. 2849, recorded in the Register of Deeds Office for Kenosha County as Document No. 1810901, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 24:

Thence North 89°03'42" East along the north line of the Northwest 1/4 of said Section 24, 1320.23 feet to the west line of the East 1/2 of said Northwest 1/4 and the Point of Beginning;

Thence continue North 89°03'42" East along said north line, 1002.57 feet to the west line of Outlot 2 of said Certified Survey Map No. 2849;

Thence South 02°07'40" East along said west line, 338.74 feet to the south line of said Outlot 2;

Thence North 87°52'20" East along said south line, 155.59 feet to the west right of way line of 128th Avenue;

Thence the following courses along the west right of way line of 128th Avenue:

South 02°07'40" East, 135.00 feet;

North 87°52'20" East, 55.00 feet;

South 02°07'40" East, 1753.50 feet;

South 43°06'03" West, 65.50 feet;

South 02°07'40" East, 148.50 feet;

South 46°28'05" East, 55.50 feet;

South 09°06'06" East, 63.50 feet;

South 02°07'40" East, 269.50 feet to the south right of way line of 128th Avenue;

Thence North 87°52'20" East, 80.00 feet to the east right of way line of 128th Avenue;

Thence North 02°07'40" West along said east right of way line, 305.50 feet;

Thence North 43°21'39" East along said east right of way line, 105.16 feet to the south right of way line of Goldbear Drive;

Thence North 88°50'59" East along said south right of way line, 2243.96 feet to the west right of way line of 120th Avenue;

Thence the following courses along said west right of way line of 120th Avenue:

South 02°16'15" East, 236.50 feet to the south line of the Northeast 1/4 of said Section 24;

South 88°50'59" West along said south line, 15.02 feet;

South 02°16'15" East, 19.87 feet to a point of curvature;

Southwesterly 254.99 feet along the arc of said curve to the right, whose radius is 643.50 feet

and whose chord bears South 23°11'47" West, 253.32 feet;

North 55°27'09" West, 20.00 feet to a point on a curve;

Southwesterly 258.00 feet along the arc of said curve to the right, whose radius is 623.50 feet

and whose chord bears South 46°24'08" West, 256.16 feet;

South 31°44'38" East, 20.00 feet to a point on a curve;

Southwesterly 168.75 feet along the arc of said curve to the right, whose radius is 643.50 feet

and whose chord bears South 65°46'08" West, 168.27 feet to a point of reverse curve;

Southwesterly 1048.81 feet along the arc of said curve to the left, whose radius is 808.50 feet

and whose chord bears South 36°05'51" West, 974.86 feet;

South 01°05'11" East, 1244.67 feet;

South 43°54'23" West, 65.33 feet to the north right of way line of 104th Street - County Trunk Highway "Q";

Thence South 88°59'29" West along said north right of way line, 1138.77 feet;

Thence South 88°59'13" West along said north right of way line, 1329.09 feet to the west line of the East 1/2 of the Southwest 1/4 of said Section 24;

Thence North 02°07'11" West along said west line, 2559.87 feet to the north line of said Southwest 1/4;

Thence North 02°03'42" West along the west line of the East 1/2 of the Northwest 1/4 of said Section 24, 2645.17 feet to the Point of Beginning.

Dedicating lands as graphically shown for right of way purposes:

Containing 10,709,705 square feet (245.8610 acres) gross and 10,448,080 square feet (239.8551 acres) net of land, more or less.

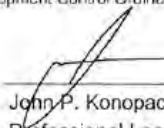
That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land.

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

That I have fully complied with the provisions of s.238.34 of the Wisconsin State Statute and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying and mapping the same.



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888


John P. Konopacki
Professional Land Surveyor S-2461
Date: JUNE 12, 2018

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB #897.00
SHEET 8 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2845, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

The following "Dedication and Easement Provisions" and "Restrictive Covenants" were drafted by the Village of Pleasant Prairie and are shown herein as a condition of map approval. Inclusion thereof on this document is not to be considered practicing law in the State of Wisconsin by the above signed Land Surveyor; the Land Surveyor is not responsible for rights granted, perceived or otherwise stated herein.

DEDICATION AND EASEMENT PROVISIONS:

1. The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) were/are being dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village"), and/or Kenosha County and/or the Wisconsin Department of Transportation (WI DOT) for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement which is hereby reserved in the right-of-way by the Village, and/or Kenosha County and/or the WI DOT as shown on this CSM for the Lot Owners adjacent to the public street areas for the required planting, mowing, watering, maintenance and cutting of grass within the grassy terrace area and for the maintenance and replanting of street trees in the area between the roadway pavement and the Lots. In the event of any conflict between the rights of the Village, Kenosha County and WI DOT under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot Owners pursuant to the public street dedication retained herein, the rights of the Village, Kenosha County or WI DOT shall be deemed to be superior.

The Village shall be responsible for all costs associated with the construction, installation, repair, alteration, and replacement of roadway improvements. The Lot Owners shall be responsible for the maintaining and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; and maintenance of the private storm water drainage improvements leading to the off-site retention basins used to handle storm water from the development sites in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the respective Development Agreement approvals.

2. Future perpetual nonexclusive utility easements coextensive with the future areas to be shown on the Lots by WE Energies (f/k/a W.E.P.CO.), AT & T (f/k/a Wisconsin Bell) and Spectrum (f/k/a Time Warner Cable Inc.) and their respective successors and assigns (collectively the "Utility and Communications Grantees") as may be granted by the Lot Owners, shall be identified for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The future General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement, on which such easements are located on their Lots as it does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the individual Lot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the individual Lot Owners shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village, Kenosha County and/or the WI DOT. 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, Kenosha County or WI DOT and the rights of the private utility, electric or communications company in such public street areas, the Village's, Kenosha County's or the WI DOT's rights shall be deemed to be superior.



JUNE 12, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
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OFFICE (262) 754-8288

This instrument drafted by John P. Konopacki, PL5-License No. S-2461

PEG JOB#897.00
SHEET 9 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a revision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

DEDICATION AND EASEMENT PROVISIONS CONTINUED.....

3. The fee interest in the area shown as Dedicated Storm Water, Retention Basin, Access and Maintenance Easement within the area shown as Outlot 1 on this CSM is hereby dedicated, given, granted and conveyed by the Village of Pleasant Prairie to the Prairie Highlands Commercial Owners' Association Inc. ("referred to as the Association") for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage maintenance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. This Outlot 1 fee interest transfer shall be exclusive, except for: 1) the Association's use, planting and irrigating, care and maintenance of the storm water inlet and outlet structures, retention basins, multi-use trails and related signage and surrounding grassy areas within Outlot 1 as it will not interfere with the improvements, uses and purposes of the Village; 2) a temporary Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 hereby granted to Aurora Health Care, Inc. and their contractors for the storm water drainage system improvements, storm water retention basin storage and conveyance construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities; and 3) a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement within Outlot 1 hereby retained by the Village for all storm water drainage system improvements, storm water retention basin storage and conveyance, multi-use trail and signage construction, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. In the event of any conflicts between the rights of the Village pursuant to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and the rights of the Association or any other persons or entities with respect to the Dedicated Easement, the Village's rights under this Easement shall be deemed to be superior. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligations to do anything related to its rights under this Easement.

4. Nonexclusive easements coextensive with the areas shown as Storm Water Drainage, Access and Maintenance Easement shown on Lot 1 of this CSM are hereby dedicated, given, granted and conveyed to the Association on this CSM for storm water drainage purposes, drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The Easement rights include the perpetual right to enter upon Lot 1 within the Storm Water Drainage Easement areas to re-construct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion of drainage ditches or storm sewer pipes for the purpose of conveying storm water across, and through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water drainage system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water drainage system improvements, without compensation to the underlying land Owner.

The storm water drainage easements areas are 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 above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Association on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement areas as may be approved for the underlying Lot by the Village. In the event of any conflict between the rights of the underlying Lot Owner, the rights of the Village and the rights of the Association or other entities with respect to the storm water Easement areas, the Village's rights under these Easements shall be deemed to be superior.

5. Nonexclusive easements coextensive with the areas shown as a Dedicated Public Storm Sewer, Access and Maintenance Easement on Lot 1 of this CSM is dedicated, given, granted and conveyed on this CSM to the Village for storm sewer purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. The storm sewer easement area is 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 above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner of the Lot 1 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the underlying Lot Owner, the rights of the Village and the rights of other entities with respect to the storm sewer easement area, the Village's rights under this easement shall be deemed to be superior.

The easement rights include the Village's perpetual right to enter upon Lot 1 within the storm sewer easement areas at any time that the Village may see fit, to re-construct, maintain, use and repair the underground storm sewer mains and related appurtenances, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water across, through and under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm sewer system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm sewer system improvements.

6. A nonexclusive easement coextensive within the area shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and retained by the Village and the Lot Owners for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.



JUNE 12, 2018

Prepared By:
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This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 897.00
SHEET 10 OF 14

