

**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**  
**March 5, 2018**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentation
  - A. Wisconsin Law Enforcement Accreditation Group presentation to the Village of Pleasant Prairie Police Department.
5. Minutes of Meetings – Special Meeting Minutes of February 17, 2018 and February 22, 2018
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. Receive Plan Commission recommendation and consider Ordinance #18-08 for Comprehensive Plan Amendment as it relates to property located at 10901 75<sup>th</sup> Street and vacant property to the west of said address for proposed expansion.
  - B. Receive Plan Commission recommendation and consider Ordinances #18-09 and #18-10 for a Zoning Map Amendments as it relates to property located at 10901 75<sup>th</sup> Street and vacant property to the west of said address for proposed expansion.
  - C. Receive Plan Commission recommendation and consider a Certified Survey Map as it relates to property located 10901 75<sup>th</sup> Street and vacant property to the west of said address for proposed expansion.
  - D. Receive Plan Commission recommendation and consider a Certified Survey Map to subdivide property located at 3840 107<sup>th</sup> Street into three parcels.

Village Board Agenda  
March 5, 2018

- E. Consider the Intergovernmental Agreement between the Village of Salem Lakes and the Village of Pleasant Prairie relating to the Village of Pleasant Prairie providing real and personal property assessment services for the years 2019 through 2024.
  - F. Consider the Intergovernmental Agreement between the Town of Randall and the Village of Pleasant Prairie relating to the Village of Pleasant Prairie providing real and personal property assessment services for the years 2019 through 2024.
  - G. Consider the Intergovernmental Agreement between the Town of Brighton and the Village of Pleasant Prairie relating to the Village of Pleasant Prairie providing real and personal property assessment services for the years 2019 through 2025.
  - H. Consider approval of Project Term Sheet with Riverview Group, LLC for Stateline 94 Corporate Park Project.
  - I. Consider the Beverly Woods Storm Water Improvements Design Services Agreement.
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  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
Special Meeting  
February 17, 2018  
8:30 a.m.**

A special meeting of the Pleasant Prairie Village Board was held on Saturday, February 17, 2018. Meeting called to order at 8:30 a.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe. Also present were Thomas Shircel, Interim Village Administrator, Carol Willke, Director of Human Resources and Michael Pollocoff, in coming Village Board member.

1. **CALL TO ORDER**
  
2. **ENTER INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY RELATING TO THE VILLAGE ADMINISTRATOR POSITION.**

**KECKLER MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KLIMISCH; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEIWCZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 5-0.**

John Steinbrink:

The Board will return to open session for the purpose of adjournment only.

John Steinbrink:

I am recusing myself from the executive session.

3. **RETURN TO OPEN SESSION AND ADJOURNMENT.**

After discussion, **KECKLER MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KLIMISCH; ROLL CALL VOTE – KECKLER – AYE; KUMORKIEIWCZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 2:30 P.M.**

**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
Special Meeting  
February 22, 2018  
7:30 p.m.**

A special meeting of the Pleasant Prairie Village Board was held on Thursday, February 22, 2018. Meeting called to order at 7:30 p.m. Present were Village Board members Kris Keckler, Dave Klimisch and Mike Serpe. John Steinbrink and Steve Kumorkiewicz were excused. Also present were Tom Shircel, Interim Village Administrator; Jean Werbie-Harris, Community Development Director; Rocco Vita, Village Assessor; and Jane C. Snell, Village Clerk. One citizen attended the meeting.

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. NEW BUSINESS**

- A. Consider the Purchase and Sale Agreement between 2200 Polk Street, LLC and the Village of Pleasant Prairie for property generally located at the northwest quadrant of County Trunk Highway Q and the I-94 West Frontage Road.**

Tom Shircel:

Thank you, Mr. President Pro Tem and Village Trustees. Before you is the purchase and sale agreement as you said between 2200 Polk Street, LLC who is the buyer and the Village of Pleasant Prairie. This has come to fruition from about a few months of negotiations between the Village and the Buyer. It's for a piece of land located at the northwest quadrant of County Trunk Highway Q and the West Frontage Road in the Prairie Highlands Corporate Park. It's approximate 64 acres in size. The proposed purchase price is \$14,575,000. And that is based on the 64 acre site. So when a CSM is done for this site if that site is a little more or a little less than 64 acres the price will be adjusted accordingly. It's based on \$227,734 per acre. So that the ultimate price will come out when the CSM is completed.

I'll go through a couple main points of the agreement that's in front of you. As far as due diligence the buyer has a 90 day due diligence period with the option to extend that additional 60 days, 6-0 days, with written notice to the Village. The Village shall complete and construct the public improvements in the Prairie Highlands Corporate Park which includes roads, sanitary sewer, municipal water, natural gas, electricity and storm sewer. The buyer is to complete the grading and construction of the detention ponds on the property and on the adjacent outlet servicing the property.

The Village shall be responsible for the design and construction of the public improvements within the time frame set forth in the yet to be determine development agreement. This

Village Board Special Meeting  
February 22, 2018

agreement is subject to the contingency that the Village obtains an amendment to the Village zoning ordinances along certain uses in the M-5 District. If the Board will recall at the last meeting last Monday night the Board did adopt Ordinance 18-07 to allow for those specified uses in the M-5 District. The Village at its expense shall have a CSM prepared for the property.

A few more major points in the agreement. Prior to the conveyance of the property to the buyer the Village shall record a declaration of covenants, conditions, restrictions and easements for the Prairie Highlands Corporate Park. We're still working on those, but when those are finalized we'll make sure those are conveyed to the buyer. The Village agrees to provide a restriction in the declaration that the property within the Prairie Highlands Corporate Park development that are owned by the Village which is approximately another 300 or 400 acres that will be left with Haribo owning 137 of those acres, should not be used and developed for the operation of a specific set of uses as listed in Section 8 of this agreement.

And, finally, the development of the property shall be subject to a development agreement which shall include without limitation provisions regarding access from roads to the property, deadlines for the buyer to build on the property and a payment in lieu of taxes also known as a PILOT agreement regarding payments that the buyer will pay to the Village if any part of the property becomes exempt from paying property taxes. So that's my summary of the agreement that's in front of you. I know Mr. Jack Price who is the broker for this deal is in the audience as well. And with that I'll turn it back over to the Board.

Michael Serpe:

You have anything to add to this, Jack?

[Inaudible]

Michael Serpe:

Without discussion what's going up is there a time line for construction?

Jack Price:

ASAP.

Michael Serpe:

Okay, and that will be coming to us when?

Tom Shircel:

If I may this is still confidential, this project is. And from what I learned earlier today the buyer of the land will be putting out a press release sometime tomorrow.

Village Board Special Meeting  
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Michael Serpe:

Okay, there will be a name tomorrow? Okay, questions, comments from the Board?

Kris Keckler:

I'd like to add good job for the Village Administration to procure suitable buyers and the development of land as expected. Good job.

Tom Shircel:

I'd ask that the Village Board authorize me as the Interim Village Administrator authority to sign this document.

Michael Serpe:

No problem. Motion made and seconded for approval of the purchase and sale agreement. All those in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

**KECKLER MOVED TO APPROVE THE PURCHASE AND SALE AGREEMENT BETWEEN 2200 POLK STREET, LLC AND THE VILLAGE OF PLEASANT PRAIRIE FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST QUADRANT OF COUNTY TRUNK HIGHWAY Q AND THE I-94 WEST FRONTAGE ROAD; SECONDED BY KLIMISCH; MOTION CARRIED 3-0.**

Dave Klimisch:

Do we need to officially authorize you to sign?

Kris Keckler:

Second.

Michael Serpe:

Village Board Special Meeting  
February 22, 2018

Motion made and seconded for Tom to officially sign the document. All those in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

**KLIMISCH MOVED TO APPROVE TOM SHIRCEL TO SIGN THE PURCHASE AND SALES AGREEMENT ON BEHALF OF THE VILLAGE OF PLEASANT PRAIRIE; SECONDED BY KECKLER; MOTION CARRIED 3-0.**

## **5. ADJOURNMENT**

Kris Keckler:

Move to adjourn.

Dave Klimisch:

Second.

Michael Serpe:

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

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you. Thanks, Jack.

**KECKLER MOVED TO ADJOURN THE MEETING; SECONDED BY KLIMISCH; MOTION CARRIED 3-0 AND MEETING ADJOURNED AT 7:40 P.M.**

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-08)** for the request of Tim Lynch, P.E. of Lynch & Associates on behalf of Lynch Chevrolet for their properties located at 10901 75<sup>th</sup> Street and their vacant property to the west for the proposed expansion of the Lynch Chevrolet dealership to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to correct and show the location of the field delineated wetlands within the in the Park, Recreation and other Open Space Lands with a staked wetland land use designation (excepting any wetlands that may receive an artificial exemption from the Wisconsin Department of Natural Resources); and to remove the Urban Reserve land use designation from the vacant property. In addition, to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

**Recommendation:** On February 26, 2018 the Plan Commission held a public hearing, approved Plan Commission Resolution #18-05 and recommended that the Village Board approve the **Comprehensive Plan Amendment** subject to the comments and conditions of the Village Staff Report of March 5, 2018.

Consider approval of **Zoning Map and Text Amendments (Ord. #18-09 and Ord. #18-10)** for the request of Tim Lynch, P.E. of Lynch & Associates on behalf of Lynch Chevrolet for their properties located at 10901 75<sup>th</sup> Street and their vacant property to the west for the proposed expansion of the Lynch Chevrolet dealership to rezone the field delineated wetlands (excepting any wetlands that may receive an artificial exemption from the Wisconsin Department of Natural Resources) into the C-1, Lowland Resource Conservancy District and to rezone the vacant property from the R-2, Urban Single Family Residential District into the B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, to amend the Lynch Chevrolet of Pleasant Prairie Planned Unit Development to include the expansion area.

**Recommendation:** On February 26, 2018 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments** subject to the comments and conditions of the Village Staff Report of March 5, 2018.

Consider approval of a **Certified Survey Map** for the request of Tim Lynch, P.E. of Lynch & Associates on behalf of Lynch Chevrolet for their properties located at 10901 75<sup>th</sup> Street and their vacant property to the west for the proposed expansion of the Lynch Chevrolet dealership.

**Recommendation:** Plan Commission recommended that the Village Board approve the **Certified Survey Map** subject to the comments and conditions of the Village Staff Report of March 5, 2018.



## VILLAGE STAFF REPORT OF MARCH 5, 2018

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-08)** for the request of Tim Lynch, P.E. of Lynch & Associates on behalf of Lynch Chevrolet for their properties located at 10901 75<sup>th</sup> Street and their vacant property to the west for the proposed expansion of the Lynch Chevrolet dealership to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to correct and show the location of the field delineated wetlands within the in the Park, Recreation and other Open Space Lands with a staked wetland land use designation (excepting any wetlands that may receive an artificial exemption from the Wisconsin Department of Natural Resources); and to remove the Urban Reserve land use designation from the vacant property. In addition, 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. #18-09 and Ord. #18-10)** for the request of Tim Lynch, P.E. of Lynch & Associates on behalf of Lynch Chevrolet for their properties located at 10901 75<sup>th</sup> Street and their vacant property to the west for the proposed expansion of the Lynch Chevrolet dealership to rezone the field delineated wetlands (excepting any wetlands that may receive an artificial exemption from the Wisconsin Department of Natural Resources) into the C-1, Lowland Resource Conservancy District and to rezone the vacant property from the R-2, Urban Single Family Residential District into the B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, to amend the Lynch Chevrolet of Pleasant Prairie Planned Unit Development to include the expansion area.

Consider approval of a **Certified Survey Map** for the request of Tim Lynch, P.E. of Lynch & Associates on behalf of Lynch Chevrolet for their properties located at 10901 75<sup>th</sup> Street and their vacant property to the west for the proposed expansion of the Lynch Chevrolet dealership.

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

The petitioner is requesting several approvals for the expansion of the Lynch Chevrolet Dealership located at 10901 75<sup>th</sup> Street. Lynch had recently purchased the 1.3 acres of property to the west and removed all of the structures from the property for the proposed expansion of the car lot display parking for an additional 136 cars for the dealership. The expansion plans also include the construction of an additional parking lot behind the building with approximately 116 parking spaces and to expand the on-site stormwater basin to handle the additional runoff from the paved surfaces.

On February 26, 2018 the Plan Commission conditionally approved a Conditional Use Permit, Site and Operational Plans, an amendment to the Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement related to this project.

The approvals being considered by the Village Board at this meeting include a Comprehensive Land Use Map Amendment, Zoning Map Amendment, Zoning Text Amendment (for an amendment to the Lynch Chevrolet of Pleasant Prairie Planned Unit Development (PUD) Overlay Ordinance) and a Certified Survey Map.

**Expansion details:** The parking lot expansion to the west will be used to display cars for sale/lease and the existing storm water basin is being expanded to handle the additional run off. The existing driveway to STH 50 on the western vacant property is being removed and the right-of-way restored by Lynch. (A WI DOT permit is required for the driveway removal and restoration within the STH 50 right-of-way.) The parking area to the rear of the building (south side) will be used by employees and car storage for cars to be processed prior to being placed off the sales lot or being removed from the sales lot. To the west of this parking lot is a second storm water basin facility to handle drainage from this parking lot and areas to the northwest that do not drain to the existing basin. The Village is concerned with the design of the proposed wet basin and a meeting was held last week to discuss with the applicant. There appears to be insufficient room

to create a 5-foot deep pond. The current design shows a maximum 3 foot deep pond with a very small water pool surface. It is expected that this pond will have aquatic vegetation in a narrow area in the bottom of the basin and not be aesthetically pleasing and will create a nuisance condition. The pond shall be redesigned either as a dry basin or to provide a deeper pond.

Both new parking lot areas will be required to provide adequate lighting. The light standards shall be required that match (type of standard, color of light and height) the existing on-site parking lot lights on the site. All light standards shall be located within the required parking lot islands. Landscaped parking lot islands are required for the southern lot. A revised Landscaping Plan shall be provided to add/include additional landscaping around the perimeter of the site, adjacent to STH 50 and adjacent to the basins as well as landscaped islands in the southern parking lot.

The facility currently has a DSIS System pursuant to Chapter 410 of the Village Municipal Ordinance and is proposed to be amended to include camera coverage of the expanded areas. The DSIS affords the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine the entire area of the commercial establishments' building/site entrances exits, parking lots and drive-thru areas 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. The DSIS camera system additions and an Access Easement modification as conditionally approved by the Plan Commission on February 26, 2018 includes the new parking lots and storm water basin areas and additional cameras and system updates as required by the Police Chief and IT Technical Services Manager.

**Wetlands:** The three (3) wetlands areas were field delineated by WI DNR Assured Biologist Ron Londre on May 17, 2017. Wetland #1 which is the existing stormwater basin that was constructed as part of the original development in 2012/13 is an artificial wetland and the petitioner is requesting a written exemption from the WI DNR and the ACOE wetland regulations so that the stormwater pond can be expanded.

**Certified Survey Map:** The proposed Certified Survey Map will combine the properties into one parcel and will dedicate additional stormwater easements over the expanded basin and the new basin. The applicant is requesting to remove the emergency cross aces easement for the property.

**Comprehensive Plan Amendments (Ord. #18-08):** The Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 is proposed to be amended/corrected to show the location of the field delineated wetlands within the in the Park, Recreation and other Open Space Lands with a staked wetland land use designation (excepting any wetlands that may receive an artificial exemption from the Wisconsin Department of Natural Resources); and to remove the Urban Reserve land use designation from the vacant property (Tax Parcel Number 91-4-122-071-0015). In addition, to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

**Zoning Map and Text Amendments Ord. #18-09 and Ord. #18-10):** The current facility property (92-4-122-071-0027) is zoned B-2 (PUD), Community Business District with a Planned Unit Development. The property that was purchased (currently zoned R-2) is being combined for the expansion of the dealership and is proposed to be rezoned into the B-2 (PUD). In addition, the field delineated wetlands (excepting any wetlands that may receive an artificial exemption from the Wisconsin Department of Natural Resources) are proposed to be rezoned into the C-1 (PUD), Lowland Resource Conservancy District with a Planned Unit Development Overlay District. In addition, the existing Lynch Chevrolet PUD Ordinance is being amended to include the additional parcel within the PUD.

## **RECOMMENDATIONS:**

On February 26, 2018 the Plan Commission held a public hearing, approve Plan Commission Resolution #18-05 and recommended that the Village Board to approve the **Comprehensive Plan Amendment (Ord. #18-08)** as presented.

On February 26, 2018 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments Zoning Map and Text Amendments (Ord. #18-09 and Ord. #18-10)** as presented. (The amendments will not be executed or effective until the Certified Survey Map is finalized and recorded and the artificial exemption is obtained for wetland #1 from the WI DNR.)

Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the above comments and the following conditions:

1. See **attached** changes/corrections to the CSM. In addition, all of the Dedication and Easement Provisions and Restrictive Covenant Language shall be included on this new CSM. (See previous CSM # 2697)
2. Location of the field delineated wetlands shall be shown and legally described on the CSM. Do not show or describe wetland #1 if DNR and ACOE exemption is obtained.
3. Correct the name of the Village Clerk on Sheet 5. The new Village Clerk is Jane C. Snell.
4. The proper documents shall be submitted to vacate the cross access easement that is no longer required for consideration and approval of the Village Board prior to recording said easement vacation.
5. Any outstanding taxes or special assessments, along with Village fees and invoices shall be paid prior to recording the CSM. Pursuant to the Village Finance Department there are two Special Assessments due on Tax Parcel Number 91-4-122-071-0015 - \$4761.10 Sewer D Sanitary Fee and \$5114.02 Chateau Plaines Sewer Lift Station Assessment.
6. The CSM shall be finalized, 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 and prior to issuance of building permit.

**ORD. # 18-08**  
**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 related to the property located at 10901 75<sup>th</sup> Street and the vacant property to the west and further identified as Tax Parcel Numbers 91-4-122-071-0027 and 91-4-122-071-0015 for the Lynch Chevrolet expansion project is hereby amended as follows:

- 1)** The 2035 Land Use Plan Map 9.9 is amended to place the field delineated wetlands shown and legally described on **Exhibit 1** (excluding the wetland that received an artificial exemption from the Wisconsin Department of Natural Resources and verification that the U.S. Army Corps of Engineers is not taking jurisdiction) in the Park, Recreation and other Open Space Lands with a staked wetland land use designation; and to remove the Urban Reserve land use designation from the vacant property (Tax Parcel Number 91-4-122-071-0015; and
- 2)** to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

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 5<sup>th</sup> day of March 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

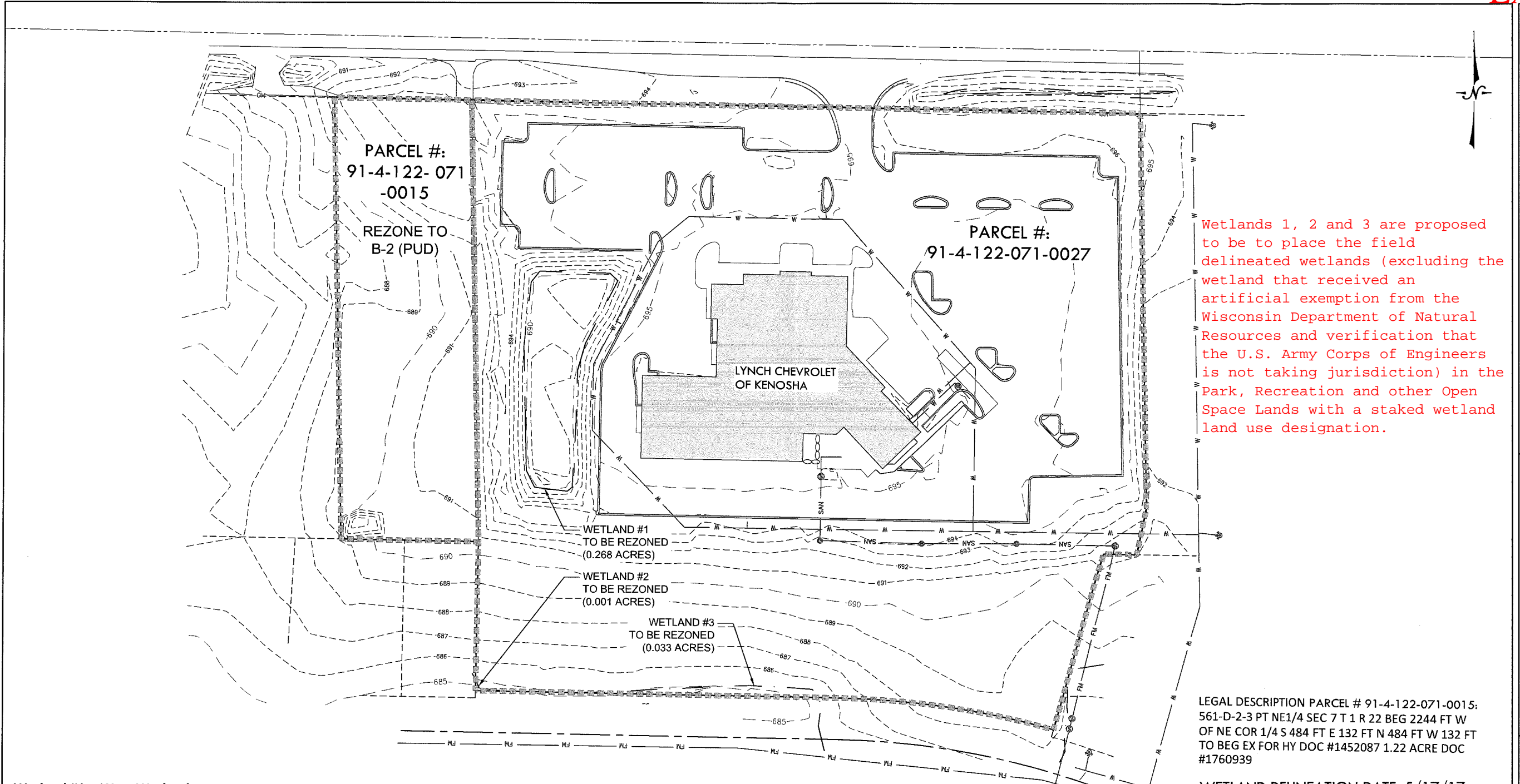
\_\_\_\_\_  
John P. Steinbrink,  
Village President

\_\_\_\_\_  
Jane C. Snell  
Village Clerk

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

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

Ord #18-08 Lynch LU Amend  
CODE1801-002



PARKING LOT EXPANSION FOR  
**LYNCH DEALERSHIP**  
PLEASANT PRAIRIE, WI

**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

ZONING MAP CHANGES EXHIBIT	
NO.	REVISIONS
	BY DATE

LEGAL DESCRIPTION PARCEL # 91-4-122-071-0015:  
561-D-2-3 PT NE1/4 SEC 7 T 1 R 22 BEG 2244 FT W  
OF NE COR 1/4 S 484 FT E 132 FT N 484 FT W 132 FT  
TO BEG EX FOR HY DOC #1452087 1.22 ACRE DOC  
#1760939

WETLAND DELINEATION DATE: 5/17/17  
ASSURED BIOLOGIST: RON. A. LONDRE, PWS

**Wetland #1 - West Wetland**

Commencing at the Northwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence South 18° 16' 51" East, 183.59 feet to the **Point of Beginning**.

Thence, continuing North 39° 30' 46" East, 13.45 feet; thence South 88° 24' 19" East, 67.02 feet; thence South 46° 12' 25" East, 10.34 feet; thence South 27° 06' 09" West, 67.60 feet; thence, South 16° 18' 26" West, 26.29 feet; thence South 1° 42' 22" West, 51.32 feet; thence South 3° 02' 38" West, 61.77 feet; thence South 49° 35' 02" West, 6.08 feet; thence North 82° 59' 39" West, 31.93 feet; thence North 26° 41' 13" West, 18.08 feet; thence North 1° 06' 22" West, 46.41 feet; thence North 1° 13' 22" West, 73.43 feet; thence North 6° 24' 58" East, 61.49 feet to the **Point of Beginning**.

Said area contains 11,685 SF, or 0.268 acres, more or less.

**Wetland #2 - Southwest Wetland**

Commencing at the Southwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence North 1° 01' 36" East, 9.89 feet to the **Point of Beginning**.

Thence, continuing South 26° 06' 46" East, 8.14 feet; thence, continuing South 82° 12' 17" East, 22.42 feet; thence, continuing North 88° 58' 24" West, 25.98 feet; thence, continuing North 1° 01' 36" East, 9.89 feet to the **Point of Beginning**.

Said area contains 53 SF, or 0.001 acres, more or less.

**Wetland #3 - Southeast Wetland**

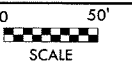
Commencing at the Southwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence South 88° 58' 24" East, 76.14' to the **Point of Beginning**.

Thence, continuing North 88° 53' 04" East, 31.64 feet; Thence, continuing North 87° 24' 16" East, 30.54 feet; Thence, continuing North 86° 38' 59" East, 35.42 feet; Thence, continuing North 88° 53' 32" East, 34.04 feet; Thence, continuing South 87° 15' 53" East, 33.51 feet; Thence, continuing South 86° 07' 05" East, 25.35 feet; thence, continuing South 31° 21' 15" East, 9.28 feet; thence, continuing North 88° 58' 24" West, 251.91' to the **Point of Beginning**.

Said area contains 1,423 SF, or 0.033 acres, more or less.

ISSUED FOR REVIEW

PLAN DATE 7.14.17  
DESIGNED BY RDE



PROJECT NO.  
**16.0001**

SHEET NO.

**X002**

**ORD. # 18-09**

**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 10901 75<sup>th</sup> Street known as Lot 1 of CSM located in U.S. Public Land Survey Section 7, Township 1 North, Range 22 East of the 4<sup>th</sup> Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 91-4-122-071- 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 portion of the property that is zoned R-2, Urban Single Family Residential District is hereby rezoned into the B-2, Community Business District and the entire property is being 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 amendment.

**Adopted this 5<sup>th</sup> day of March, 2018.**

**VILLAGE BOARD OF TRUSTEES**

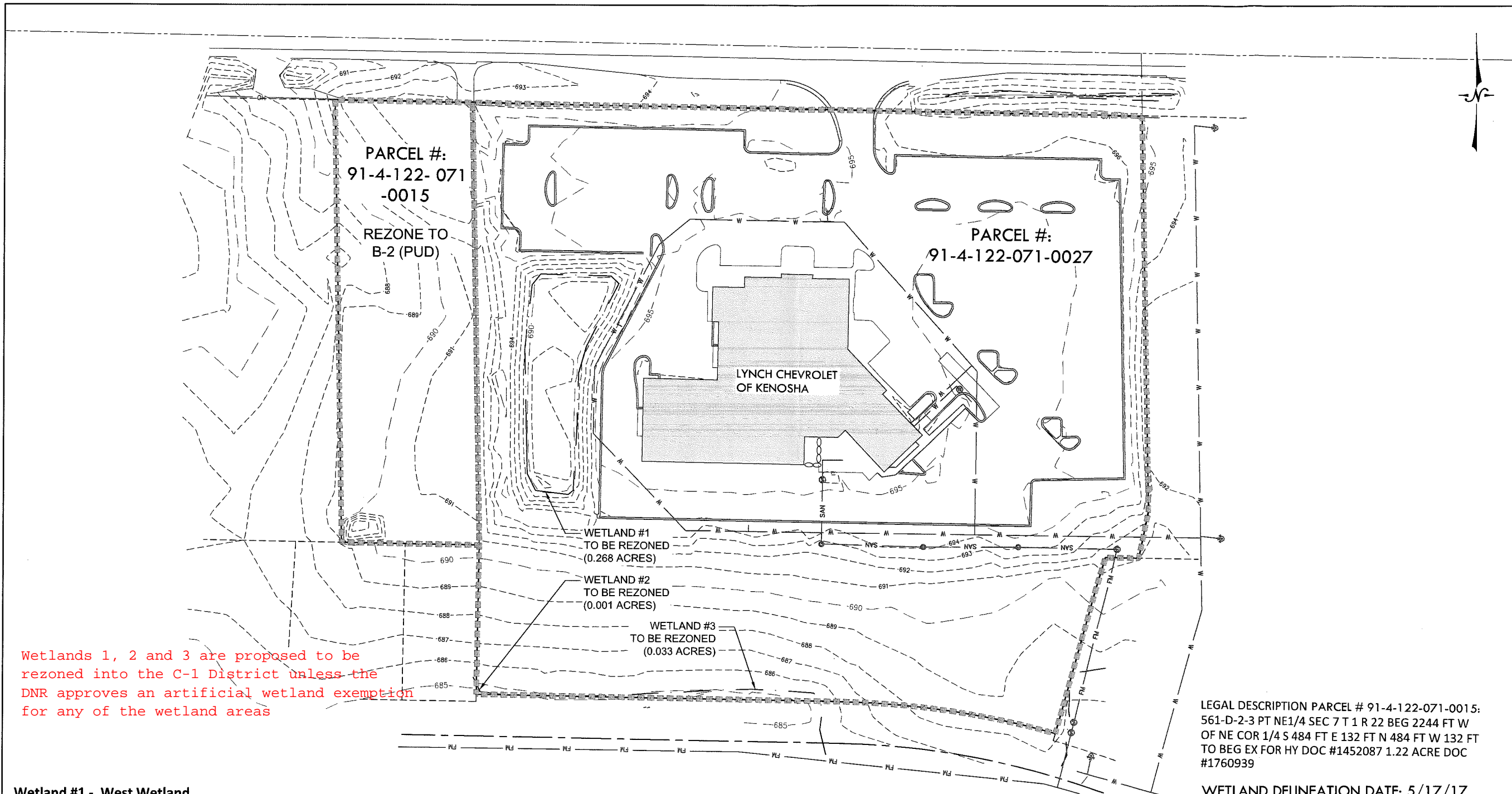
\_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane C. Snell  
Village Clerk

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

09-Lynch Wetland  
CODE1801-003



Wetlands 1, 2 and 3 are proposed to be rezoned into the C-1 District unless the DNR approves an artificial wetland exemption for any of the wetland areas

LEGAL DESCRIPTION PARCEL # 91-4-122-071-0015: 561-D-2-3 PT NE1/4 SEC 7 T 1 R 22 BEG 2244 FT W OF NE COR 1/4 S 484 FT E 132 FT N 484 FT W 132 FT TO BEG EX FOR HY DOC #1452087 1.22 ACRE DOC #1760939

WETLAND DELINEATION DATE: 5/17/17  
ASSURED BIOLOGIST: RON. A. LONDRE, PWS

**Wetland #1 - West Wetland**

Commencing at the Northwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence South 18° 16' 51" East, 183.59 feet to the **Point of Beginning**.

Thence, continuing North 39° 30' 46" East, 13.45 feet; thence South 88° 24' 19" East, 67.02 feet; thence South 46° 12' 25" East, 10.34 feet; thence South 27° 06' 09" West, 67.60 feet; thence, South 16° 18' 26" West, 26.29 feet; thence South 1° 42' 22" West, 51.32 feet; thence South 3° 02' 38" West, 61.77 feet; thence South 49° 35' 02" West, 6.08 feet; thence North 82° 59' 39" West, 31.93 feet; thence North 26° 41' 13" West, 18.08 feet; thence North 1° 06' 22" West, 46.41 feet; thence North 1° 13' 22" West, 73.43 feet; thence North 6° 24' 58" East, 61.49 feet to the **Point of Beginning**.

Said area contains 11,685 SF, or 0.268 acres, more or less.

**Wetland #2 - Southwest Wetland**

Commencing at the Southwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence North 1° 01' 36" East, 9.89 feet to the **Point of Beginning**.

Thence, continuing South 26° 06' 46" East, 8.14 feet; thence, continuing South 82° 12' 17" East, 22.42 feet; thence, continuing North 88° 58' 24" West, 25.98 feet; thence, continuing North 1° 01' 36" East, 9.89 feet to the **Point of Beginning**.

Said area contains 53 SF, or 0.001 acres, more or less.

**Wetland #3 - Southeast Wetland**

Commencing at the Southwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence South 88° 58' 24" East, 76.14' to the **Point of Beginning**.

Thence, continuing North 88° 53' 04" East, 31.64 feet; Thence, continuing North 87° 24' 16" East, 30.54 feet; Thence, continuing North 86° 38' 59" East, 35.42 feet; Thence, continuing North 88° 53' 32" East, 34.04 feet; Thence, continuing South 87° 15' 53" East, 33.51 feet; Thence, continuing South 86° 07' 05" East, 25.35 feet; thence, continuing South 31° 21' 15" East, 9.28 feet; thence, continuing North 88° 58' 24" West, 251.91' to the **Point of Beginning**.

Said area contains 1,423 SF, or 0.033 acres, more or less.

PARKING LOT EXPANSION FOR  
**LYNCH DEALERSHIP**  
PLEASANT PRAIRIE, WI

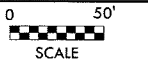
**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

ZONING MAP CHANGES EXHIBIT

NO.	REVISIONS	BY	DATE

ISSUED FOR REVIEW

PLAN DATE 7.14.17  
DESIGNED BY RDE



PROJECT NO.  
**16.0001**

SHEET NO.

**X002**

**ORDINANCE # 18-10**

**ORDINANCE TO AMEND THE LYNCH CHEVROLET OF PLEASANT PRAIRIE PLANNED UNIT DEVELOPMENT PURSUANT TO SECTION 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 the following Planned Unit Development (PUD) Ordinance is hereby amended pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:**

**30. Lynch Chevrolet of Pleasant Prairie Planned Unit Development**

- a. It is the intent that the Lynch Chevrolet of Pleasant Prairie Development, on the properties as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan; that the development will not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, landscaping, grading and drainage, lighting and general site development is an attractive and harmonious commercial development of sustained desirability and economic stability and will not have an adverse effect on the property values of the surrounding neighborhood.
- b. Legal Description: ~~The properties included are collectively known as~~ Lot 1 of CSM [REDACTED] 2697 as recorded at the Kenosha County Register of Deeds Office on [REDACTED] April 12, 2012 as Document No. [REDACTED] 1669236 and is located in U.S. Public Land Survey Section 7, Township 1 North, Range 22 East of the Fourth Principal meridian lying and being in the Village of Pleasant Prairie and herein after 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) The DEVELOPMENT shall be in compliance with the Site and Operational Plans conditionally approved on January 9, 2012 for the construction of Lynch Chevrolet of Pleasant Prairie to serve as their sales center for new and used automobiles and an auto repair and maintenance facility, and all other uses and operations as described on the Site and Operational Plans conditionally approved by the Village and the Site and Operational Plans as conditionally approved by the Plan Commission on February 26, 2018 for the parking lot expansion.
  - (iii) The DEVELOPMENT shall be in compliance Conditional Use Permit #11-16 and the 1<sup>st</sup> Amendment to said Conditional Use Permit as recorded at the Kenosha County Register of Deeds Office and any other future Conditional Use Permits that may be approved or amended by the Village for this site.
  - (iv) The DEVELOPMENT shall be in compliance with the Wisconsin Department of Transportation (WI DOT) Memorandum of Understanding executed in July 2011 and is on file with the Village related to the temporary commercial access to STH 50. Pursuant to the Agreement, when the 109<sup>th</sup> Avenue access roadway is constructed by the WI DOT in accordance with said Agreement then the temporary commercial access to STH 50 will be removed by the WI DOT.
  - (v) After 77<sup>th</sup> Street is constructed a secondary gated emergency access driveway shall be installed from 77<sup>th</sup> Street by the owner of the DEVELOPMENT for access to the development site.