CERTIFIED SURVEY MAP NO. _____

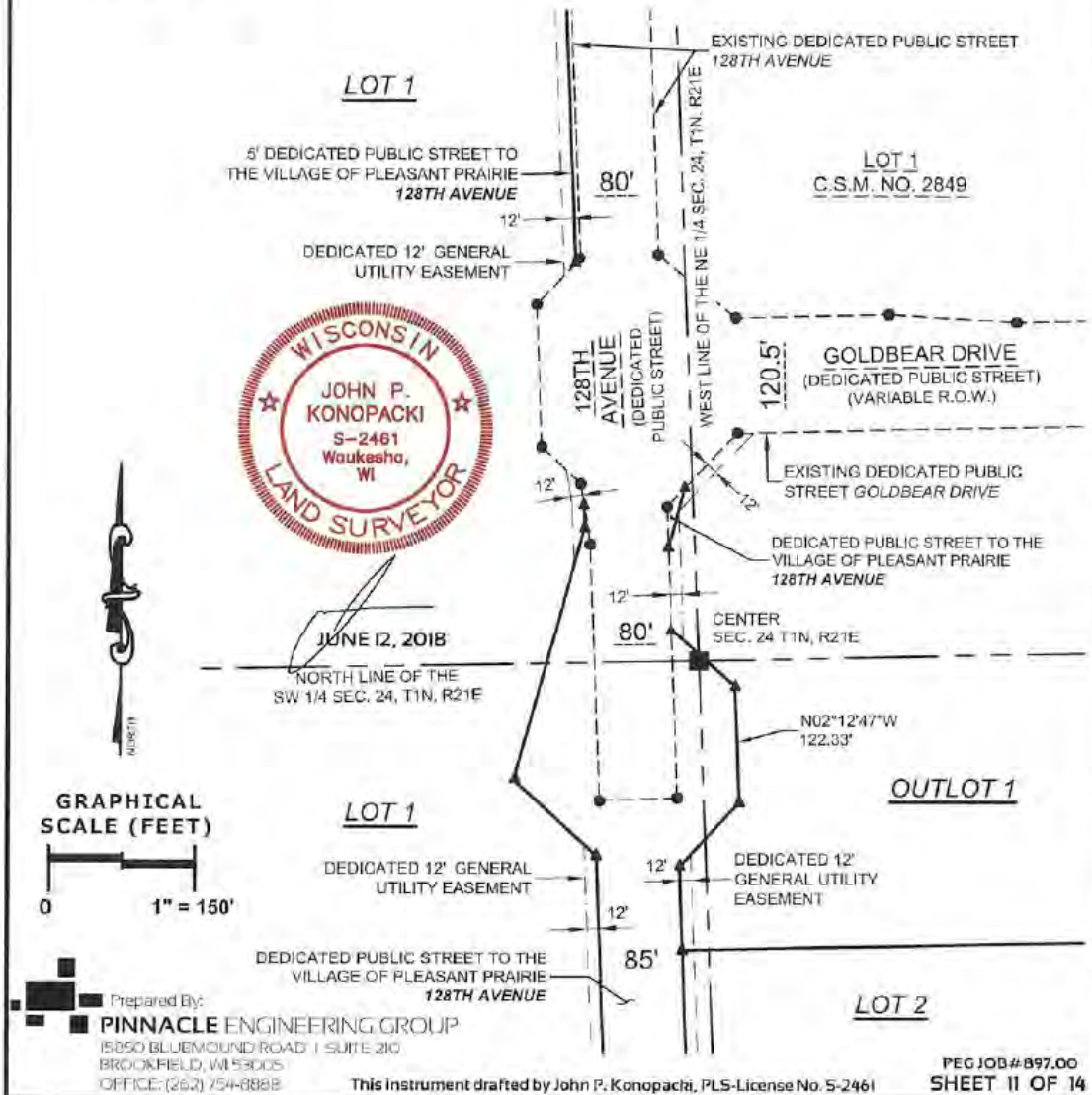
Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

DEDICATION AND EASEMENT PROVISIONS CONTINUED:

7. A nonexclusive easement coextensive within the area shown as a Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and retained by the Land Owner ("the Village") and the Lot Owners for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

8. A nonexclusive easement coextensive with the area shown as a Dedicated 50' x 50' Vision Triangle Easement shown on this CSM is hereby dedicated, given, granted and retained by the Owner to the Village in order to maintain a clear sight line of vision at the County Trunk Highway (CTH) Q and 120th Avenue and CTH Q and 128th Avenue intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.

**EASEMENT
DETAIL**



CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

RESTRICTIVE COVENANTS:

1. The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, 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 areas, which might damage the street trees or might interfere with the Village's rights, Kenosha County's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village, Kenosha County and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, Kenosha County and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Owner's Lot, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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.

2. The Village of Pleasant Prairie hereby covenants that the respective Lot or Outlot Owners shall have the obligation of protecting and preserving the wetland areas shown on their Lot on this CSM in those areas in which wetland fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees, invasive plant materials or species, and planting of wetland plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Army Corps of Engineers (ACOE). No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands, which may damage the wetland areas. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owners shall perform such wetland maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such wetland related maintenance activities, the respective Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

3. The Village of Pleasant Prairie hereby covenants that the Lot or Outlot Owners shall have the obligation of protecting and preserving the 100-Year floodplain areas shown on their Lots on this CSM in those areas in which floodplain fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees or plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Federal Emergency Management Agency (FEMA). No filling or land disturbance of the floodplains shall be allowed unless approved by the Village, WI DNR and FEMA. No signage or fences shall be erected within the floodplain, which may cause flooding or redirection of the water off of the Lot. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot or Outlot Owners shall perform such floodplain maintenance as may be needed, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such floodplain related maintenance activities, the respective Lot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

4. The Village of Pleasant Prairie hereby covenants that the Dedicated Vision Triangle Easements shown on this CSM hereby places restrictions on the referenced Lots land because of the location of this Easements which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the CTH Q and 120th and 128th Avenue intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and/or Kenosha County DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village and/or Kenosha County.



JUNE 12, 2018

Prepared by:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PL5-License No. S-2461

PEG JOB#897.00
SHEET 12 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redimension of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 2 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

RESTRICTIVE COVENANTS:

5. The Village of Pleasant Prairie hereby covenants that the Prairie Highlands Corporate Park Commercial Owners' Association Inc. ("referred to as the Association") shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area shown as Outlot 1 on this CSM in a functional, neat and nuisance free condition to handle storm water in the Corporate Park. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; weeding to prevent nuisance conditions and multi-use trail and signage related maintenance activities. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Outlot 1 area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Outlot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage, retention basin, multi-use trail or signage related maintenance activities on the Outlot 1 property, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

6. The Village of Pleasant Prairie hereby covenants that the Association shall have the obligation of maintaining the Dedicated Storm Water Drainage, Access and Maintenance Easement area shown on Lot 1 of this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and/or catch basin structures; mowing; and weeding to prevent nuisance conditions. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Lot 1 storm water drainage easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the Lot 1 land, shall be binding upon the Association, its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage related maintenance activities in the Easement on Lot 1, the Association or Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner 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 Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.

7. The Village of Pleasant Prairie hereby covenants that the Village of Pleasant Prairie shall have the obligation of maintaining the underground Dedicated Public Storm Sewer area shown on Lot 1 of this CSM in a functional, neat and nuisance free condition to handle storm water. Such maintenance shall include, without limitation and as needed, cleaning and televising; removing of trash, debris, leaves and brush as it impacts the storm sewer pipe; clearing, repairing and replacing catch basin structures. The Village of Pleasant Prairie further covenants that there shall be no structures, fences, gates, signs, berming or altering of the grade of the land within the Lot 1 Public Storm Sewer easement area which blocks, diverts or re-routes the drainage flow or which might interfere with the storm water function and flow, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the Lot 1 land, shall be binding upon the Lot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such above ground mowing maintenance activities in the Easement on Lot 1, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S02°07'40"E	338.74'
L2	N87°52'20"E	155.59'
L3	S02°07'40"E	136.00'
L4	N87°52'20"E	55.00'
L5	S02°16'15"E	236.50'
L6	N01°00'47"W	110.08'
L7	S01°00'47"E	110.08'
L8	S88°54'49"W	53.00'
L9	S01°05'11"E	90.00'
L10	N88°54'49"E	73.00'



Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD, SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB # 897.00
 SHEET 13 OF 14

CERTIFIED SURVEY MAP NO. _____

Being a redivision of all of Lot 2 of Certified Survey Map No. 2849, being a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

OWNER'S CERTIFICATE

We, the Village of Pleasant Prairie, a municipal body corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Pleasant Prairie.

The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by _____ and _____ as the _____ and _____ Village of Pleasant Prairie on this _____ day of _____, 2018.

(Witness) _____ By: _____
Nathan R. Thiel
Village Administrator

(Witness) _____ By: _____
Jane C. Snell
Village Clerk

STATE OF WISCONSIN) SS
KENOSHA COUNTY) SS

Personally came before me this _____ day of _____, 2018, (name) _____ (title) _____ and (name) _____ (title) _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Village Interim Administrator and Village Clerk of the Village of Pleasant Prairie, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this _____ day of _____, 2018.

Michael J. Serpe, Village Plan Commission Chairman

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this _____ day of _____, 2018.

John P. Steinbrink, Village President

Jane C. Snell, Village Clerk



JUNE 12, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD - SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 897.00
SHEET 14 OF 14

EXHIBIT B

CONCEPTUAL SITE PLAN

EXHIBIT C

FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT

[See attached]

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number

Document Title

MEMORANDUM OF DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND AURORA HEALTH CARE, INC.

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made by the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 and Aurora Health Care, Inc., a Wisconsin corporation (the "Developer"), with a business address of 750 West Virginia Street, Milwaukee, Wisconsin 53204 for the purposes set forth in the Development Agreement dated _____, 2018 between the Village of Pleasant Prairie and the Developer ("Development Agreement") on file with the Village.

Recording Area

Name and Return Address

Village Of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

WITNESSETH:

Parcel Identification Number (PIN)

1. The Developer and the Village have entered into the Development Agreement regarding the development of the site and buildings on certain real property located within the Village, the legal description which is attached hereto as Exhibit A and incorporated herein by reference (the "Property"). A copy of the Development Agreement which details certain required construction activities, responsibilities and obligations of all parties for the development of the Property is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans, profiles and specifications relating to such construction, all of which are a part of or provided for in the Development Agreement.

2. The Development Agreement has provided, among other things, the following:

a. The Developer has undertaken various obligations under the Development Agreement including, but not limited to, performing the Developer Work (as such term is defined in the Development Agreement) as required by the Development Agreement.

b. The Developer has made various representations, warranties and indemnities in the Development Agreement.

c. The Developer has agreed to construct certain improvements and the Developer Work on the Property with the values and within the timelines provided in the Development Agreement.

d. The Development Agreement includes a provision requesting payments in lieu of taxes in the event any portion of the Property is exempt from the payment of ad valorem taxes and a requirement that the assessed value of any portion of the Property be determined using the same method used for like properties and under no circumstances shall a vacant property method be used to determine such tax assessed value.

3. The Development Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer, and their respective successors and assigns as to the Development Agreement.

4. The Development Agreement runs with the land and is enforceable against Developer and its successors and assigns, including, but not limited to, successor owners of the Property.

5. This Memorandum is intended for notice purposes only and is not a complete summary of the Development Agreement. The provisions of this Memorandum shall not be used in interpreting the Development Agreement. In the event of any conflict between this Memorandum and the Development Agreement, the Development Agreement shall control.

IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this ____ day of _____, 2018.

[SIGNATURES CONTINUED ON NEXT PAGES]

VILLAGE OF PLEASANT PRAIRIE, a
Wisconsin municipal corporation

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

This Memorandum was acknowledged before me this ____ day of _____,
2018 by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, of the
Village of Pleasant Prairie.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

AURORA HEALTH CARE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2018 the above-named _____, the _____ of Aurora Health Care, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability company.