- (vi) The DEVELOPMENT, including but not limited to, the **Digital Security Imaging System**, interior and exterior of the building, signs, storm water management basin, landscaping, parking lots, exterior site lighting, etc., and the site as a whole, shall be maintained in a clean, neat, presentable, aesthetically pleasing, well-maintained, structurally sound and non-hazardous condition.
- (vii) All building and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be completed in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (viii) The building, structures and all exterior additions, remodeling or alterations to the existing building, structures or to any future buildings and 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 approved by the Village Zoning Administrator. No material alterations or modifications to these colors or materials shall be made without written approval of the Village.
- (ix) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement and Access Easement as approved by the Village Board on January 16, 2012 and as amended by the Plan Commission on February 26, 2018 by the Plan Commission for the development expansion.
- (x) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons. Special hours of operation may be granted by the Village upon the owners/tenants entering into a separate Agreement with the Village for the provision of additional police officers and any related fees for additional security as determined necessary by the Village Police Chief.
- (xi) No land divisions shall be allowed within the DEVELOPMENT unless previously approved by the Village.
- (xii) All vehicles for sale/lease within the DEVELOPMENT shall be parked in designated areas of the site and depicted on the Site and Operational Plans. No vehicles shall be parked on the grass, in the landscaping, in the right-of-way, throat or driveway entrances, maneuvering lands or fire lanes. In addition, vehicles shall not be elevated with ramps or placed on platforms or the roof of the building.
- (xiii) All signs shall comply with Article X of Chapter 420 of the Village Municipal Code. As notes in said Ordinance the following types of signs are prohibited:
  - (1) Any sign with flashing or pulsating lights.
  - (2) Any inflatable sign or inflatable characters, including but not limited to tethered balloon signs or other gas-filled figures.
  - (3) Any temporary, ~~spring-action metal~~ advertising signs.
  - (4) Any spotlights used as visual attention-~~getters~~ getting devices.
  - (5) A string of lights, tinsel, pennants, pinwheels or other similar devices hanging between two points or attached to light poles, cars, antennas, buildings or other structures on the property.
  - (6) Any sign place within an open hood of a vehicle for sale.
- (xiv) The DEVELOPMENT shall comply with all applicable performance standards set forth in § 420-38 of the Village Zoning Ordinance.

- (xv) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xvi) 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.

d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:

- (i) Section 420-119 I related to dimensional standards shall be amended to read as follows:
  - I. Dimensional standards. Except as otherwise specifically provided in this chapter, and without limitation, all uses, sites, buildings and structures in the B-2 District shall comply with the following dimensional standards to the extent applicable:
    - (1) Lot size: two acres minimum.
    - (2) Lot frontage on a public street: 150 feet minimum.
    - (3) Open space: 30% minimum.
    - (4) Principal building standards:
      - (a) Gross floor area: 25,000 square feet minimum and 50,000 square feet maximum.
      - (b) Height: 35 feet maximum.
      - (c) Setbacks:
        - [1] Street setback: minimum of 65 feet from STH 50 and a minimum of 40 feet from 109<sup>th</sup> Avenue and 77<sup>th</sup> Street.
        - [2] Side and rear setback: 30 feet minimum.
        - [3] Wetland setback: 25 feet minimum.
    - (5) Detached accessory building/trash enclosure standards: detached accessory buildings or trash enclosures are prohibited.
- (ii) Section 420-48 C related to minimum number of off-street parking spaces shall be amended to read as follows:
  - C. Minimum number of off-street parking spaces. Minimum number of off-street parking spaces for the DEVELOPMENT shall be 46 parking spaces for employees and 49 parking spaces for customers. No designated customer or employee parking space shall be used for inventory parking and if customer and employee parking becomes an issue as determined by the Village Police Chief, additional parking spaces shall be added on the recently acquired land south of the building and adjacent to 77<sup>th</sup> Street. All employee and customer parking spaces shall be striped and the centerline of the all double row inventory parking areas shall be striped to ensure that all cars are parked appropriately on the site. No off-street parking shall be allowed on STH 50, 109<sup>th</sup> Avenue or 77<sup>th</sup> Street.

- (iii) Section 420-57 H (2) (g) related to exterior walls materials shall be amended to read:
  - (g) Exterior walls of all principal or accessory buildings shall be constructed of the following materials as shown on the Village approved Site and Operational Plans:
    - [1] Facing materials shall consist of the following materials:
      - [a] Architectural pre-cast panels with inset brick (light sandstone, smooth and tan integral throughout the panel).
      - [b] Bright aluminum metallic panels will be used within a portion of the architectural tower elements along the front of the building.
      - [c] Chevrolet blue aluminum panels at the main entrance of the building.
- (iv) Section 420-76 T (7) related to the setback for the primary monument sign to the right-of-way shall be amended to read as follows:
  - (7) Minimum street setback distance: 8 feet from the street right-of-way line of STH 50 and 15 feet from the street right-of-way of 109<sup>th</sup> Avenue and 77<sup>th</sup> Street.
- (v) Section 420-78 (K) (1) related to the total aggregate permitted background commercial advertising sign area shall be amended to read as:
  - (1) Except as is otherwise specifically provided in this article, the aggregate permitted background commercial advertising sign area allowed within the DEVELOPMENT not to exceed a maximum of 330 square feet.

e. Amendments:

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village 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/or Village Board of Trustees review and approval.

**Adopted this 5<sup>th</sup> day of March 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

\_\_\_\_\_  
Jane C. Snell  
Village Clerk

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

10-Lynch PUD Amendment  
CODE1801-003

**CERTIFIED SURVEY MAP NO.**

LOT 1 OF CERTIFIED SURVEY MAP NO. 2697, AS DULY RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1669236 AND THE LANDS DESCRIBED IN TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939; SAID LANDS ARE LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**OWNER / DEVELOPER:**  
LYNCH VENTURES, LLC.  
2300 S BROWNS LAKE DR  
BURLINGTON, WI 53105

**SURVEYOR'S CERTIFICATE:**

I, JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:

LOT 1 OF CERTIFIED SURVEY MAP NO. 2697, AS DULY RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1669236 AND THE LANDS DESCRIBED IN TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939; SAID LANDS ARE LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

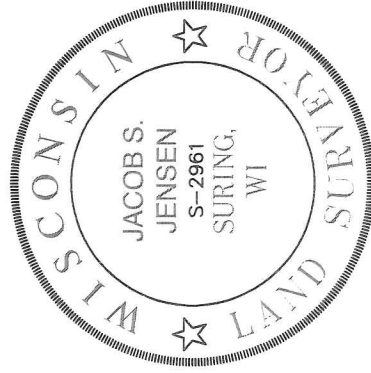
BEGINNING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 SECTION; THENCE N88°58'24"W, ALONG THE NORTH LINE OF SAID 1/4 SECTION, 1,470.00'; THENCE S1°00'49"E, 60.04', TO AN IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING S1°00'49"E, ALONG THE EAST LINE OF SAID LOT 1, 379.17' TO AN IRON PIPE FOUND; THENCE S11°39'48"W, CONTINUING ALONG SAID EAST LINE, 45.54', TO AN IRON PIPE FOUND; THENCE N88°58'24"W, CONTINUING ALONG SAID EAST LINE, 31.89', TO AN IRON BAR SET; THENCE S15°40'16"W, CONTINUING ALONG SAID EAST LINE, 175.27', TO AN IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 AND A CURVE TO THE LEFT 209.13', SAID CURVE HAVING A RADIUS OF 818.23' AND A CHORD BEARING N81°39'05"W, 208.56', TO AN IRON PIPE FOUND; THENCE N88°58'24"W, CONTINUING ALONG SAID SOUTH LINE, 348.94', TO AN IRON PIPE FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N1°01'36"E, ALONG THE WEST LINE OF SAID LOT 1, 143.00', TO AN IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE AFOREMENTIONED TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939; THENCE N88°58'24"W, ALONG THE SOUTH LINE OF SAID LANDS, 132.19' TO AN IRON PIPE FOUND MARKING THE SOUTHWEST CORNER THEREOF; THENCE N1°00'49"W, ALONG THE WEST LINE OF SAID LANDS, 423.95', TO AN IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF S.T.H. "50"; THENCE S88°58'24"E, ALONG SAID RIGHT OF WAY LINE, 774.19' TO THE PLACE OF BEGINNING; SAID PARCEL CONTAINS 9.48 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF LYNCH VENTURES, LLC., OWNER(S) OF SAID LAND. THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCES OF THE VILLAGE OF WATERFORD IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 12TH DAY OF DECEMBER, 2017.

  
JACOB S. JENSEN  
PROFESSIONAL LAND SURVEYOR

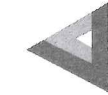


**SURVEYOR:**

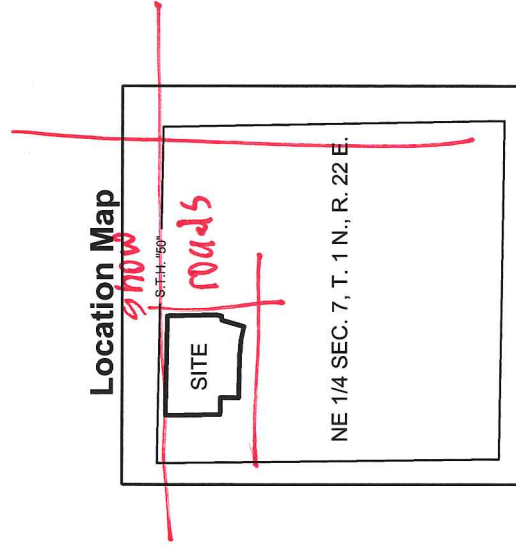
LYNCH & ASSOCIATES  
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE  
NEW BERLIN, WI 53151

440 MILWAUKEE AVENUE,  
BURLINGTON, WI 53105  
(262) 402-5040



*add north arrow*



**NOTES:**

- 1. SEE SHEET 2 AND 3 FOR MAPPING.
- 2. SEE SHEETS 4-5 FOR ADDITIONAL CERTIFICATES.

INSTRUMENT DRAFTED BY JACOB S. JENSEN, P.L.S. #2961

DATE 12/12/2017  
SHEET 1 OF 5  
JOB#16-0001

**CERTIFIED SURVEY MAP NO.**

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**NOTES:**

- 1. SEE SHEET 3 FOR MAPPING OF EXISTING SITE FEATURES.
- 2. SEE SHEETS 4-5 FOR ADDITIONAL CERTIFICATES.

North 1/4 Corner,  
Sec. 7, T1N, R22E  
(Conc. mon. w/  
brass cap-found)  
N: 127784.66  
E: 596780.33

North line of the NE 1/4  
of Sect. 7, T1N, R22E

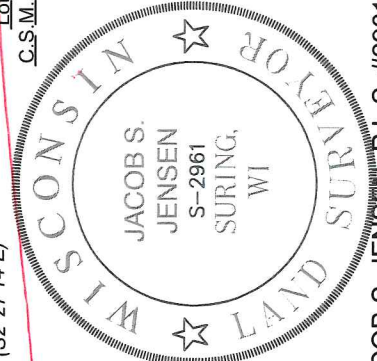
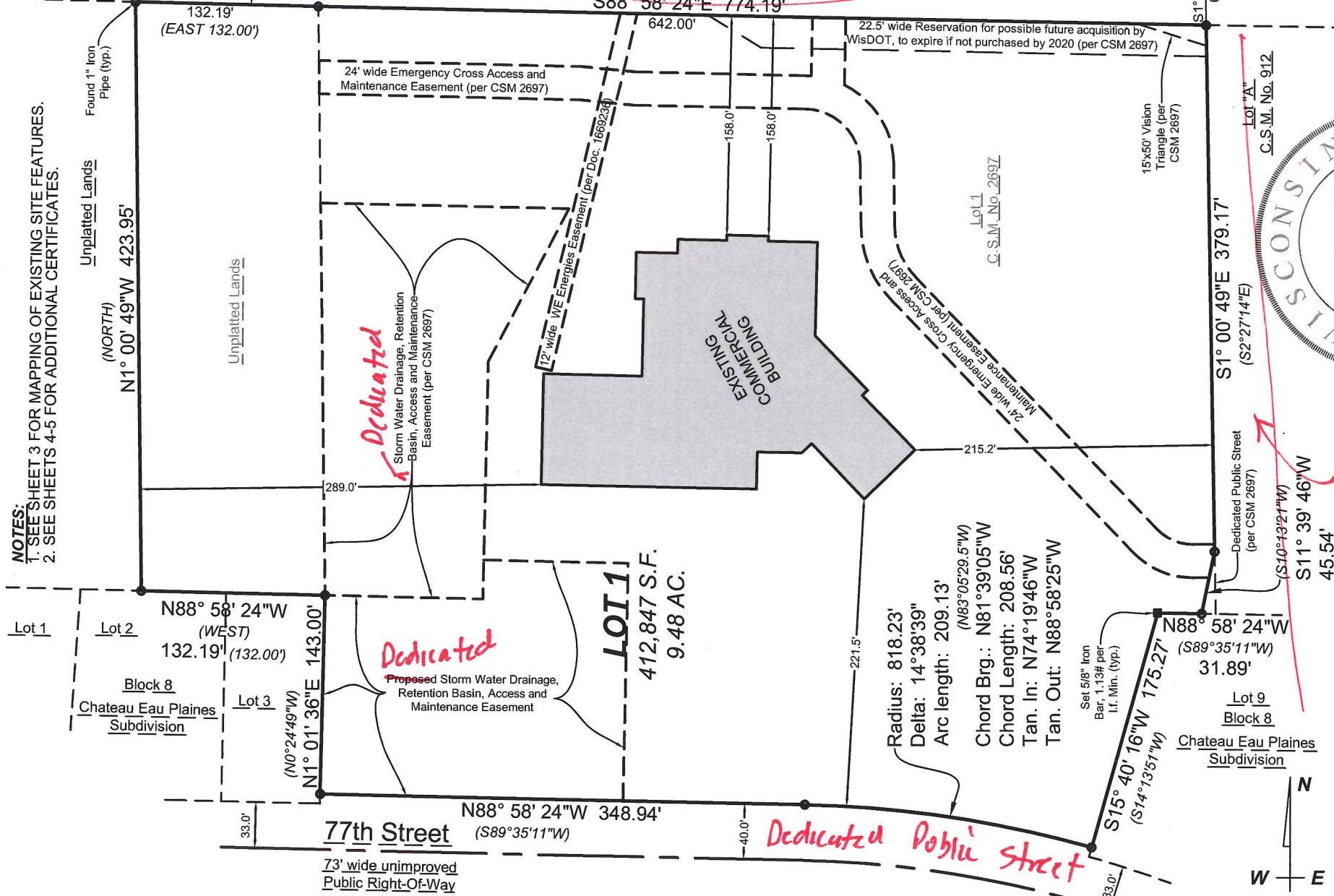
S.T.H. "50"

*Dedicated Public Street*

A/K/A 75th Street

Northeast Corner,  
Sec. 7, T1N, R22E  
(Conc. mon. w/  
brass cap-found)  
N: 127737.85  
E: 599392.19

DATE 12/12/2017  
SHEET 2 OF 5  
JOB#16-0001



*Show  
109th  
Avenue*

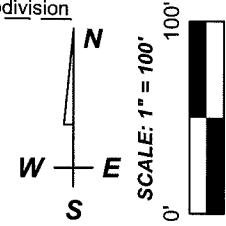
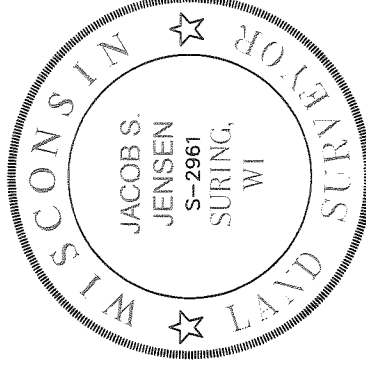
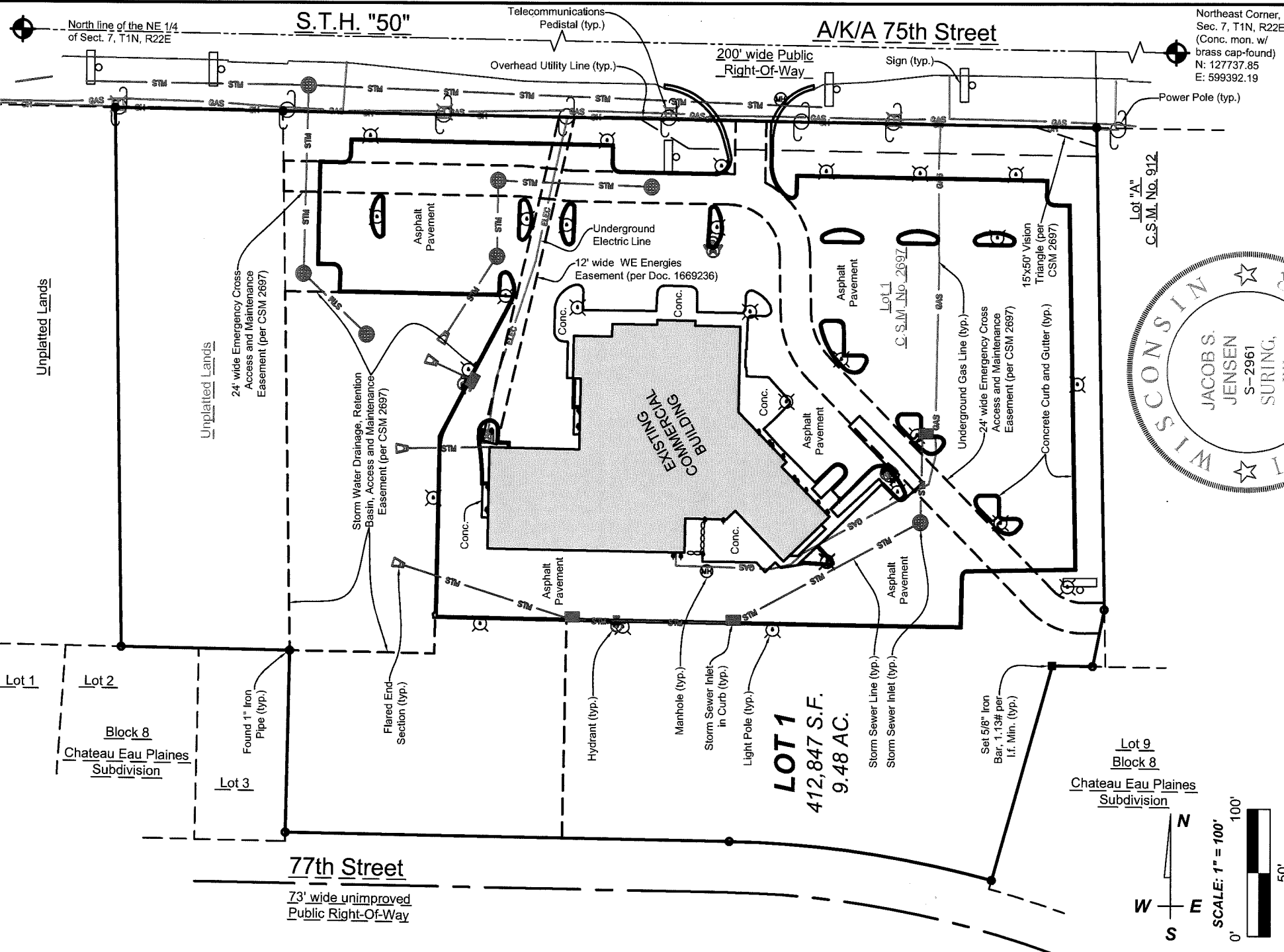
INSTRUMENT DRAFTED BY JACOB S. JENSEN, P.L.S. #2961  
*Dedicated Public Street*

BEARINGS HEREON RELATE TO THE  
WISCONSIN COUNTY COORDINATE SYSTEM,  
KENOSHA COUNTY ZONE. THE NORTH LINE OF  
THE NE 1/4 OF SEC. 7, T. 1 N., R. 22 E. WAS  
TAKEN TO BEAR N88°58'24"W.

**CERTIFIED SURVEY MAP NO.**

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North 1/4 Corner,  
Sec. 7, T1N, R22E  
(Conc. mon. w/  
brass cap-found)  
N: 127784.66  
E: 596780.33



BEARINGS HEREON RELATE TO THE  
WISCONSIN COUNTY COORDINATE SYSTEM,  
KENOSHA COUNTY ZONE. THE NORTH LINE OF  
THE NE 1/4 OF SEC. 7, T. 1 N., R. 22 E. WAS  
TAKEN TO BEAR N88°58'24"W.

DATE 12/12/2017  
SHEET 3 OF 5  
JOB#16-0001

INSTRUMENT DRAFTED BY JACOB S. JENSEN, P.L.S. #2961

*add all dedication and  
easement provisions  
to this  
contract  
C.S.M.*

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**OWNER'S CERTIFICATE**

LYNCH VENTURES, LLC, a Limited Liability Company duly organized and existing under the Laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of John P. Konopacki, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

LYNCH VENTURES, LLC

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

KURT PETRIE  
President

**STATE OF WISCONSIN) ss  
COUNTY OF \_\_\_\_\_)**

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

THE ABOVE NAMED \_\_\_\_\_, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

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

**CONSENT OF CORPORATE MORTGAGEE**

\_\_\_\_\_, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND

BY VIRTUE OF THE LAWS OF THE STATE OF \_\_\_\_\_, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, AND MAPPING OF THE LAND DESCRIBED ON THIS MAP, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF WATERFORD LAND INVESTORS, LLC., OWNERS.

IN WITNESS WHEREOF, THE SAID \_\_\_\_\_ HAS CAUSED THESE PRESENTS TO BE SIGNED AND IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

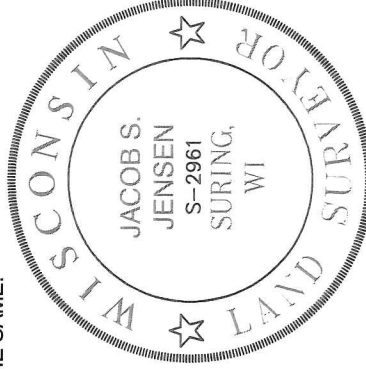
**STATE OF \_\_\_\_\_) ss  
COUNTY OF \_\_\_\_\_)**

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

THE ABOVE NAMED \_\_\_\_\_, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

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



**CERTIFIED SURVEY MAP NO.**

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**CERTIFICATE OF VILLAGE BOARD APPROVAL:**

I CERTIFY THAT THIS CERTIFIED SURVEY MAP HAS BEEN FILED FOR APPROVAL AND IS HEREBY APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES, AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES.

I HEREBY CERTIFY THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
JOHN P. STEINBRINK  
Village President

\_\_\_\_\_  
~~JANE M. ROMANOWSKI~~  
Village Clerk

*Jane C. Snell*

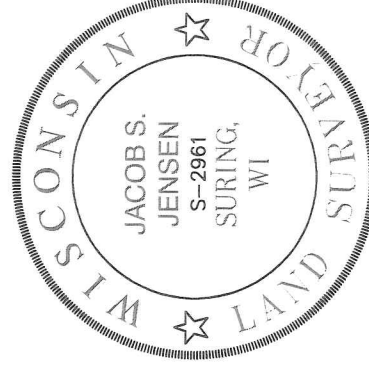
**CERTIFICATE OF PLAN COMMISSION APPROVAL:**

I CERTIFY THAT THIS CERTIFIED SURVEY MAP HAS BEEN FILED FOR APPROVAL AND IS HEREBY APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION, AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES.

I HEREBY CERTIFY THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
THOMAS W. TERWALL  
Chairman of Village Plan Commission





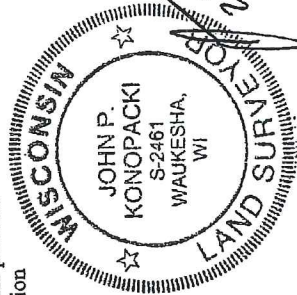
CERTIFIED SURVEY MAP NO. 2697

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**DEDICATION AND EASEMENT PROVISIONS**

1. The fee interest in the 224 square feet (0.0051 acres) area shown as a Dedicated Public Street on this Certified Survey Map (CSM) located at the southeastern corner of Lot 1 is hereby dedicated, given, granted and conveyed by Lynch Ventures LLC, (the "Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalk or bike lane, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the current Owner or the future Owner(s) of Lot 1 shown on this CSM which is adjacent to the Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of the sidewalk or bike lane, if required by the Village, in the areas in between the roadway and the Lot. In the event of any conflict between the rights of the Village, its fee interest in the Dedicated Public Street area shown on this CSM and the rights of the Owner or of the future Owner(s) of the Lot pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.
2. 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 while providing current or future services benefiting the Owner's property, the Developer 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 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.
3. ~~A nonexclusive easement~~ <sup>3</sup> ~~coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by the Owner to the Village for private storm water drainage and retention basin system improvements, storm water storage and conveyance, uses and purposes, and for construction, installation, repair, alteration, replacement and maintenance activities and all related ingress and egress over and across the Owner's property. This dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement shall be exclusive, except for: (1) the Owner's obligation to use and maintain the private storm water drainage and retention basin system improvements, storm water storage and conveyance, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities including the planting and irrigating, care and maintenance of the Easement area on Lot 1 as it will not interfere with any of the improvements, uses and purposes of the Village and (2) such other Easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof as dedicated and shown on Lot 1 of this CSM. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement, the Village's rights under this Easement shall be deemed to be superior. This easement's inspection and easement dedication of the Chateau Plaines regional storm water basin to the Village, which is intended to serve the Lot 1 property.~~ <sup>THX</sup>

Add  
all  
part to  
CSM



J:\SD Projects\11C458 Lynch Chevrolet - Pleasant Prairie.dwg\11C4588 CSM.dwg

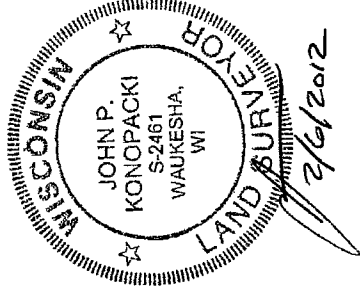
**CERTIFIED SURVEY MAP NO. 2697**

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(Continued)

Unless the Village exercises the rights granted to it hereunder with respect to the Easement area, the Village shall have no obligation to do anything pursuant to its rights under this Easement. The Owner of Lot 1 shall be responsible for all costs associated with the construction and maintenance of the private storm water drainage and retention basin improvements contained within this nonexclusive easement area.

4. A perpetual nonexclusive easement coextensive with the area shown as a Dedicated 15' X 50' Vision Triangle Easement shown on this CSM is hereby dedicated, given, granted and conveyed by the Owner to the Village and Wisconsin Department of Transportation (WI DOT) in order to maintain a clear sight line of vision at the State Trunk Highway 50 and future 109th Avenue intersection. There shall be no obstructions, such as but not limited to buildings, signage, fences, vehicular parking, vegetation, or shelters permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet, unless approved by the Village and WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the WI DOT.
5. A nonexclusive easement coextensive with the areas shown as a Dedicated Emergency Cross Access and Maintenance Easement shown on this CSM hereby places restrictions on Lot 1 wherein a cross access easement is given, granted and conveyed by the Owner to the Village for public access, driveway, pedestrian and cross access purposes improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities to serve this Development and the abutting land owners in the event of an emergency. This Dedicated Emergency Cross Access and Maintenance Easement shall be vacated by the Village Board upon the completion and inspection of a Village approved 77th Street gated emergency access and a 109th Avenue access to the property.
6. A Restriction Area is shown on this CSM extending 22.50 feet south along the northeastern property boundary of the property for the future construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalk or bike lane, if required by the WI DOT, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, utility and communications facilities, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such restriction is subject to the WI DOT acquisition and compensation of the land area for the future widening of the State Trunk Highway 50 right-of-way. This restriction shall expire if not purchased by the WI DOT for the reconstruction of Highway 50 or the year 2020, whichever comes first.
7. The Dedicated Emergency Cross Access and Maintenance Easement shall be vacated by the Village Board when the property between Eau Plaines Parkway and this CSM are served by two Village approved accesses.

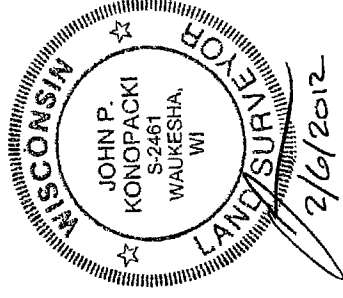


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**RESTRICTIVE COVENANTS**

1. The Owner hereby covenants that the Dedicated Storm Water, Drainage, Retention Basin, Access and Maintenance Easement shown on the CSM hereby places restrictions on the use of the referenced land because of the location of this Dedicated Storm Water and Retention Basin Easement, which was given, granted and conveyed by the Owner to the Village for private storm water collection 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 and for all related and incidental ingress and egress over and across the owner's property to serve the Development as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, fences, gates, signs, berms or altering of the grade of the land within the Easement area without prior written approval of the Village. In the event that the Owner fails to maintain the retention basin and Village exercises its rights to maintain, repair or replace said private retention basin or related storm water facilities, the Owner of the affected property, not the Village, shall be responsible for any and all costs associated with the removal, restoration and or replacement of the retention basin or related storm water facilities. This covenant shall run with the land, shall be binding upon the Owner, its successors, assigns and successors-in-title of the land, in their capacity as the Owner of this land, and shall benefit and be enforceable by the Village. This Easement shall be vacated by the Village Board upon the completion, inspection and easement dedication of the Chateau Eau Plaines regional storm water basin to the Village, which is intended to serve the Lot 1 property.
2. The Owner hereby covenants that the Dedicated Vision Triangle Easement shown on this CSM hereby places restrictions on Lot 1 because of the location of this Easement which was given, granted and conveyed by the Owner in order to maintain a clear sight line of vision at the State Trunk Highway 50 and 109th Avenue intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village and WI DOT. This restriction is for the benefit of the traveling public and shall be enforceable by the Village, Kenosha County or the WI DOT.
3. The Owner hereby covenants that the Dedicated Emergency Cross Access and Maintenance Easement shown on this CSM hereby places restrictions on Lot 1 wherein an Emergency Cross Access Easement was given, granted and conveyed by the Owner to the Village for public access, driveway, pedestrian and cross access purposes improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, and maintenance activities. The Owner further understands that the Village has required an emergency access route extending from the land to the west of the Development, through the Development and extending to future 109th Avenue within the Easement area per the Development's Village approved Site and Operational Plan. This Easement is for the benefit of the Village, traveling public and adjacent land owners in the event of an emergency and shall be enforceable by the Village. This Easement shall be vacated by the Village Board upon the completion and inspection of a Village approved 77th Street gated emergency access and a 109th Avenue access to the property.
4. The Owner hereby covenants that the 22.50' Wide Restriction Area shown on this CSM on the north side of the Lot 1 property located along the south side of STH 50 is hereby restricted for future acquisition and compensation by the WI DOT for the future reconstructing and widening of the STH 50 street right-of-way. The Owner shall not place any obstructions, such as but not limited to structures, parking lots, signage, fences, vehicular parking, trees, plantings, or bus shelters within the Restriction Area. This restriction shall expire if not purchased by the WI DOT for the reconstruction of Highway 50 or the year 2020, whichever comes first.
5. An Emergency Access Road/Drive shall be extended into the site from 77th Street upon completion of the 77th Street construction. This Access Road shall be properly maintained and snow plowed for emergency access. A locked entrance gate accessible by emergency services will be permitted by the Village. The Dedicated Emergency Cross Access and Maintenance Easement noted in note 3 above and shown on Sheet 3 of this CSM shall be vacated by the Village Board upon completion, inspection and acceptance of a Village approved 77th Street gated emergency access.



**CERTIFIED SURVEY MAP No. 2497**

BEING A REDIVISION OF ALL OF LOT B AND LOT C OF CERTIFIED SURVEY MAP NO. 912, THE EAST 33.94 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 8 OF CHATEAU EAU PLAINES AND ADDITIONAL LANDS ALL BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**

LYNCH VENTURES LLC, a Limited Liability Company duly organized and existing under the virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of John P. Konopacki, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

LYNCH VENTURES LLC

[Signature]

KURT PETRIE  
President

State of Wisconsin )  
                                  ) SS  
County of Racine )

Personally came before me this 14 day of February, 2012, the above named Kurt Petrie, President, of the above named company, to me known to be such President of said company, and acknowledge that he executed the foregoing instrument as such President, as the deed of said company, by it's authority.

Waney E. Strubbe  
Notary Public, Racine County, Wisconsin  
My Commission Expires 12-22-13

**VILLAGE PLAN COMMISSION APPROVAL**

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie, on this 9th day of January, 2012.

[Signature]

THOMAS W. TERWALL  
Chairman of Village Plan Commission

**VILLAGE BOARD APPROVAL**

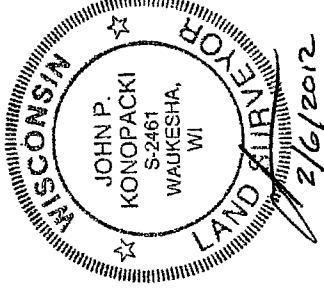
Resolved that this Certified Survey Map, being a redivision of all of Lot B and Lot C of Certified Survey Map No. 912, the east 33.94 feet of Lot 3 and all of Lots, 4, 5, 6, 7 and 8, Block 8 of Chateau Eau Plaines and additional lands all being a part of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this 6th day of February, 2012.

[Signature]

JOHN P. STEINBRINK  
Village President

ATTEST:  
[Signature]

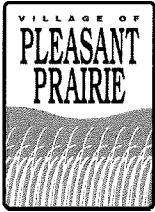
JANE M. ROMANOWSKI  
Village Clerk



2/6/2012

J:\SD Projects\11C4598 Lynch Chevrolet - Pleasant Prairie.dwg\11C4598 CSM.dwg

**Site and Operational Plans were conditionally approved  
by Plan Commission on 2-26-18**



**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 checked="" type="checkbox"/> Digital Security Imaging System (DSIS Agreement and Easement)	<input type="checkbox"/> New Building <input checked="" type="checkbox"/> Building Addition <input type="checkbox"/> Building Alteration <input type="checkbox"/> New Tenant

Name of Business: Lynch Ventures LLC

Site Address: 10901 75th St., Pleasant Prairie, WI 53138 Suite #: \_\_\_\_\_

Tax Parcel Number: 91-4-122-071-0015; 91-4-122-071-0027

Zoning District(s): B-2

Name of Development: Lynch Dealership - Parking Lot Expansion

Estimated Date of Occupancy: \_\_\_\_\_

Detailed Description of the Proposed Project and Use:

Project includes the parking lot expansion of the existing Lynch Dealership car dealership. The parking lot will be expanded on the west side of the existing lot, and a parking lot will be constructed on the south side of the existing building. A new wet detention basin will be added to the SW corner of the existing building. A driveway and culvert will be removed from the STH 50 right of way to eliminate access from STH 50 to the parcel the west parking lot expansion will occupy.

Detailed Description of Company:

This location is home of Lynch Dealership, which is a car dealership. The business is open 6 days a week, and offers Chevy Sales, service, parts, etc.

**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

DEV1801-004

**SITE AND BUILDING INFORMATION**

Lot Area: 412,949 sq. ft. Lot Area: 9.48 ac.  
Building Area: 31,000 sq. ft. Building Height: 19.0 - 30.5 ft.  
Tenant Area: \_\_\_\_\_ sq.ft.  
Addition Area: \_\_\_\_\_ sq. ft. Addition Height: \_\_\_\_\_ ft.  
Total Impervious Surface Area: 276,243 sq. ft.  
Total Landscape Area: 141,570 sq.ft. Site % of Open Space 34.3 %

**ON-SITE PARKING/TRAFFIC INFORMATION**

Total # of parking spaces (on-site): 100\*  
Total # of regular parking spaces (on-site): 95\*  
Total # of handicapped accessible spaces (on-site): 5\*  
Total # of truck parking spaces (on-site): \_\_\_\_\_  
Total # of dock doors: \_\_\_\_\_  
Anticipated automobile trips to and from the site (excluding trucks):  
Number of daily average trips: \_\_\_\_\_ Maximum number of daily trips: \_\_\_\_\_  
Anticipated truck trips to and from the site:  
Number of daily average trips: \_\_\_\_\_ Maximum number of daily trips: \_\_\_\_\_

**OPERATIONAL INFORMATION**

Hours (Open to the public): 7 am - 9 pm M-R, 7 am - 6 pm F, and 8 am - 5 pm Sat.  
Delivery hours: \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Proposed total number of full-time employees: 50  
Proposed total number of part-time employees: 12  
Number of shifts: 1  
Total of number of employees per shift: 1<sup>st</sup> 50, 2<sup>nd</sup> \_\_\_\_\_, 3<sup>rd</sup> \_\_\_\_\_  
Largest number of employees on site at any one time: 52

**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: \_\_\_\_\_

**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:

Automobiles and automotive parts are stored and sold on-site. There are a total of 241 inventory parking spaces added with the parking lot expansion. \* (Based on design plan drawing, 249 space added and losing 8 spaces)

Types of equipment or machinery to be used on site:

Nothing outside; standard automotive equipment inside.

Types and quantities of solid or liquid waste material which require disposal:

Automotive waste (used motor oils and antifreeze, quantities unknown)

Method of handling, storing and disposing of solid or liquid waste materials:

Methods of providing site and building security other than the Village Police Department:

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:

Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts:

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).

Comprehensive Plan Amendment, Zoning Map Amendment, Zoning Text Amendment, Lot Combination Form, Erosion Control Permit Application, Notice of Intent, Connection to STH 50 Permit (to remove access), and executed easements.

### **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:**

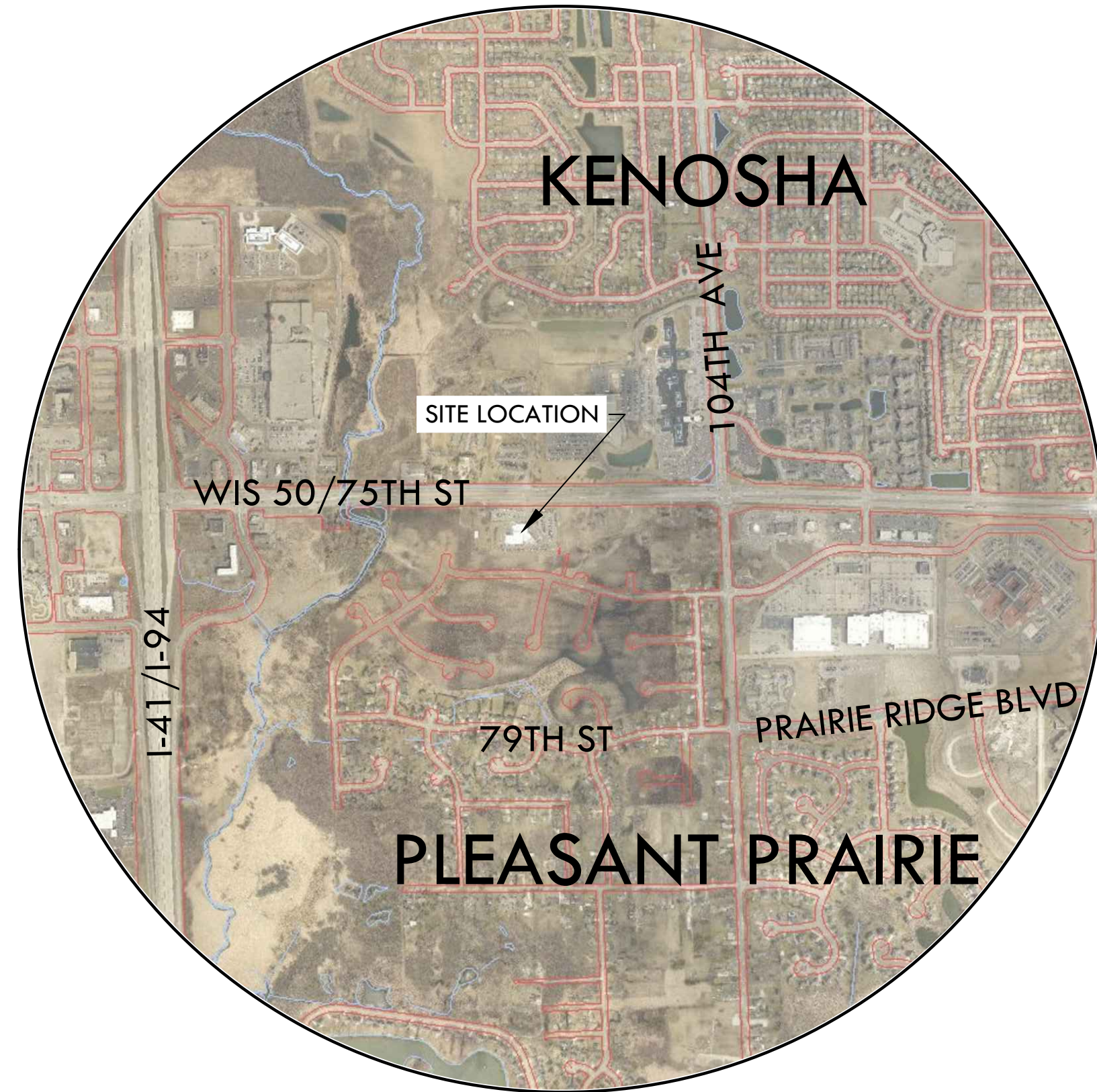
Print Name: Kurt Petrie  
Signature:   
Address: 180 Industrial Drive  
Burlington      WI      53105  
**(City)**                      **(State)**                      **(Zip)**  
Phone: 414-514-4000  
Fax: \_\_\_\_\_  
Email: kurt@lynchtruckcenter.com  
Date: ~~11/13/17~~ 1-11-18

**APPLICANT/AGENT:**

Print Name: Tim Lynch  
Signature:   
Address: 5482 S. Westridge Drive  
New Berlin      WI      53151  
**(City)**                      **(State)**                      **(Zip)**  
Phone: 262.402.5034  
Fax: \_\_\_\_\_  
Email: tlynch@lynch-engineering.com  
Date: ~~11/13/17~~ 1-11-18

**TENANT CONTACT:**

Print Name: N/A  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
**(City)**                      **(State)**                      **(Zip)**  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_



VICINITY MAP

# PARKING LOT EXPANSION FOR LYNCH DEALERSHIP PLEASANT PRAIRIE, WI

## SHEET INDEX

C000	TITLE SHEET & VICINITY MAP
C001- C002	GENERAL NOTES
C100	TYPICAL SECTIONS
C110	EXISTING CONDITIONS
C200	EROSION CONTROL PLAN
C300	GEOMETRY PLAN
C310- C313	STORM SEWER PLAN & PROFILE
C314- C315	POND DETAIL
C400	PAVING PLAN
C500- C502	CONSTRUCTION DETAILS
C600	LANDSCAPE PLAN
C700	PAVEMENT MARKING PLAN
C800	LIGHTING PLAN

PRE-CONSTRUCTION NOTE: PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD.

HORIZONTAL COORDINATE SYSTEM: KENOSHA COUNTY COORDINATE SYSTEM  
VERTICAL DATUM: NAVD88

### BENCHMARKS

SEC. MONUMENT	EL. 699.42	N: 127737.8470	E: 599392.1870
SEC. MONUMENT	EL. 686.22	N: 127784.6580	E: 596780.3290

### CONTACT INFORMATION

COMPANY NAME	ADDRESS	CONTACT	PHONE	EMAIL
LYNCH & ASSOCIATES	5482 S. WESTRIDGE DR. NEW BERLIN, WI 53151	TIM LYNCH, P.E.	262.402.5040	tlynch@lynch-engineering.com

### REVISIONS

NO.	REVISION	DATE
-	-	00.00.00

PARKING LOT EXPANSION FOR  
LYNCH DEALERSHIP  
PLEASANT PRAIRIE, WI

**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

ISSUED FOR  
REVIEW

PLAN DATE 12.15.17

PROJECT NO.  
**16.0001**

SHEET NO.

**C000**









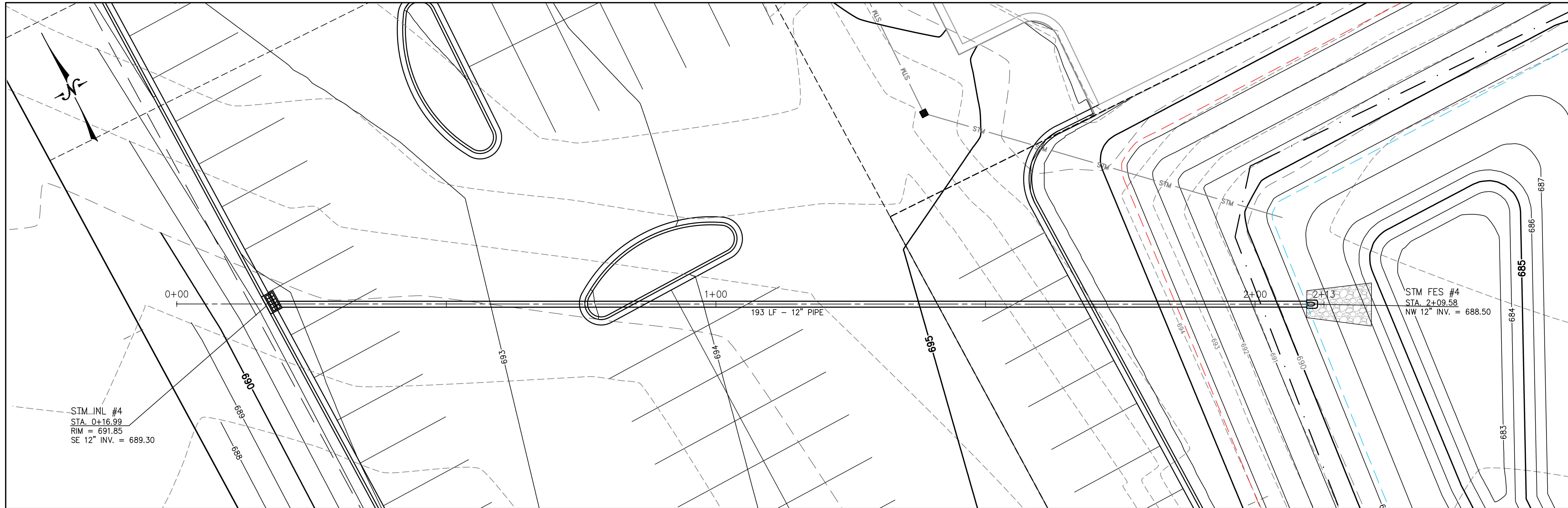










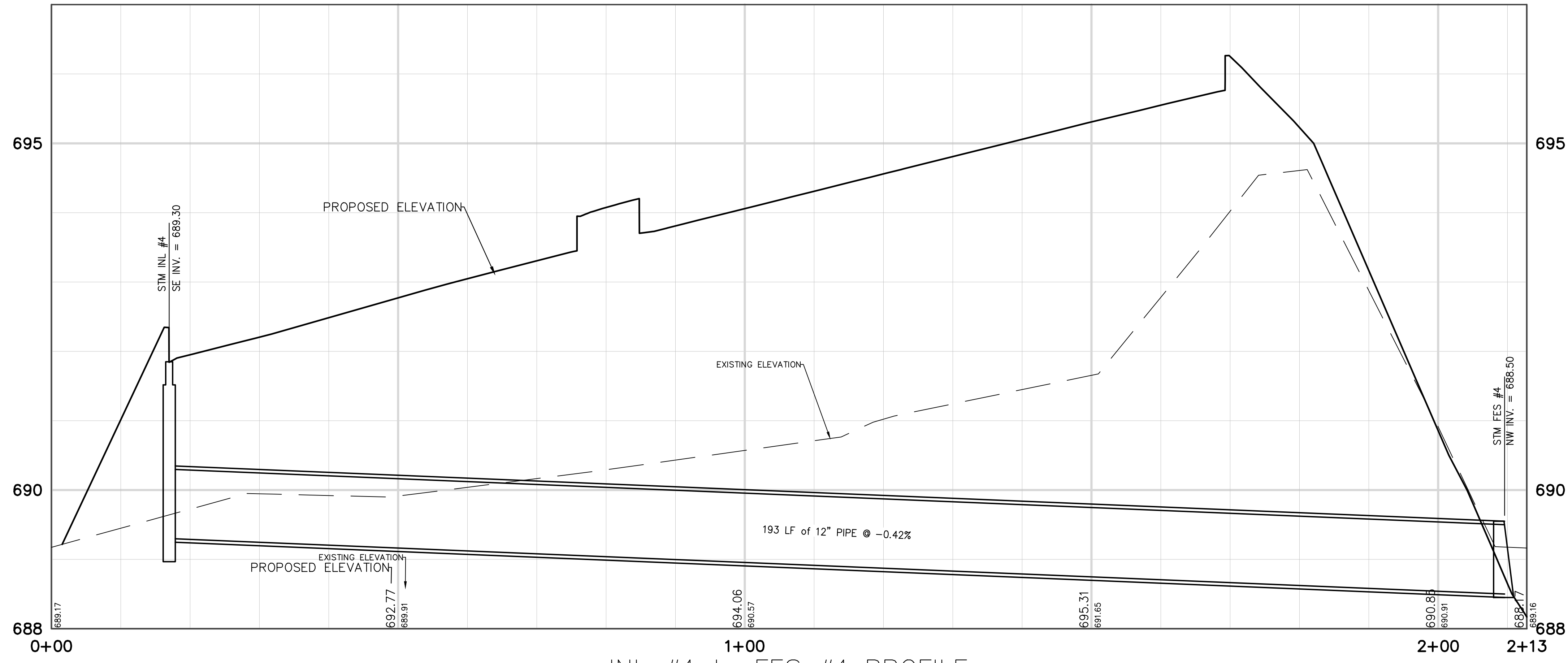


PARKING LOT EXPANSION FOR  
**LYNCH DEALERSHIP**  
 PLEASANT PRAIRIE, WI

**LYNCH & ASSOCIATES**  
 ENGINEERING CONSULTANTS, LLC

STORM SEWER PLAN & PROFILE

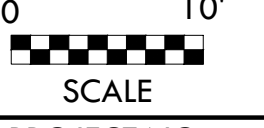
NO.	REVISIONS	BY	DATE



INL #4 to FES #4 PROFILE  
 STA. 0+00 TO STA. 2+13

ISSUED FOR REVIEW

PLAN DATE 12.15.17  
 DESIGNED BY RDE



SCALE  
 PROJECT NO.  
**16.0001**

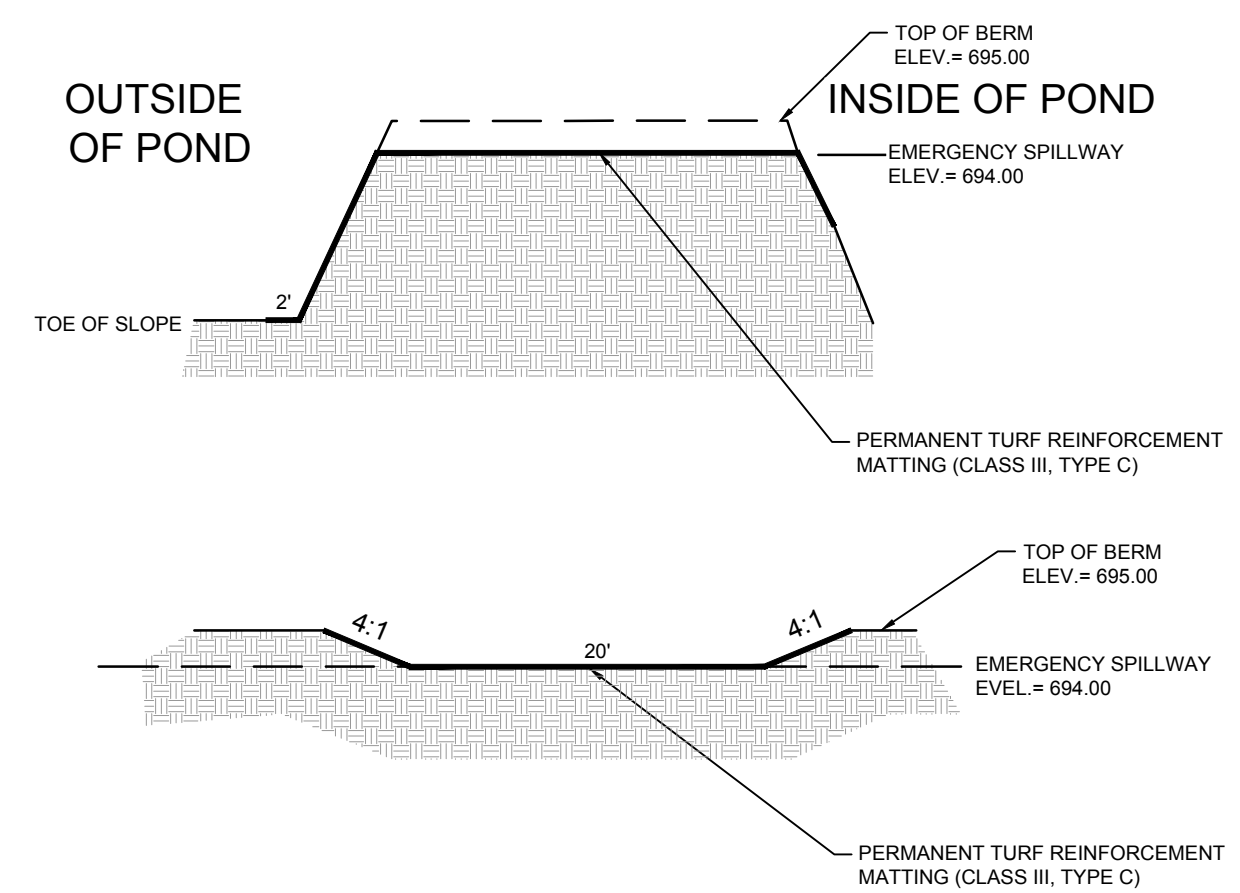
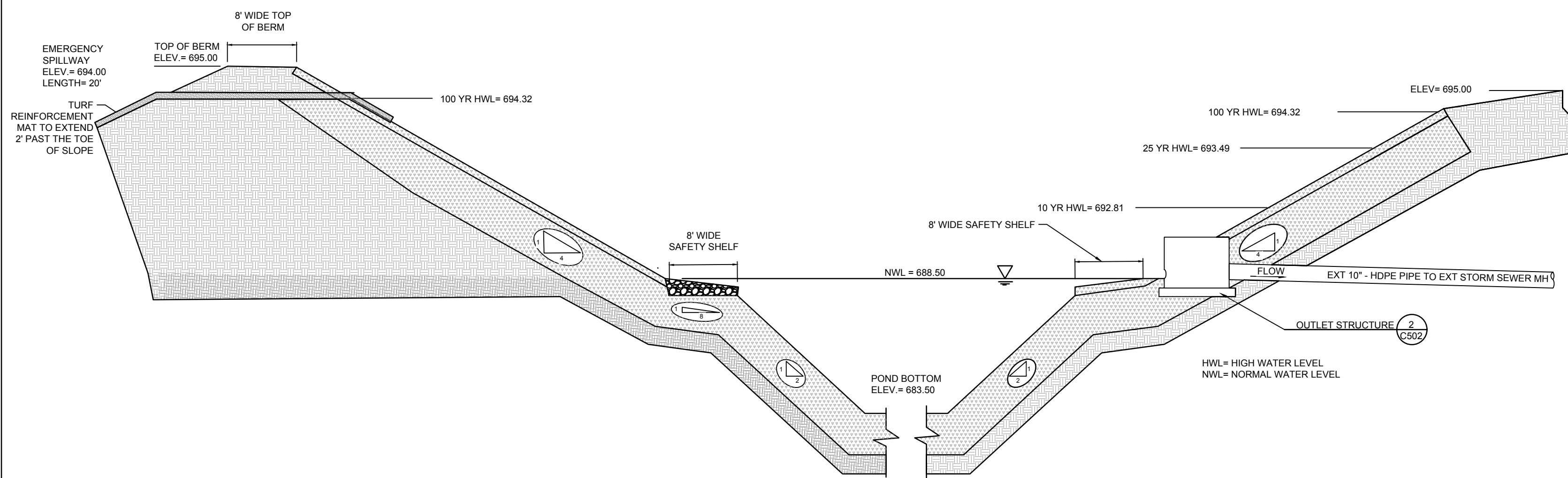
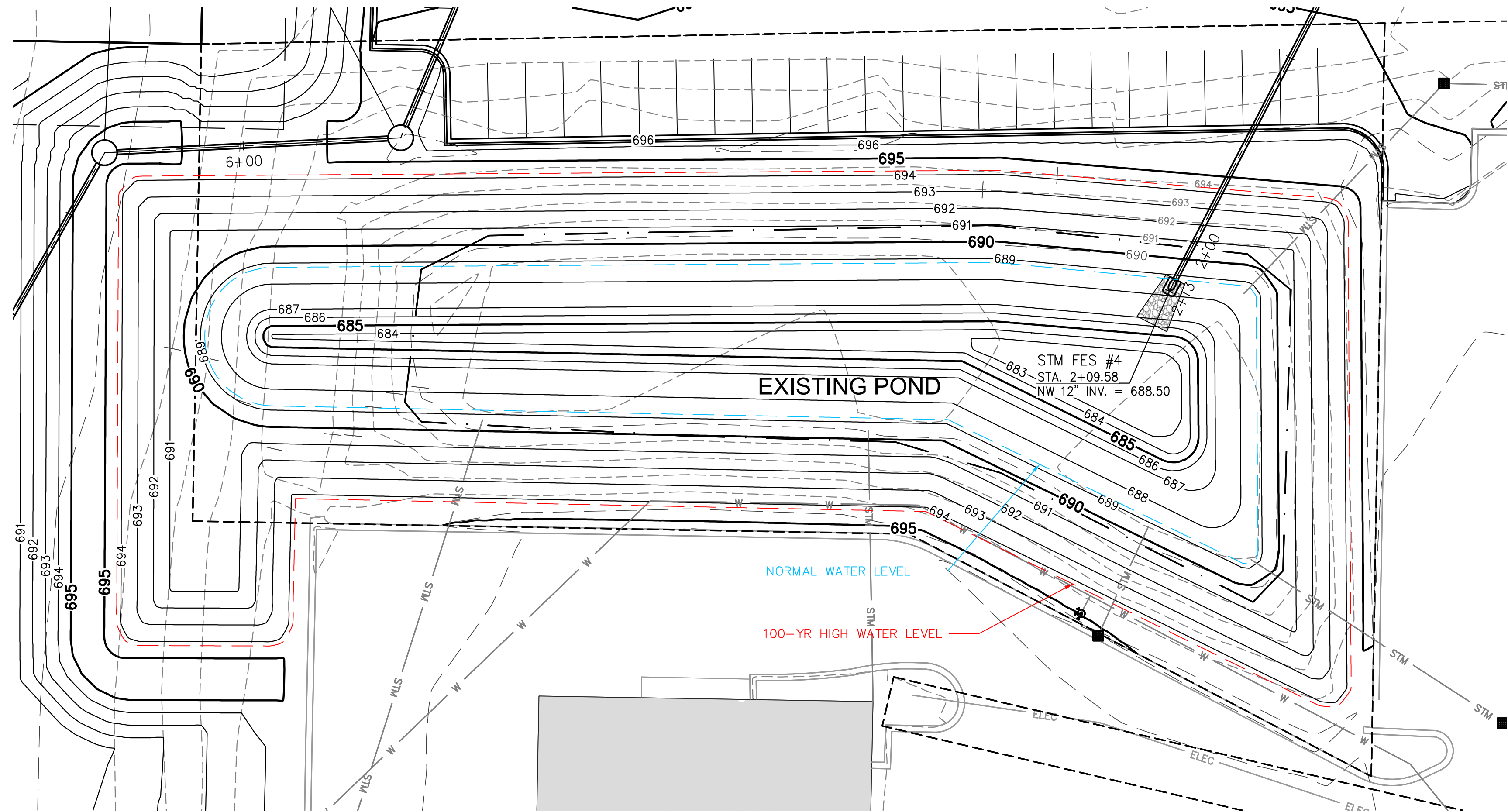
SHEET NO.

**C311**









- NOTES:
1. EXTEND MATTING 2' BELOW THE ELEVATION OF THE 100 YR HWL ON THE INSIDE OF THE POND.
  2. EXTEND MATTING TO 2' BEYOND THE TOE OF SLOPE ON THE OUTSIDE OF THE POND.
  3. MATTING SHALL BE INSTALLED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1052.
  4. SEE SHEET C300 FOR EASEMENT INFORMATION

POND EMERGENCY SPILLWAY DETAIL  
NTS

EXISTING WET BASIN CROSS SECTION

PARKING LOT EXPANSION FOR  
LYNCH DEALERSHIP  
PLEASANT PRAIRIE, WI

LYNCH & ASSOCIATES  
ENGINEERING CONSULTANTS, LLC

POND DETAIL

NO.	REVISIONS	BY	DATE

ISSUED FOR REVIEW

PLAN DATE 12.15.17  
DESIGNED BY RDE

0 20'  
SCALE

PROJECT NO.  
16.0001

SHEET NO.

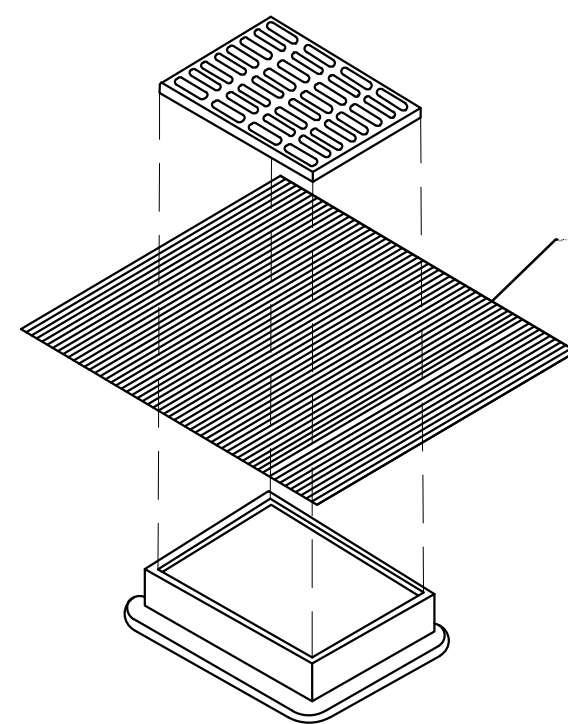
C315





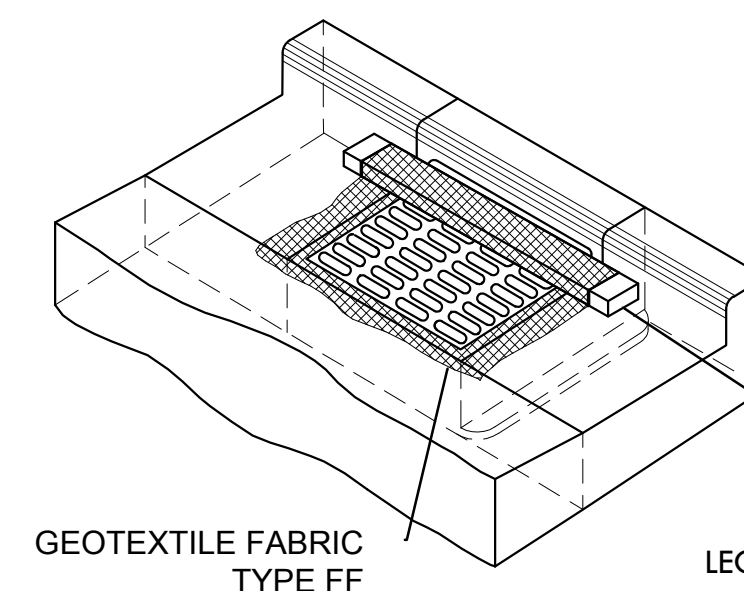
**EROSION CONTROL NOTES:**

1. DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. CONSTRUCT SILT FENCE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1056.
3. CONTRACTOR SHALL CHECK ALL EROSION CONTROL MEASURES EVERY SEVEN DAYS OR AFTER EACH 0.5 INCH RAINFALL WHICHEVER IS SOONER AND PROVIDE ANY MAINTENANCE REQUIRED FOR CONFORMANCE WITH THIS PLAN.
4. A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE PLACED ON AREAS TO BE VEGETATED.
5. SEEDING SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
6. SEEDING SHALL CONFORM TO THE REQUIREMENTS OF SECTION 630 OF THE WISDOT STANDARD SPECIFICATIONS. A NO. 40 MIXTURE SHALL BE APPLIED AT A RATE OF 2 POUNDS PER 1000 S.F.
7. PLACE MULCH ON ALL SLOPES OF 4:1 OR GREATER IN ACCORDANCE WITH SECTION 627, METHOD A, OF WISDOT STANDARD SPECIFICATIONS.
8. TOPSOIL PILES ARE TO BE SEEDED WITHIN SEVEN DAYS OF LAYUP.
9. ANY DISTURBED AREAS LEFT OPEN FOR MORE THAN 30 DAYS WILL REQUIRE TEMPORARY STABILIZATION. REFER TO WDNR STANDARD 1059, SECTION 3 "CONDITIONS WHERE PRACTICE APPLIES".
10. TEMPORARY SEEDING: ANNUAL RYEGRASS AT 25 lbs/ACRE; LATE SEASON TEMPORARY SEEDING (SEPT. 15 TO OCT. 15): WINTER WHEAT AT 2 BUSHELS/ACRE; DORMANT SEEDING (AFTER NOV. 1): NO. 10 MIXTURE AT 4 lbs/1000 S.F.



**INSTALLATION NOTES:**  
 FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.  
 THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.  
 INLET PROTECTION SHALL BE INSPECTED AT A MINIMUM WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES DURING A 24 HOUR PERIOD. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN ACCUMULATION TOTALS BETWEEN 1/5 AND 1/2 THE DESIGN DEPTH OF THE DEVICE OR WHEN THE DEVICE IS NOT FUNCTIONING AS DESIGNED.  
 DURING REMOVAL OF INLET PROTECTION ENSURE SEDIMENT DOES NOT FALL INTO THE INLET. ANY MATERIAL WHICH FALLS INTO THE INLET SHALL BE REMOVED.

**INLET PROTECTION, TYPE B** 1  
C500



**INSTALLATION NOTES:**

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

WOOD 2"x4" EXTENDS 8" BEYOND GRATE WIDTH ON BOTH SIDES, LENGTH VARIES. SECURE TO GRATE WITH WIRE OR PLASTIC TIES.

**GENERAL NOTES:**

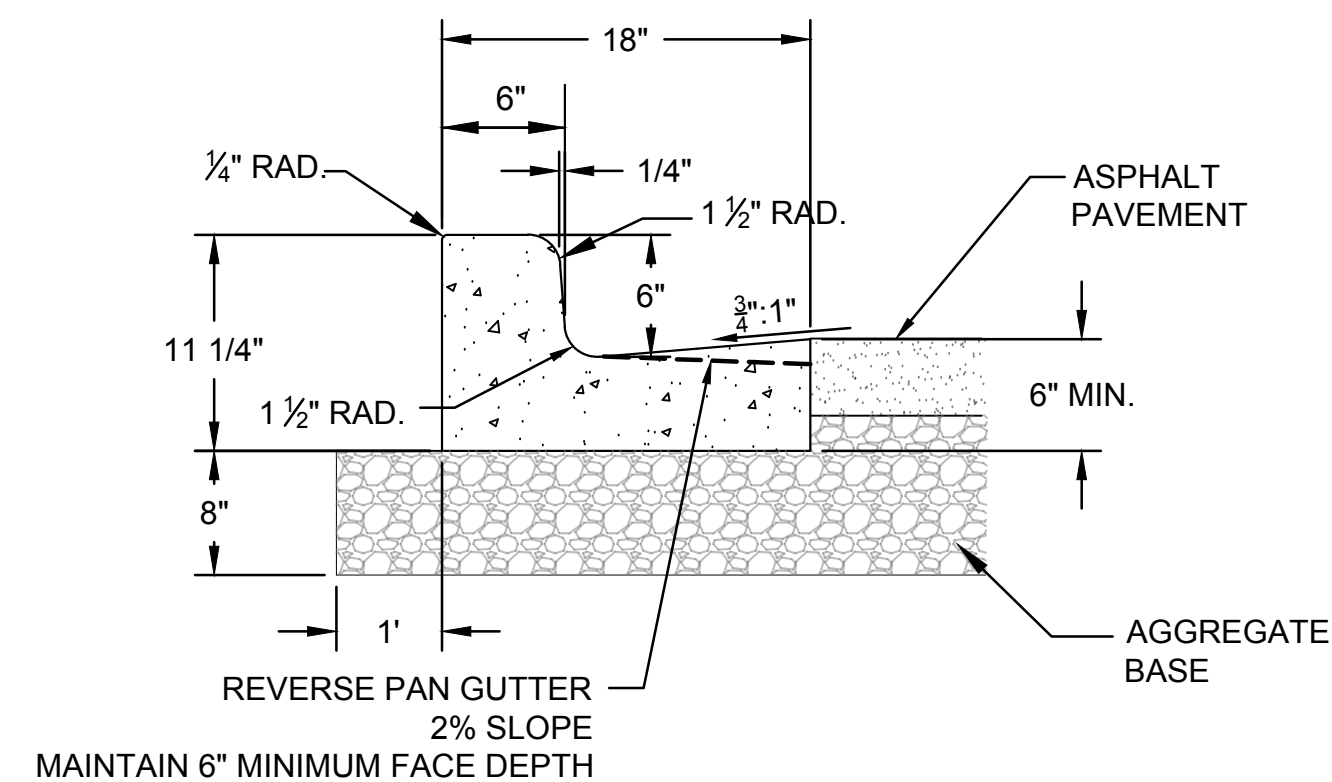
1. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
2. FOR INLET PROTECTION TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

**INSTALLATION NOTES:**

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

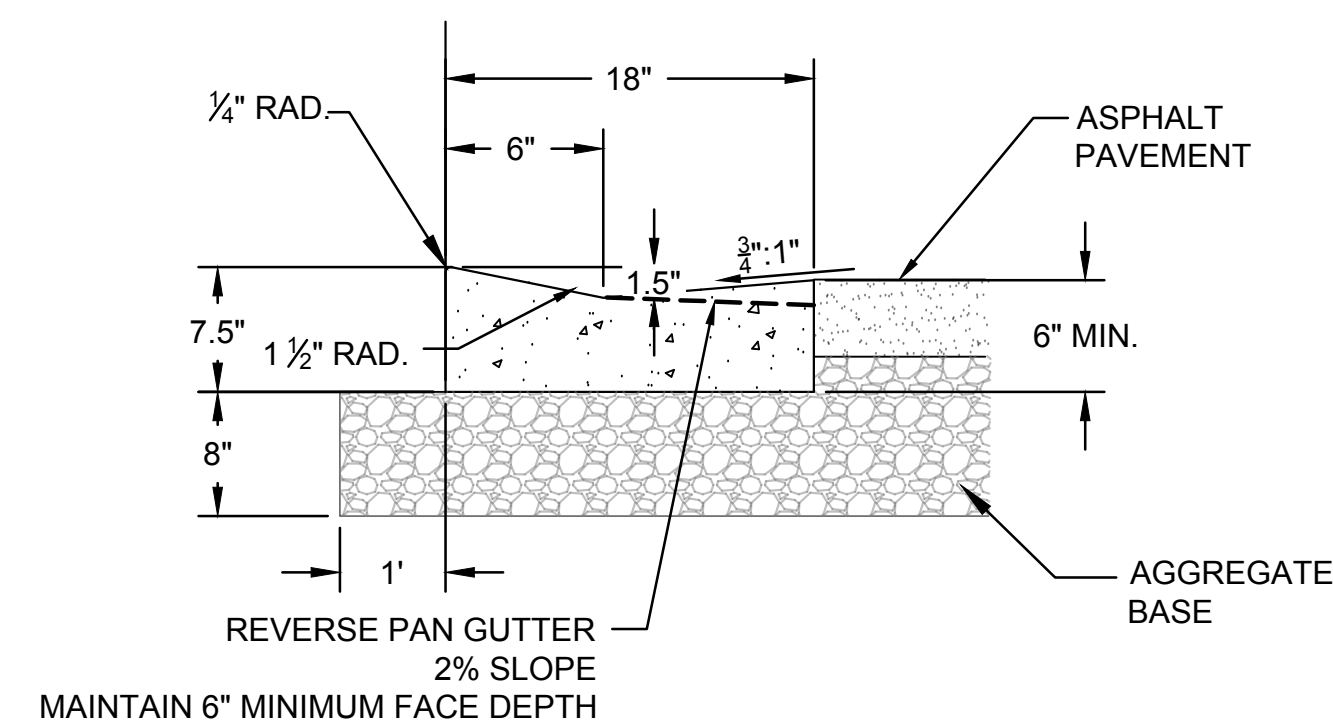
INLET PROTECTION SHALL BE INSPECTED AT A MINIMUM WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES DURING A 24 HOUR PERIOD. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN ACCUMULATION TOTALS BETWEEN 1/5 AND 1/2 THE DESIGN DEPTH OF THE DEVICE OR WHEN THE DEVICE IS NOT FUNCTIONING AS DESIGNED. DURING REMOVAL OF INLET PROTECTION ENSURE SEDIMENT DOES NOT FALL INTO THE INLET. ANY MATERIAL WHICH FALLS INTO THE INLET SHALL BE REMOVED.