Notary Public,
_____ County, _____
Commission: _____

This Memorandum Agreement Drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A
LEGAL DESCRIPTION



MEMORANDUM

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

TO: Nathan Thiel, Village Administrator

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

SUBJ: Prairie Highlands Corporate Park
Award of Construction Contract

DATE: June 8, 2018

Overview:

In accordance with the published Official Notice to Bidders, sealed bids for the above referenced project were received until 10:00 A.M. on June 7, 2018, at the Village Hall. The bids were publicly opened and read aloud.

The project consists of one prime contract generally consisting of the following work:

- Mass grade approximately 300 acres including six regional retention ponds
- 7,500 Linear feet of roadway.
- 7,500 Linear feet 10-foot wide multi-use pedestrian path.
- 1- 20-foot wide span x 88-foot long Consplan bridge with railings
- 7,700 Linear feet water main.
- 6,800 Linear feet sanitary sewer.
- 9,600 Linear feet storm sewer.

A total of three bids were received for this project. The low base bid was submitted by Reesman's Excavating and Grading, Inc. of Burlington, WI, in the amount of \$17,394,896.45. The second low base bid was submitted by Zignego Inc. of Waukesha, Wisconsin, in the amount of \$18,790,687.55. The high base bid was submitted by Ryan Incorporated Central, of Janesville, Wisconsin, in the amount of \$19,646,857.75.

Recommendation:

The bids were reviewed and Reesman's Excavating and Grading, Inc. was found to be the lowest overall responsive and responsible bidder. It is recommended the Village Board award this project to Reesman's Excavating and Grading, Inc. with an overall low base bid of \$17,394,896.45. Following formal award by the Village Board, the necessary documents for execution by the Village and the Contractor will be prepared.

Attachments: Bid Tab

PRAIRIE HIGHLANDS CORPORATE PARK - BID TAB

BID OPENING 6/7/2018

SECTION 1 - HARIBO PROPERTY SITE GRADING, PONDS 1A, 1B & 2P (SUBSTANTIAL COMPLETION DATE 3/31/19)

Item	Description	Unit	Bid Quantity	REESMAN EXCAVATING AND GRADING, INC.		SIGNAGE COMPANY, INC.		RYAN INCORPORATED CENTRAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Clearing and Grubbing, as specified:	LS	1	\$100,264.70	\$100,264.70	\$22,000.00	\$22,000.00	\$26,800.00	\$26,800.00
2	Mass Grading, as specified:	LS	1	\$2,313,721.21	\$2,313,721.21	\$3,063,000.00	\$3,063,000.00	\$2,084,500.00	\$2,084,500.00
3	Soil Modification, 12" Till Depth, as specified:	SY	800,000	\$2.86	\$2,288,000.00	\$2.86	\$2,288,000.00	\$2.20	\$1,760,000.00
4	Construction Staking, as specified:	LS	1	\$18,182.72	\$18,182.72	\$4,000.00	\$4,000.00	\$9,640.00	\$9,640.00
SECTION 1 SUBTOTAL - ITEMS 1 THRU 4, INCLUSIVE:					\$4,720,168.63		\$5,377,000.00		\$3,880,940.00

ALTERNATE BID SECTION 1A - HARIBO PROPERTY SITE GRADING, PONDS 1A, 1B & 2P (SUBSTANTIAL COMPLETION DATE 8/31/19)

Item	Description	Unit	Bid Quantity	REESMAN EXCAVATING AND GRADING, INC.		SIGNAGE COMPANY, INC.		RYAN INCORPORATED CENTRAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1A	Clearing and Grubbing, as specified:	LS	1	\$100,264.70	\$100,264.70	\$22,000.00	\$22,000.00	\$26,800.00	\$26,800.00
2A	Mass Grading, as specified:	LS	1	\$2,413,985.91	\$2,413,985.91	\$3,163,985.00	\$3,163,985.00	\$2,325,500.00	\$2,325,500.00
3A	Soil Modification, 12" Till Depth, as specified: ITEM REMOVED FROM THIS SECTION	SY	0						
4A	Construction Staking, as specified:	LS	1	\$18,182.72	\$18,182.72	\$4,000.00	\$4,000.00	\$9,640.00	\$9,640.00
ALTERNATE BID SECTION 1A SUBTOTAL - ITEMS 1A THRU 4A, INCLUSIVE:					\$2,532,433.33		\$3,189,985.00		\$2,361,940.00

SECTION 2 - ROADWAYS, UTILITIES, EROSION CONTROL, RESTORATION AND REMAINING GRADING

				REESMAN EXCAVATING AND GRADING, INC.		SIGNAGE COMPANY, INC.		RYAN INCORPORATED CENTRAL	
Item	Description	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
5	Clearing and Grubbing, as specified:	LS	1	\$44,885.34	\$44,885.34	\$22,000.00	\$22,000.00	\$21,000.00	\$21,000.00
6	Removing Curb and Gutter, as specified:	LF	2,600	\$3.73	\$9,698.00	\$5.00	\$13,000.00	\$15.50	\$40,300.00
7	Removing Pavement Markings, as specified:	LF	3,488	\$0.62	\$2,162.56	\$0.60	\$2,092.80	\$0.75	\$2,616.00
8	Removing Signs, as specified:	EACH	10	\$47.28	\$472.80	\$110.00	\$1,100.00	\$125.00	\$1,250.00
9	Removing Fence/Gate, as specified:	LS	1	\$467.55	\$467.55	\$10,000.00	\$10,000.00	\$963.00	\$963.00
10	Removing Storm Sewer, as specified:	LF	120	\$30.95	\$3,714.00	\$30.95	\$3,714.00	\$24.50	\$2,940.00
11	Removing Culverts, as specified:	LF	30	\$30.95	\$928.50	\$30.95	\$928.50	\$28.50	\$855.00
12	Removing Catch Basins, as specified:	EACH	8	\$450.31	\$3,602.48	\$450.31	\$3,602.48	\$371.00	\$2,968.00
13	Removing Water Main and Hydrant Leads, as specified:	LF	72	\$42.07	\$3,029.04	\$35.00	\$2,520.00	\$39.50	\$2,844.00
14	Removing Fire Hydrants, as specified:	EACH	6	\$567.22	\$3,403.32	\$693.39	\$4,160.34	\$785.00	\$4,710.00
15	Removing Water Valves and Valve Boxes, as specified:	EACH	2	\$654.50	\$1,309.00	\$4,943.33	\$9,886.66	\$5,600.00	\$11,200.00
16	Removing Sanitary Sewer, as specified:	LF	90	\$38.31	\$3,447.90	\$166.72	\$15,004.80	\$189.00	\$17,010.00
17	Removing Asphalt Pavement, as specified:	SY	3,050	\$2.50	\$7,625.00	\$2.50	\$7,625.00	\$5.10	\$15,555.00
18	Removing Concrete Pavement and Sidewalk, as specified:	SY	65	\$13.53	\$879.45	\$13.53	\$879.45	\$20.50	\$1,332.50
19	Mass Grading, as specified:	LS	1	\$3,017,427.38	\$3,017,427.38	\$3,767,427.00	\$3,767,427.00	\$3,500,000.00	\$3,500,000.00
20	Excavation Below Subgrade, as specified:	CY	50,000	\$5.88	\$294,000.00	\$5.88	\$294,000.00	\$4.20	\$210,000.00
21	Granular Backfill for Excavation Below Subgrade, furnished and installed as specified:	TON	20,000	\$14.82	\$296,400.00	\$14.82	\$296,400.00	\$23.50	\$470,000.00
22	Clay Pond Liner, furnished and installed as specified:	SY	10,000	\$4.72	\$47,200.00	\$4.72	\$47,200.00	\$1.70	\$17,000.00
23	Con/Span Bridge, furnished and installed as specified:	LS	1	\$619,314.79	\$619,314.79	\$690,000.00	\$690,000.00	\$782,500.00	\$782,500.00

24	Base Aggregate Dense 1-1/4", furnished and installed as specified:	TON	23,300	\$21.75	\$506,775.00	\$23.00	\$535,900.00	\$28.00	\$652,400.00
25	Base Aggregate Open Graded, furnished and installed as specified:	TON	3,900	\$28.21	\$110,019.00	\$28.00	\$109,200.00	\$39.50	\$154,050.00
26	Concrete Pavement, 8-Inch, furnished and installed as specified:	SY	38,000	\$36.16	\$1,374,080.00	\$37.00	\$1,406,000.00	\$40.00	\$1,520,000.00
27	HMA Pavement, Type MT, furnished and installed as specified:	TON	5,100	\$62.70	\$319,770.00	\$60.35	\$307,785.00	\$71.00	\$362,100.00
28	HMA Pavement, Type LT, furnished and installed as specified:	TON	1,400	\$96.85	\$135,590.00	\$80.50	\$112,700.00	\$97.00	\$135,800.00
29	Concrete Curb & Gutter Adjacent to Concrete Pavement, furnished and installed as specified:	LF	19,830	\$18.60	\$368,838.00	\$17.50	\$347,025.00	\$20.50	\$406,515.00
30	30" Concrete Curb & Gutter, Type D, furnished and installed as specified:	LF	2,340	\$20.88	\$48,859.20	\$17.50	\$40,950.00	\$23.00	\$53,820.00
31	Concrete Sidewalk, 5-Inch, furnished and installed as specified:	SF	765	\$8.31	\$6,357.15	\$7.00	\$5,355.00	\$9.05	\$6,923.25
32	Curb Ramp Detectable Warning Field, Natural Patina, furnished and installed as specified:	SF	160	\$35.33	\$5,652.80	\$50.00	\$8,000.00	\$38.50	\$6,160.00
33	Concrete Sidewalk, 4-Inch, Stamped Herringbone Pattern, furnished and installed as specified:	SF	1,155	\$15.07	\$17,405.85	\$7.00	\$8,085.00	\$16.50	\$19,057.50
34	Concrete Median Sloped Nose, furnished and installed as specified:	SF	790	\$8.31	\$6,564.90	\$12.00	\$9,480.00	\$9.05	\$7,149.50
35	Adjusting Existing Manhole Covers, as specified:	EACH	3	\$1,284.54	\$3,853.62	\$1,284.54	\$3,853.62	\$933.00	\$2,799.00
36	Pavement Marking Epoxy 4-Inch, furnished and installed as specified:	LF	32,540	\$0.73	\$23,754.20	\$0.70	\$22,778.00	\$0.85	\$27,659.00
37	Pavement Marking Epoxy 6-Inch, furnished and installed as specified:	LF	215	\$9.87	\$2,122.05	\$9.50	\$2,042.50	\$11.50	\$2,472.50
38	Pavement Marking Epoxy 8-Inch, furnished and installed as specified:	LF	2,630	\$1.35	\$3,550.50	\$1.30	\$3,419.00	\$1.55	\$4,076.50
39	Pavement Marking Epoxy 12-Inch, furnished and installed as specified:	LF	30	\$7.79	\$233.70	\$7.50	\$225.00	\$8.95	\$268.50
40	Pavement Marking Epoxy 24-Inch, furnished and installed as specified:	LF	150	\$11.43	\$1,714.50	\$11.00	\$1,650.00	\$13.00	\$1,950.00
41	Pavement Marking Epoxy Curb, furnished and installed as specified:	LF	250	\$5.20	\$1,300.00	\$5.00	\$1,250.00	\$5.95	\$1,487.50
42	Pavement Marking Island Nose Epoxy, furnished and installed as specified:	EACH	4	\$213.00	\$852.00	\$205.00	\$820.00	\$244.00	\$976.00
43	Pavement Marking Arrows Epoxy, furnished and installed as specified:	EACH	24	\$254.56	\$6,109.44	\$245.00	\$5,880.00	\$291.00	\$6,984.00
44	Pavement Marking Words Epoxy, furnished and installed as specified:	EACH	12	\$259.75	\$3,117.00	\$250.00	\$3,000.00	\$297.00	\$3,564.00
45	Signs Assembly, furnished and installed as specified:	EACH	21	\$342.87	\$7,200.27	\$335.00	\$7,035.00	\$340.00	\$7,140.00