**INLET PROTECTION TYPE C** 2  
C500

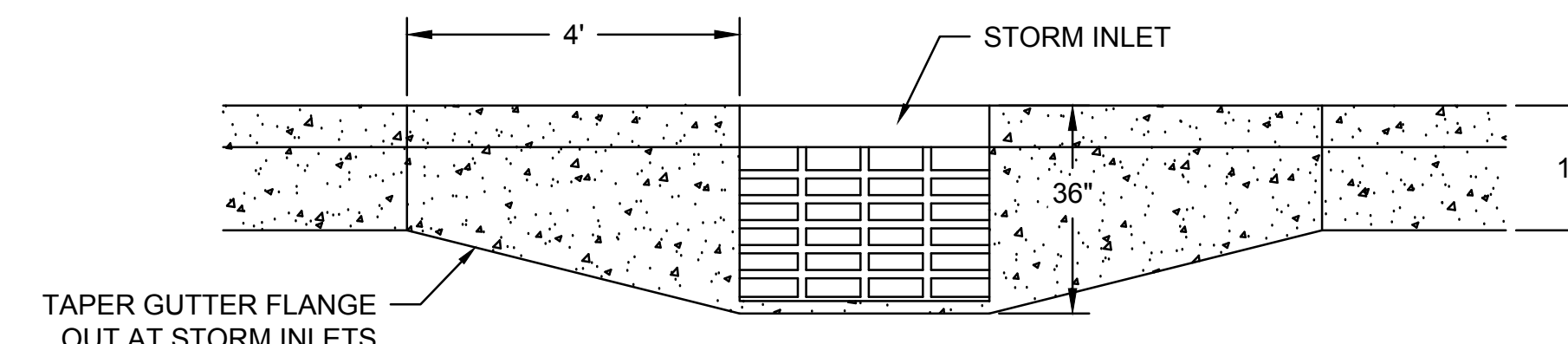


**TYPICAL 18" VERTICAL FACE CURB** 3  
C500

TRANSITION FROM 18" VERTICAL FACE CURB TO DRIVEWAY ENTRANCE/SWALE CURB IN 1.5' - 2'.



**DRIVEWAY ENTRANCE/CURB OPENING CURB** 4  
C500



**FLANGE TAPER AT INLET DETAIL** 5  
C500

PARKING LOT EXPANSION FOR  
LYNCH DEALERSHIP

PLEASANT PRAIRIE, WI

**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

CONSTRUCTION DETAILS

NO.	REVISIONS	BY	DATE

**ISSUED FOR REVIEW**

PLAN DATE 12.15.17  
DESIGNED BY RDE



SCALE  
PROJECT NO.  
**16.0001**

SHEET NO.

**C500**





**SITE DATA CHART**

LOT AREA = 9.48 ACRES  
 GREEN SPACE REQUIRED (25% OF LOT AREA) = 2.37 ACRES  
 TOTAL GREEN SPACE PROVIDED = 3.25 ACRES  
 NEW PARKING LOT AREA = 1.98 ACRES  
 TOTAL PARKING LOT AREA = 5.63 ACRES  
 TOTAL IMPERVIOUS AREA = 6.34 ACRES (66.88% OF LOT AREA)  
 PARKING LOT GREEN SPACE REQUIRED (5% OF PARKING LOT AREA) = 0.28 ACRES  
 LANDSCAPE AREA WITHIN PARKING LOT = 0.25 ACRES  
 TOTAL ADDITIONAL PARKING SPACES = 255

**STREET TREE CALCULATIONS - PER ORDINANCE**

HWY 50 ADDITIONAL FRONTAGE IS 150 FEET  
 1 TREE PER 50 FEET OF FRONTAGE  
 = 3 TREES

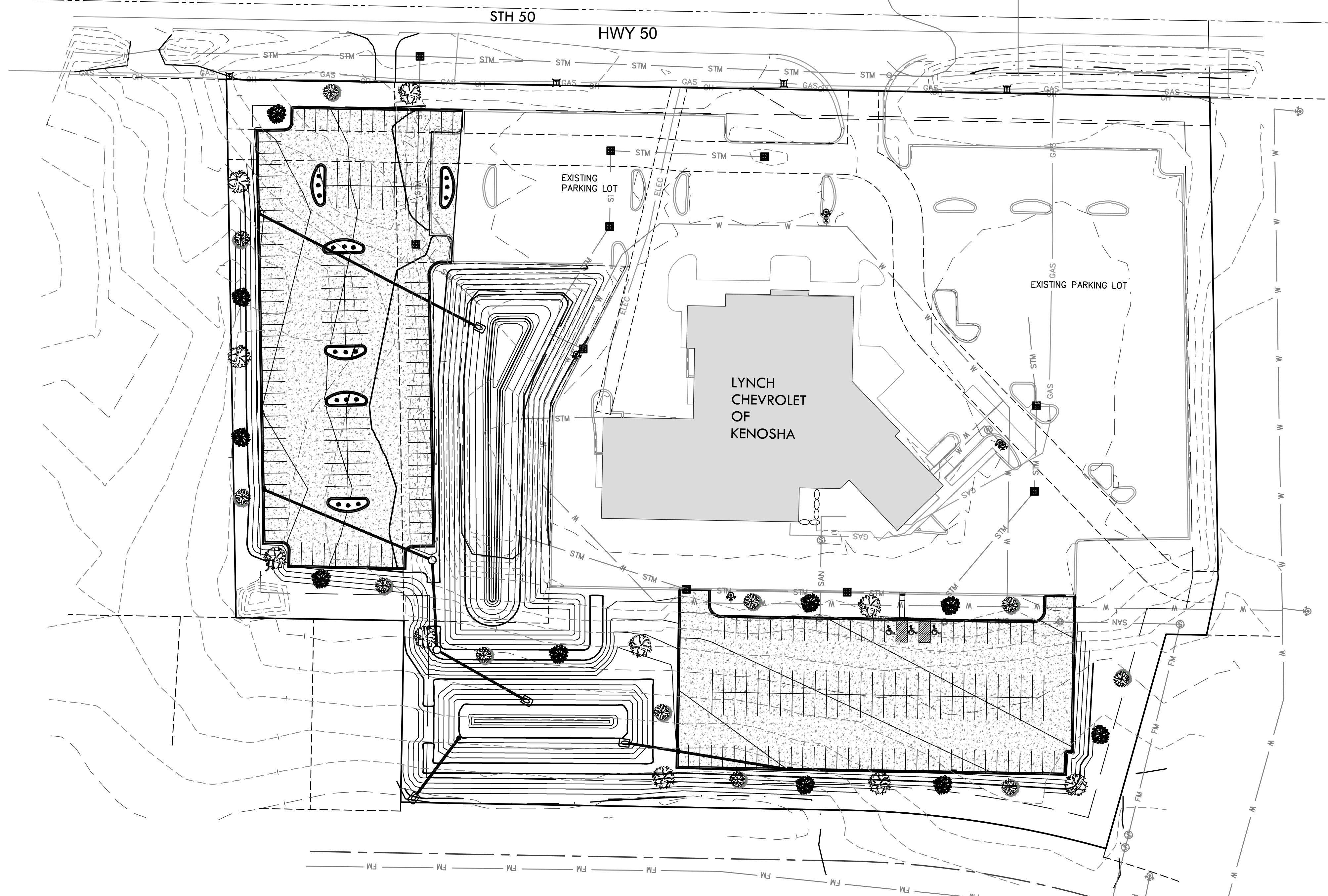
PROPOSED STREET TREES AS SHOWN  
 HONEY LOCUST = 1  
 AUTUMN BLAZE MAPLE = 1  
 SILVER MAPLE = 1  
 TOTAL TREES PROPOSED = 3

**LEGEND**

- EXISTING POWER POLE
- EXISTING BEAM GUARD
- EXISTING TREE LINE
- EXISTING WATER VALVE & HYDRANT
- EXISTING WATER MAIN
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER
- EXISTING STORM MANHOLE & INLET
- EXISTING STORM SEWER
- EXISTING TELEPHONE PEDESTAL
- EXISTING TREE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM INLET & END SECTION
- PROPOSED HYDRANT & WATER VALVE
- EXISTING RETAINING WALL

**LEGEND**

	SIZE	QTY
	2-1/2" CALIPER	12
	2-1/2" CALIPER	9
	2" CALIPER	11
	24"-30"	18



PARKING LOT EXPANSION FOR  
**LYNCH DEALERSHIP**  
PLEASANT PRAIRIE, WI

**LYNCH & ASSOCIATES**  
 ENGINEERING CONSULTANTS, LLC

LANDSCAPE PLAN

NO.	REVISIONS	BY	DATE

**ISSUED FOR REVIEW**

PLAN DATE 12.15.17  
 DESIGNED BY RDE

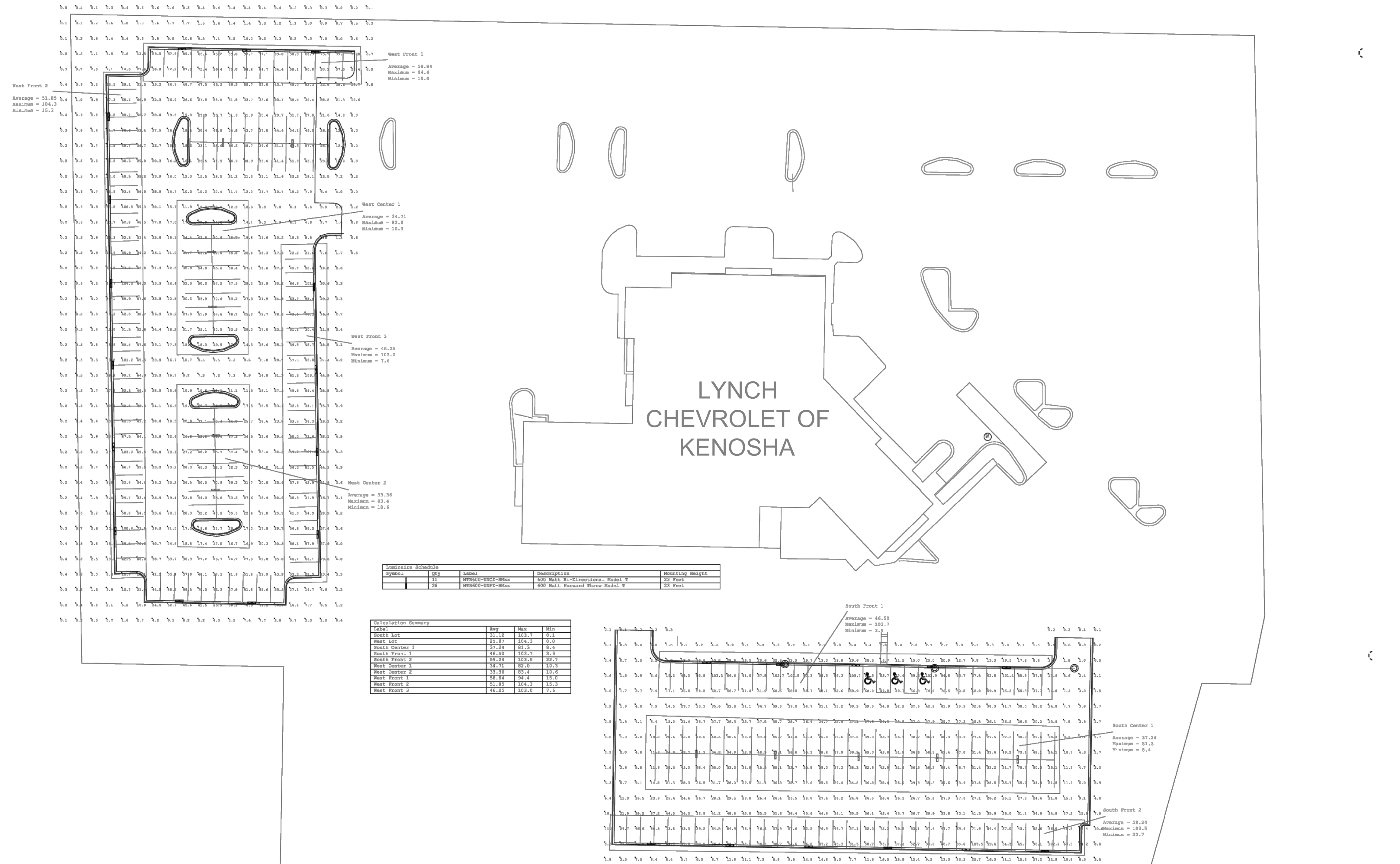


PROJECT NO.  
**16.0001**

SHEET NO.

**C600**





PARKING LOT EXPANSION FOR  
**LYNCH DEALERSHIP**  
 PLEASANT PRAIRIE, WI  
**LYNCH & ASSOCIATES**  
 ENGINEERING CONSULTANTS, LLC

LIGHTING PLAN

NO.	REVISIONS	BY	DATE

ISSUED FOR REVIEW

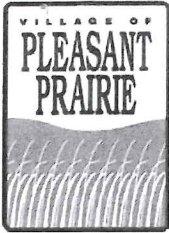
PLAN DATE 12.15.17  
 DESIGNED BY RDE



PROJECT NO.  
**16.0001**

SHEET NO.

**C800**



# 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: 10901 75th St Pleasant Prairie, WI 53138

Legal Description: See attached description

Tax Parcel Number(s): 91-4-122-071-0015 ; 91-4-122-071-0027

### Check all that apply

Land Use Plan Amendment:

To change the land use designation from urban reserve designation  
to B2 PUD

Neighborhood Plan Amendment to \_\_\_\_\_ Neighborhood

Other Amendment to the Comprehensive Plan (specify)  
wetland locations

Petitioner's interest in the requested amendment:

Parcel 91-4-122-071-0015 is being combined with 91-4-122-071-0027, which is the existing Lynch Dealership. The dealership is expanding parking lots to the west, and to the south. The plan amendment is required to show the wetlands and to remove the urban reserve designation on the land to the west (Parcel 91-4-122-071-0015).

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: Kurt Petrie

Signature: \_\_\_\_\_

Address: 180 Industrial Drive

Burlington WI 53105  
(City) (State) (Zip)

Phone: 262-514-4000

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

Email: kurt@lynchtruckcenter.com

Date: ~~11/13/17~~ 1-11-18

### APPLICANT/AGENT:

Print Name: Tim Lynch  
Ryan Erdmann

Signature: \_\_\_\_\_

Address: 1488 Mid Valley Dr

DePere WI 54115  
(City) (State) (Zip)

Phone: 920-360-5421

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

Email: ~~lynch~~ rerdmann@lynch-engineering.com

Date: ~~11/13/17~~ 1/11/18

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

Legal Description:

Parcel # 91-4-122-071-0027

LOT 1 CSM #2697 DOC #1669236 PT NE 1/4 SEC 7 T1 R22 8.19 AC (2012 COMB 91-4-122-071-0020, -0025, & -0030 INTO 91-4-122-071-0026) DOC #1661758 (2013 COMB 91-4-122-071-0026, -1511, -1515, -1520, -1525, -1530 INTO 91-4-122-071-0027) DOC #1669236 DOC #1669248

And

Parcel # 91-4-122-071-0015

561-D-2-3 PT NE1/4 SEC 7 T 1 R 22 BEG 2244 FT W OF NE COR 1/4 S 484 FT E 132 FT N 484 FT W 132 FT TO BEG EX FOR HY DOC #1452087 1.22 ACRE DOC #1760939







# 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: 10901 75th St Pleasant Prairie, WI 53138

Legal Description: See attached existing parcel descriptions, wetland descriptions, and exhibit.

Tax Parcel Number(s): 91-4-122-071-0015 ; 91-4-122-071-0027

Amend Section(s): \_\_\_\_\_ of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

The amendment is to rezone the wetlands in the C-1 district and to rezone parcel 91-4-122-071-0015 to the B-2 (PUD) as well as amend the Lynch PUD to include the 91-4-122-071-0015 in the existing PUD ordinance.

**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: Kurt Petrie

Signature: [Signature]

Address: 108 Industrial Drive

Burlington                      WI                      53105  
(City)                                      (State)                                      (Zip)

Phone: 262-514-4000

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

Email: kurt@lynchtruckcenter.com

Date 1-11-18

**APPLICANT/AGENT:**

Print Name: Tim Lynch  
Ryan Erdmann

Signature: [Signature]

Address: 1488 Mid Valley Drive

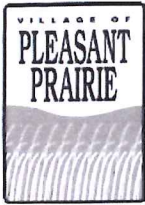
DePere                                      WI                                      54115  
(City)    (State)    (Zip)

Phone: 920-360-5421

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

Email: +lynch  
rdmann@lynch-engineering.com

Date: 1-11-18



# 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: 10901 75th St Pleasant Prairie, WI 53138

Legal Description: See attached existing parcel descriptions, wetland descriptions, and exhibit.

Tax Parcel Number(s): 91-4-122-071-0015 ; 91-4-122-071-0027

Existing Zoning District(s): B-2

Proposed Zoning District(s): B-2 (PUD), C-1

Proposed Use: Car Dealership

Compatibility with Adjacent Land Uses:

Adjacent land to the East is vacant lot that was a residence that was demolished and is currently owned by the village. Adjacent land to the west is currently owned by a credit union. There is no compatibility issues since this project is merely a parking lot expansion project for an already existing facility.

**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: Kurt Petrie

Signature: [Signature]

Address: 108 Industrial Drive

Burlington                      WI                      53105  
(City)                                      (State)                                      (Zip)

Phone: 262-514-4000

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

Email: kurt@lynchtruckcenter.com

Date: 1-11-18

**APPLICANT/AGENT:**

Print Name: Ryan Erdmann *Tim Lynch*

Signature: [Signature]

Address: 1488 Mid Valley Drive

DePere                                      WI                                      54115  
(City)                                      (State)                                      (Zip)

Phone: 920-360-5421

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

Email: rerdmann@lynch-engineering.com

Date: 1-11-18

Existing Parcel Legal Descriptions:

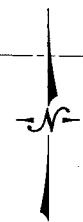
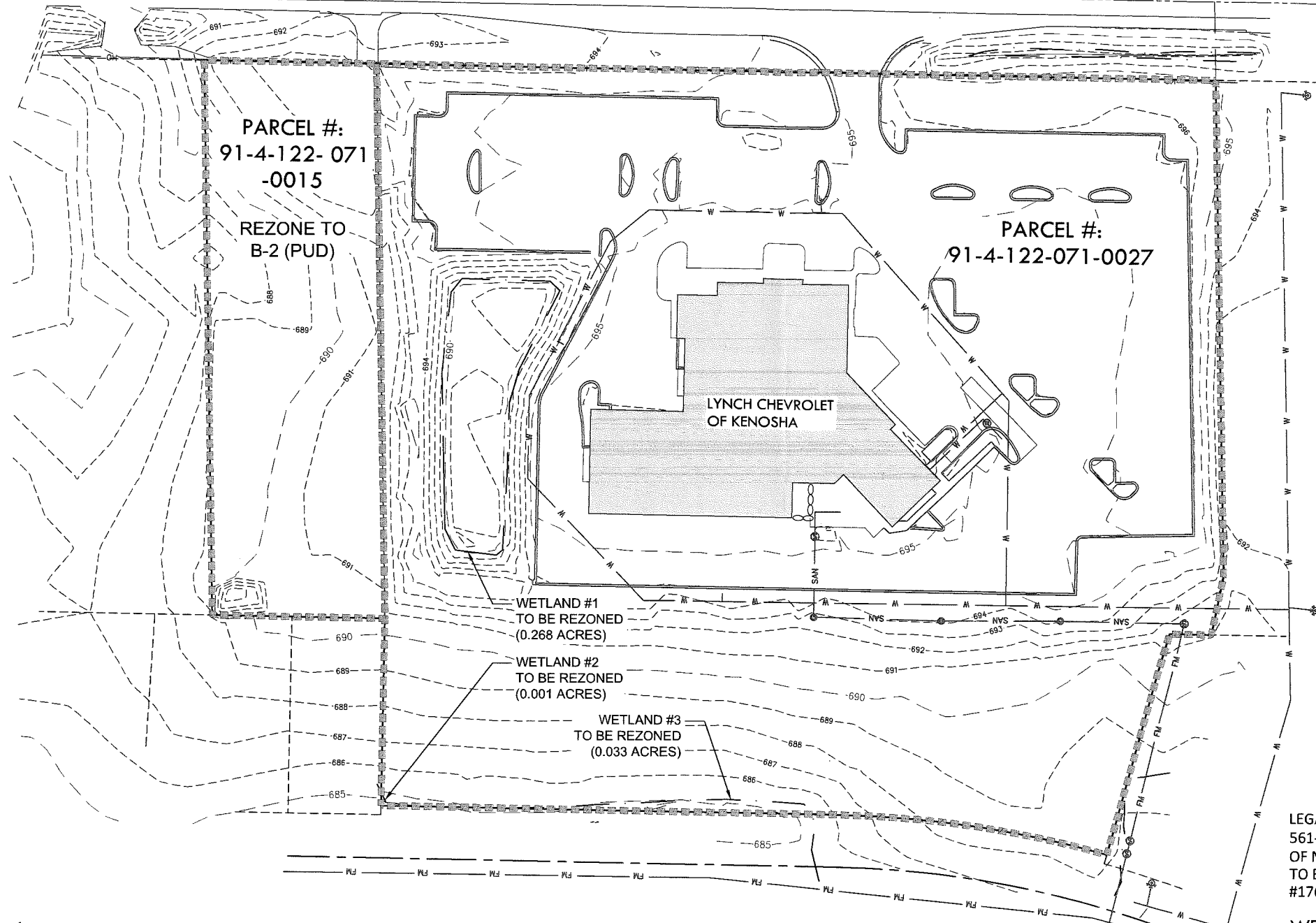
Parcel # 91-4-122-071-0027

LOT 1 CSM #2697 DOC #1669236 PT NE 1/4 SEC 7 T1 R22 8.19 AC (2012 COMB 91-4-122-071-0020, -0025, & -0030 INTO 91-4-122-071-0026) DOC #1661758 (2013 COMB 91-4-122-071-0026, -1511, -1515, -1520, -1525, -1530 INTO 91-4-122-071-0027) DOC #1669236 DOC #1669248

And

Parcel # 91-4-122-071-0015

561-D-2-3 PT NE1/4 SEC 7 T 1 R 22 BEG 2244 FT W OF NE COR 1/4 S 484 FT E 132 FT N 484 FT W 132 FT TO BEG EX FOR HY DOC #1452087 1.22 ACRE DOC #1760939



PARCEL #:  
91-4-122- 071  
-0015

REZONE TO  
B-2 (PUD)

PARCEL #:  
91-4-122-071-0027

LYNCH CHEVROLET  
OF KENOSHA

WETLAND #1  
TO BE REZONED  
(0.268 ACRES)

WETLAND #2  
TO BE REZONED  
(0.001 ACRES)

WETLAND #3  
TO BE REZONED  
(0.033 ACRES)

LEGAL DESCRIPTION PARCEL # 91-4-122-071-0015:  
561-D-2-3 PT NE1/4 SEC 7 T 1 R 22 BEG 2244 FT W  
OF NE COR 1/4 S 484 FT E 132 FT N 484 FT W 132 FT  
TO BEG EX FOR HY DOC #1452087 1.22 ACRE DOC  
#1760939

WETLAND DELINEATION DATE: 5/17/17  
ASSURED BIOLOGIST: RON. A. LONDRE, PWS

**Wetland #1 - West Wetland**

Commencing at the Northwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence South 18° 16' 51" East, 183.59 feet to the **Point of Beginning**.

Thence, continuing North 39° 30' 46" East, 13.45 feet; thence South 88° 24' 19" East, 67.02 feet; thence South 46° 12' 25" East, 10.34 feet; thence South 27° 06' 09" West, 67.60 feet; thence, South 16° 18' 26" West, 26.29 feet; thence South 1° 42' 22" West, 51.32 feet; thence South 3° 02' 38" West, 61.77 feet; thence South 49° 35' 02" West, 6.08 feet; thence North 82° 59' 39" West, 31.93 feet; thence North 26° 41' 13" West, 18.08 feet; thence North 1° 06' 22" West, 46.41 feet; thence North 1° 13' 22" West, 73.43 feet; thence North 6° 24' 58" East, 61.49 feet to the **Point of Beginning**.

Said area contains 11,685 SF, or 0.268 acres, more or less.

**Wetland #2 - Southwest Wetland**

Commencing at the Southwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence North 1° 01' 36" East, 9.89 feet to the **Point of Beginning**.

Thence, continuing South 26° 06' 46" East, 8.14 feet; thence, continuing South 82° 12' 17" East, 22.42 feet; thence, continuing North 88° 58' 24" West, 25.98 feet; thence, continuing North 1° 01' 36" East, 9.89 feet to the **Point of Beginning**.

Said area contains 53 SF, or 0.001 acres, more or less.

**Wetland #3 - Southeast Wetland**

Commencing at the Southwest corner of Lot 1 of CSM 2697, Doc 1669236 NE ¼ Sec 7 T1 R22; thence South 88° 58' 24" East, 76.14' to the **Point of Beginning**.

Thence, continuing North 88° 53' 04" East, 31.64 feet; Thence, continuing North 87° 24' 16" East, 30.54 feet; Thence, continuing North 86° 38' 59" East, 35.42 feet; Thence, continuing North 88° 53' 32" East, 34.04 feet; Thence, continuing South 87° 15' 53" East, 33.51 feet; Thence, continuing South 86° 07' 05" East, 25.35 feet; thence, continuing South 31° 21' 15" East, 9.28 feet; thence, continuing North 88° 58' 24" West, 251.91' to the **Point of Beginning**.

Said area contains 1,423 SF, or 0.033 acres, more or less.

PARKING LOT EXPANSION FOR  
**LYNCH DEALERSHIP**  
PLEASANT PRAIRIE, WI

**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

ZONING MAP CHANGES EXHIBIT

NO.	REVISIONS	BY	DATE

ISSUED FOR REVIEW

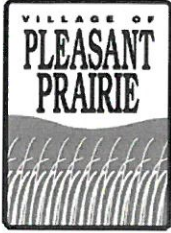
PLAN DATE 7.14.17  
DESIGNED BY RDE



PROJECT NO.  
**16.0001**

SHEET NO.

**X002**



# 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: 10901 75th St., Pleasant Prairie, WI 53138

Legal Description: See Attached

Tax Parcel Number(s): 91-4-122-071-0015; 91-4-122-071-0027

Existing Zoning District(s): B2 PUD and Urban Reserve

**Select all that apply:**

- The property abuts or adjoins State Trunk Highway STH 50
- 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: Kurt Petrie

Signature: [Signature]

Address: 180 Industrial Drive

Burlington                      WI                      53105

(City)                                      (State)                                      (Zip)

Phone: 262-763-0147

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

Email: Kurt@lynchtruckcenter.com

Date: 1-15-18

**APPLICANT/AGENT:**

Print Name: Tim Lynch

Signature: [Signature]

Address: 4582 W. Westridge Drive

New Berlin                      WI                      53151

(City)                                      (State)                                      (Zip)

Phone: 262-402-5040

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

Email: tlynch@lynch-engineering.com

Date: 1/15/2018

Existing Parcel Legal Descriptions:

Parcel # 91-4-122-071-0027

LOT 1 CSM #2697 DOC #1669236 PT NE 1/4 SEC 7 T1 R22 8.19 AC (2012 COMB 91-4-122-071-0020, -0025, & -0030 INTO 91-4-122-071-0026) DOC #1661758 (2013 COMB 91-4-122-071-0026, -1511, -1515, -1520, -1525, -1530 INTO 91-4-122-071-0027) DOC #1669236 DOC #1669248

And

Parcel # 91-4-122-071-0015

561-D-2-3 PT NE1/4 SEC 7 T 1 R 22 BEG 2244 FT W OF NE COR 1/4 S 484 FT E 132 FT N 484 FT W 132 FT TO BEG EX FOR HY DOC #1452087 1.22 ACRE DOC #1760939

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

LOT 1 OF CERTIFIED SURVEY MAP NO. 2697, AS DULY RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1669236 AND THE LANDS DESCRIBED IN TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939, SAID LANDS ARE LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**OWNER / DEVELOPER:**  
LYNCH VENTURES, LLC.  
2300 S BROWNS LAKE DR  
BURLINGTON, WI 53105

**SURVEYOR'S CERTIFICATE:**

I, JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:


LOT 1 OF CERTIFIED SURVEY MAP NO. 2697, AS DULY RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1669236 AND THE LANDS DESCRIBED IN TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939, SAID LANDS ARE LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

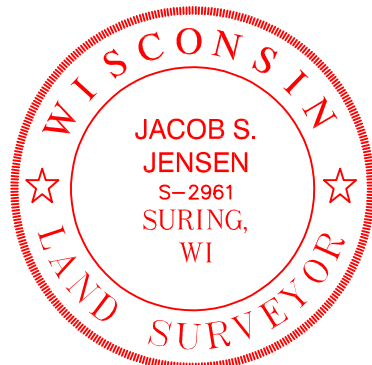
BEGINNING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 SECTION; THENCE N88°58'24"W, ALONG THE NORTH LINE OF SAID 1/4 SECTION, 1,470.00'; THENCE S1°00'49"E, 60.04', TO AN IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING S1°00'49"E, ALONG THE EAST LINE OF SAID LOT 1, 379.17' TO AN IRON PIPE FOUND; THENCE S11°39'46"W, CONTINUING ALONG SAID EAST LINE, 45.54', TO AN IRON PIPE FOUND; THENCE N88°58'24"W, CONTINUING ALONG SAID EAST LINE, 31.89', TO AN IRON BAR SET; THENCE S15°40'16"W, CONTINUING ALONG SAID EAST LINE, 175.27', TO AN IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 AND A CURVE TO THE LEFT 209.13', SAID CURVE HAVING A RADIUS OF 818.23' AND A CHORD BEARING N81°39'05"W, 208.56', TO AN IRON PIPE FOUND; THENCE N88°58'24"W, CONTINUING ALONG SAID SOUTH LINE, 348.94', TO AN IRON PIPE FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N1°01'36"E, ALONG THE WEST LINE OF SAID LOT 1, 143.00', TO AN IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE AFOREMENTIONED TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939; THENCE N88°58'24"W, ALONG THE SOUTH LINE OF SAID LANDS, 132.19' TO AN IRON PIPE FOUND MARKING THE SOUTHWEST CORNER THEREOF; THENCE N1°00'49"W, ALONG THE WEST LINE OF SAID LANDS, 423.95', TO AN IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF S.T.H. "50"; THENCE S88°58'24"E, ALONG SAID RIGHT OF WAY LINE, 774.19' TO THE PLACE OF BEGINNING; SAID PARCEL CONTAINS 9.48 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF LYNCH VENTURES, LLC., OWNER(S) OF SAID LAND. THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

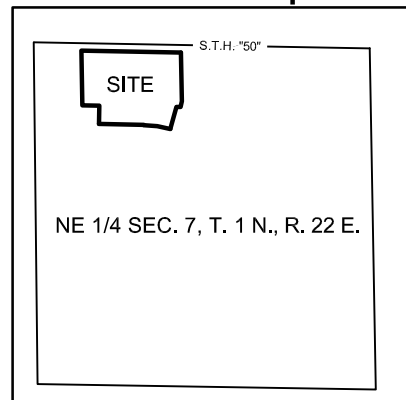
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCES OF THE VILLAGE OF WATERFORD IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 12TH DAY OF DECEMBER, 2017.

  
\_\_\_\_\_  
JACOB S. JENSEN  
PROFESSIONAL LAND SURVEYOR



**Location Map**



**SURVEYOR:**



LYNCH & ASSOCIATES  
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE  
NEW BERLIN, WI 53151

440 MILWAUKEE AVENUE,  
BURLINGTON, WI 53105  
(262) 402-5040

**NOTES:**

- 1. SEE SHEET 2 AND 3 FOR MAPPING.
- 2. SEE SHEETS 4-5 FOR ADDITIONAL CERTIFICATES.

INSTRUMENT DRAFTED BY JACOB S. JENSEN, P.L.S. #2961

DATE 12/12/2017

SHEET 1 OF 5

JOB#16-0001

Z:\Shared\1 - Projects\2016\16-0001 Lynch Dealership - V of Pleasant Prairie\Desktop\_CSM\_DWG\16-0001\_CSM.dwg



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

LOT 1 OF CERTIFIED SURVEY MAP NO. 2697, AS DULY RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1669236 AND THE LANDS DESCRIBED IN TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939, SAID LANDS ARE LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

- NOTES:**  
 1. SEE SHEET 3 FOR MAPPING OF EXISTING SITE FEATURES.  
 2. SEE SHEETS 4-5 FOR ADDITIONAL CERTIFICATES.