46	End of Roadway Markers, furnished and installed as specified:	EACH	3	\$280.53	\$841.59	\$185.00	\$555.00	\$278.00	\$834.00
47	PVC Sleeve Pipe, 6-Inch, furnished and installed as specified:	LF	566	\$22.85	\$12,933.10	\$25.65	\$14,517.90	\$29.00	\$16,414.00
48	Edgedrain, 6-Inch, furnished and installed as specified:	LF	20,000	\$4.76	\$95,200.00	\$7.97	\$159,400.00	\$9.05	\$181,000.00
49	Drain Tile, 6-Inch, furnished and installed as specified:	LF	1,050	\$16.59	\$17,419.50	\$25.57	\$26,848.50	\$29.00	\$30,450.00
50	Reinforced Concrete Pipe, Class IV 12", Excavated Material Backfill, furnished and installed as specified:	LF	337	\$34.50	\$11,626.50	\$34.50	\$11,626.50	\$51.50	\$17,355.50
51	Reinforced Concrete Pipe, Class IV 12", Granular Backfill, furnished and installed as specified:	LF	557	\$48.68	\$27,114.76	\$48.68	\$27,114.76	\$54.50	\$30,356.50
52	Reinforced Concrete Pipe, Class IV 12", Slurry Backfill, furnished and installed as specified:	LF	66	\$75.38	\$4,975.08	\$75.38	\$4,975.08	\$162.00	\$10,692.00
53	Reinforced Concrete Pipe, Class IV 15", Excavated Material Backfill, furnished and installed as specified:	LF	504	\$45.35	\$22,856.40	\$45.35	\$22,856.40	\$51.50	\$25,956.00
54	Reinforced Concrete Pipe, Class IV 15", Granular Backfill, furnished and installed as specified:	LF	658	\$51.33	\$33,775.14	\$51.33	\$33,775.14	\$57.00	\$37,506.00
55	Reinforced Concrete Pipe, Class IV 15", Slurry Backfill, furnished and installed as specified:	LF	182	\$87.40	\$15,906.80	\$87.40	\$15,906.80	\$226.00	\$41,132.00
56	Reinforced Concrete Pipe, Class III 18", Excavated Material Backfill, furnished and installed as specified:	LF	85	\$53.85	\$4,577.25	\$53.85	\$4,577.25	\$58.00	\$4,930.00
57	Reinforced Concrete Pipe, Class III 24", Excavated Material Backfill, furnished and installed as specified:	LF	178	\$65.67	\$11,689.26	\$65.67	\$11,689.26	\$72.50	\$12,905.00
58	Reinforced Concrete Pipe, Class III 24", Granular Backfill, furnished and installed as specified: ITEM DELETED	LF	0						
59	Reinforced Concrete Pipe, Class III 30", Excavated Material Backfill, furnished and installed as specified:	LF	357	\$77.17	\$27,549.69	\$77.17	\$27,549.69	\$85.50	\$30,523.50
60	Reinforced Concrete Pipe, Class III 30", Granular Backfill, furnished and installed as specified:	LF	856	\$88.82	\$76,029.92	\$88.82	\$76,029.92	\$102.00	\$87,312.00
61	Reinforced Concrete Pipe, Class III 36", Excavated Material Backfill, furnished and installed as specified:	LF	496	\$85.50	\$42,408.00	\$85.50	\$42,408.00	\$94.00	\$46,624.00
62	Reinforced Concrete Pipe, Class III 36", Granular Backfill, furnished and installed as specified:	LF	853	\$104.39	\$89,044.67	\$104.39	\$89,044.67	\$130.00	\$110,890.00
63	Reinforced Concrete Pipe, Class III 42", Excavated Material Backfill, furnished and installed as specified:	LF	1,121	\$102.45	\$114,846.45	\$102.45	\$114,846.45	\$113.00	\$126,673.00
64	Reinforced Concrete Pipe, Class III 42", Granular Backfill, furnished and installed as specified:	LF	785	\$125.29	\$98,352.65	\$125.29	\$98,352.65	\$160.00	\$125,600.00
65	Reinforced Concrete Pipe, Class III 48", Excavated Material Backfill, furnished and installed as specified:	LF	1,377	\$116.50	\$160,420.50	\$116.50	\$160,420.50	\$148.00	\$203,796.00
66	Reinforced Concrete Pipe, Class III 48", Granular Backfill, furnished and installed as specified:	LF	1,652	\$186.94	\$308,824.88	\$186.94	\$308,824.88	\$213.00	\$351,876.00
67	Reinforced Concrete Pipe, Class III 60", Granular Backfill, furnished and installed as specified:	LF	375	\$227.43	\$85,286.25	\$227.43	\$85,286.25	\$286.00	\$107,250.00

68	Reinforced Concrete Pipe, Class III 72", Excavated Material Backfill, furnished and installed as specified:	LF	70	\$251.19	\$17,583.30	\$251.19	\$17,583.30	\$284.00	\$19,880.00
69	Reinforced Concrete Pipe, Class III 72", Granular Backfill, furnished and installed as specified:	LF	180	\$289.18	\$52,052.40	\$289.18	\$52,052.40	\$374.00	\$67,320.00
69.1	Reinforced Concrete Pipe, HE-III, 24"x38", Slurry Backfill, furnished and installed as specified:	LF	58	\$244.15	\$14,160.70	\$244.15	\$14,160.70	\$203.00	\$11,774.00
70	HDPE Pipe, 24", Excavated Material Backfill, furnished and installed as specified:	LF	901	\$60.52	\$54,528.52	\$60.52	\$54,528.52	\$69.00	\$62,169.00
71	Reinforced Concrete Apron Endwalls, 12" with Grate, furnished and installed as specified:	EACH	7	\$914.84	\$6,403.88	\$914.84	\$6,403.88	\$1,720.00	\$12,040.00
72	Reinforced Concrete Apron Endwalls, 15" with Grate, furnished and installed as specified:	EACH	4	\$970.09	\$3,880.36	\$970.09	\$3,880.36	\$1,780.00	\$7,120.00
73	Reinforced Concrete Apron Endwalls, 24" with Grate, furnished and installed as specified:	EACH	5	\$1,329.06	\$6,645.30	\$1,329.06	\$6,645.30	\$2,050.00	\$10,250.00
74	Reinforced Concrete Apron Endwalls, 30" with Grate, furnished and installed as specified:	EACH	2	\$1,722.18	\$3,444.36	\$1,722.18	\$3,444.36	\$2,250.00	\$4,500.00
75	Reinforced Concrete Apron Endwalls, 36" with Grate, furnished and installed as specified:	EACH	4	\$2,154.02	\$8,616.08	\$2,154.02	\$8,616.08	\$2,710.00	\$10,840.00
76	Reinforced Concrete Apron Endwalls, 48" with Grate, furnished and installed as specified:	EACH	4	\$2,956.38	\$11,825.52	\$2,956.38	\$11,825.52	\$3,670.00	\$14,680.00
77	Reinforced Concrete Apron Endwalls, 72" with Grate, furnished and installed as specified:	EACH	1	\$5,386.07	\$5,386.07	\$5,386.07	\$5,386.07	\$11,900.00	\$11,900.00
77.1	Reinforced Concrete Apron Endwalls, HE 24"x38" with Grate, furnished and installed as specified:	EACH	1	\$2,828.01	\$2,828.01	\$2,828.01	\$2,828.01	\$2,380.00	\$2,380.00
78	Galvanized Metal Apron Endwalls, 24" with Grate, furnished and installed as specified:	EACH	4	\$739.52	\$2,958.08	\$739.52	\$2,958.08	\$1,440.00	\$5,760.00
79	Storm Sewer Manholes, 48" Diameter, furnished and installed as specified:	EACH	4	\$2,717.18	\$10,868.72	\$2,717.58	\$10,870.32	\$3,130.00	\$12,520.00
80	Storm Sewer Manholes, 60" Diameter, furnished and installed as specified:	EACH	2	\$3,520.77	\$7,041.54	\$3,520.77	\$7,041.54	\$3,490.00	\$6,980.00
81	Storm Sewer Manholes, 72" Diameter, furnished and installed as specified:	EACH	4	\$5,127.29	\$20,509.16	\$5,127.29	\$20,509.16	\$6,030.00	\$24,120.00
82	Storm Sewer Manholes, 84" Diameter, furnished and installed as specified:	EACH	3	\$6,416.10	\$19,248.30	\$6,416.10	\$19,248.30	\$8,660.00	\$25,980.00
83	Storm Sewer Manholes, 96" Diameter, furnished and installed as specified:	EACH	4	\$8,004.32	\$32,017.28	\$8,004.32	\$32,017.28	\$11,000.00	\$44,000.00
84	Storm Sewer Manholes, 108" Diameter, furnished and installed as specified:	EACH	3	\$10,995.18	\$32,985.54	\$10,995.18	\$32,985.54	\$13,000.00	\$39,000.00
85	Storm Sewer Manholes, 120" Diameter, furnished and installed as specified:	EACH	1	\$13,825.28	\$13,825.28	\$13,825.28	\$13,825.28	\$17,600.00	\$17,600.00
86	Catch Basin, 2'x3', furnished and installed as specified:	EACH	48	\$1,984.53	\$95,257.44	\$1,984.53	\$95,257.44	\$2,190.00	\$105,120.00
87	Catch Basin, 48" Diameter, furnished and installed as specified:	EACH	3	\$2,381.12	\$7,143.36	\$2,381.12	\$7,143.36	\$2,820.00	\$8,460.00

88	Inlet, 48" Diameter, Beehive, furnished and installed as specified:	EACH	4	\$2,684.63	\$10,738.52	\$2,684.63	\$10,738.52	\$2,750.00	\$11,000.00
89	Inlet, 60" Diameter, Curb, furnished and installed as specified- ITEM DELETED	EACH	0						
90	Inlet, 60" Diameter, Beehive, furnished and installed as specified:	EACH	1	\$3,972.20	\$3,972.20	\$3,972.20	\$3,972.20	\$3,500.00	\$3,500.00
91	Inlet, 72" Diameter, Curb, furnished and installed as specified:	EACH	17	\$5,536.70	\$94,123.90	\$5,536.70	\$94,123.90	\$6,780.00	\$115,260.00
92	Inlet, 72" Diameter, Beehive, furnished and installed as specified:	EACH	8	\$5,249.18	\$41,993.44	\$5,249.18	\$41,993.44	\$5,830.00	\$46,640.00
93	Inlet, 84" Diameter, Beehive, furnished and installed as specified:	EACH	1	\$6,200.27	\$6,200.27	\$6,200.27	\$6,200.27	\$6,800.00	\$6,800.00
94	Inlet, 96" Diameter, Beehive, furnished and installed as specified:	EACH	1	\$7,249.58	\$7,249.58	\$7,249.58	\$7,249.58	\$8,470.00	\$8,470.00
95	Inlet, 108" Diameter, Curb, furnished and installed as specified:	EACH	1	\$11,955.80	\$11,955.80	\$11,955.80	\$11,955.80	\$11,900.00	\$11,900.00
96	Pond Outlet Structure, furnished and installed as specified:	EACH	5	\$2,823.18	\$14,115.90	\$2,823.18	\$14,115.90	\$4,900.00	\$24,500.00
97	Medium Riprap with Geotextile Fabric, furnished and installed as specified:	CY	185	\$75.69	\$14,002.65	\$85.00	\$15,725.00	\$117.00	\$21,645.00
97.1	Rounded Medium Riprap with Geotextile Fabric, furnished and installed as specified:	CY	60	\$148.27	\$8,896.20	\$209.00	\$12,540.00	\$203.00	\$12,180.00
97.2	Extra Heavy Riprap with Geotextile Fabric, furnished and installed as specified:	CY	30	\$122.10	\$3,663.00	\$123.00	\$3,690.00	\$237.00	\$7,110.00
98	6" Sanitary Sewer Lateral, furnished and installed as specified:	LF	145	\$56.06	\$8,128.70	\$56.06	\$8,128.70	\$65.00	\$9,425.00
99	8" Sanitary Sewer Lateral, furnished and installed as specified:	LF	660	\$102.20	\$67,452.00	\$102.20	\$67,452.00	\$141.00	\$93,060.00
100	8" Sanitary Sewer, Granular Backfill, furnished and installed as specified:	LF	797	\$116.24	\$92,643.28	\$116.24	\$92,643.28	\$114.00	\$90,858.00
100.1	10" Sanitary Sewer, Excavated Material Backfill, furnished and installed as specified:	LF	229	\$40.62	\$9,301.98	\$40.62	\$9,301.98	\$64.50	\$14,770.50
101	10" Sanitary Sewer, Granular Backfill, furnished and installed as specified:	LF	3,177	\$93.11	\$295,810.47	\$93.11	\$295,810.47	\$159.00	\$505,143.00
102	15" Sanitary Sewer, Granular Backfill, furnished and installed as specified:	LF	2,501	\$103.37	\$258,528.37	\$103.37	\$258,528.37	\$261.00	\$652,761.00
103	15" Sanitary Sewer, Slurry Backfill, furnished and installed as specified:	LF	110	\$350.47	\$38,551.70	\$350.47	\$38,551.70	\$446.00	\$49,060.00
104	Sanitary Sewer Manhole (18 Units), furnished and installed as specified:	VF	288	\$318.31	\$91,673.28	\$318.31	\$91,673.28	\$406.00	\$116,928.00
105	Sanitary Sewer Drop Manhole (3 Units), furnished and installed as specified:	VF	62	\$637.56	\$39,528.72	\$637.56	\$39,528.72	\$436.00	\$27,032.00
106	6" Hydrant Lead, furnished and installed as specified:	LF	275	\$68.49	\$18,834.75	\$68.49	\$18,834.75	\$112.00	\$30,800.00

107	12" Water Main/Service, Granular Backfill, furnished and installed as specified:	LF	632	\$171.13	\$108,154.16	\$171.13	\$108,154.16	\$224.00	\$141,568.00
108	16" Water Main, Excavated Backfill, furnished and installed as specified:	LF	2,815	\$64.40	\$181,286.00	\$64.40	\$181,286.00	\$86.00	\$242,090.00
109	16" Water Main, Granular Backfill, furnished and installed as specified:	LF	7,197	\$88.87	\$639,597.39	\$88.87	\$639,597.39	\$116.00	\$834,852.00
110	16" Water Main, Slurry Backfill, furnished and installed as specified:	LF	15	\$168.10	\$2,521.50	\$168.10	\$2,521.50	\$281.00	\$4,215.00
111	6" Auxiliary Hydrant Valve & Box, furnished and installed as specified:	EACH	14	\$1,049.41	\$14,691.74	\$1,049.41	\$14,691.74	\$2,350.00	\$32,900.00
112	12" Butterfly Valve and Box, furnished and installed as specified:	EACH	15	\$1,623.85	\$24,357.75	\$1,623.85	\$24,357.75	\$3,160.00	\$47,400.00
113	16" Butterfly Valve and Box, furnished and installed as specified:	EACH	20	\$2,776.41	\$55,528.20	\$2,776.41	\$55,528.20	\$4,660.00	\$93,200.00
114	Fire Hydrant, furnished and installed as specified:	EACH	34	\$3,471.60	\$118,034.40	\$3,471.60	\$118,034.40	\$6,150.00	\$209,100.00
115	Construction Entrance, furnished, installed and maintained as specified:	EACH	4	\$2,732.53	\$10,930.12	\$2,500.00	\$10,000.00	\$3,950.00	\$15,800.00
116	Silt Fence, furnished, installed, maintained and removed as specified:	LF	22,500	\$3.57	\$80,325.00	\$2.40	\$54,000.00	\$2.50	\$56,250.00
117	Ditch Check, furnished, installed, maintained and removed as specified:	EACH	48	\$311.70	\$14,961.60	\$98.00	\$4,704.00	\$142.00	\$6,816.00
118	Inlet Protection, furnished, installed, maintained and removed as specified:	EACH	140	\$155.85	\$21,819.00	\$110.00	\$15,400.00	\$96.50	\$13,510.00
119	Erosion Mat, Urban, Class I, Type A, furnished and installed as specified:	SY	56,000	\$1.33	\$74,480.00	\$1.75	\$98,000.00	\$2.20	\$123,200.00
120	Erosion Mat, Urban, Class I, Type B, furnished and installed as specified:	SY	210,000	\$1.48	\$310,800.00	\$1.80	\$378,000.00	\$2.20	\$462,000.00
121	Turf Reinforcement Mat, Class III, Type D, furnished and installed as specified:	SY	820	\$19.74	\$16,186.80	\$12.50	\$10,250.00	\$28.50	\$23,370.00
122	Soil Stabilizer, Type B, furnished and installed as specified:	AC	73	\$909.14	\$66,367.22	\$750.00	\$54,750.00	\$1,130.00	\$82,490.00
123	Lawn Restoration, furnished, installed and maintained as specified:	SY	940,000	\$0.71	\$667,400.00	\$0.46	\$432,400.00	\$0.80	\$752,000.00
124	Construction Staking, as specified:	LS	1	\$85,926.33	\$85,926.33	\$98,000.00	\$98,000.00	\$103,500.00	\$103,500.00
125	Traffic Control, as specified:	LS	1	\$30,330.77	\$30,330.77	\$25,964.00	\$25,964.00	\$28,600.00	\$28,600.00
126	Irrigation Heads with Laterals, as specified:	EACH	35	\$259.75	\$9,091.25	\$1,300.00	\$45,500.00	\$610.00	\$21,350.00
SECTION 2 SUBTOTAL - ITEMS 5 THRU 126, INCLUSIVE:					\$12,674,727.82		\$13,413,687.55		\$15,765,917.75