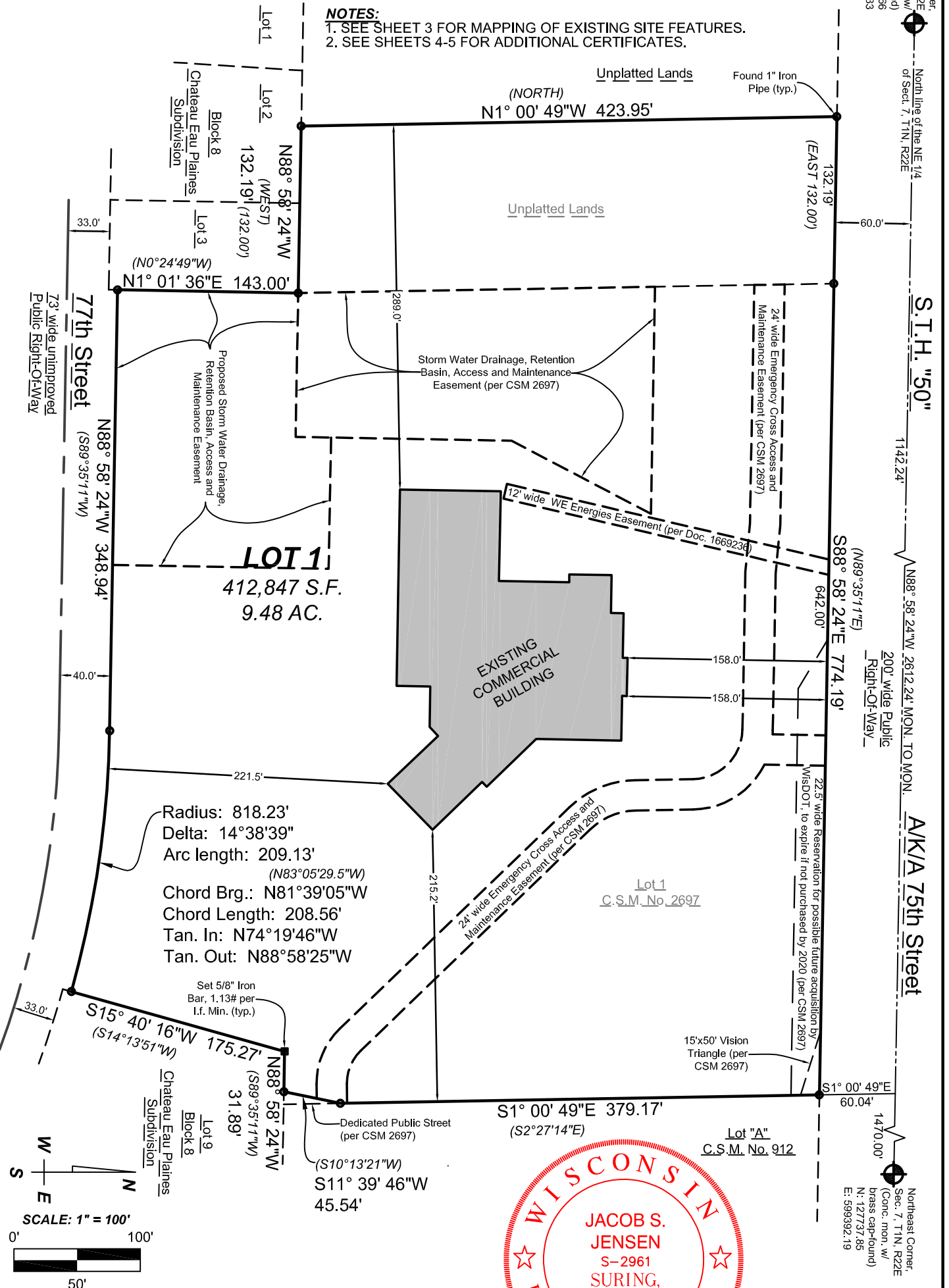
North 1/4 Corner,  
 Sec. 7, T.1N, R.22E  
 (Conc. mon. w/  
 brass cap-found)  
 N: 127784.66  
 E: 596780.33

North line of the NE 1/4  
 of Sect. 7, T.1N, R.22E

S.T.H. "50"

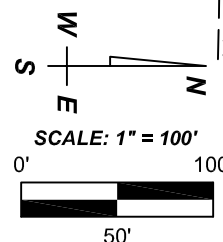
AKIA 75th Street

Northwest Corner,  
 Sec. 7, T.1N, R.22E  
 (Conc. mon. w/  
 brass cap-found)  
 N: 127737.85  
 E: 599392.19



**LOT 1**  
 412,847 S.F.  
 9.48 AC.

Radius: 818.23'  
 Delta: 14°38'39"  
 Arc length: 209.13'  
 Chord Brg.: N81°39'05"W  
 Chord Length: 208.56'  
 Tan. In: N74°19'46"W  
 Tan. Out: N88°58'25"W



BEARINGS HEREON RELATE TO THE WISCONSIN COUNTY COORDINATE SYSTEM, KENOSHA COUNTY ZONE. THE NORTH LINE OF THE NE 1/4 OF SEC. 7, T. 1 N., R. 22 E. WAS TAKEN TO BEAR N88°58'24\"/>

DATE 12/12/2017  
 SHEET 2 OF 5  
 JOB#16-0001

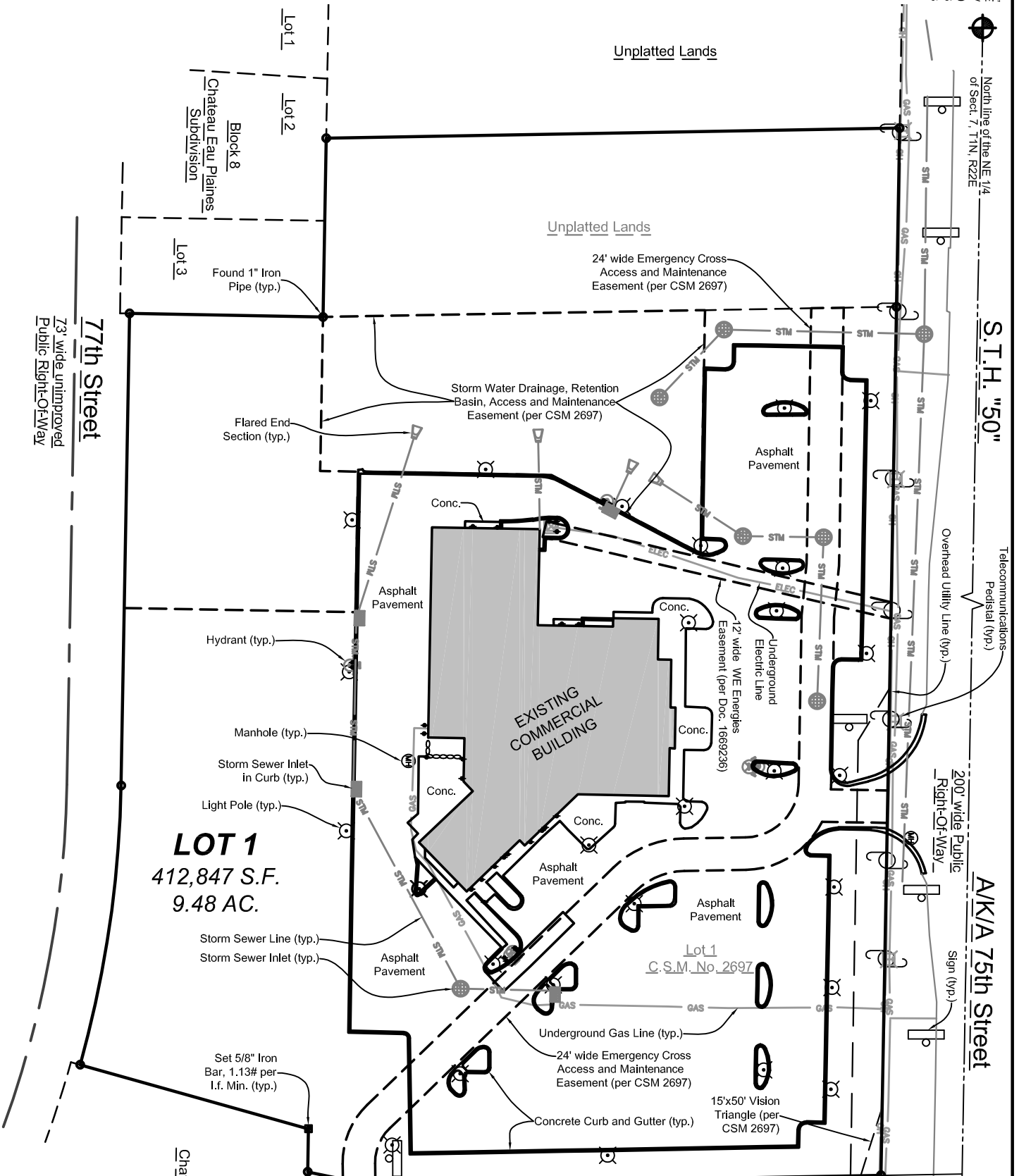
Shared:\Projects\16-0001 Lynch Dealership - V of Pleasant Prairie\Desktop\_CSM\_DWG\16-0001\_CSM.dwg

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

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North 1/4 Corner  
Sec. 7, T.1N, R.22E  
(Conc. mon. w/  
brass cap-found)  
N: 127784.66  
E: 596780.33

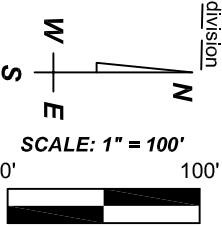
Northeast Corner  
Sec. 7, T.1N, R.22E  
(Conc. mon. w/  
brass cap-found)  
N: 127737.85  
E: 593922.19



**LOT 1**  
412,847 S.F.  
9.48 AC.

Lot 1  
C.S.M. No. 2697

Lot "A"  
C.S.M. No. 912



BEARINGS HEREON RELATE TO THE WISCONSIN COUNTY COORDINATE SYSTEM, KENOSHA COUNTY ZONE. THE NORTH LINE OF THE NE 1/4 OF SEC. 7, T. 1 N., R. 22 E. WAS TAKEN TO BEAR N88°58'24"W.



DATE 12/12/2017  
SHEET 3 OF 5  
JOB#16-0001

INSTRUMENT DRAFTED BY JACOB S. JENSEN, P.L.S. #2961

Z:\Shared\16-0001\Projects\16-0001\16-0001 Lynch Dealership - V of Pleasant Prairie\Desktop\_CSM\_DWG\16-0001\_CSM.dwg

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

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**OWNER'S CERTIFICATE**

LYNCH VENTURES, LLC, a Limited Liability Company duly organized and existing under the virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of John P. Konopacki, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

LYNCH VENTURES, LLC

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
KURT PETRIE  
President

**STATE OF WISCONSIN) ss**  
**COUNTY OF \_\_\_\_\_)**

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

THE ABOVE NAMED \_\_\_\_\_, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC

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

**CONSENT OF CORPORATE MORTGAGEE**

\_\_\_\_\_, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF \_\_\_\_\_, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, AND MAPPING OF THE LAND DESCRIBED ON THIS MAP, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF WATERFORD LAND INVESTORS, LLC., OWNERS.

IN WITNESS WHEREOF, THE SAID \_\_\_\_\_ HAS CAUSED THESE PRESENTS TO BE SIGNED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

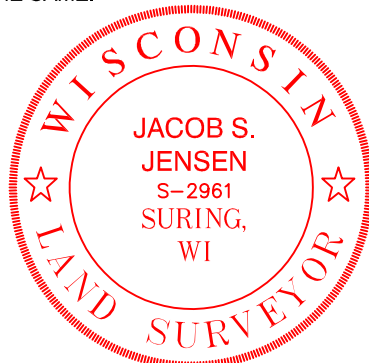
**STATE OF \_\_\_\_\_) ss**  
**COUNTY OF \_\_\_\_\_)**

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

THE ABOVE NAMED \_\_\_\_\_, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC

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



DATE 12/12/2017  
SHEET 4 OF 5  
JOB#16-0001

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

LOT 1 OF CERTIFIED SURVEY MAP NO. 2697, AS DULY RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1669236 AND THE LANDS DESCRIBED IN TRUSTEE'S DEED, RECORDED IN KENOSHA COUNTY RECORDS AS DOCUMENT NO. 1760939, SAID LANDS ARE LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**CERTIFICATE OF VILLAGE BOARD APPROVAL:**

I CERTIFY THAT THIS CERTIFIED SURVEY MAP HAS BEEN FILED FOR APPROVAL AND IS HEREBY APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES, AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES.

I HEREBY CERTIFY THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
JOHN P. STEINBRINK  
Village President

\_\_\_\_\_  
JANE M. ROMANOWSKI  
Village Clerk

**CERTIFICATE OF PLAN COMMISSION APPROVAL:**

I CERTIFY THAT THIS CERTIFIED SURVEY MAP HAS BEEN FILED FOR APPROVAL AND IS HEREBY APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION, AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES.

I HEREBY CERTIFY THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
THOMAS W. TERWALL  
Chairman of Village Plan Commission



DATE 12/12/2017  
SHEET 5 OF 5  
JOB#16-0001

Consider the request of David and Elizabeth Janz, owners of the property located at 3840 107<sup>th</sup> Street for approval of a **Certified Survey Map** to subdivide the property into three (3) parcels.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** subject to the comments and conditions presented in the Village Staff Report of March 5, 2018.

## VILLAGE STAFF REPORT OF MARCH 5, 2018

Consider the request of David and Elizabeth Janz, owners of the property located at 3840 107<sup>th</sup> Street for approval of a **Certified Survey Map** to subdivide the property into three (3) parcels.

*The petitioners are requesting to subdivide the property located at 3840 107<sup>th</sup> Street (Tax Parcel Number 92-4-122-252-0495) into three (3) parcels. The property is currently zoned R-4, Urban Single Family Residential which requires lots to have a minimum frontage of 90 feet on a public road and a minimum lot area of 15,000 square feet per Lot.*

Lot 1 is proposed to be 72,450 square feet with 229 feet of frontage on 107<sup>th</sup> Street and 316 feet of frontage on 39<sup>th</sup> Avenue. Lot 1 has an existing home on the property with direct driveway access from 107<sup>th</sup> Street. There is no direct driveway access allowed to Lot 1 from 39<sup>th</sup> Avenue. Lots 2 and 3 are proposed to be both 30,086 square feet each, with 95.11 feet of frontage on 107<sup>th</sup> Street. Municipal sanitary sewer and water mains and laterals are available to service the new lots on 107<sup>th</sup> Street.

A storm water grading and drainage plan was reviewed and approved by the Village Engineering Department, to handle the storm water for the three lots. Dedicated Public Storm Water Drainage, Access and Maintenance Easements are being provided over these drainage areas as shown on the CSM. The Lot 1 Owner (petitioner) will be responsible for installing the drainage swales along the north property lines with the easement areas. This grading work shall be completed and inspected by the Village pursuant to the existing erosion control permit issued with the construction of the new home on Lot 1 prior to the issuance of any building permits on Lots 2 and 3. The owners of Lots, respectively, will be responsible for maintaining the rear drainage swales and the owners of Lots 2 and 3 will be responsible for completing the specific grading on each of their Lots 2 and 3 at the time that lots are developed.

The proposed land division conforms with the minimum regulations of the R-4 Zoning District requirements related to lot area and lot frontage (15,000 square feet in area with 90 feet of frontage on a public street) and the requirements of the Land Division and Development Control Ordinance.

### **The Village staff recommends approval of the CSM subject the above comments and the following conditions:**

1. See **attached** changes on the CSM. In addition, the following Dedication and Easement Provisions and Restrictive Covenant language shall be added to the CSM:

#### Dedication and Easement Provisions and Restrictive Covenants

Perpetual easements coextensive with such areas as shown on Lots 1, 2 and 3 of this Certified Survey Map as a Dedicated Public Storm Water Drainage, Access, and Maintenance Easement are hereby dedicated, given, granted and conveyed by the Lot Owner to the Village for public storm water drainage system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated on this Certified Survey Map with respect to the same area or any portion thereof and (2) such use, planting, care and maintenance of the easement areas by the underlying Lot Owner(s) of the

Lot on which such easement is located as will not interfere with the improvements, uses and purposes of the Village. In the event of any conflicts between the rights of the Village pursuant to these easements and the rights of other persons or entities with respect to the easement areas, the Village's rights under these easements shall be deemed to be superior.

The Lot 1 Owner hereby covenants that the Lot 1, 2 and 3 Lot Owners, its successors, assigns and successors-in-title in their capacity as Lot owners, shall have the obligation of maintaining the dedicated storm water drainage, access and maintenance easements granted by the Lot 1 Owner to the Village and shown on Lots 1, 2 and 3 on this Certified Survey Map. The location of the storm water drainage easements further places a Restrictive Covenant on Lots 1, 2 and 3, which were given, granted, conveyed by the Lot 1 Owner to the Village. Said ongoing 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 in the drainage swales; removing of trash, debris, leaves and brush; clearing; mowing; and weeding to prevent nuisance conditions.

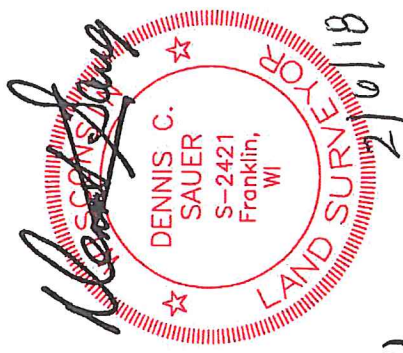
If the Lot Owners fail to complete the storm water drainage maintenance responsibilities on their respective Lots, the Village shall have the right, but not the obligation, to undertake the maintenance of the storm water drainage easement improvements, with the costs for any such maintenance to be an expense to the underlying Lot Owners. This Covenant shall run with the land, shall be binding upon the Lot 1, 2 and 3 Owners, its successors, assigns and successors-in-title of the Lots, in their capacity as owners of any such lot and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such work or maintenance activities in the dedicated storm water drainage easement areas, the Lot Owners, shall be liable for any costs, which may be incurred by the Village, which the Village may recover from such owners as special assessment or special charges under section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. This covenant shall run with the land, shall be binding upon the lot owners, its successors, assigns and successors-in-title of the lot, in their capacity as owners of any such lot and shall benefit and be enforceable by the Village.

2. Any outstanding special assessments or outstanding taxes shall be paid prior to recording the CSM. Pursuant to the Village's Finance Department there are no outstanding special assessments or taxes due on the Lots.
3. If there is a mortgage on the property – the mortgage holder should execute the CSM or provide the Village with verification from the bank/mortgage holder that they will not be signing the document.
4. The original CSM shall be revised, executed by the property owner and submitted to the Village for signatures prior to recording at the Kenosha County Register of Deeds Office. A copy of the recorded CSM document shall be provided to the Village within 30 days of Village Board's approval.

**CERTIFIED SURVEY MAP NO.**

Being Being a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.



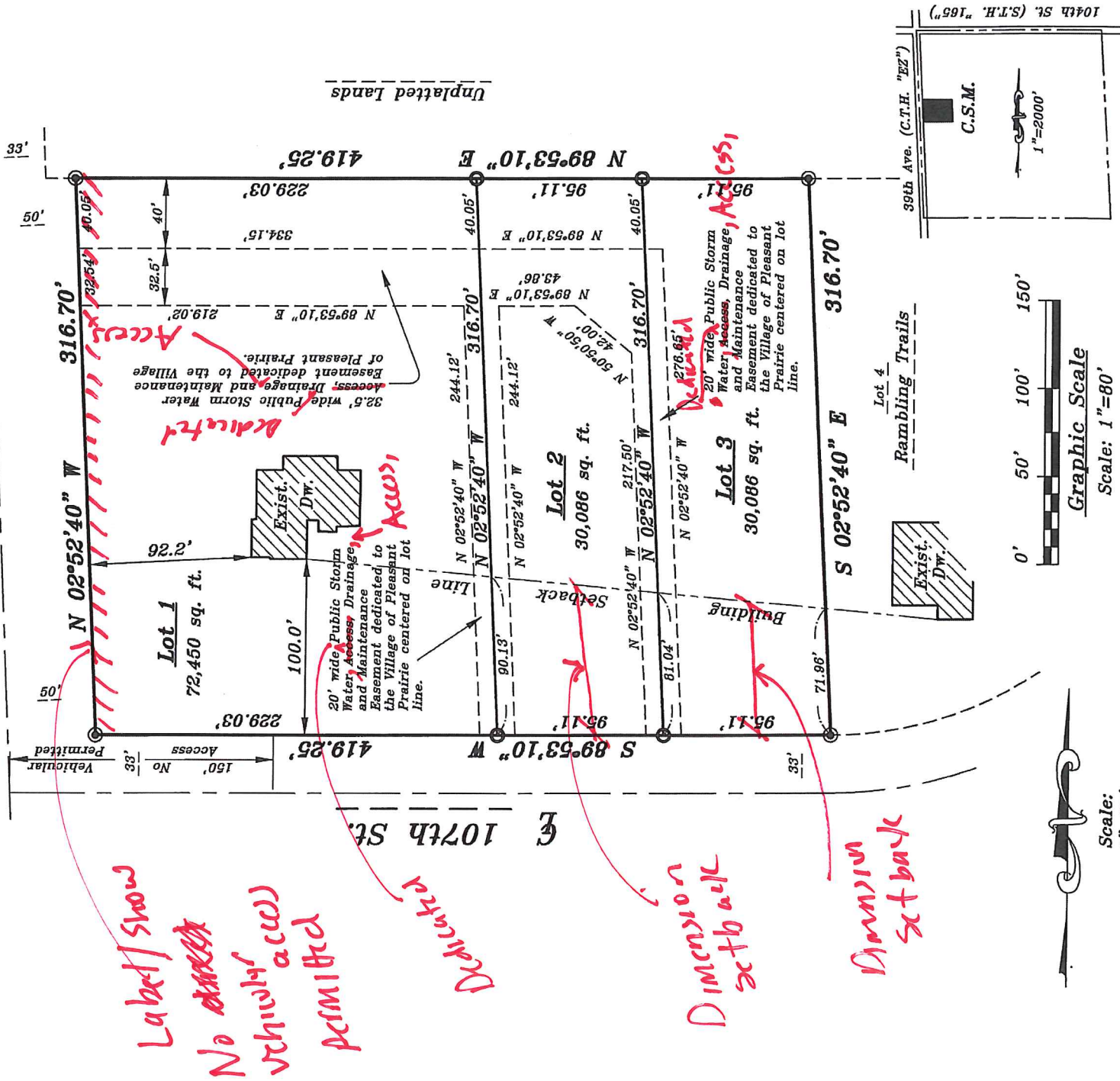
**Notes:**

- — Denotes iron pipe found and accepted.
- — Denotes 1"x24" iron pipe, 1.13 lbs per lin. ft. set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27).

All lots on this map are to be served by public sanitary sewer.

**39th Ave. (C.T.H. "EZ")**



*Label/Show  
No double  
vehicle  
access  
permitted  
Dedicated  
Dimension  
setback  
Minimum  
setback*

*add Dedication and Easement  
Provisions and Restrictive Covenants Language*



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

Being a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

That I have made such survey, land division and map by the direction of David R. Janz and Elizabeth M. Janz, husband and wife, owners of said land.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 18 of the Village Municipal Code, Land Division and Development Ordinance of the Village of Pleasant Prairie.

February 6, 2018  
Date



Dennis C. Sauer  
Professional Land Surveyor S-2421



PREPARED FOR:  
David & Elizabeth Janz  
3840 107th Street  
Pleasant Prairie, WI 53158

PREPARED BY:  
Metropolitan Survey Service  
9415 West Forest Home Avenue  
Hales Corners, WI 53130

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

Being a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As owners, we, David R. Janz and Elizabeth M Janz, husband and wife, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 18 of the Village Municipal Code, Land Division and Development Control Ordinance of the Village of Pleasant Prairie.

WITNESS the hand and seal of said owners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David R. Janz  
Elizabeth M. Janz

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

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
David R. Janz and Elizabeth M. Janz, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

VILLAGE OF PLEASANT PRAIRIE APPROVAL

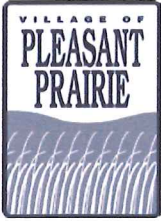
The Village of Pleasant Prairie does hereby approve the land division shown in the Certified Survey Map herein and consents to its recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

~~Jane M. Romanowski, CMC~~ *Jane C. Snell*  
\_\_\_\_\_  
Village Clerk  
John P. Steinbrink  
Village President

\_\_\_\_\_  
Thomas W. Terwall, Chairman  
Village Plan Commission



THIS INSTRUMENT WAS DRAFTED BY:  
Dennis C. Sauer, P.L.S. S-2421



RECEIVED

FEB 13 2018

PLEASANT PRAIRIE

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: 3840 107th St., Pleasant Prairie, WI 53158

Legal Description: (SEE BELOW)\*

Tax Parcel Number(s): 92-4-122-252-0495

Existing Zoning District(s): R-4

Select all that apply:

- Property abuts or adjoins State Trunk Highway
Property abuts or adjoins County Trunk Highway EZ
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:

APPLICANT/AGENT:

Print Name: DAVID + ELIZABETH JANZ Print Name: SAME

Signature: Signature:

Address: 3840 107th St Pleasant Prairie WI 53158 Address: (City) (State) (Zip)

Phone: 224-588-2322 Phone:

Fax: Fax:

Email: lizardmj1@yahoo.com Email:

Date: 2-13-18 Date:

\* BEING A RE-DIVISION OF PARCEL 1 OF CSM NO 1679, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

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

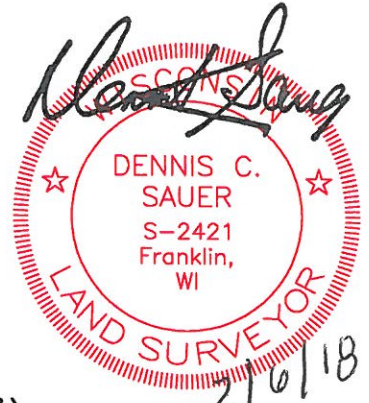
Being Being a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

**Notes:**

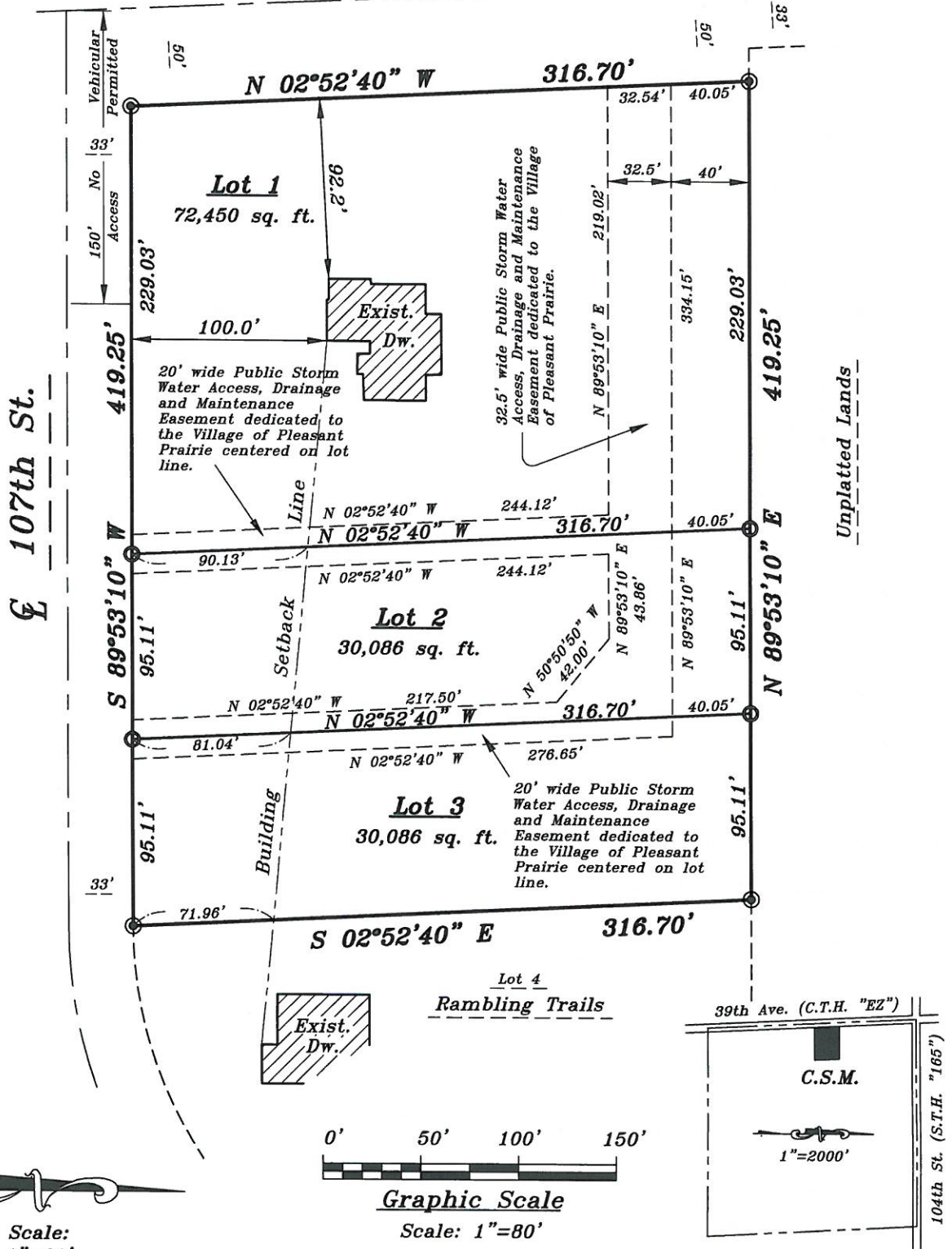
- ⊙ - Denotes iron pipe found and accepted.
- - Denotes 1"x24" iron pipe, 1.13 lbs per lin. ft. set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27).

All lots on this map are to be served by public sanitary sewer.



☪ 39th Ave. (C.T.H. "EZ")



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

Being a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
MILWAUKEE COUNTY ) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:


That I have surveyed, divided and mapped a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

That I have made such survey, land division and map by the direction of David R. Janz and Elizabeth M. Janz, husband and wife, owners of said land.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 18 of the Village Municipal Code, Land Division and Development Ordinance of the Village of Pleasant Prairie.

February 6, 2018  
Date

  
\_\_\_\_\_  
Dennis C. Sauer  
Professional Land Surveyor S-2421



PREPARED FOR:  
David & Elizabeth Janz  
3840 107th Street  
Pleasant Prairie, WI 53158

PREPARED BY:  
Metropolitan Survey Service  
9415 West Forest Home Avenue  
Hales Corners, WI 53130

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

Being a re-division of Parcel 1 of Certified Survey Map No. 1679, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDCIATION

As owners, we, David R. Janz and Elizabeth M Janz, husband and wife, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 18 of the Village Municipal Code, Land Division and Development Control Ordinance of the Village of Pleasant Prairie.

WITNESS the hand and seal of said owners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David R. Janz

\_\_\_\_\_  
Elizabeth M. Janz

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

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, David R. Janz and Elizabeth M. Janz, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

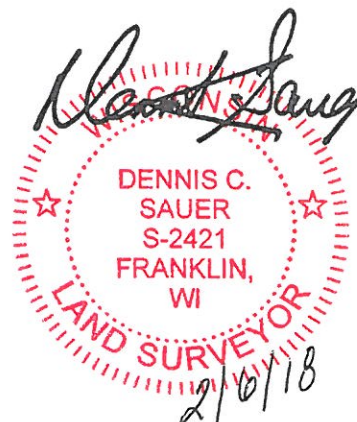
VILLAGE OF PLEASANT PRAIRIE APPROVAL

The Village of Pleasant Prairie does hereby approve the land division shown in the Certified Survey Map herein and consents to its recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

\_\_\_\_\_  
Thomas W. Terwall, Chairman  
Village Plan Commission



THIS INSTRUMENT WAS DRAFTED BY:  
Dennis C. Sauer, P.L.S. S-2421

PLAT OF SURVEY

LOCATION: 107th Street, Pleasant Prairie, Wisconsin

LEGAL DESCRIPTION:

Lot 1 in Certified Survey Map No. 1679, being a part of Northwest 1/4 of Section 25, Township 1, Range 22 East, Village of Pleasant Prairie, Kenosha County Wisconsin.

December 13, 2016 (Drawing Only)  
December 14, 2016 Drawing Revised  
January 3, 2017 Drawing Revised  
January 5, 2017 Proposed dwelling staked, elevations added  
January 19, 2017 Revised Grading Plan  
February 2, 2017 Revised Grading Plan  
March 14, 2017 Revised Grading Plan  
March 22, 2017 Revised Grading Plan

Survey No. 107259

NOTE: No Proposed  
Approved Land  
Alterations North of  
Treeline

Create Swale to Drain to  
39th Avenue Road Ditch;  
Provide  
Erosion Matting Swale

Storm Water Access, Drainage,  
and Maintenance Easement  
(The easements shall be  
provided at the time  
the Certified Survey Map  
is done for the lot split)

I understand that the referenced property shall comply with the  
Approved grading and drainage plan at the time of final occupancy.

Owner Signature: [Signature] Date: 3-30-17  
Contractor Signature: [Signature] Date: \_\_\_\_\_

Tax parcel Number: \_\_\_\_\_

**EROSION CONTROL SILT FENCING  
MUST STAY IN PLACE AND BE  
MAINTAINED UNTIL 90% OF GRASS  
HAS BEEN ESTABLISHED**

Owner Signature: [Signature]

TO OBTAIN LOCATIONS OF  
PARTICIPANTS UNDERGROUND  
FACILITIES BEFORE YOU  
DIG IN WISCONSIN



CALL DIGGERS HOTLINE  
1-800-242-8511  
TOLL FREE  
WIS STATUTE 192.0175(1974)  
REQUIRES MIN. 3 WORK DAYS  
NOTICE BEFORE YOU EXCAVATE  
1-800-242-8511

Prop. Fin. Yd. Gr. 698.0'  
(Per Gr. Plan)

Prop. Top of Wall 698.67'

Proposed finished yard, 1st floor  
or top of foundation grade shown  
on this drawing is a suggested  
grade and should be verified by  
the owner and/or the builder.

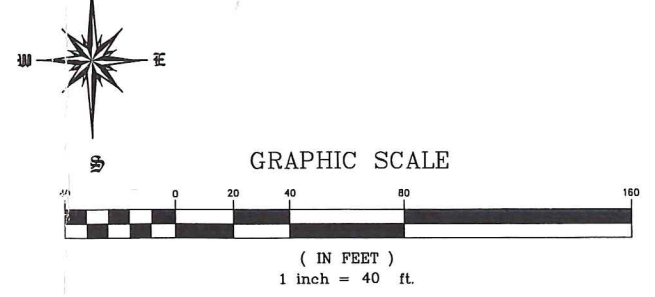
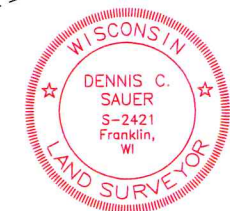
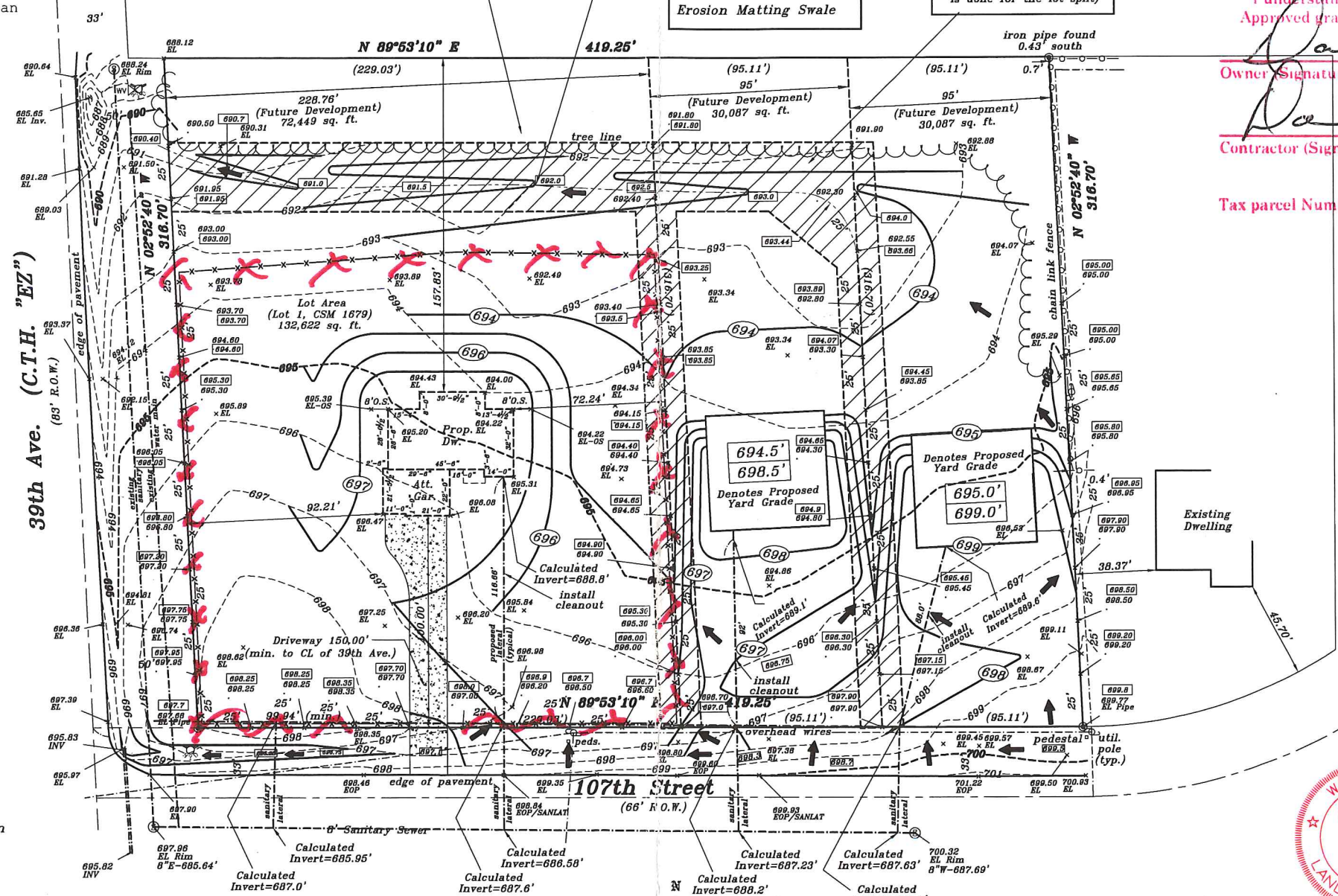
**METROPOLITAN SURVEY SERVICE, INC.**  
PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS  
9415 West Forest Home Avenue, Suite 202  
Hales Corners, Wisconsin 53130  
PH. (414) 529-5380 FAX (414) 529-9787  
email address: survey@metropolitansurvey.com

● — Denotes Iron Pipe Found  
○ — Denotes Iron Pipe Set  
000.0 — Denotes Proposed Grade  
x 696.20 EL — Denotes Existing Spot Elevation  
— x — x — Denotes Proposed Silt Screen

NOTE: Sump Pumps  
to Discharge to  
Back Yards

NOTE: Sewer Lateral  
Inverts to be  
verified  
before Home Excavation

If Lateral I.E. is Above Noted  
Calculated Then Plan to be  
Revised to Maintain Minimum  
Allowable Lateral Grade of  
1.04% or Greater



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT  
THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION  
OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES  
AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT  
EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY,  
AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN  
ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED: [Signature]  
**Dennis C. Sauer**  
Professional Land Surveyor S-2421



Office of the Director of Assessor  
Rocco Vita

# Memorandum

**Date:** March 5, 2018  
**To:** Pleasant Prairie Village Board  
**From:** Rocco Vita, Pleasant Prairie Assessor  
**Re:** Inter-governmental Assessment Services Agreements

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## Assessment Service Agreements

Attached are agreements signed by official agents for the Town of Brighton, the Town of Randall, and the Village of Salem Lakes authorizing the Village of Pleasant Prairie to provide statutory assessment services to the aforementioned communities for the time period beginning January 1, 2019 and ending December 31, 2024 for Randall and Salem Lakes and ending December 31, 2025 for Brighton. These inter-governmental agreements are drafted and entered into by all parties pursuant to Section 66.0301 (2) of the Wisconsin State Statutes.