ALTERNATE BID SECTION 2A - DISPOSE OF ALL EXCESS TOPSOIL WITHIN STOCKPILES ON SITE

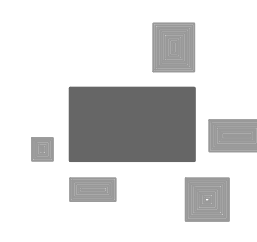
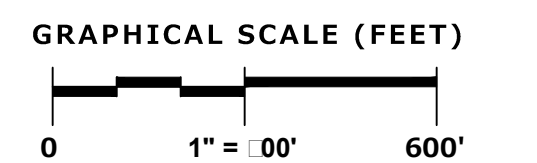
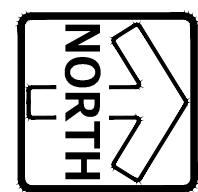
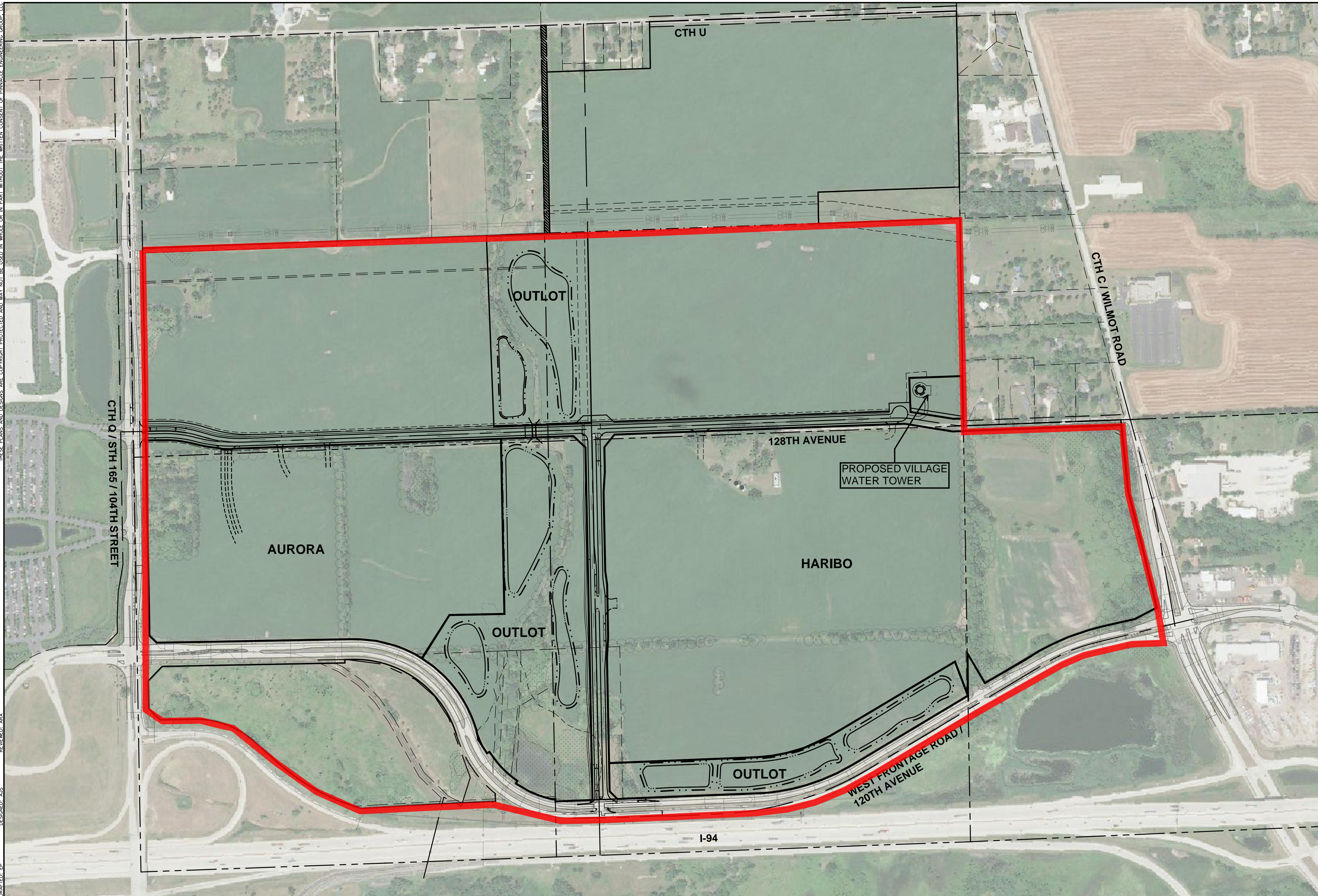
				REESMAN EXCAVATING AND GRADING, INC.		SIGNAGE COMPANY, INC.		RYAN INCORPORATED CENTRAL	
Item	Description	Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
19A	Mass Grading (DEDUCT), as specified:	LS	1	\$60,000.00	-\$60,000.00	\$60,000.00	-\$60,000.00	\$200,000.00	-\$200,000.00
SECTION 2A SUBTOTAL - ITEM 19A, INCLUSIVE:					-\$60,000.00		-\$60,000.00		-\$200,000.00

		REESMAN EXCAVATING AND GRADING, INC.		SIGNAGE COMPANY, INC.		RYAN INCORPORATED CENTRAL	
TOTAL - BASE BID - (SECTIONS 1 & 2) - ITEMS 1 THRU 126, INCLUSIVE:		\$17,394,896.45		\$18,790,687.55		\$19,646,857.75	

		REESMAN EXCAVATING AND GRADING, INC.		SIGNAGE COMPANY, INC.		RYAN INCORPORATED CENTRAL	
TOTAL - BASE BID WITH ALT 2A- (SECTIONS 1 , 2 AND 2A) - ITEMS 1 THRU 126 AND 19A, INCLUSIVE:		\$17,334,896.45		\$18,730,687.55		\$19,446,857.75	

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DRAFTED: EP
DESIGNED: AS
REVIEWED: ARA



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WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

**PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI**

PROJECT OVERVIEW

REVISIONS

NO.	DATE	DESCRIPTION

PEG JOB NO. 897.00
PEG PM. ARA
SAVE DATE 4/26/18
SCALE 1" = 300'

SHEET
C-1
C-1

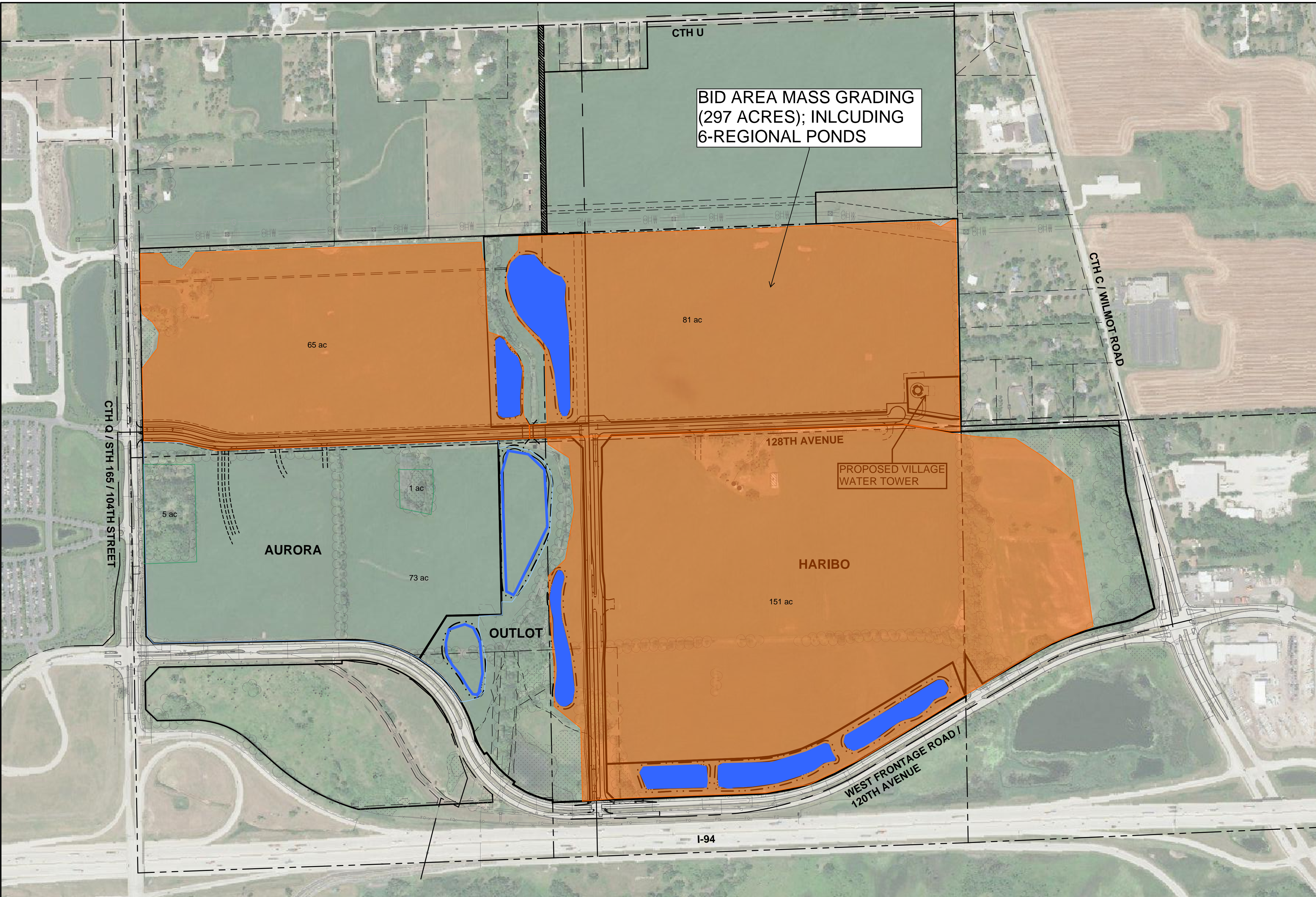
PROJECT OVERVIEW

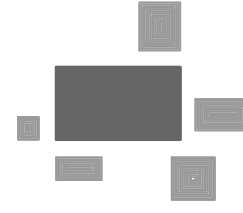
FOR REVIEW

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DRAFTED: EP
DESIGNED: AS
REVIEWED: ARA




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PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI

PROJECT OVERVIEW

REVISIONS	

PEG JOB NO. 897.00
 PEG PM AREA
 SAVE DATE 4/26/18
 SCALE 1" = 300'

SHEET
C-1
C-1

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DESIGNED: AIS
REVIEWED: ARA

DRAFTED: EP



GRAPHICAL SCALE (FEET)
0 1" = 250' 500'

C.T.H. "Q" /
104TH STREET

BOULEVARD
ENTRANCE

CON-SPAN
BRIDGE

49-FOOT BOC ROADWAY
WITH 10-FOOT OFFROAD
MULTI-USE PATH

AURORA

10-FOOT
OFFROAD
MULTI-USE PATH

GOLDBEAR BRIVE

BOULEVARD
SECTION

128TH AVE.

HARIBO

WILMOT RD.

120TH AVE. / W. FRONTAGE RD.

IH 94

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**PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI**

**INFRASTRUCTURE PLAN
OVERVIEW**

REVISIONS

PEG JOB No. 897.00-WI
PEG PM: ARA
START DATE: 03-29-18
SCALE: 1" = 250'

SHEET
1

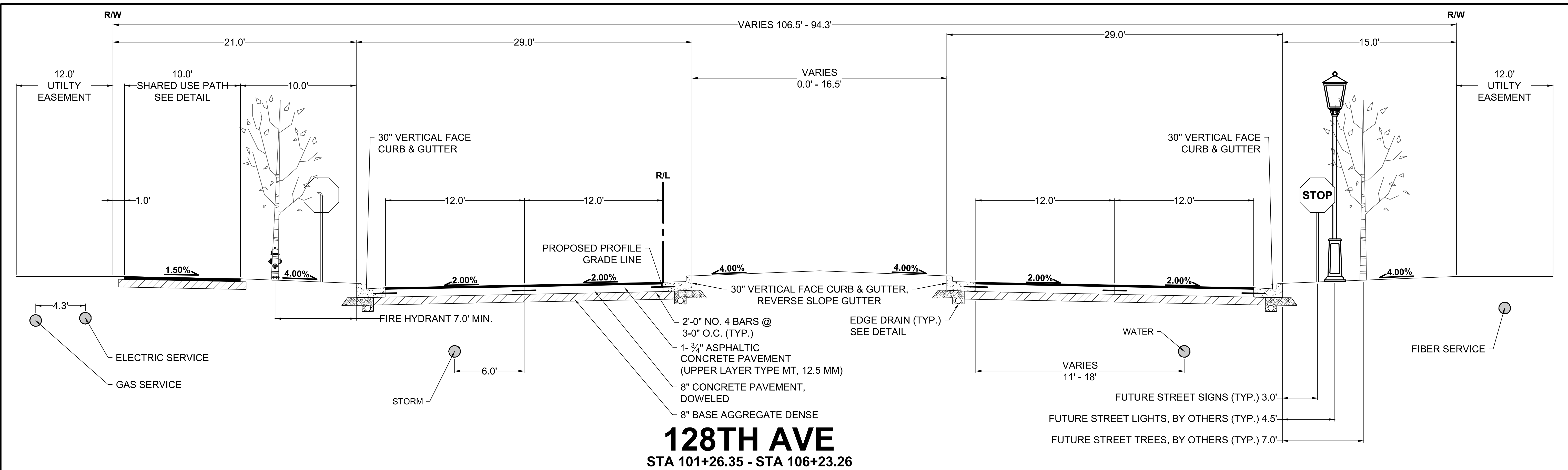
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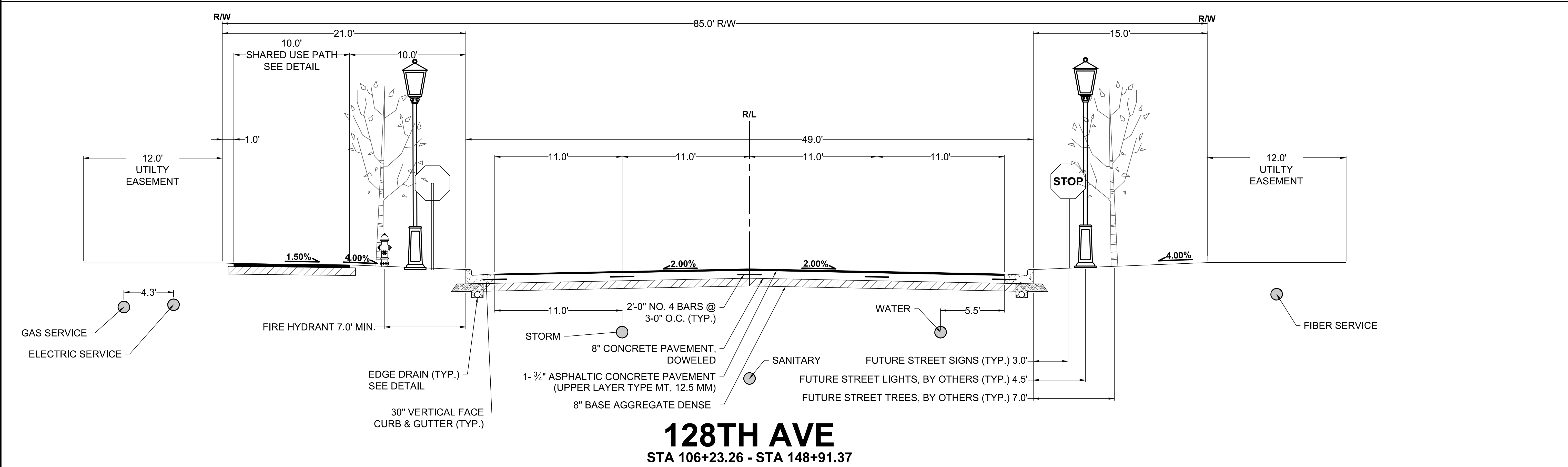
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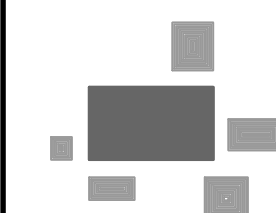
DESIGNED: EP
DRAWN: AS
REVIEWED: ARA



128TH AVE
STA 101+26.35 - STA 106+23.26



128TH AVE
STA 106+23.26 - STA 148+91.37


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PRAIRIE HIGHLANDS
CORPORATE PARK
 PLEASANT PRAIRIE, WI

TYPICAL SECTIONS

REVISIONS	

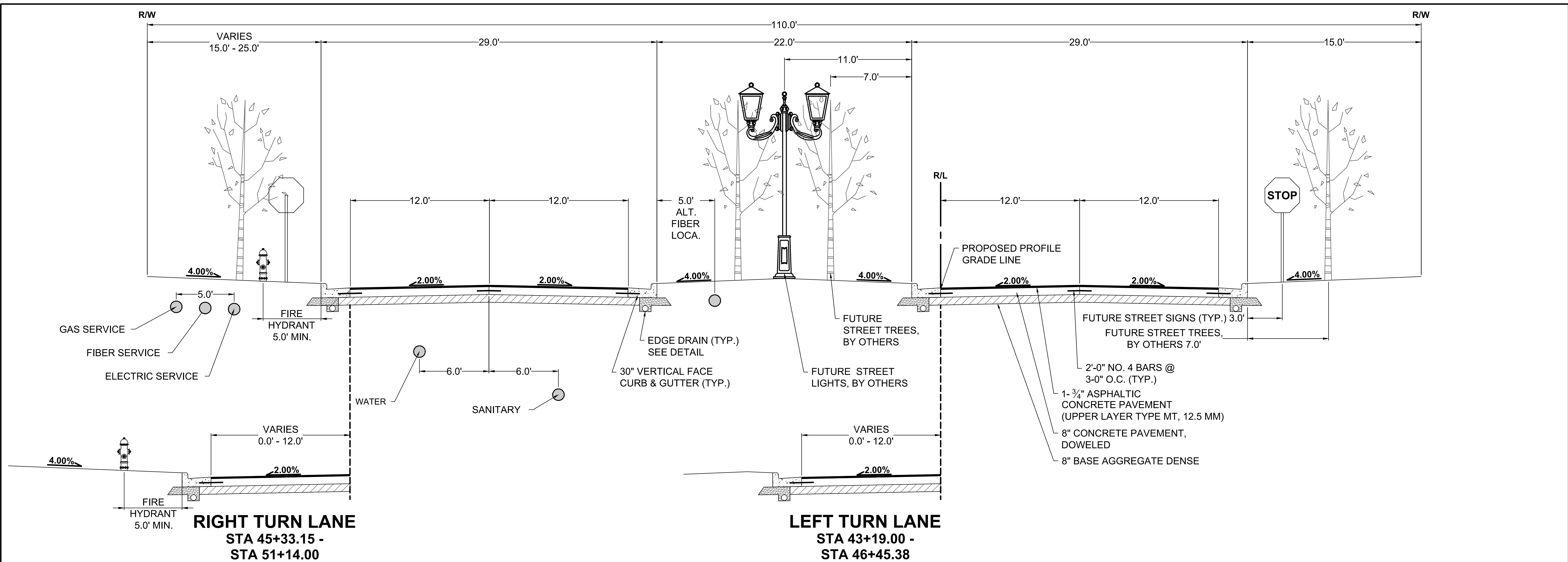
SHEET
C-2
 C-133

FOR CONSTRUCTION 05-23-2018 www.pinnacle-engr.com TYPICAL SECTIONS

Z:\PROJECTS\2017\897.00-WI\CAD\SHEETS\897.00-WI TYPICAL SECTIONS.DWG

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DESIGNED: AJS
REVIEWED: ARA



GOLDBEAR DRIVE

STA 36+05.89 - STA 59+36.87

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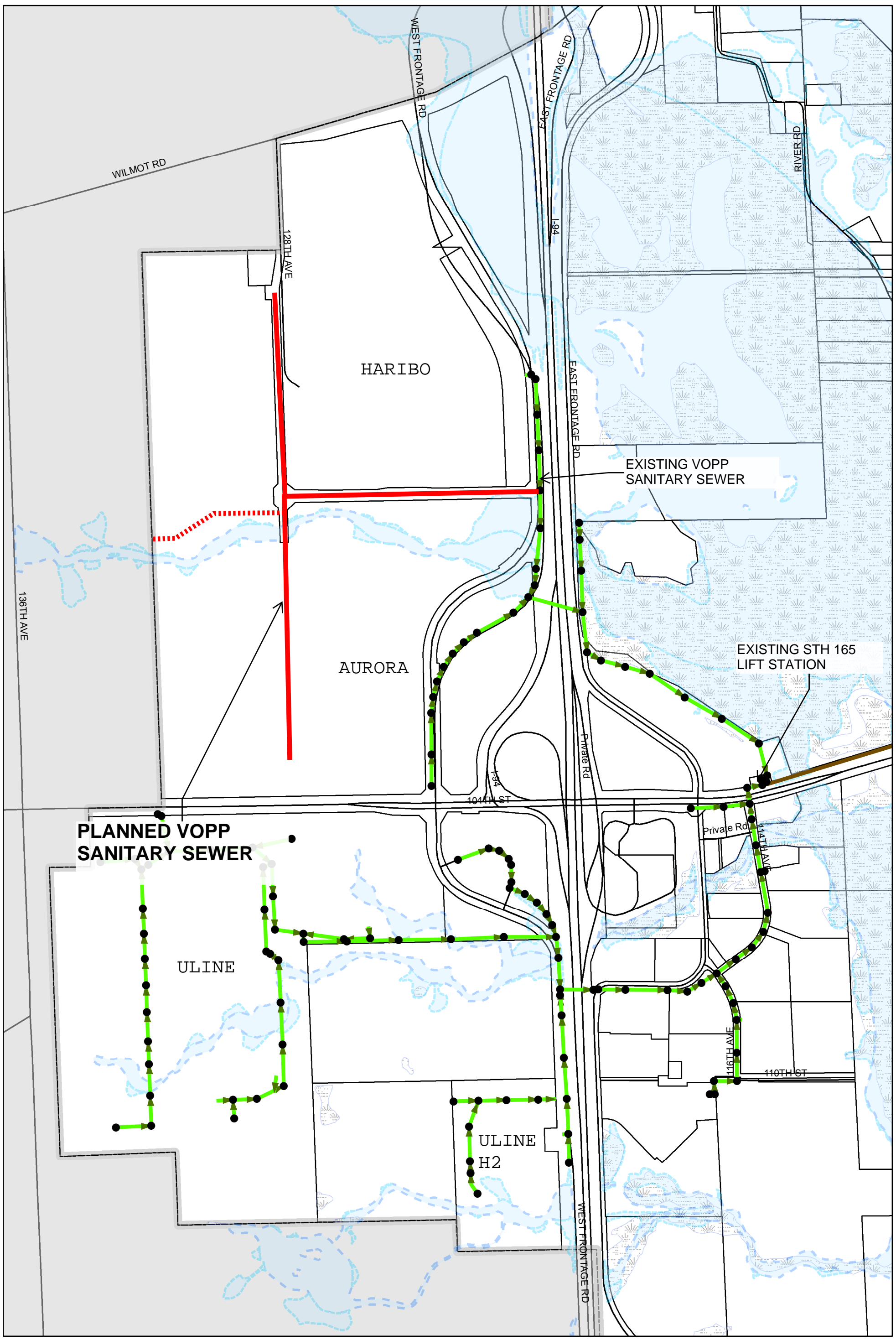
**PRAIRIE HIGHLANDS
CORPORATE PARK
PLEASANT PRAIRIE, WI**