State law requires each Wisconsin municipality to either hire, or contract, personnel certified by the Wisconsin Department of Revenue to perform statutory assessment duties for the municipality. During 1995 and after 23 years of existence, Kenosha County dissolved the County Assessor's Office requiring each municipality in the County to again create an internal Assessor's Office or contract with an outside entity to perform their statutory assessment work.

In response to the County's action, a group of county municipalities, led by Pleasant Prairie, worked cooperatively to create Wisconsin's first municipal sharing agreement covering assessment services. The stated goal of this consortium of communities is to establish a local assessment office staffed with capable personnel who are knowledgeable of local real estate values as well as assessment law and practice. The expected benefits of this arrangement are retention of local control and accountability as well as professional service at a reduced cost. The actual cost of operations is allocated equally to each community based on their total parcel count.

To this end our assessment consortium has been successful. We provide the most comprehensive, professional service at the lowest cost of any other assessment service provider in Kenosha County. I am pleased to report that at each of the town and village board meetings in which the agreement renewals were discussed and unanimously approved, members of each of the municipal boards voiced complimentary and positive comments regarding our staff, our work, and the professional attitude and respectful manner in which we represent the municipalities and the Village of Pleasant Prairie.



# **AGREEMENT**

**between  
THE VILLAGE OF PLEASANT PRAIRIE  
and  
THE VILLAGE OF SALEM LAKES  
for  
THE PROVISION OF  
REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES.**

Pursuant to Section 66.0301 (2) of the Wisconsin State Statutes and in consideration of the mutual covenants and obligations hereinafter set forth, the Village of Pleasant Prairie, and the Village of Salem Lakes, do hereby agree as follows:

*Whereas*, since January of 1996, the Village of Pleasant Prairie and the town of Salem have had a succession of agreements for the Village Pleasant Prairie to provide the Town of Salem with statutory assessment services, and;

*Whereas*, effective on February 14<sup>th</sup>, 2017, the merger of the Town of Salem and the Village of Silver Lake created a newly named incorporated municipality called the Village of Salem Lakes, and;

*Whereas*, it is the policy of the Village Board of the Village of Salem Lakes to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to Salem Lakes' residents, and;

*Whereas*, it is the policy of the Village Board of the Village of Pleasant Prairie to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to Pleasant Prairie's residents, and;

*Whereas*, the Village Board of the Village of Pleasant Prairie has offered to contractually provide comprehensive real and personal property assessing services to the Village of Salem Lakes in an effort to reduce the expense to both communities, and;

*Whereas*, the Village Board of the Village of Salem Lakes has determined that such a contract would be in the best interest of the residents of Salem Lakes, and;

*Whereas*, the Village of Pleasant Prairie and the Village of Salem Lakes, pursuant to section 66.0301 (2) of the Wisconsin State Statutes, recognize the benefits of intergovernmental cooperation by entering into a contractual relationship for the provision of real and personal property assessing services;

***NOW, THEREFORE***, the Village of Pleasant Prairie and the Village of Salem Lakes, in consideration of mutual promises, covenants, conditions and obligations as set forth herein; do hereby enter into this instant intergovernmental Agreement as follows:

## **ARTICLE I**

- 1.01 CREATION.** This Agreement is between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation and the Village of Salem Lakes, Kenosha County, Wisconsin, a municipal corporation.
- 1.02 PURPOSE.** The purpose of this Agreement is to permit the Village of Salem Lakes to contract with the Village of Pleasant Prairie for the provision of real and personal property assessing services for Village of Salem Lakes property.

## **ARTICLE II**

- 2.01 RESPONSIBILITIES OF THE VILLAGE OF PLEASANT PRAIRIE.** The Village of Pleasant Prairie shall provide assessing services to the Village of Salem Lakes as follows:
- A.** Serve as Statutory Assessor for the Village of Salem Lakes and sign the Assessor's Affidavit of the annual Property Assessment Roll.
  - B.** Perform revaluations for the Village of Salem Lakes during the odd numbered years (i.e. 2019, 2021, and 2023) at the request of the Village of Salem Lakes.
  - C.** Maintain office hours in the Village of Salem Lakes for two hours per week for meeting with citizens. Times shall be scheduled on a mutually agreed upon day.
  - D.** Maintain open office hours at the Pleasant Prairie Village Hall located at 9915 39th Avenue, Pleasant Prairie, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, facsimile, or in person. Office hours shall be Monday through Friday, 8:00 am through 5:00 pm. The assessing department shall only be closed on those days that the Village Hall is closed. The Village of Salem Lakes shall be provided with a calendar of holidays by the second Monday in January each year this Agreement is in effect.
  - E.** Maintain, for the Village of Salem Lakes, all real, personal, and mobile home property ownership information including legal ownership name, location address, mailing address, legal description, and transfer document information.
  - F.** Maintain, for the Village of Salem Lakes, property descriptive information in a digital format including the general land and building descriptions, Department of Revenue classification information, tax districting information, property sales information, building permit information, and assessment history.

- G.** Maintain, for the Village of Salem Lakes, digital pictorial information of buildings on improved parcels, i.e. Residential Dwellings, Agricultural Outbuildings, and Commercial Structures.
- H.** Perform annual inspections of and provide valuation updates for building permits issued by the Village of Salem Lakes and/or Kenosha County.
- I.** Validate all bona fide real estate transactions within the Village of Salem Lakes and coordinate the necessary information transfer with the Wisconsin Department of Revenue.
- J.** Perform inspections and property description updates of all bona fide real estate transactions within the Village of Salem Lakes.
- K.** Validate all Mobile Home transactions within the Village of Salem Lakes.
- L.** Conduct annual sales ratio studies to determine the local level of assessment.
- M.** Perform statistical analysis of market sales within the Village of Salem Lakes for the development of appropriate assessment factors.
- N.** Collect, compile, analyze, and keep confidential, requested income and expense information used to determine Commercial property values in the Village of Salem Lakes.
- O.** Prepare the determination of eligibility for full or partial property tax exemptions for property within the Village of Salem Lakes.
- P.** Discover and value all owned and leased personal property in the Village of Salem Lakes that is legally assessable per statute.
- Q.** Prepare the valuation of mobile homes for the Village of Salem Lakes.
- R.** Provide Kenosha County annual updates of Village of Salem Lakes' property data so the County may:
  - 1. Publish the Village of Salem Lakes' property data in the "Property Inquiry" section of the County's web site that is accessible by the public via the internet.
- S.** Conduct annual "Open Book" hours during weekdays from 8:00AM through 5:00PM beginning the day assessment notices are mailed and up to 48 hours before the scheduled Board of Review Hearings.

- T. Prepare and submit to the Wisconsin Department of Revenue and the Salem Lakes Board of Review the required Annual Assessment Report that complies with the Wisconsin Property Assessment Manual and requirements of the Department of Revenue.
  
- U. Prepare and balance the following reports on behalf of the Village of Salem Lakes for the Wisconsin Department of Revenue:
  - 1. File a preliminary version of the Municipal Assessor's Report by the 2<sup>nd</sup> Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
  
  - 2. File a preliminary version of the TID Assessment Report by the 2<sup>nd</sup> Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
  
- V. Prepare the following reports, which the Village of Salem Lakes is required to complete:
  - 1. Prepare and deposit in regular U.S. Mail all Statement of Personal Property forms to be completed by owners of assessable personal property located within the Village of Salem Lakes by December 31<sup>st</sup> of each year preceding the assessment year.
  
  - 2. Prepare and deliver to the Village of Salem Lakes, on or before February 10 of each year, the annual Mobile Home Statement of Monthly Parking Fee for all mobile homes located within the Village of Salem Lakes.
  
  - 3. Prepare and deposit in regular U.S. Mail any notice of changed property assessment by July 15<sup>th</sup> of each year.
  
  - 4. Prepare and deliver to the Village of Salem Lakes the Final assessment rolls within 15 days of the close of the annual Board of Review hearings.
  
  - 5. Deliver to Kenosha County a digital file containing all necessary real property and personal property assessment data within the Village of Salem Lakes thereby facilitating the County's ability to create assessment rolls and tax rolls for the timely preparation, processing, and creation of property tax bills for the Village of Salem Lakes.

6. Prepare and provide the Kenosha County Treasurer and the Village of Salem Lakes with the necessary assessment information and completed Use-Value Conversion Charge Calculation Worksheet for each affected parcel of land within 7 days of the close of the annual Board of Review.
- 
- W.** Prepare and provide, for reference, a completed Statement of Assessment to the Village of Salem Lakes in an effort to aid and assist the Village Clerk or Treasurer in the completion of the official Statement of Assessment for the Village of Salem Lakes.
  - X.** Provide a public information program to the Village of Salem Lakes that assists citizens during the revaluation process.
  - Y.** Enter and balance Board of Review changes in the final assessment roll for the Village of Salem Lakes.
  - Z.** Represent the Village of Salem Lakes as its Statutory Assessor at the annual Board of Review hearings held by the Village of Salem Lakes.
  - AA.** Represent the Village of Salem Lakes as its Statutory Assessor in any appeal conducted under Section 70.85 of the Wisconsin State Statutes.
  - BB.** Provide requested assessment information to Village of Salem Lakes officials, local school district officials, and local fire district officials.
  - CC.** Coordinate real estate sales transfer information with the Wisconsin Department of Revenue for the Village of Salem Lakes.
  - DD.** Coordinate with the Wisconsin Department of Revenue the level of assessment for the Village of Salem Lakes.
  - EE.** Review and coordinate discussion, if necessary, of the Village's equalized values as determined by the Wisconsin Department of Revenue.
  - FF.** Enter to the assessment roll all of the Village of Salem Lakes manufacturing values, real and personal, when they are received from the Wisconsin Department of Revenue.
  - GG.** Comply with all personnel requirements and staffing recommendations issued by the Wisconsin Department of Revenue for the employment of personnel for the Village of Pleasant Prairie Assessing Department as provided for in the Wisconsin Property Assessment Manuals.
  - HH.** Complete year-end processing of assessment information for the timely processing of property tax bills.

- II. The Village of Pleasant Prairie shall adhere to any statutory changes ensuring the Village of Salem Lakes will be in compliance with all process requirements and not be late or fail to meet any statutory deadline set by the State of Wisconsin.

**2.02 RESPONSIBILITIES OF THE VILLAGE OF SALEM LAKES.** The Village of Salem Lakes, by performing the following, shall assist the Village of Pleasant Prairie in providing assessing services:

- A. The Village of Salem Lakes shall provide the Village of Pleasant Prairie Assessor's Office with monthly building permit reports listing all building permits issued by the Village of Salem Lakes within 15 days after the last day of the month in which the permits were issued.
- B. The Village of Salem Lakes shall provide the Village of Pleasant Prairie Assessor's Office with certified copies of any zoning changes, land divisions or parcel combinations, or recorded final plats that are approved by the Village of Salem Lakes within 15 days of the effective date.
- C. The Village of Salem Lakes shall provide the Village of Pleasant Prairie Assessor's Office with monthly listings of all fire reports involving property located within the Village of Salem Lakes within 15 days after the last day of the month in which the events occurred.
- D. The Village of Salem Lakes shall provide the Village of Pleasant Prairie Assessor's Office with any information regarding the acquisition or disposition of real property by the Village of Salem Lakes and, to the extent the Town is knowledgeable, by County of Kenosha within 30 days of the event.
- E. The Village of Salem Lakes shall promptly review and not, unnecessarily, delay or deny approval of any reports prepared by the Village of Pleasant Prairie on the behalf of the Village of Salem Lakes.
- F. The Village of Salem Lakes shall provide Village of Pleasant Prairie assessment personnel a work space of sufficient size to efficiently meet with the public, during mutually agreed upon times, with access to a sufficient number of tables, chairs, and telephones for their use.
- G. The Village of Salem Lakes shall appoint a local Board of Review. The Village of Salem Lakes shall also bear the entire cost of the annual Board of Review proceedings with the exception of the functions of the Assessor.
- H. The Village of Salem Lakes shall recognize that the employees of the Village of Pleasant Prairie are public employees and that any concerns over performance or work shall be addressed to the Pleasant Prairie Director of Human Resources.

- I. The Village of Salem Lakes shall pay for services rendered by the Village of Pleasant Prairie.

### **ARTICLE III**

**3.01 FINANCIAL CONDITIONS OF THE AGREEMENT.** The following contains the financial conditions and consideration of the Agreement:

- A. All costs for services rendered will be made on a “per parcel, per account” basis, referring to all parcels of real estate, mobile homes, and personal property accounts.
- B. The Village of Pleasant Prairie shall, in all years, prepare and submit an operating budget by September 1 of the year prior to the budget year. The per parcel/account allocation of expenses shall be provided by September 1 and shall be based upon the number of parcels/accounts within the Village of Salem Lakes, and any other participating municipality, as of January 1 of the current calendar year.
- C. Payment for services by the Village of Pleasant Prairie shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month.
- D. Revenue from the Property Record Maintenance Fee program shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month subsequent to the month of collection by the Village of Salem Lakes.
- E. The Village shall not increase the operating budget for services by more than the cost of living index for small metro areas, Class Size C, as defined by the U.S. Department of Commerce, Bureau of Labor Statistics. The exceptions to this cap are as follows:
  - 1. Health and Dental Insurance.
  - 2. Wage and Salary Settlements that are beyond the control of the Village of Pleasant Prairie.
  - 3. Contractual services necessary to provide data processing or database administration.
  - 4. Growth in parcel count beyond the existing capabilities of current staff for assessing purposes.
- F. The Village of Pleasant Prairie shall provide an audit of the assessing department's revenues and expenditures before June 30 of each year along with any refund calculated on a per parcel basis on the previous years parcel count.

- G.** During years in which there are mandatory property tax levy restraints or local property tax rate restraints, any refund will be wholly or partially deposited into a fund balance account to provide future funding in the event the Village of Salem Lakes grows in parcel count greater than their growth of any benchmark used to constrain the growth of the Village of Salem Lakes' property tax levy or local tax rate. Upon lapsing of any property tax levy restraint or local property tax rate restraint, the Village of Pleasant Prairie will return any fund balance to the Village of Salem Lakes less any specific amount used on the behalf of the Village of Salem Lakes to offset the effects of any levy or rate restraint, or any amount previously distributed.
- H.** During times in which levy limits or property tax rate restraints are in effect and while Salem Lakes has a positive fund balance, a portion of Salem Lakes' fund balance account can be distributed back to the Village of Salem Lakes by crediting the future year's budgeted dollar amount for assessment service by an amount equal to 20% of Salem Lakes' current year's fund balance amount.

#### **ARTICLE IV**

- 4.01 PERSONNEL.** Personnel matters between the Village of Pleasant Prairie and the Village of Salem Lakes.
- A.** The Village of Pleasant Prairie shall have sole discretion over all personnel matters within the assessing department as it relates to recruitment, training, discipline, or termination.
  - B.** All conflicts with the assessing department personnel shall be reported to the Village Assessor or the Pleasant Prairie Director of Human Resources. The Village of Pleasant Prairie will provide the Village of Salem Lakes with a report on the matter but will not release any personnel information or specifics that would be contained or placed in a Village of Pleasant Prairie personnel file.



## ARTICLE V

### 5.01 TERM.

- A. The term of this Agreement shall be for a period of Six (6) years beginning January 1, 2019 and ending December 31, 2024, except as provided below in Paragraph B.
  
- B. Notice of non-renewal must be provided by December 31, 2023, if the Village of Salem Lakes wishes to withdraw from the assessing Agreement. Upon receipt of a notice to withdraw, the Village of Pleasant Prairie shall have the right to negotiate with other municipalities to fill the space held by the Village of Salem Lakes. If the Village of Salem Lakes should reverse its decision and choose to re-enter the assessing consortium after its space has been filled, and if the Village of Pleasant Prairie agrees to renew the contract, the Village of Salem Lakes would be required to pay any additional costs incurred by the Village of Pleasant Prairie because of dysfunctional economies of scale.
  
- C. Any withdrawal notice sent to the Village of Pleasant Prairie shall be delivered to the Village Clerk, or mailed to such Clerk by certified mail, return receipt requested. Any notice to the Village of Pleasant Prairie shall be addressed as follows:

Clerk, Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158

## ARTICLE VI

### 6.01 ENFORCEMENT OF AGREEMENT.

- A. This Agreement shall be enforceable in the Wisconsin courts, although the parties may, (but are not obligated), to consent to the issue being mediated and/or arbitrated.
  
- B. **Opportunity to Cure Breach.** In the event that any party to the Agreement believes any other party to this Agreement has breached this Agreement, the complaining party shall give notice to the other parties specifying in detail the conduct that is believed to constitute a breach and specifying the paragraph(s) of this Agreement that are involved. The party receiving such notice shall have sixty (60) days to cure such breach from the effective date of the notice. If a breach is timely cured, no right of action or remedy shall accrue.

## ARTICLE VII

**7.01 ADMINISTRATION OF AGREEMENT.**

- A. This Agreement shall be administered on behalf of the Village of Pleasant Prairie by the Village Administrator or the Administrator's designee and on behalf of the Village of Salem Lakes by the Village President or the Village President's designee.

**ARTICLE VIII**

**8.01 ASSIGNMENT.**

- A. This Agreement shall not be assigned by either party to this Agreement without prior written approval of the other party.

**ARTICLE IX**

**9.01 SEVERABLE PROVISIONS.**

- A. The provisions of this Agreement, and the parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.





# **AGREEMENT**

**between**  
**THE VILLAGE OF PLEASANT PRAIRIE**  
**and**  
**THE TOWN OF RANDALL**  
**for**  
**THE PROVISION OF**  
**REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES.**

Pursuant to Section 66.0301 (2) of the Wisconsin State Statutes and in consideration of the mutual covenants and obligations hereinafter set forth, the Village of Pleasant Prairie, and the Town of Randall, do hereby agree as follows:

*Whereas*, since January of 1996, the Village of Pleasant Prairie and the Town of Randall have had a succession of agreements for the Village Pleasant Prairie to provide the Town of Randall with statutory assessment services, and;

*Whereas*, it is the policy of the Town Board of the Town of Randall to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Town's residents, and;

*Whereas*, it is the policy of the Village Board of the Village of Pleasant Prairie to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Village's residents, and;

*Whereas*, the Village Board of the Village of Pleasant Prairie has offered to contractually provide comprehensive real and personal property assessing services to the Town of Randall in an effort to reduce the expense to both communities, and;

*Whereas*, the Town Board of the Town of Randall has determined that such a contract would be in the best interest of the residents of Randall, and;

*Whereas*, the Village of Pleasant Prairie and the Town of Randall, pursuant to section 66.0301 (2) of the Wisconsin State Statutes, recognize the benefits of intergovernmental cooperation by entering into a contractual relationship for the provision of real and personal property assessing services;

***NOW, THEREFORE***, the Village of Pleasant Prairie and the Town of Randall, in consideration of mutual promises, covenants, conditions and obligations as set forth herein; do hereby enter into this instant intergovernmental Agreement as follows:

## ARTICLE I

- 1.01 CREATION.** This Agreement is between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation and the Town of Randall, Kenosha County, Wisconsin, a body politic.
- 1.02 PURPOSE.** The purpose of this Agreement is to permit the Town of Randall to contract with the Village of Pleasant Prairie for the provision of real and personal property assessing services for Town of Randall property.

## ARTICLE II

- 2.01 RESPONSIBILITIES OF THE VILLAGE OF PLEASANT PRAIRIE.** The Village of Pleasant Prairie shall provide assessing services to the Town of Randall as follows:
- A.** Serve as Statutory Assessor for the Town of Randall and sign the Assessor's Affidavit of the annual Property Assessment Roll.
  - B.** Perform revaluations for the Town of Randall during the odd numbered years (i.e. 2019, 2021, and 2023) at the request of the Town of Randall.
  - C.** Maintain office hours in the Town of Randall for two hours per week for meeting with citizens. Times shall be scheduled on a mutually agreed upon day.
  - D.** Maintain open office hours at the Pleasant Prairie Village Hall located at 9915 39th Avenue, Pleasant Prairie, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, facsimile, or in person. Office hours shall be Monday through Friday, 8:00 am through 5:00 pm. The assessing department shall only be closed on those days that the Village Hall is closed. The Town of Randall shall be provided with a calendar of holidays by the second Monday in January each year this Agreement is in effect.
  - E.** Maintain, for the Town of Randall, all real, personal, and mobile home property ownership information including legal ownership name, location address, mailing address, legal description, and transfer document information.
  - F.** Maintain, for the Town of Randall, property descriptive information in a digital format including the general land and building descriptions, Department of Revenue classification information, tax districting information, property sales information, building permit information, and assessment history.

- G.** Maintain, for the Town of Randall, digital pictorial information of buildings on improved parcels, i.e. Residential Dwellings, Agricultural Outbuildings, and Commercial Structures.
- H.** Perform annual inspections and provide valuation updates for building permits issued by the Town of Randall and/or Kenosha County.
- I.** Validate all bona fide real estate transactions within the Town of Randall and coordinate the necessary information transfer with the Wisconsin Department of Revenue.
- J.** Perform inspections and property description updates of all bona fide real estate transactions within the Town of Randall.
- K.** Validate all Mobile Home transactions within the Town of Randall.
- L.** Conduct annual sales ratio studies to determine the local level of assessment.
- M.** Perform statistical analysis of market sales within the Town of Randall for the development of appropriate assessment factors.
- N.** Collect, compile, analyze, and keep confidential, requested income and expense information used to determine Commercial property values in the Town of Randall.
- O.** Prepare the determination of eligibility for full or partial property tax exemptions for property within the Town of Randall.
- P.** Discover and value all owned and leased personal property in the Town of Randall that is legally assessable per statute.
- Q.** Prepare the valuation of mobile homes for the Town of Randall.
- R.** Provide Kenosha County annual updates of Town of Randall's property data so the County may:
  - 1. Publish the Town of Randall's property data in the "Property Inquiry" section of the County's web site that is accessible by the public via the internet.
- S.** Conduct annual "Open Book" hours during weekdays from 8:00AM through 5:00PM beginning the day assessment notices are mailed and up to 48 hours before the scheduled Board of Review Hearings.

- T.** Prepare and submit to the Wisconsin Department of Revenue and the Randall Board of Review the required Annual Assessment Report that complies with the Wisconsin Property Assessment Manual and the requirements of the Department of Revenue.
- U.** Prepare and balance the following reports on behalf of the Town of Randall for the Wisconsin Department of Revenue:
1. File a preliminary version of the Municipal Assessor's Report by 2<sup>nd</sup> Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
- V.** Prepare the following reports, which the Town of Randall is required to complete:
1. Prepare and deposit in regular U.S. Mail all Statement of Personal Property forms to be completed by owners of assessable personal property located within the Town of Randall by December 31<sup>st</sup> of each year preceding the assessment year.
  2. Prepare and deliver to the Town of Randall, on or before February 10 of each year, the annual Mobile Home Statement of Monthly Parking Fee for all mobile homes located in the Town.
  3. Prepare and deposit in regular U.S. Mail any notice of changed property assessment by July 15<sup>th</sup> of each year.
  4. Prepare and deliver to the Town of Randall the Final assessment rolls within 15 days of the close of the annual Board of Review hearings.
  5. Deliver to Kenosha County a digital file containing all necessary real property and personal property assessment data within the Town of Randall thereby facilitating the County's ability to create assessment rolls and tax rolls for the timely preparation, processing, and creation of property tax bills for the Town of Randall.
  6. Prepare and provide the Kenosha County Treasurer and the Town of Randall with the necessary assessment information and completed Use-Value Conversion Charge Calculation Worksheet for each affected parcel of land within 7 days of the close of the annual Board of Review.



- W.** Prepare and provide, for reference, a completed Statement of Assessment to the Town of Randall in an effort to aid and assist the Town Clerk or Treasurer in the completion of the official Statement of Assessment for the Town of Randall.
- X.** Provide a public information program to the Town of Randall that assists citizens during the revaluation process.
- Y.** Enter and balance Board of Review changes in the final assessment roll for the Town of Randall.
- Z.** Represent the Town of Randall as its Statutory Assessor at the annual Board of Review hearings held by the Town of Randall.
- AA.** Represent the Town of Randall as its Statutory Assessor in any appeal conducted under Section 70.85 of the Wisconsin State Statutes.
- BB.** Provide requested assessment information to Town of Randall officials, local school district officials, and local fire district officials.
- CC.** Coordinate real estate sales transfer information with the Wisconsin Department of Revenue for the Town of Randall.
- DD.** Coordinate with the Wisconsin Department of Revenue the level of assessment for the Town of Randall.
- EE.** Review and coordinate discussion, if necessary, of the Town's equalized values as determined by the Wisconsin Department of Revenue.
- FF.** Enter to the assessment roll all of the Town of Randall manufacturing values, real and personal, when they are received from the Wisconsin Department of Revenue.
- GG.** Comply with all personnel requirements and staffing recommendations issued by the Wisconsin Department of Revenue for the employment of personnel for the Village of Pleasant Prairie Assessing Department as provided for in the Wisconsin Property Assessment Manuals.
- HH.** Complete year-end processing of assessment information for the timely processing of property tax bills.
- II.** The Village of Pleasant Prairie shall adhere to any statutory changes ensuring the Town of Randall will be in compliance with all process requirements and not be late or fail to meet any statutory deadline set by the State of Wisconsin.

**2.02 RESPONSIBILITIES OF THE TOWN OF RANDALL.** The Town of Randall, by performing the following, shall assist the Village of Pleasant Prairie in providing assessing services:

- A.** The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with monthly building permit reports listing all building permits issued by the Town of Randall within 15 days after the last day of the month in which the permits were issued.
- B.** The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with certified copies of any zoning changes, land divisions or parcel combinations, or recorded final plats that are approved by the Town of Randall within 15 days of the effective date.
- C.** The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with monthly listings of all fire reports involving property located within the Town of Randall within 15 days after the last day of the month in which the events occurred.
- D.** The Town of Randall shall provide the Village of Pleasant Prairie Assessor's Office with any information regarding the acquisition or disposition of real property by the Town of Randall and, to the extent the Town is knowledgeable, by County of Kenosha within 30 days of the event.
- E.** The Town of Randall shall promptly review and not, unnecessarily, delay or deny approval of any reports prepared by the Village of Pleasant Prairie on the behalf of the Town of Randall.
- F.** The Town of Randall shall provide Village of Pleasant Prairie assessment personnel a work space of sufficient size to efficiently meet with the public, during mutually agreed upon times, with access to a sufficient number of tables, chairs, and telephones for their use.
- G.** The Town of Randall shall appoint a local Board of Review. The Town of Randall shall also bear the entire cost of the annual Board of Review proceedings with the exception of the functions of the Assessor.
- H.** The Town of Randall shall recognize that the employees of the Village of Pleasant Prairie are public employees and that any concerns over performance or work shall be addressed to the Pleasant Prairie Village Administrator.
- I.** The Town of Randall shall pay for services rendered by the Village of Pleasant Prairie.

## **ARTICLE III**

- 3.01 FINANCIAL CONDITIONS OF THE AGREEMENT.** The following contains the financial conditions and consideration of the Agreement:
- A.** All costs for services rendered will be made on a “per parcel, per account” basis, referring to all parcels of real estate, mobile homes, and personal property accounts.
  - B.** The Village of Pleasant Prairie shall, in all years, prepare and submit an operating budget by September 1 of the year prior to the budget year. The per parcel/account allocation of expenses shall be provided by September 1 and shall be based upon the number of parcels/accounts within the Town of Randall, and any other participating municipality, as of January 1 of the current calendar year.
  - C.** Payment for services by the Village of Pleasant Prairie shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month.
  - D.** Revenue from the Property Record Maintenance Fee program shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month subsequent to the month of collection by the Town of Randall.
  - E.** The Village shall not increase the operating budget for services by more than the cost of living index for small metro areas, Class Size C, as defined by the U.S. Department of Commerce, Bureau of Labor Statistics. The exceptions to this cap are as follows:
    - 1. Health and Dental Insurance.
    - 2. Wage and Salary Settlements that are beyond the control of the Village of Pleasant Prairie.
    - 3. Contractual services necessary to provide data processing or database administration.
    - 4. Growth in parcel count beyond the existing capabilities of current staff for assessing purposes.
  - F.** The Village of Pleasant Prairie shall provide an audit of the assessing department's revenues and expenditures before June 30 of each year along with any refund calculated on a per parcel basis on the previous years parcel count.

- G.** During years in which there are mandatory property tax levy restraints or local property tax rate restraints, any refund will be wholly or partially deposited into a fund balance account to provide future funding in the event the Town of Randall grows in parcel count greater than their growth of any benchmark used to constrain the growth of the Town of Randall's property tax levy or local tax rate. Upon lapsing of any property tax levy restraint or local property tax rate restraint, the Village of Pleasant Prairie will return any fund balance to the Town of Randall less any specific amount used on the behalf of the Town of Randall to offset the effects of any levy or rate restraint, or any amount previously distributed.
  
- H.** During times in which levy limits or property tax rate restraints are in effect and while Randall has a positive fund balance, a portion of Randall's fund balance account can be distributed back to the Town of Randall by crediting the future year's budgeted dollar amount for assessment service by an amount equal to 20% of Randall's current year's fund balance amount..

#### **ARTICLE IV**

- 4.01 PERSONNEL.** Personnel matters between the Village of Pleasant Prairie and the Town of Randall.
  - A.** The Village of Pleasant Prairie shall have sole discretion over all personnel matters within the assessing department as it relates to recruitment, training, discipline, or termination.
  
  - B.** All conflicts with the assessing department personnel shall be reported to the Village Assessor or the Pleasant Prairie Director of Human Resources. The Village of Pleasant Prairie will provide the Town of Randall with a report on the matter but will not release any personnel information or specifics that would be contained or placed in a Village of Pleasant Prairie personnel file.

## **ARTICLE V**

### **5.01 TERM.**

- A.** The term of this Agreement shall be for a period of Six (6) years beginning January 1, 2019 and ending December 31, 2024, except as provided below in Paragraph B.
- B.** Notice of non-renewal must be provided by December 31, 2023, if the Town of Randall wishes to withdraw from the assessing Agreement. Upon receipt of a notice to withdraw, the Village of Pleasant Prairie shall have the right to negotiate with other municipalities to fill the space held by the Town of Randall. If the Town of Randall should reverse its decision and choose to re-enter the assessing consortium after its space has been filled, and if the Village of Pleasant Prairie agrees to renew the contract, the Town of Randall would be required to pay any additional costs incurred by the Village of Pleasant Prairie because of dysfunctional economies of scale.
- C.** Any withdrawal notice sent to the Village of Pleasant Prairie shall be delivered to the Village Clerk, or mailed to such Clerk by certified mail, return receipt requested. Any notice to the Village of Pleasant Prairie shall be addressed as follows:

Clerk, Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158

## **ARTICLE VI**

### **6.01 ENFORCEMENT OF AGREEMENT.**

- A.** This Agreement shall be enforceable in the Wisconsin courts, although the parties may, (but are not obligated), to consent to the issue being mediated and/or arbitrated.
- B.** Opportunity to Cure Breach. In the event that any party to the Agreement believes any other party to this Agreement has breached this Agreement, the complaining party shall give notice to the other parties specifying in detail the conduct that is believed to constitute a breach and specifying the paragraph(s) of this Agreement that are involved. The party receiving such notice shall have sixty (60) days to cure such breach from the effective date of the notice. If a breach is timely cured, no right of action or remedy shall accrue.

## **ARTICLE VII**

### **7.01 ADMINISTRATION OF AGREEMENT.**

- A.** This Agreement shall be administered on behalf of the Village of Pleasant Prairie by the Village Administrator or the Administrator's designee and on behalf of the Town of Randall by the Town Chairperson or the Town Chairperson's designee.

## **ARTICLE VIII**

### **8.01 ASSIGNMENT.**

- A.** This Agreement shall not be assigned by either party to this Agreement without prior written approval of the other party.

## **ARTICLE IX**

### **9.01 SEVERABLE PROVISIONS.**

- A.** The provisions of this Agreement, and the parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.







# **AGREEMENT**

**between**  
**THE VILLAGE OF PLEASANT PRAIRIE**  
**and**  
**THE TOWN OF BRIGHTON**  
**for**  
**THE PROVISION OF**  
**REAL AND PERSONAL PROPERTY ASSESSMENT SERVICES.**

Pursuant to Section 66.0301 (2) of the Wisconsin State Statutes and in consideration of the mutual covenants and obligations hereinafter set forth, the Village of Pleasant Prairie, and the Town of Brighton, do hereby agree as follows:

*Whereas*, since January of 1996, the Village of Pleasant Prairie and the Town of Brighton have had a succession of agreements for the Village Pleasant Prairie to provide the Town of Brighton with statutory assessment services, and;

*Whereas*, it is the policy of the Town Board of the Town of Brighton to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Town's residents, and;

*Whereas*, it is the policy of the Village Board of the Village of Pleasant Prairie to operate municipal government at the lowest possible cost while providing the best, most comprehensive services to the Village's residents, and;

*Whereas*, the Village Board of the Village of Pleasant Prairie has offered to contractually provide comprehensive real and personal property assessing services to the Town of Brighton in an effort to reduce the expense to both communities, and;

*Whereas*, the Town Board of the Town of Brighton has determined that such a contract would be in the best interest of the residents of Brighton, and;

*Whereas*, the Village of Pleasant Prairie and the Town of Brighton, pursuant to section 66.0301 (2) of the Wisconsin State Statutes, recognize the benefits of intergovernmental cooperation by entering into a contractual relationship for the provision of real and personal property assessing services;

***NOW, THEREFORE***, the Village of Pleasant Prairie and the Town of Brighton, in consideration of mutual promises, covenants, conditions and obligations as set forth herein; do hereby enter into this instant intergovernmental Agreement as follows:

## ARTICLE I

- 1.01 CREATION.** This Agreement is between the Village of Pleasant Prairie, Kenosha County, Wisconsin, a municipal corporation and the Town of Brighton, Kenosha County, Wisconsin, a body politic.
- 1.02 PURPOSE.** The purpose of this Agreement is to permit the Town of Brighton to contract with the Village of Pleasant Prairie for the provision of real and personal property assessing services for Town of Brighton property.

## ARTICLE II

- 2.01 RESPONSIBILITIES OF THE VILLAGE OF PLEASANT PRAIRIE.** The Village of Pleasant Prairie shall provide assessing services to the Town of Brighton as follows:
- A.** Serve as Statutory Assessor for the Town of Brighton and sign the Assessor's Affidavit of the annual Property Assessment Roll.
  - B.** Perform revaluations for the Town of Brighton during the even numbered years (i.e. 2020, 2022, and 2024) at the request of the Town of Brighton.
  - C.** Maintain office hours in the Town of Brighton for two hours per week for meeting with citizens. Times shall be scheduled on a mutually agreed upon day.
  - D.** Maintain open office hours at the Pleasant Prairie Village Hall located at 9915 39th Avenue, Pleasant Prairie, Wisconsin, for the purpose of assisting citizens with property assessment information, either by telephone, facsimile, or in person. Office hours shall be Monday through Friday, 8:00 am through 5:00 pm. The assessing department shall only be closed on those days that the Village Hall is closed. The Town of Brighton shall be provided with a calendar of holidays by the second Monday in January each year this Agreement is in effect.
  - E.** Maintain, for the Town of Brighton, all real, personal, and mobile home property ownership information including legal ownership name, location address, mailing address, legal description, and transfer document information.
  - F.** Maintain, for the Town of Brighton, property descriptive information in a digital format including the general land and building descriptions, Department of Revenue classification information, tax districting information, property sales information, building permit information, and assessment history.

- G.** Maintain, for the Town of Brighton, digital pictorial information of buildings on improved parcels, i.e. Residential Dwellings, Agricultural Outbuildings, and Commercial Structures.
- H.** Perform annual inspections and provide valuation updates for building permits issued by the Town of Brighton and/or Kenosha County.
- I.** Validate all bona fide real estate transactions within the Town of Brighton and coordinate the necessary information transfer with the Wisconsin Department of Revenue.
- J.** Perform inspections and property description updates of all bona fide real estate transactions within the Town of Brighton.
- K.** Validate all Mobile Home transactions within the Town of Brighton.
- L.** Conduct annual sales ratio studies to determine the local level of assessment.
- M.** Perform statistical analysis of market sales within the Town of Brighton for the development of appropriate assessment factors.
- N.** Collect, compile, analyze, and keep confidential, requested income and expense information used to determine Commercial property values in the Town of Brighton.
- O.** Prepare the determination of eligibility for full or partial property tax exemptions for property within the Town of Brighton.
- P.** Discover and value all owned and leased personal property in the Town of Brighton that is legally assessable per statute.
- Q.** Prepare the valuation of mobile homes for the Town of Brighton.
- R.** Provide Kenosha County annual updates of Town of Brighton's property data so the County may:
  - 1. Publish the Town of Brighton's property data in the "Property Inquiry" section of the County's web site that is accessible by the public via the internet.
- S.** Conduct annual "Open Book" hours during weekdays from 8:00AM through 5:00PM beginning the day assessment notices are mailed and up to 48 hours before the scheduled Board of Review Hearings.

- T.** Prepare and submit to the Wisconsin Department of Revenue and the Brighton Board of Review the required Annual Assessment Report that complies with the Wisconsin Property Assessment Manual and the requirements of the Department of Revenue.
- U.** Prepare and balance the following reports on behalf of the Town of Brighton for the Wisconsin Department of Revenue:
1. File a preliminary version of the Municipal Assessor's Report by 2<sup>nd</sup> Monday of June each year. The final version will be submitted after the close of the annual Board of Review.
- V.** Prepare the following reports, which the Town of Brighton is required to complete:
1. Prepare and deposit in regular U.S. Mail all Statement of Personal Property forms to be completed by owners of assessable personal property located within the Town of Brighton by December 31<sup>st</sup> of each year preceding the assessment year.
  2. Prepare and deliver to the Town of Brighton, on or before February 10 of each year, the annual Mobile Home Statement of Monthly Parking Fee for all mobile homes located in the Town.
  3. Prepare and deposit in regular U.S. Mail any notice of changed property assessment by July 15<sup>th</sup> of each year.
  4. Prepare and deliver to the Town of Brighton the Final assessment rolls within 15 days of the close of the annual Board of Review hearings.
  5. Deliver to Kenosha County a digital file containing all necessary real property and personal property assessment data within the Town of Brighton thereby facilitating the County's ability to create assessment rolls and tax rolls for the timely preparation, processing, and creation of property tax bills for the Town of Brighton.
  6. Prepare and provide the Kenosha County Treasurer and the Town of Brighton with the necessary assessment information and completed Use-Value Conversion Charge Calculation Worksheet for each affected parcel of land within 7 days of the close of the annual Board of Review.

- W.** Prepare and provide, for reference, a completed Statement of Assessment to the Town of Brighton in an effort to aid and assist the Town Clerk or Treasurer in the completion of the official Statement of Assessment for the Town of Brighton.
- X.** Provide a public information program to the Town of Brighton that assists citizens during the revaluation process.
- Y.** Enter and balance Board of Review changes in the final assessment roll for the Town of Brighton.
- Z.** Represent the Town of Brighton as its Statutory Assessor at the annual Board of Review hearings held by the Town of Brighton.
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- BB.** Provide requested assessment information to Town of Brighton officials, local school district officials, and local fire district officials.
- CC.** Coordinate real estate sales transfer information with the Wisconsin Department of Revenue for the Town of Brighton.
- DD.** Coordinate with the Wisconsin Department of Revenue the level of assessment for the Town of Brighton.
- EE.** Review and coordinate discussion, if necessary, of the Town's equalized values as determined by the Wisconsin Department of Revenue.
- FF.** Enter to the assessment roll all of the Town of Brighton manufacturing values, real and personal, when they are received from the Wisconsin Department of Revenue.
- GG.** Comply with all personnel requirements and staffing recommendations issued by the Wisconsin Department of Revenue for the employment of personnel for the Village of Pleasant Prairie Assessing Department as provided for in the Wisconsin Property Assessment Manuals.
- HH.** Complete year-end processing of assessment information for the timely processing of property tax bills.
- II.** The Village of Pleasant Prairie shall adhere to any statutory changes ensuring the Town of Brighton will be in compliance with all process requirements and not be late or fail to meet any statutory deadline set by the State of Wisconsin.

**2.02 RESPONSIBILITIES OF THE TOWN OF BRIGHTON.** The Town of Brighton, by performing the following, shall assist the Village of Pleasant Prairie in providing assessing services:

- A.** The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with monthly building permit reports listing all building permits issued by the Town of Brighton within 15 days after the last day of the month in which the permits were issued.
- B.** The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with certified copies of any zoning changes, land divisions or parcel combinations, or recorded final plats that are approved by the Town of Brighton within 15 days of the effective date.
- C.** The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with monthly listings of all fire reports involving property located within the Town of Brighton within 15 days after the last day of the month in which the events occurred.
- D.** The Town of Brighton shall provide the Village of Pleasant Prairie Assessor's Office with any information regarding the acquisition or disposition of real property by the Town of Brighton and, to the extent the Town is knowledgeable, by County of Kenosha within 30 days of the event.
- E.** The Town of Brighton shall promptly review and not, unnecessarily, delay or deny approval of any reports prepared by the Village of Pleasant Prairie on the behalf of the Town of Brighton.
- F.** The Town of Brighton shall provide Village of Pleasant Prairie assessment personnel a work space of sufficient size to efficiently meet with the public, during mutually agreed upon times, with access to a sufficient number of tables, chairs, and telephones for their use.
- G.** The Town of Brighton shall appoint a local Board of Review. The Town of Brighton shall also bear the entire cost of the annual Board of Review proceedings with the exception of the functions of the Assessor.
- H.** The Town of Brighton shall recognize that the employees of the Village of Pleasant Prairie are public employees and that any concerns over performance or work shall be addressed to the Pleasant Prairie Village Administrator.
- I.** The Town of Brighton shall pay for services rendered by the Village of Pleasant Prairie.

## **ARTICLE III**

**3.01 FINANCIAL CONDITIONS OF THE AGREEMENT.** The following contains the financial conditions and consideration of the Agreement:

- A.** All costs for services rendered will be made on a “per parcel, per account” basis, referring to all parcels of real estate, mobile homes, and personal property accounts.
- B.** The Village of Pleasant Prairie shall, in all years, prepare and submit an operating budget by September 1 of the year prior to the budget year. The per parcel/account allocation of expenses shall be provided by September 1 and shall be based upon the number of parcels/accounts within the Town of Brighton, and any other participating municipality, as of January 1 of the current calendar year.
- C.** Payment for services by the Village of Pleasant Prairie shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month.
- D.** Revenue from the Property Record Maintenance Fee program shall be made to and received by the Village of Pleasant Prairie Treasurer by the 10th of each month subsequent to the month of collection by the Town of Brighton.
- E.** The Village shall not increase the operating budget for services by more than the cost of living index for small metro areas, Class Size C, as defined by the U.S. Department of Commerce, Bureau of Labor Statistics. The exceptions to this cap are as follows:
  - 1. Health and Dental Insurance.
  - 2. Wage and Salary Settlements that are beyond the control of the Village of Pleasant Prairie.
  - 3. Contractual services necessary to provide data processing or database administration.
  - 4. Growth in parcel count beyond the existing capabilities of current staff for assessing purposes.
- F.** The Village of Pleasant Prairie shall provide an audit of the assessing department's revenues and expenditures before June 30 of each year along with any refund calculated on a per parcel basis on the previous years parcel count.

- G.** During years in which there are mandatory property tax levy restraints or local property tax rate restraints, any refund will be wholly or partially deposited into a fund balance account to provide future funding in the event the Town of Brighton grows in parcel count greater than their growth of any benchmark used to constrain the growth of the Town of Brighton's property tax levy or local tax rate. Upon lapsing of any property tax levy restraint or local property tax rate restraint, the Village of Pleasant Prairie will return any fund balance to the Town of Brighton less any specific amount used on the behalf of the Town of Brighton to offset the effects of any levy or rate restraint, or any amount previously distributed.
  
- H.** During times in which levy limits or property tax rate restraints are in effect and while Brighton has a positive fund balance, a portion of Brighton's fund balance account can be distributed back to the Town of Brighton by crediting the future year's budgeted dollar amount for assessment service by an amount equal to 20% of Brighton's current year's fund balance amount..

#### **ARTICLE IV**

- 4.01 PERSONNEL.** Personnel matters between the Village of Pleasant Prairie and the Town of Brighton.
  - A.** The Village of Pleasant Prairie shall have sole discretion over all personnel matters within the assessing department as it relates to recruitment, training, discipline, or termination.
  
  - B.** All conflicts with the assessing department personnel shall be reported to the Village Assessor or the Pleasant Prairie Director of Human Resources. The Village of Pleasant Prairie will provide the Town of Brighton with a report on the matter but will not release any personnel information or specifics that would be contained or placed in a Village of Pleasant Prairie personnel file.



## **ARTICLE V**

### **5.01 TERM.**

- A. The term of this Agreement shall be for a period of Seven (7) years beginning January 1, 2019 and ending December 31, 2025, except as provided below in Paragraph B.
- B. Notice of non-renewal must be provided by December 31, 2024, if the Town of Brighton wishes to withdraw from the assessing Agreement. Upon receipt of a notice to withdraw, the Village of Pleasant Prairie shall have the right to negotiate with other municipalities to fill the space held by the Town of Brighton. If the Town of Brighton should reverse its decision and choose to re-enter the assessing consortium after its space has been filled, and if the Village of Pleasant Prairie agrees to renew the contract, the Town of Brighton would be required to pay any additional costs incurred by the Village of Pleasant Prairie because of dysfunctional economies of scale.
- C. Any withdrawal notice sent to the Village of Pleasant Prairie shall be delivered to the Village Clerk, or mailed to such Clerk by certified mail, return receipt requested. Any notice to the Village of Pleasant Prairie shall be addressed as follows:

Clerk, Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158

## **ARTICLE VI**

### **6.01 ENFORCEMENT OF AGREEMENT.**

- A. This Agreement shall be enforceable in the Wisconsin courts, although the parties may, (but are not obligated), to consent to the issue being mediated and/or arbitrated.
- B. Opportunity to Cure Breach. In the event that any party to the Agreement believes any other party to this Agreement has breached this Agreement, the complaining party shall give notice to the other parties specifying in detail the conduct that is believed to constitute a breach and specifying the paragraph(s) of this Agreement that are involved. The party receiving such notice shall have sixty (60) days to cure such breach from the effective date of the notice. If a breach is timely cured, no right of action or remedy shall accrue.

## **ARTICLE VII**

### **7.01 ADMINISTRATION OF AGREEMENT.**

- A. This Agreement shall be administered on behalf of the Village of Pleasant Prairie by the Village Administrator or the Administrator's designee and on behalf of the Town of Brighton by the Town Chairperson or the Town Chairperson's designee.

## **ARTICLE VIII**

### **8.01 ASSIGNMENT.**

- A. This Agreement shall not be assigned by either party to this Agreement without prior written approval of the other party.

## **ARTICLE IX**

### **9.01 SEVERABLE PROVISIONS.**

- A. The provisions of this Agreement, and the parts of each such provision, shall be severable. In the event that any provision of this Agreement, or any part of any such provision, is held by a court of competent jurisdiction to be invalid or ineffective, the balance of this Agreement shall be binding on the parties.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below written.

Town of Brighton, Wisconsin

By: [Signature]  
John Kiel, Town Chairperson

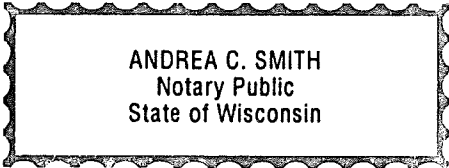
Date: 2/14/18

ATTEST:

[Signature]  
Linda Perona, Town Clerk

STATE OF WISCONSIN )  
                                  ) SS:  
COUNTY OF KENOSHA )

Personally came before me this 14<sup>th</sup> day of February, 2018, John Kiel, Town Chairperson, and Linda Perona, Town Clerk, of the Town of Brighton, Wisconsin, to me known to be the persons who executed the foregoing Agreement, and to me known to be such Town Chairperson and Town Clerk of said Town, and acknowledged that they executed the foregoing Agreement as such officers of said Town, by its authority.



[Signature]  
Andrea C. Smith  
Notary Public, Kenosha County, Wisconsin  
My commission expires/is: 02/16/18

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## VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

### Tax Increment District No. 7

#### (Stateline 94 Corporate Park Project)

This “Summary of Project Terms” outlines the proposed terms of the funding for public improvements associated with the Project (as defined below). This Summary of Project Terms does not purport to summarize or contain all the conditions, covenants, representations, warranties and other provisions that would be contained in the related definitive legal documents. The binding terms of any such transaction shall be evidenced only by definitive documents executed by all parties which memorialize the entire agreement among the parties at the financial closing. This Summary of Project Terms does not constitute a commitment and is subject, among other things, to due diligence, credit approval and definitive legal documentation acceptable to the parties.

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#### Summary of Project Terms

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<b>Village:</b>	The Village of Pleasant Prairie, Wisconsin (the “Village”) will coordinate the creation of Tax Increment District No. 7 with the Developer. The Village does not expect to issue any public debt in connection with the proposed creation of Tax Increment District No. 7 (“TID #7”).
<b>Developer:</b>	Riverview Group, LLC (together with its affiliates and assigns, the “Developer”), an Illinois Limited Liability Company, will be the Developer of the Project.
<b>Financial Advisor:</b>	Alpine Valley Advisors will serve as independent municipal advisor to the Village.
<b>Bond Counsel:</b>	Quarles & Brady, LLP will serve as bond counsel to the Village.
<b>Developer’s Counsel:</b>	Guttormsen & Hartley, LLP will serve as counsel to the Developer.
<b>The Project:</b>	The Project is an industrial development on approximately 297.5 acres generally between 110 <sup>th</sup> & 122 <sup>nd</sup> Street and east of E. Frontage Road, in Pleasant Prairie, Wisconsin, and being referred to as Stateline 94 Corporate Park (the “Project”). The Project, as currently designed, will consist of 5 industrial buildings to be phased in between 2018 and 2023. Legal descriptions are attached as Exhibit C.
<b>Developer Funded Public Improvements:</b>	With the exception of the regional water line adjacent to the west side of Pleasant Prairie Premium Outlets and extending to the southern property limits, the Developer will pay for all improvements within TID #7 in connection with the Project as detailed in the table below (the “Developer Funded Public Improvements”). Upon certification and review of all public improvement costs by the Village and its Counsel, the Village will issue a Developer Revenue Bond to the Developer to provide reimbursement of all or a portion of the Developer Funded Public Improvements. The current estimated list of projects and approximate costs are outlined in the table below.

Project	Total Project Cost	Phase I - Building E	Phase II - Buildings C&D	Phase III - Buildings A&B
<b>Roads</b>				
120th Ave N of 122nd Street to Center Section South Property Line (1,200')	516,920	516,920	-	-
120th Ave S of 122nd Court to Center Section South Property Line (2,000')	731,888	-	731,888	-
122nd Street (ML) East to Eastern Property Line (1,350')	741,566	741,566	-	-
116th Street / North Cul de Sac	2,053,405	-	-	2,053,405
Center Cul de Sac	632,994	-	632,994	-
<b>Subtotal Roads</b>	<b>4,676,773</b>	<b>1,258,486</b>	<b>1,364,882</b>	<b>2,053,405</b>
<b>Subtotal Sanitary Sewer</b>	<b>4,502,880</b>	<b>4,502,880</b>	-	-
<b>Special Assessments</b>				
Proposed Offsite Village Road Improvement Share (Roundabout and Lift Station)	1,742,000	-	-	1,742,000
<b>Subtotal Special Assessments</b>	<b>1,742,000</b>	-	-	<b>1,742,000</b>
<b>Water</b>				
Municipal Water - 16" Regional Line	2,665,639	2,665,639	-	-
Municipal Water - 12" Park Line	230,919	-	-	230,919
Village Contribution for 16" Regional Line (to South Side of Outlet Mall)	(1,076,523)	(1,076,523)	-	-
<b>Subtotal Water</b>	<b>1,820,035</b>	<b>1,589,116</b>	-	<b>230,919</b>
<b>Subtotal Sitework, Grading and Stormwater</b>	<b>7,257,208</b>	<b>2,564,178</b>	<b>2,325,250</b>	<b>2,367,780</b>
<b>TOTAL AMOUNT OF DEVELOPER REVENUE BOND</b>	<b>19,998,896</b>	<b>9,914,660</b>	<b>3,690,132</b>	<b>6,394,104</b>

Third Party Sources of Future Funding	Total Potential Funding	Phase I - Building E	Phase II - Buildings C&D	Phase I - Buildings A&B
County Contribution for ML	(741,566)	(741,566)	-	-
TEA Grants	(3,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
<b>Third Party Sources</b>	<b>(3,741,566)</b>	<b>(1,741,566)</b>	<b>(1,000,000)</b>	<b>(1,000,000)</b>

Note: Developer Revenue Bond will be reduced by the receipt of any County Contribution or TEA Grant.

### Tax Increment District No. 7:

The Village will establish Tax Increment District No. 7 ("TID #7") as an Industrial Tax Increment District under Wisconsin Statutes 66.1105 for the purpose of capturing incremental taxes to pay for public infrastructure costs, including the Developer Revenue Bond. It is noted that under current Wisconsin law, an industrial tax increment district has an expenditure period that runs for 15 years, a maximum 20 year life before extensions and a maximum life if a 3 year extension is granted of 23 years. The Developer agrees that it will not request an extension beyond the initial 20 year life of TID #7.

### Developer Revenue Bond:

On or before October 1<sup>st</sup> of each year until October 1, 2028, Developer shall provide the Village with a statement of the eligible project costs incurred by Developer over the preceding 12-month period. Upon confirmation of the eligibility of public project costs and action by the Village Board, the Village will deliver a Developer Revenue Bond to the Developer that will accrue interest at a rate of [7%] per annum, compounded annually and calculated on the basis of a 30/360 day count. It is currently estimated that the Developer Revenue Bond will be issued on October 1, 2018, based on eligible project costs incurred by the Developer following the creation of TID #7 in 2018, and may subsequently be increased on October 1<sup>st</sup> of each year ending October 1, 2028 to include such additional eligible project costs incurred by the Developer during the preceding year provided that the Developer Revenue Bond shall have an aggregate principal amount not to exceed [\$19,998,896].

\*Preliminary, subject to change.

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THIS SUMMARY OF TERMS IN WHOLE OR IN PART IS NOT INTENDED TO BE AN OFFERING OF SECURITIES. INDICATIONS OF INTEREST AND ORDERS FOR SECURITIES CAN ONLY BE SOLICITED UTILIZING A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT.

**To the extent that the Developer, in cooperation with the Village, is able to obtain any funds from Kenosha County or the State of Wisconsin (TEA Grants), the balance of the Developer Revenue Bond will be reduced by the amount of such funds. The reduction will occur on the date that the funds are received by the Developer.**

The Developer will be responsible to pay all the Village's out of pocket expenses associated with the issuance of the Developer Revenue Bond and subsequent increases in the Developer Revenue Bond, including legal and advisory costs and for any amendments that are necessary as a result of any changes to the Project Plan. Such fees and expenses will be due on the issue date of the Developer Revenue Bond, and subsequently on any date that the Developer Revenue Bond amount is increased due to the addition of eligible project costs. Please see Exhibit A for an estimate of the payment schedule and amortization on the Developer Revenue Bond based on the estimated projects descriptions and costs found under "Developer Funded Public Improvements" above and Exhibit B for an estimate of the cash flow to be derived from TID #7, based on current assumptions.

**Development Agreement:** The Village and the Developer shall have executed a Development Agreement in a form satisfactory to the Village and its counsel and approved by the Village Board prior to final approval and certification of TID #7 by the Village Board. Project costs incurred under the Pre-Development Agreement will not be reimbursed by the Tax Increment District.

**Maturity and Amortization:** The Developer Revenue Bond will be paid by any excess tax collections of TID #7, after payment of eligible Village expenses related to TID #7. Payments on the Developer Revenue Bond will commence on October 1, 2019, to the extent that there are funds available for payment and such funds are appropriated by the Village Board for payment of the Bond. If funds are not available for payment of principal and interest on the Developer Revenue Bond or funds are not appropriated by the Village Board, the balance of the Developer Revenue Bond principal amount will be increased by any such shortfall in principal and interest. The only source of payment for the Developer Revenue Bond is the cash flow derived from TID #7. The Village is under no obligation to make payments of any kind to the Developer should there be insufficient tax collections in TID #7 and all payments are subject to annual appropriation by the Village Board.

**Optional Redemption:** The Village will have the option to call the Developer Revenue Bond at par, plus accrued and unpaid interest to the date of such redemption, at any time on or after October 1, 2023 with 30 days notice.

**Flow of Funds:** From tax increment collections in TID #7, the Village will utilize the funds in the following order of priority:

- First, to pay any eligible expenses of the Village related to TID #7;
- Second, to pay interest on the Developer Revenue Bond;
- Third, to reduce the principal amount of the Developer Revenue Bond until such time as the balance is \$0.

**Conditions Precedent  
To Issuing Developer  
Revenue Bond:**

Conditions which must be satisfied prior to issuance of the Developer Revenue Bond, include but are not limited to, the following:

- A) Publicly Funded Improvements costs are incurred and verified;
- B) Executing and recording memo of Development Agreement;
- C) Execution of Development Agreement and other Village required documentation;
- D) TID #7 is established by the Village and approved by the Joint Review Board;
- E) Completed TIA report;
- F) Approval of certified survey map including dedication of land and easements;
- G) Approval of declaration and property owners association;
- H) Issuance of letter of credit or payment and performance bonds for public projects;
- I) All necessary legal documents and due diligence is completed and executed to the satisfaction of the Village in its reasonable discretion; and
- J) All applicable material governmental permits and approvals are in place.

**General Conditions:**

The Developer & the Village Agree:

- (A) There will be no change in zoning in TID #7;
- (B) The Village will not issue any general obligation debt supported by tax collections of TID #7 to support public infrastructure costs related to the Project in TID #7;
- (C) After eligible Village expenses are reimbursed to the Village and subject to annual appropriation by the Village Board, the Developer will be entitled to all of the remaining TID #7 tax collections only until the Developer Revenue Bond has been paid in full, for a period of up to 20 years from the creation date, with no extension;
- (D) At the time the improvement is necessary for the development, the Village will extend and pay for a 16" municipal water line on the west side of and to the south property line of the Pleasant Prairie Premium Outlets estimated at an approximate cost of \$1,076,523;
- (E) The Village will assist the Developer in obtaining one or more Wisconsin Department of Transportation Transportation Economic Assistance ("TEA") Grants. It is understood that the Developer bears 100% of the risk of any grant application and will receive 100% of the proceeds of any award granted;
- (F) The Village agrees to cooperate with any requests made by the Developer to Kenosha County related to funding improvements to be made to County Highway ML (122<sup>nd</sup> Street). The Village is not



obligated to pay for any such improvements and the Developer takes 100% of the risk of any such request for funds from the County for such improvements; and

(G) The Developer will provide \$1,742,000 for the roundabout improvements to be made at State Highway 165/East Frontage Road/116<sup>th</sup> Street and the Highway 165 sanitary sewer lift station .

**Additional General Conditions:**

All provisions of this Summary are intended to be, and will be construed as, expressions of intent only based on current Project plans. This Summary does not contain all provisions which would be contained in definitive agreements for the Project described herein, all of which must be satisfactory in form and substance to each of the parties and their respective legal advisors and approved by the Village Board of the Village of Pleasant Prairie, and none of which will become binding upon the parties until executed and delivered. This Summary supersedes any prior agreements between the parties with respect to the subject matter hereof.

**Agreed and Accepted:**

**VILLAGE OF PLEASANT PRAIRIE**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: February \_\_\_\_, 2018

**RIVERVIEW GROUP, LLC**

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

Printed Name: Roy Segura \_\_\_\_\_

Title: Authorized Signatory \_\_\_\_\_

Dated: February 27<sup>th</sup>, 2018

## Exhibit A

Developer Revenue Bond Aggregate							
Date	Principal	7% Interest*	Interest Paid	Total Payments	Revenues	Infrastructure Cost	Balance
10/1/2018						9,914,660	9,914,660
10/1/2019		694,026	-	-	-		10,608,686
10/1/2020		742,608	713,170	713,170	713,170	3,690,132	14,328,256
10/1/2021		1,002,978	724,095	724,095	724,095		14,607,139
10/1/2022	414,934	1,022,500	1,022,500	1,437,434	1,437,434	6,394,104	20,586,309
10/1/2023	38,038	1,441,042	1,441,042	1,479,080	1,479,080		20,548,271
10/1/2024	109,618	1,438,379	1,438,379	1,547,997	1,547,997		20,438,653
10/1/2025	127,764	1,430,706	1,430,706	1,558,470	1,558,470		20,310,889
10/1/2026	142,241	1,421,762	1,421,762	1,564,004	1,564,004		20,168,647
10/1/2027	151,073	1,411,805	1,411,805	1,562,878	1,562,878		20,017,574
10/1/2028	165,869	1,401,230	1,401,230	1,567,099	1,567,099		19,851,706
10/1/2029	185,265	1,389,619	1,389,619	1,574,884	1,574,884		19,666,441
10/1/2030	203,580	1,376,651	1,376,651	1,580,231	1,580,231		19,462,861
10/1/2031	221,864	1,362,400	1,362,400	1,584,264	1,584,264		19,240,998
10/1/2032	245,461	1,346,870	1,346,870	1,592,330	1,592,330		18,995,537
10/1/2033	266,864	1,329,688	1,329,688	1,596,551	1,596,551		18,728,673
10/1/2034	302,521	1,311,007	1,311,007	1,613,529	1,613,529		18,426,152
10/1/2035	319,196	1,289,831	1,289,831	1,609,026	1,609,026		18,106,956
10/1/2036	348,574	1,267,487	1,267,487	1,616,061	1,616,061		17,758,382
10/1/2037	380,103	1,243,087	1,243,087	1,623,190	1,623,190		17,378,279
10/1/2038	406,710	1,216,480	1,216,480	1,623,190	1,623,190		16,971,569
	4,029,674	25,140,155	24,137,808	28,167,482	28,167,482	19,998,896	

\*Preliminary, subject to change.

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Exhibit B

<b>Village of Pleasant Prairie</b>		
<b>Cash Flow Projections - TID No. 7 - Stateline 94 Corporate Park - Industrial</b>		
Creation Year:	2018	
Resolution Date:		
Expenditure Period Ends:		
Termination Date:		
Last Collection Year:		
Extension Available:		

**No Village Debt: 100% Developer Revenue Bond for all Phases**

Date Prepared:	Taxable Incremental Value		For Collection Year	Tax Rate	Tax Increment Collections	Eligible Village Expenses	Less Debt Service Payment	AGGREGATE Revenue Bond* Dated 10/01/18	Fund Balance 12/31	For Collection Year
	2/26/18	Value as of 01/01								
	2016	2017	2018		0			9,914,660	0	2018
	2017	2018	2019		0			10,608,686	0	2019
	2018	2019	2020	20.189	723,170	(10,000) (E)	(713,170)	14,328,256	0	2020
	2019	2020	2021	20.484	734,095	(10,000) (E)	(724,095)	14,607,139	0	2021
	2020	2021	2022	20.920	1,442,434	(5,000) (E)	(1,437,434)	20,586,309	0	2022
	2021	2022	2023	21.524	1,484,080	(5,000) (E)	(1,479,080)	20,548,271	0	2023
	2022	2023	2024	16.557	1,552,997	(5,000) (E)	(1,547,997)	20,438,653	0	2024
	2023	2024	2025	16.642	1,560,970	(2,500) (E)	(1,558,470)	20,310,889	0	2025
	2024	2025	2026	16.701	1,566,504	(2,500) (E)	(1,564,004)	20,168,647	0	2026
	2025	2026	2027	16.689	1,565,378	(2,500) (E)	(1,562,878)	20,017,574	0	2027
	2026	2027	2028	16.734	1,569,599	(2,500) (E)	(1,567,099)	19,851,706	0	2028
	2027	2028	2029	16.817	1,577,384	(2,500) (E)	(1,574,884)	19,666,441	0	2029
	2028	2029	2030	16.874	1,582,731	(2,500) (E)	(1,580,231)	19,462,861	0	2030
	2029	2030	2031	16.917	1,586,764	(2,500) (E)	(1,584,264)	19,240,998	0	2031
	2030	2031	2032	17.003	1,594,830	(2,500) (E)	(1,592,330)	18,995,537	0	2032
	2031	2032	2033	17.048	1,599,051	(2,500) (E)	(1,596,551)	18,728,673	0	2033
	2032	2033	2034	17.229	1,616,029	(2,500) (E)	(1,613,529)	18,426,152	0	2034
	2033	2034	2035	17.181	1,611,526	(2,500) (E)	(1,609,026)	18,106,956	0	2035
	2034	2035	2036	17.266	1,618,561	(2,500) (E)	(1,616,061)	17,758,382	0	2036
	2035	2036	2037	17.332	1,625,690	(2,500) (E)	(1,623,190)	17,378,279	0	2037
	2036	2037	2038	17.332	1,625,690	(2,500) (E)	(1,623,190)	16,971,569	0	2038
					28,237,482	(70,000)	(28,167,482)			

(E) Estimated, actual expenses to be reimbursed to the extent eligible under Wisconsin statutes.  
 \* Estimated. The amount of the revenue bond will be increased each year until 2022 to include actual expenditures by Developer for eligible project costs incurred during the preceding year.  
 Base Value = \$  
 Appreciation Rate for Taxable Incremental Value 0%

\*Preliminary, subject to change.

Exhibit C - Legal Descriptions

**248.886 Acres**

PART OF THE SOUTH 1/2 OF SECTION 30 AND THE NORTH 1/2 OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 85.06 FEET AND TO THE **POINT OF BEGINNING** OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF SAID SECTION 30, 1138.94 FEET AND TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 3 DEGREES 04 MINUTES WEST ALONG AND UPON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS THE SAME WAS PREVIOUSLY DEFINED IN OLDER SURVEYS), 2636.8 FEET AND TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS ESTABLISHED IN A 1950 SURVEY BY FORMER COUNTY SURVEYOR, H.S. SOUTHMAYD); THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ALONG AND UPON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 1331.1 FEET AND TO THE CENTER OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 59 MINUTES EAST ALONG AND UPON THE NORTH AND SOUTH 1/4 LINE THROUGH SAID SECTION 30, 880.0 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS EAST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 2650.0 FEET AND TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 24 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 441.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1322.75 FEET AND TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 43 MINUTES 30 SECONDS EAST ALONG AND UPON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1323.0 FEET AND TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 3 DEGREES 08 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1340.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1314.5 FEET AND TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 1805.13 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, 591.0 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 659.92 FEET AND TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY "94"; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 285.56 FEET AND TO A JOG IN SAID LINE; THENCE SOUTH 87 DEGREES 54 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 20.00 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 446.0 FEET AND TO THE **POINT OF BEGINNING**. EXCEPTING THEREFROM THAT PART CONVEYED BY WARRANTY DEED DATED

APRIL 7, 1988 AND RECORDED APRIL 8, 1988 IN VOLUME "1307" RECORDS, PAGE 97, DOCUMENT NUMBER 798506, AND THAT PART DESCRIBED IN AWARD OF DAMAGES DATED NOVEMBER 8, 2001 AND RECORDED ON DECEMBER 18, 2001 AS DOCUMENT NO. 1246280, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

**28.385 Acres**

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION, N89°34'33"W 330.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE CONTINUE N89°34'33"W ALONG AND UPON THE SOUTH LINE OF SAID QUARTER SECTION, 515.78 FEET; THENCE N00°25'27"E 60.00 FEET AND TO THE NORTH RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY "ML" (122ND STREET); THENCE N89°34'33"W ALONG AND UPON SAID RIGHT OF WAY LINE, 202.04 FEET AND TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE N70°58'17"W ALONG AND UPON SAID RIGHT OF WAY LINE, 273.56 FEET AND TO THE EAST RIGHT OF WAY LINE FOR THE FRONTAGE ROAD FOR INTERSTATE HIGHWAY I-94; THENCE N02°12'00"E ALONG AND UPON SAID EAST LINE, 1181.34 FEET AND TO THE NORTH LINE OF THE SOUTH HALF OF SAID QUARTER SECTION; THENCE S89°55'15"E ALONG AND UPON SAID NORTH LINE, 946.23 FEET; THENCE S03°13'20"E 1335.76 FEET AND TO THE **POINT OF BEGINNING**. AND SUBJECT TO A PUBLIC HIGHWAY OVER AND ACROSS THE MOST SOUTHERLY 33.00 FEET THEREOF.

**20.225 Acres**

PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THE AFORESAID NORTHEAST QUARTER SECTION; THENCE N89°36'18"E ALONG AND UPON THE SOUTH LINE OF SAID NORTHEAST QUARTER SECTION, 329.17 FEET; THENCE N03°09'52"W ALONG AND UPON A LINE OF IRON PIPES FOUND MARKED, 1338.13 FEET AND TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER SECTION; THENCE S89°30'59"W ALONG AND UPON SAID NORTH LINE, 324.88 FEET AND TO THE WEST LINE OF SAID QUARTER SECTION; THENCE S89°55'15"W ALONG AND UPON THE NORTH LINE OF THE SOUTH HALF OF THE AFORESAID NORTHWEST QUARTER SECTION, 335.50 FEET; THENCE S03°13'20"E 1335.76 FEET AND TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER SECTION; THENCE S89°34'33"E ALONG AND UPON SAID SOUTH LINE, 330.00 FEET AND TO THE **POINT OF BEGINNING**. AND SUBJECT TO A PUBLIC HIGHWAY OVER AND ACROSS THE MOST SOUTHERLY 33.00 FEET THEREOF.



# MEMORADUM

TO: Tom Shircel, Interim Village Administrator

FROM: Matthew Fineour, Village Engineer

CC: Jane Snell, Village Clerk

SUBJ: Beverly Woods Storm Water Improvements  
Design Services Agreement

DATE: February 26, 2018

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## **Background:**

Beverly Woods Subdivision is located north of 85<sup>th</sup> Street bounded by 43<sup>rd</sup> Avenue on the east, 83<sup>rd</sup> Street on the north, Cooper Road to the west, and 85<sup>th</sup> Street on the south. The Subdivision was platted in the 1970's with rural cross-section roadways. The subdivision contains an older storm sewer system with no design or record drawing information available. Around the year 2000, storm water improvements were designed by Crispell-Snyder, Inc. for the Village. The design contained two construction phases. The first phase was constructed along 43<sup>rd</sup> Avenue and Beverly Lane providing an outlet to the 85<sup>th</sup> Street storm sewer system, which discharges to an existing dry detention facility. A preliminary design was completed for the second phase of the storm water improvements in 2002, however, this phase was not constructed.

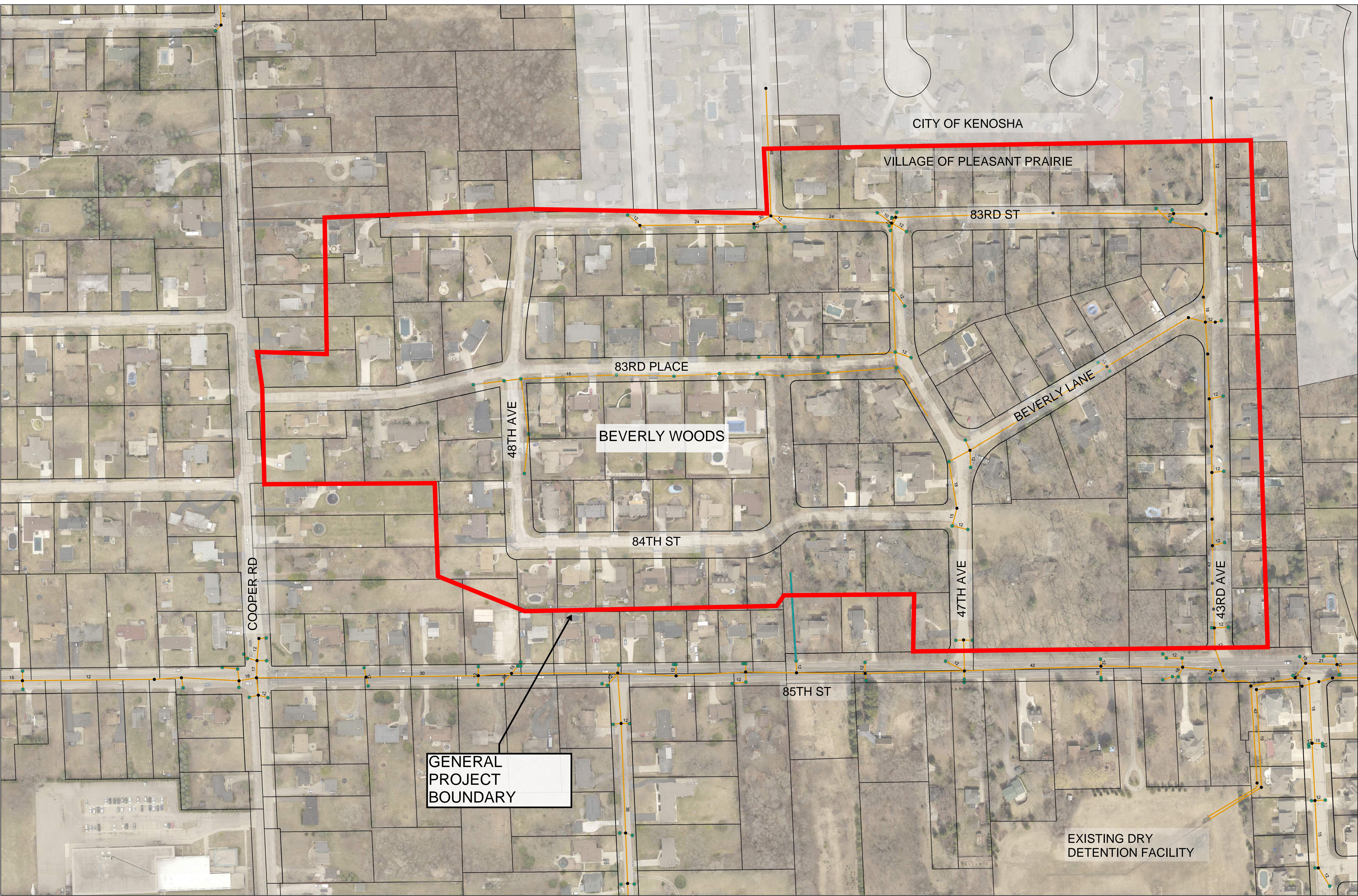
The Village Public Works Department is scheduling the subdivision roads to be repaved, which will require additional storm water improvements to be completed prior to the roadwork. A consultant is being retained to provide site surveying, drainage analysis and design, and prepare construction plans for additional storm water improvements for the subdivision.