TYPICAL SECTIONS

REVISIONS	

PEG JOB No. 897.00
PEG PM. ARA
START DATE: 5/21/18
SCALE: N/A

SHEET
C-3
C-133



SANITARY SEWER



AGREEMENT

THIS AGREEMENT is by and between the Village of Pleasant Prairie (hereinafter called Owner) and Reesman's Excavating and Grading, Inc., (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing all labor, equipment, tools, supervision, machinery, supplies, and materials necessary to complete the Work on the Prairie Highlands Corporate Park project.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under Contract Documents may be the whole or only part of is generally described as follows.

**PRAIRIE HIGHLANDS CORPORATE PARK
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

ARTICLE 3. ENGINEER

3.01 The Engineer for this project as referenced in the agreement is the Owner or its designee as represented by the Village of Pleasant Prairie Department of Public Works who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIMES

4.01 Time of the Essence.

A. All time limits for Milestones, if any, substantial completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Completion.

- A. Section 1 – Haribo Property Site Grading and Ponds 1A, 1B, and Pond 2P.
 - 1. The Work shall be substantially completed on or before March 31, 2019. Final completion of the Work, including all minor punch list items shall be completed on or before April 30, 2019.
 - 2. If the alternate bid is awarded for Section 1, then the Work shall be substantially completed on or before August 31, 2019 and final completion of the work shall be completed on or before September 30, 2019.

- B. Section 2 – Roadways, Site Grading, Ponds, Utilities etc. (all remaining work)
 - 1. The Work shall be substantially completed on or before October 31, 2019. Final completion of the work shall be completed on or before November 30, 2019. Contractor shall make their application for final payment with all accompanying documentation as required by the Contract Documents in accordance with Paragraph 15.06 of the General Conditions within 90 days of the final completion date.

4.03 Liquidated Damages.

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed in a continuous manner or within the times and as specified in the Paragraph 4.02 above, plus any extension thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner as follows:
 - 1. Section 1 - \$2,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 4.02 above for final completion or any proper extension thereof granted by Owner, Contractor shall pay OWNER \$500, for each day that expires after the time specified in Paragraph 4.02 above for final completion.
 - 2. Section 2 - \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 4.02 above for final completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay OWNER \$500, for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment.

After final completion of the Work including all punch list items, if Contractor shall neglect, refuse, or fail to make their application for final payment with all accompanying documentation within the time specified in Paragraph 4.02 for application for final payment, Contractor shall pay Owner \$500, for each day that expires after the time specified in Paragraph 4.02.

- 4.04 Permitting Contractor or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date which the times for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of its rights under the Contract.

ARTICLE 5. CONTRACT PRICE

- 5.01 Owner shall pay Contractor for the completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and B below:

- A. For all Work, at the prices stated in the Contractor's Bid.
- B. The Bid prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

- 1. Base Bid: \$ 17,394,896.45
- 2. Alternates: \$-----
- 3. Combination Bid: None
- 4. Final Contract Amount: \$17,394,896.45

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Application for Payment will be processed by the Engineer as provided in the General Conditions.
- B. Owner reserves the right to make payments to the Contractor and its subcontractors in accordance with Wis. Statute 779.14(1)(1m)(d).

6.02 Progress Payments; Retainage.

- A. Owner will make monthly progress payments on account of the Contract Price on the basis of Contractor's Application for Payment as recommended by Engineer each month during the construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- B. After each Application for Payment has been found acceptable by the Owner, Owner will pay 95% of the estimated value less any previous payments to Contractor until the project is 50% complete. At 50% completion, further progress payments will be made in full to Contractor and no additional amounts will be retained unless Engineer determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to Contractor. At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed except for Work which cannot be completed because of weather conditions, lack of materials or other reason which, in the judgment of Owner are valid reasons for non-completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06.B.1 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.B.1, less liquidated damages as provided in Paragraph 4.03 above.

ARTICLE 7. CONTRACTORS REPRESENTATIONS

- 7.01 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and other related data identified in the Bidding Documents.
- 7.02 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of Work.
- 7.03 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 7.04 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03.A of the General Conditions. Contractor accepts the determination set forth in Paragraph SC 5.03 of the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which Contractor is entitled to rely as provided in Paragraph 5.03 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor’s purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures or construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.05 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.06 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written

resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 7.07 Contractor hereby covenants and agrees to pay all claims for labor, services, materials, plans, or specifications performed, furnished, procured, used, or consumed that pertains to the public improvement or public work.
- 7.08 Contractor agrees to extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the Contract.
- 7.08.1 Subcontractor, supplier, or service provider means the following: Any person who has direct contractual relationship, expressed or implied, with the Prime Contractor or with any subcontractor of the Prime Contractor to perform, furnish, or procure labor, services, materials, plans, or specifications.

ARTICLE 8. CONTRACT DOCUMENTS

- 8.01 The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consists of the following:
 - A. This Agreement.
 - B. Exhibits to this Agreement (bid form, documentation submitted by Contractor prior to Notice of Award).
 - C. Performance, Payment and other Bonds.
 - D. Notice of Award.
 - E. Notice to Proceed. (issued separately)
 - F. General Conditions.
 - G. Supplemental Conditions.
 - H. Special Provisions.
 - I. Drawings.
 - J. Addenda number(s) 1 through 5, inclusive.

- K. State and local forms.
- L. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto: Work Change Directives, and Change Order(s).

ARTICLE 9. MISCELLANEOUS

- 9.01 All references to the General Conditions in any Contract Document shall be interpreted to include reference to the corresponding Article of Supplementary Conditions, whether stated or unstated in such reference.
- 9.02 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.03 No assignment by a party hereto of any rights under of interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.04 Owner and Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____ (which is the effective Date of the Agreement).

Attest:

OWNER:

CONTRACTOR:

Village of Pleasant Prairie

Reesman's Excavating and Grading, Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Village of Pleasant Prairie

Reesman's Excavating and Grading, Inc.

9915 39th Avenue

28815 Bushnell Road

Pleasant Prairie, WI 53158-6504

Burlington, WI 53105



Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

181667-00

BILL TO

VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE, WI 53158
262-694-1400

VENDOR

REESMAN'S EXCAVATING & GRADING
28815 BUSHNELL RD
BURLINGTON WI 53105

SHIP TO

Village of Pleasant Prairie
9915 39th Ave
Pleasant Prairie WI 53158

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
		1815	Kristina Bastainelli

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/07/2018	2391			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Prairie Highlands Corporate Pa The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Prairie Highlands Corporate Park Award of Construction Contract	1.0	EACH	\$17,394,896.450	\$17,394,896.45

By *William Guil*
Village Administrator

PO Total

\$17,394,896.45



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

To: Nathan Thiel
From: John Steinbrink Jr.
Subject: Vehicle Disposal Approval
Date: June 18, 2018

I am requesting approval for the disposal of the following Village vehicles which have reached the end of their useful life:

- Vehicle 1061 – 2006 Ford Taurus; 41,859 miles
- Vehicle 8032 – 2004 Chevy 3500 Express; 144,807 miles
- Vehicle 1041 – 2004 Ford Explorer; 135,358 miles
- Vehicle 9061 – 2006 Chrysler Pacifica; 83,539 miles
- Vehicle 1991 – 1999 Jeep Grand Cherokee; 137,720 miles
- Vehicle 2001 – 2000 Jeep Cherokee Sport; 133,505 miles

The aforementioned vehicles will be sent to auction.

I recommend that the above vehicles be disposed of.



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

RESOLUTION #18-21

RESOLUTION AUTHORIZING THE VILLAGE OF PLEASANT PRAIRIE TO DISPOSE OF SURPLUS VEHICLES

WHEREAS, the Village of Pleasant Prairie currently owns Vehicle 1061 – 2006 Ford Taurus; (41,859 miles); Vehicle 8032 – 2004 Chevy 3500 Express (144,807); Vehicle 1041 – 2004 Ford Explorer (135,358); Vehicle 9061 – 2006 Chrysler Pacifica (83,539); Vehicle 1991 – 1999 Jeep Grand Cherokee (137,720); and Vehicle 2001 – 2000 Jeep Cherokee Sport (133,505); and,

WHEREAS, the 2006 Ford Taurus, 2004 Chevy 3500 Express, 2004 Ford Explorer, 2006 Chrysler Pacifica, 1999 Jeep Grand Cherokee, and the 200 Jeep Cherokee Sport are no longer capable of performing the work required by the Village of their age, hours of operation and condition; and

WHEREAS, these vehicles are no longer needed as part of the Fleet Internal Service Fund to meet the needs of the Village.

NOW, THEREFORE, BE IT RESOLVED, that the Village Administrator be authorized to sell Vehicle 1061, Vehicle 8032, Vehicle 1041, Vehicle 9061, Vehicle 1991, and Vehicle 2001 to an authorized automobile auction company.

Passed and adopted this 18th day of June, 2018.

John P. Steinbrink, President

Attest:

Jane Snell, Clerk

Posted: _____