The design service agreement for the Beverly Woods Storm Water project is a time and material contract with an estimated total cost of \$40,000.

## **Recommendation:**

It is recommended that the Village Board approve the Professional Service Agreement with Cedar Corporation for \$40,000. The project is budgeted from the Clean Water Utility.

Attachments: Project Overview Map  
Professional Service Agreement



CITY OF KENOSHA

VILLAGE OF PLEASANT PRAIRIE

83RD ST

83RD PLACE

BEVERLY WOODS

BEVERLY LANE

84TH ST

COOPER RD

48TH AVE

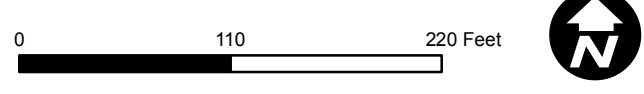
47TH AVE

43RD AVE

85TH ST

GENERAL PROJECT BOUNDARY

EXISTING DRY DETENTION FACILITY



1 inch = 100 feet

BEVERLY WOODS STORM WATER



Proposal  
to provide  
Professional Engineering Design Services  
for  
Beverly Woods Storm Water Improvements







February 19, 2018

Matthew J. Fineour, P.E., Village Engineer  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
mfineour@plprairiewi.com

Dear Mr. Fineour:

Thank you for the opportunity to provide our proposal for design services for the Beverly Woods Storm Water Improvements project. We are confident that we understand the expectations and scope of this Project and have the resources to complete it in a timely, cost effective, and professional manner.

Cedar Corporation has over 42 years of experience providing clients with design services similar to the proposed work for the Beverly Woods Storm Water Improvements project. We have completed numerous storm water design projects that include many of the same elements that will be required for this project.

Our approach focuses on:

- Quality, knowledgeable professional services
- Timely communication, to the point of no surprises
- Integration of specialists in planning, engineering, construction services, operation and maintenance, and financing from the beginning to the end
- Single-source (one person) client management
- Responsiveness that reflects the client's sense of urgency
- Proactive, innovative concepts/designs

Our qualifications and experience are included in the attached submittal. We look forward to working with the Village of Pleasant Prairie on this very important project. Please call me directly if you have any questions at 262-204-2341.

Sincerely,

CEDAR CORPORATION

Ronald Dalton, P.E.  
Director/Office Manager  
ron.dalton@cedarcorp.com



## PROFESSIONAL SERVICES

Since 1975  
85 Employees  
4 Office Locations  
Full-Service Design Firm

- CIVIL/MUNICIPAL ENGINEERING
- SURVEYING/GPS/GIS
- ARCHITECTURE
- WASTEWATER SERVICES
- TRANSPORTATION
- STRUCTURAL ENGINEERING
- WATER RESOURCE SERVICES
- ENVIRONMENTAL SERVICES
- LANDSCAPE ARCHITECTURE
- GRANTS/FUNDING ASSISTANCE
- PLANNING/ECONOMIC DEVELOPMENT



# Corporate Profile

## OVERVIEW

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

## SERVICES

Cedar Corporation is a professional service firm with disciplines in engineering, architecture, environmental repair, planning, landscape architecture, and land surveying. Founded in 1975, the company has grown in size and stature to its present staff of 85. Our staff is dedicated to the principles on which the firm was developed: professionalism, state-of-the-art technology, and exemplary service to clients. We have continued to grow because of our commitment to comprehensive service and good communication with our clients.

## STAFF RESOURCES

Our staff resources include 18 Professional Engineers, 3 Licensed Wastewater Treatment Facility Operators, 2 Licensed Water System Operators, 3 Professional Land Surveyors, 6 Planners, 1 Economic Development Specialist, 2 Registered Architects, 1 Interior Designer, 1 Registered Landscape Architect, 3 Professional Geologists, 4 Environmental Specialists, 1 Hazardous Materials Manager, and a strong support staff of technicians and administrative personnel. All of these individuals take pride in continuing education course work to stay abreast of current developments within their professions. To provide a work setting that meets the challenges of the industry, as well as the skill levels of the employees, the company maintains a state-of-the-art computer network and related technology.

## LOCATION

Cedar Corporation's corporate headquarters is located in Menomonie, Wisconsin. To better serve our clients, we have additional offices located in Madison, Green Bay, and Cedarburg, Wisconsin.

## PHILOSOPHY

Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects. We recognize that our clients are most concerned with three major issues as they engage the services of consultants – quality, timeliness, cost.

### Quality

Cedar Corporation is committed to providing our clients with the best solutions, satisfying the programmatic parameters. We strive to provide the best service to our clients by promoting excellence within our own firm.

### Timeliness

Equal in importance to quality is timeliness. This is critical for the client in making swift and accurate decisions regarding project development. The success or demise of a project is tied directly to the timing of the documents necessary for funding, municipal approvals, and construction. As important as any design issue is scheduling; we have the flexibility to mobilize our resources according to the demands of the project and maintain continuity of its development.

### Cost

The project budget is based on the scope of services provided. Cost estimating will verify compliance with the established budgets or, in some cases, point out programmatic or design deficiencies. Through our experience and industry aids, we have an exemplary record of predicting costs of our services and of construction costs—well within industry standards.

The issues of timeliness and cost are interlocked with each one influencing the project as a whole, as well as each other. We recognize this relationship and consider each to be critical to the success of the project while also being the judge of our performance. It is this attention to our clients' concerns that sets Cedar Corporation apart from our peers—we pledge to you our commitment to excellent service.

# Scope of Services

Cedar Corporation understands the following Scope of Services to be included within the project:

## Professional Engineering Services – Design and Bidding

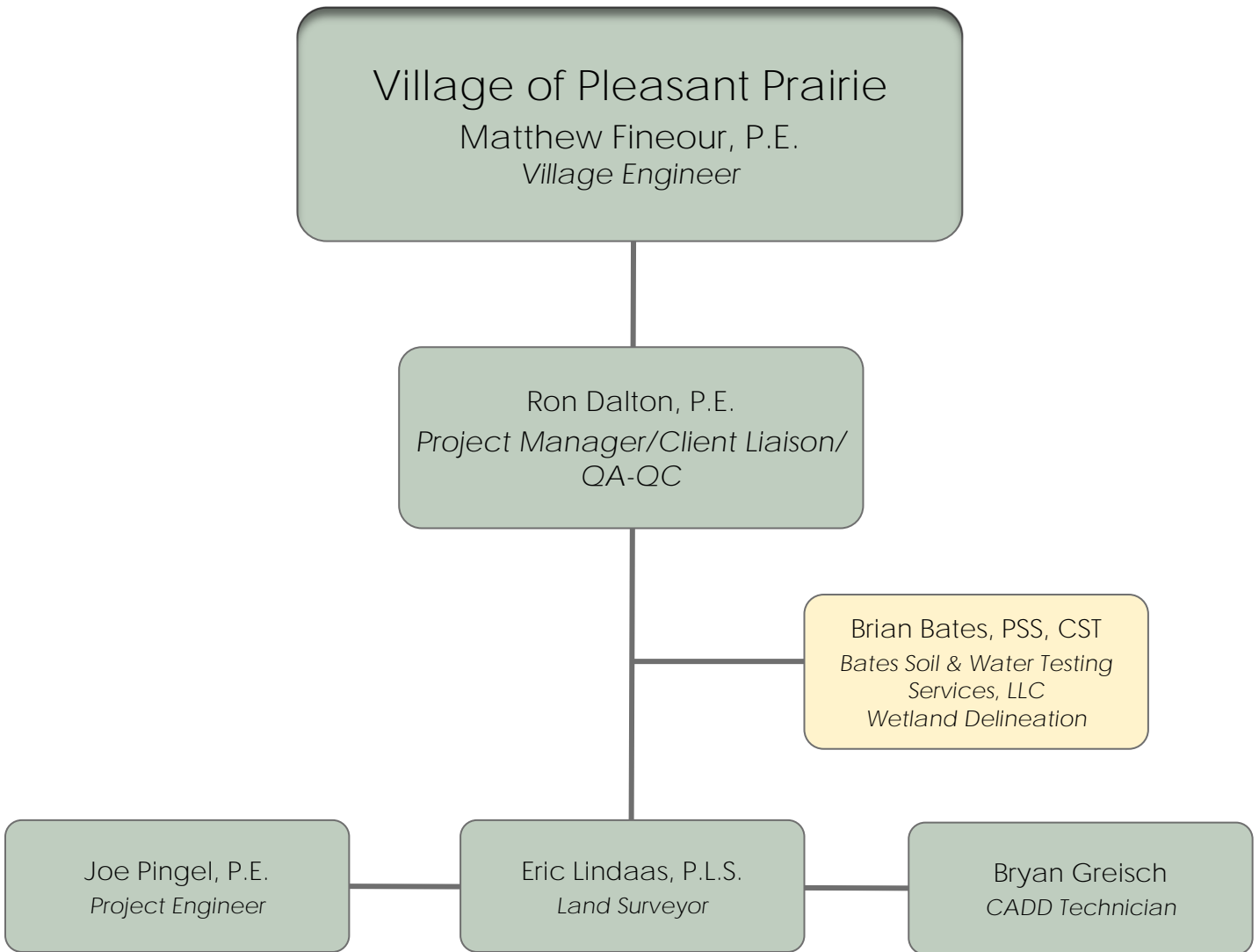
1. Perform surface field survey and field investigation (Base Design Survey in Beverly Woods Subdivision) for the preparation of plans and specifications. It is anticipated that field survey work will not be needed on 43rd Avenue and Beverly Lane where Phase I improvements were completed in 2000.
  - Survey is expected to include the entire road right-of-way areas supplemented with Kenosha County LIDAR data for interior lot topography. Upon identification of any needed yard inlets outside the right-of-way, supplemental survey will be authorized, as needed.
2. Investigate and conduct evaluations of the existing drainage conditions and design additional improvements for the drainage area.
3. Perform storm water sizing calculations and modeling as required to analyze and design the storm water improvements.
4. Prepare construction plans, specifications, bidding documents, and an opinion of construction cost for the work. Plans and specifications shall incorporate all elements of the storm water improvement design.
5. Provide wetland delineations (by a WDNR assured wetland delineator), as needed, for design preparation.
6. Provide utility notifications and plans to the affected owners of utility facilities. Consultant shall coordinate with affected utilities, review work plans of the utility facility owners, consider their schedules, and prepare any needed special provisions for utility coordination in the construction plans and contract.
7. Work in close coordination with the Village Engineering Department for design status and design review / concurrence and include a project kick-off meeting, preliminary plan meeting, 50-percent plan review meeting, and 90-percent plan review meeting.
8. Prepare storm water easement legal description(s) and exhibit(s), as may be needed.
9. Attend one open house informational meeting. Provide maps and exhibits for the informational meeting.
10. Complete permit applications and obtain all permits needed for the project.
11. Obtain construction bids, analyze the bids received, and prepare a recommendation to the Village for the award of the construction contract.
12. Attend the pre-construction meeting to represent the project design engineer.
13. Provide/release to the Village all necessary digital files for use in construction project staking layout.
14. Answer any questions and make any corrections as needed during construction to correct errors or provide clarification of the bid documents.

Note: The Village will prepare the engineer's report for special assessment (including the assessment schedule), order title reports, provide mailings to property owners, and obtain easements as necessary for the project.

## SCHEDULE

It is anticipated that the contract for the selected consultant will be brought forth to the March 5, 2018 Village Board meeting for consideration of approval. Upon contract approval, the consultant shall immediately start work on the project.

# Project Team





Ronald Dalton, P.E.  
Consulting Engineer

Education  
BS in Civil Engineering:  
University of Iowa (1986)

Professional Registrations  
Wisconsin Professional Engineer

Professional Affiliations  
American Council of Engineering  
Companies  
American Public Works Association,  
Engineer & Technology  
Committee Member

Total Experience  
Since 1988

Ronald Dalton is a Consulting Engineer specializing in municipal consulting engineering. Ron is skilled in sanitary sewer planning and design, storm sewer planning and design, water distribution planning and design, urban and rural street design, storm water management, construction management, quality control review, municipal general engineering services, subdivision review, capital improvement programs, TID planning and development, municipal incorporation, sanitary sewer systems evaluation, and comprehensive drainage planning.

Areas of Expertise Include:

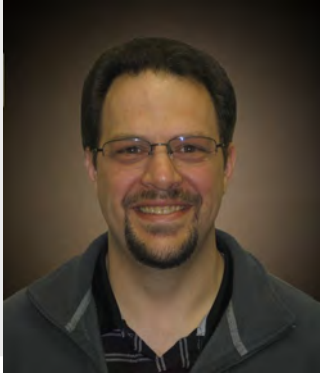
- Project Management
- Construction Management
- Planning and design of Sanitary Sewer, Storm Sewer and Water Main
- Urban and Rural street design
- Capital Improvement Planning
- TID Planning and Development
- Municipal Incorporation
- Sanitary Sewer System Evaluation and comprehensive drainage planning
- Conducting public meetings

Representative Project Experience Includes:

- *Spring Green Reconstruction, Village of Sussex, Waukesha County, WI:* Principal-in-charge for the urban reconstruction of 6,000 l.f. of roadway including all utilities and storm sewer. Project included concrete pavement, integral curb and gutter, 15-inch interceptor sewer, and water main.
- *Meinecke Avenue Storm and Sanitary Sewer, City of Wauwatosa, Milwaukee County, WI:* Principal-in-charge for a \$14 Million dollar improvements project to alleviate flooding within a portion of the city limits. Project included storm and sanitary sewer analysis, inflow and infiltration testing, storm and sanitary modeling, route analysis, trenchless water main relay, easement acquisitions, and extensive WDNR, county and MMSD permitting. Final design included 9,000 feet of 27-inch to 30-inch sanitary sewers; 5,000 feet of 108-inch and 120-inch storm sewers; and 5,000 feet of 8- to 12-inch water main relay.
- *State Trunk Highway 60/Port Washington Road Reconstruction, Village of Grafton, Ozaukee County, WI:* Principal-in-charge for the water main and sanitary sewer for reconstruction of 0.5 mile of Port Washington Road at its intersection with STH 60. The project included intersection widening, new traffic signals, and changing from a rural to an urban section with a median.
- *2006 - 2012 Paving Programs, Village of Richfield, Washington County, WI:* Client manager for the annual paving program for the village including analysis of roadways with costing analysis, approximately three miles of roadway improvements with pulverize and relays, shouldering, culvert replacements and paving fabrics.
- *TID District No. 1, Phases I-II, Village of Oostburg, Sheboygan County, WI:* Project Manager for the design of an 85-acre industrial park including 5,000 feet of urban roadway, 8,500 feet of sanitary sewer and water main, lift station and 5,400 feet of force main. This project also included a regional 4-acre storm water detention pond.



Dedication, Quality, Success



Joseph Pingel, P.E.  
*Municipal Engineer*

#### Education

BS in Civil Engineering: University of Wisconsin-Platteville (1997)

Professional Registrations  
Professional Engineer - WI

#### Certifications

WI Department of Agriculture,  
Trade & Consumer Protection -  
Drainage Engineer

Total Experience  
Since 1995

Joseph Pingel is a licensed Professional Engineer in the State of Wisconsin with over 20 years of experience in both design and construction. Mr. Pingel successfully resolves complicated challenges by efficiently and systematically breaking them down into manageable tasks and implementing the most sensible solution to each one. On the transportation side, his experiences varies from site development including parking lot design to street construction projects and on the water resources side his experience ranges from hydrologic and hydraulic analyses to Municipal Storm Water Management Plans.

#### Areas of Expertise Include:

- Street Design and Reconstruction including sanitary sewer, water main and storm sewer
- Stormwater drainage calculations, storm sewer design, storm inlet design for site development
- Municipal Separate Storm Sewer System (MS4) and Total Maximum Daily Load (TMDL) Storm Water Management Plan Calculations
- Civil/Site Design work for new or upgrades to existing building sites
- AutoCAD Civil 3D - Civil/Site design software
- Microstation, Eagle Point , HydroCAD , HY8, HEC-RAS
- Floodplain Evaluation
- Dam failure and stability analysis
- Develop emergency action plans, inspection operation and maintenance plans

#### Recent Project Experiences Include:

- Village of Bellevue: MS4 Storm Water Management Plan, Bower Creek Floodplain Study and LOMR
- Town of Clayton: MS4 Storm Water Management Plan
- Fish Creek Sanitary District: Lift Station #3 Relocation (Town of Gibraltar)
- Village of Sharon: George Street Sanitary Sewer Replacement and Pearl & South Street Lateral Replacement
- ABEN Properties: Water Tower Estates Located in West Salem
- City of Edgerton: Blaine Street and Utility Improvements, Highland and Park Street and Utility Improvements, West Side Sedimentation Basin and Drainage Improvements, Swift Street/Rollin Street Storm Sewer/Sidewalk Ramp Upgrades; Edward Avenue Improvements; Business Park Phase 3 Street and Utility Improvements; Race Track Park Road and Parking Improvements
- Village of West Salem: Neshonoc Road Regional Storm Water Control Basin, Youlon Street & Griswold Reconstruction; Hamilton Street Reconstruction
- La Crosse County: East Garland Street Extension
- Pierce County: McGrath Rent Corp Site Improvements Flood Study
- Town of Buchanan: 2016, 2015, 2014 Culvert Replacements
- School District of Glenwood City: Site Improvements Floodplain Evaluation
- Barron, Washburn and Jackson Counties: Western Dam Failure Analysis, Wisconsin Department of Administration
- Town of Whitestown: 24 Valley Road Bridge Replacement
- Town of Hamburg: Peterson Lane Bridge Replacement
- Town of Colby: Colby Factory Road Bridge Replacement
- Village of Lowell: Lowell Dam – Dam Failure and Stability Analysis
- City of Mayville: Upper and Lower Mayville Dam
- Town of Oconomowoc: Monterey Dam – Dam Failure Analysis
- City of Beaver Dam: Beaver Dam River Stabilization Project
- WIS 23 Fond du Lac to Plymouth (Building Removal), Wisconsin DOT NE Region
- City of Green Lake: Lake Street Reconstruction
- City of Fort Atkinson: STH 106 (Sherman Avenue) Sanitary Sewer & Watermain Reconstruction
- City of Middleton: Middleton Hills 6th, 7th, and 8th Additions
- Village of Germantown: River Lane Extension



Dedication, Quality, Success



Eric Lindaas, P.L.S.

*Professional Land Surveyor*

#### Education

Associate Degree in Civil Engineering: Madison Area Tech College (1998)

#### Professional Registrations

Professional Land Surveyor, State of Wisconsin

#### Professional Affiliations

Wisconsin Society of Land Surveyors.  
DOT Advisory Committee  
Plat Review Advisory Committee  
Madison Area Surveyors Council

#### Total Experience

Since 1998

Eric Lindaas has nearly 20 years of experience surveying for WisDOT, municipalities, counties, developers and contractors. He has expertise in monumentation survey, corridor survey, ALTA survey, design and construction survey.

#### Areas of Expertise Include:

- Project management
- Production of Survey CADD Drawings (Civil 3D 2014, Microstation)
- WisDOT Transportation Project Plats
- Legal Descriptions
- Easement Descriptions
- Boundary , ALTA/ACSM, Certified Survey Map Surveys
- Subdivision Plats
- Construction Staking for Private, Municipal and WisDOT
- Topographic Surveys for Private, Municipal and WisDOT
- Ground Control for Aerial Mapping
- County Remonumentation
- County GPS Control Networks
- Hydrographic River Surveys
- Bridge Survey

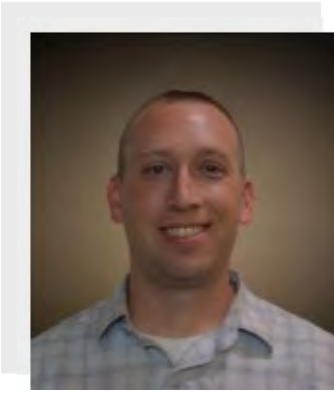
#### Representative Project Experience Includes:

- USH 41, Winnebago County, WisDOT Corridor Surveyor for 20 mi of construction layout oversight for 2 years
- City of Edgerton sanitary easement descriptions for a \$9 million USDA—Rural Development Grant
- City of Madison street topographic surveys (2014): Bluff Street, Randall Street, Pinckney Street
- City Of Edgerton North Main Street topographic survey for .75 mile of complete street a complete reconstruction design
- Baraboo River Flood plan Study for the DNR, Sauk County, 20+mi
- Greenway Station ALTA survey and mapping, Middleton, WI
- STH 23 Right of Way staking for WisDOT, 7.5 mi, Green Lake County
- Historic Steel Bridge Songfest survey and inspection, Sturgeon Bay, WI
- American Family Business Park boundary and construction surveying, over 400 acres in Madison WI
- Flood Plain study for Hillsborough County, Florida. Included survey and mapping 100's of cross sections at various locations
- USH14 topographic surveying for a new bypass. Includes Transportation Right of Way and a Remonumentation Plat, 8 miles Dane County, WI
- Coon Creek Bridge survey and mapping for design. Town of Hamburg, Vernon County, WI
- STH 60, Wisconsin River Bridge survey and mapping, Prairie du Sac, Sauk County, WI
- Savanna Village Plat, survey, construction staking and mapping: 40 acres in Waunakee, WI
- Scenic Point Plat, survey, construction staking and mapping: 31 acres in Sun Prairie, WI



Dedication, Quality, Success





Bryan Greisch

Civil Engineer Technician

Education

Associate Degree in  
Computer Aided Drafting and  
Design: ITT Technical College (2001)

Total Experience  
Since 2000

Brian Greisch has 17 years of experience as a Civil Engineering Technician. Bryan specializes in municipal, WisDOT and private sector drafting for utility and roadway projects.

Areas of Expertise Include:

- AutoDesk Civil 3D
- Microstation
- InRoads
- 3D Visualization
- Construction Inspection

Recent Project Experience Includes:

- *City of Cedarburg*: Lead technician for Cedar Creek Walkway within Cedarburg's historical downtown area. The project included landscaping, walkway, retaining walls and an armored stream bank stabilization.
- *City of New Berlin*: Lead technician for approximately one mile of road reconstruction along Rogers Drive. The project included additional parking lanes, sanitary sewer and water main replacement, culvert replacement and bio-swales.
- *Milwaukee County*: Lead technician for two miles of roadway reconstruction in Milwaukee County. The project included roadway reconstruction, storm sewer, flood plain analysis and storm sewer out falls to the Menomonee River.
- *City of Port Washington*: Lead technician for the development of a City Park at the location of the north coal dock on Lake Michigan
- *Village of Hales Corners*: Lead technician for the reconstruction of 0.5 mile of 116th Street between Grange Avenue and Edgerton Avenue. Project included converting a rural cross-section to an urban cross-section, intersection improvements and new storm sewer
- *Village of Oostburg*: Lead technician for reconstruction of 0.5 mile of Center Avenue. The project included spot replacement of curb and gutter and sidewalk, pavement replacement and storm sewer improvements.
- *City of Wauwatosa*: Lead technician for Meinecke Avenue storm sewer and sanitary sewer improvements. The project included \$14 million of improvements to alleviate flooding problems within the City.
- *Village of Brown Deer*: Lead technician for reconstruction of 0.5 mile of 60th Street. The project included WisDOT local program funding



Dedication, Quality, Success

## Project Experience

PROJECT: Pavement Rehabilitation and Drainage Improvements  
CLIENT: Town of Buchanan  
LOCATION: Buchanan, Outagamie County, Wisconsin  
CONTACT: Tony Brown, Administrator, 920-734-8599, tonyb@townofbuchanan.org  
COMPLETED: 2011–2017 (2018, currently in design phase)  
KEY STAFF: Thad Majkowski, Justin Keen, Josh Gerrits, Joe Pingel, Greg Salentine

DESCRIPTION: The Town of Buchanan has evaluated their Pavement/Drainage concerns for many years. During the residential housing boom of the 1990s, the Town had significant growth. The roads and drainage ways were constructed and development occurred. Since then, many of the areas' pavement has reach the useful life. The Town also has a considerable number of drainage concerns presented by the residents. Cedar Corporation has reviewed these concerns and made recommendations to resolve these situations. Flat terrain/ditches, large basins, and rapid growth have added to a number of the drainage/pavement issues.

Cedar has completed several Drainage Studies for various areas of the Town. These Drainage Studies have included review of open ditches, storm sewer, curb & gutter, and roads. As a result, these studies have provided the Town with a plan to reconstruct various roads, roadside ditches, and drainage ways.

The Town has a Capital Improvement Plan (CIP), which identifies the areas of concern along with estimated costs to reconstruct these areas. Cedar assisted with the development and implementation of this Plan. Since then, Cedar has followed the CIP and completed a Paving/Drainage Project every year since 2011. These Projects include reconstruction of the pavement section, adding concrete curb & gutter at the corners, ditch cleaning and reconstruction, culvert replacements, and driveway reconstruction. These Project Construction costs range from \$100,000 to \$1,300,000 (reflecting improvements from 1,000 feet to 10,000 feet in scope of work).

Cedar has provided services including Studies, Preliminary Design, Final Design, Public Informational Meetings, Utility Coordination, Bidding and Construction Engineering.



## Project Experience

PROJECT: Pavement Rehabilitation and Drainage Improvements  
CLIENT: Village of Sherwood  
LOCATION: Sherwood, Calumet County, Wisconsin  
CONTACT: Randy Friday, Administrator, 920-989-1589, administrator@villageofsherwood.org  
COMPLETED: 2015–2017 (2018, currently in design phase)  
KEY STAFF: Thad Majkowski, Justin Keen, Greg Salentine, Joe Pingel

DESCRIPTION: The Village of Sherwood has evaluated their Pavement/Drainage concerns for many years. During the residential housing boom of the 1990s, the Village had significant subdivision growth. The roads, utilities, storm water facilities and drainage ways were constructed and development occurred. Since then, many of the areas' pavement has reached its useful life, and the ditches require cleaning. Cedar Corporation has reviewed the residents' concerns and made recommendations to resolve these situations. Flat terrain/ditches, large basins, and rapid growth have added to a number of the drainage/pavement issues.

Cedar has completed several Drainage Studies for various areas of the Village, which in turn have provided the Village with a plan to reconstruct various roads, clean roadside ditches and drainage ways. The Village has a Capital Improvement Plan (CIP), which identifies the areas of concern along with estimated costs to reconstruct these areas. Cedar assisted with the development and implementation of this Plan.

Since then, Cedar has followed the CIP and completed a Paving/Drainage Project every year since 2015. These Projects include reconstruction of the pavement section, adding concrete curb & gutter at the corners, ditch cleaning and reconstruction, culvert replacements and driveway reconstruction. These Project Construction costs range from \$125,000 to \$342,000.

Cedar has provided services including Studies, Preliminary Design, Final Design, Public Informational Meetings, Utility Coordination, Bidding and Construction Engineering.



## Project Experience

PROJECT: TID#3 Masters Gallery Development  
CLIENT: Village of Oostburg  
LOCATION: North Business Park Drive, Village of Oostburg, Sheboygan County, Wisconsin  
CONTACT: Allen Wrubbel, Village President, 920-207-0255  
SIZE: 1,200 lineal feet  
COST: \$688,000  
COMPLETED: 2017  
KEY STAFF: Ronald Dalton, PE; Matthew Stephan, PE; Eric Lindaas, PLS

DESCRIPTION: The TID#3 Masters Gallery Development project included extension of roadway, sanitary sewer, water main, and storm sewer. Cedar Corporation assisted the Village of Oostburg with expansion of the Village's Business Park to serve a 40 acre development for Masters Gallery. Masters Gallery had outgrown their cheese processing facility in Plymouth and chose Oostburg for construction of a new facility. Cedar Corporation provided planning, design, and full construction related services for the project which was completed in 2017.



## Level of Effort/Compensation

Task	Hours	Rate	Estimated Cost
Project Management/Coordination	14	\$163	\$2,282
Attend 6 Meetings	12	\$163	\$1,956
Field Survey and Download	60	\$91	\$5,460
Preliminary Drafting/Maps/Estimates	46	\$81	\$3,726
Final Drafting	40	\$81	\$3,240
Storm Sewer and Ditching Design	96	\$102	\$9,792
Hydraulic Analysis	24	\$102	\$2,448
Prepare Easement Descriptions and Exhibits (if needed)	10	\$81	\$ 810
Quantities/Cost Estimate	16	\$102	\$1,632
Specifications	20	\$102	\$2,040
Quality Control	20	\$163	\$3,260
Permitting	8	\$102	\$ 816
Bidding	4	\$163	\$ 652
	4	\$102	\$ 408
*Total Estimated Design Cost			\$38,522

**PSA FOR \$40,000**

### Wetland Delineation

Estimated cost if all ditches within Beverly Woods Subdivision

Required evaluation for wetlands: \$13,000 - \$16,000

\*Total estimated design cost assumes entire subdivision minus Phase I improvements will require storm sewer and ditching improvements. No cost for travel time, mileage, and printing.

## 2018 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$170.00
Director	\$163.00
Senior Project Manager	\$150.00
Lead Project Manager / Lead Senior Planner	\$140.00
Lead Engineer / Project Manager III / Senior Architect	\$125.00
Senior Construction Manager	\$125.00
Project Manager II	\$115.00
Landscape Architect / Technician V	\$106.00
Project Engineer III / Project Manager I	\$105.00
Architect / Senior Planner	\$102.00
Project Engineer II	\$100.00
Environmental Specialist III	\$ 98.00
Technician IV	\$ 94.00
Professional Land Surveyor II	\$ 93.00
Project Engineer I	\$ 91.00
Professional Land Surveyor I / Technical Specialist	\$ 90.00
Construction Manager	\$ 90.00
Environmental Specialist II	\$ 88.00
Staff Engineer II	\$ 87.00
Technician III	\$ 82.00
Environmental Specialist I	\$ 78.00
Staff Engineer I	\$ 77.00
Planner II	\$ 70.00
Administrative Assistant II / Technician II	\$ 68.00
Planner I	\$ 67.00
Administrative Assistant I / Technician I	\$ 65.00
Intern-Coop	\$ 60.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Photocopying (24" x 36")	\$7.00/sheet
Photocopying (11" x 17")	\$2.00/sheet
Photocopying (8½" x 11")	\$0.50/sheet
Vehicle Mileage	\$0.54/mile <sup>1</sup>
GPS/Robotic Survey Equipment	\$30/hour

<sup>1</sup> Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

***THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT BEGINNING WITH THE MARCH BILLING OF EACH YEAR.***

Project No. 05985-0001

Date: February 22, 2018

**Confirmation of Client Request for Services  
Between Cedar Corporation (ENGINEER)  
and Village of Pleasant Prairie (CLIENT)**

**Authorization to Perform Design Engineering Services for Beverly Woods Storm Water Improvements**

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

**Project:** Beverly Woods Storm Water Improvements

**Scope of Work:** ENGINEER will complete Design and Bidding Services for the Beverly Woods Storm Water Improvements Project as defined in the Project Scope of our proposal dated February 19, 2018. Engineer has attached a copy of the Project Scope an Attachment "A".

**Method of Compensation:** Work will be completed for an estimated fee of \$40,000.00. Engineer will not exceed the estimated fee amount without authorization from the client.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

THIS AGREEMENT is hereby approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

VILLAGE OF PLEASANT PRAIRIE

CEDAR CORPORATION

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

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

Name: John Steinbrink Sr.

Name: Ronald Dalton, P.E.

Title: Village President

Title: Director

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

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

Name: Matthew Fineour, P.E.

Name: Douglas Kroes

Title: Village Engineer

Title: Construction Manager

## STANDARD CONDITIONS

### PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

### PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

#### 2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

#### 2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

#### 2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

### PART III - BILLING, AND PAYMENT

- 3.1 Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2 Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
- 3.3 If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.
- 4.3 SAFETY. Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- 4.4 DELAYS. If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.
- 4.5 TERMINATION. Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

### PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.
- 4.2 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.
- Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST. Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 4.7 RELATIONSHIP WITH CONTRACTORS. Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- 4.8 CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.
- 4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.
- 4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all



court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

**4.11 HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

**4.12 ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

**4.13 REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

**4.14 AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**4.15 ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**4.16 DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

**4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**4.18 NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

**4.19 SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**4.21 OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

# Exhibit "A"

## Scope of Services

Cedar Corporation understands the following Scope of Services to be included within the project:

### **Professional Engineering Services – Design and Bidding**

1. Perform surface field survey and field investigation (Base Design Survey in Beverly Woods Subdivision) for the preparation of plans and specifications. It is anticipated that field survey work will not be needed on 43rd Avenue and Beverly Lane where Phase I improvements were completed in 2000.
  - Survey is expected to include the entire road right-of-way areas supplemented with Kenosha County LIDAR data for interior lot topography. Upon identification of any needed yard inlets outside the right-of-way, supplemental survey will be authorized, as needed.
2. Investigate and conduct evaluations of the existing drainage conditions and design additional improvements for the drainage area.
3. Perform storm water sizing calculations and modeling as required to analyze and design the storm water improvements.
4. Prepare construction plans, specifications, bidding documents, and an opinion of construction cost for the work. Plans and specifications shall incorporate all elements of the storm water improvement design.
5. Provide wetland delineations (by a WDNR assured wetland delineator), as needed, for design preparation.
6. Provide utility notifications and plans to the affected owners of utility facilities. Consultant shall coordinate with affected utilities, review work plans of the utility facility owners, consider their schedules, and prepare any needed special provisions for utility coordination in the construction plans and contract.
7. Work in close coordination with the Village Engineering Department for design status and design review / concurrence and include a project kick-off meeting, preliminary plan meeting, 50-percent plan review meeting, and 90-percent plan review meeting.
8. Prepare storm water easement legal description(s) and exhibit(s), as may be needed.
9. Attend one open house informational meeting. Provide maps and exhibits for the informational meeting.
10. Complete permit applications and obtain all permits needed for the project.
11. Obtain construction bids, analyze the bids received, and prepare a recommendation to the Village for the award of the construction contract.
12. Attend the pre-construction meeting to represent the project design engineer.
13. Provide/release to the Village all necessary digital files for use in construction project staking layout.
14. Answer any questions and make any corrections as needed during construction to correct errors or provide clarification of the bid documents.

Note: The Village will prepare the engineer's report for special assessment (including the assessment schedule), order title reports, provide mailings to property owners, and obtain easements as necessary for the project.

### **SCHEDULE**

It is anticipated that the contract for the selected consultant will be brought forth to the March 5, 2018 Village Board meeting for consideration of approval. Upon contract approval, the consultant shall immediately start work on the project.



# Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

**180613-00**

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VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WI 53158  
262-694-1400

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CEDAR CORPORATION  
604 WILSON AVENUE  
MENOMONIE WI 54751

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Village of Pleasant Prairie  
9915 39th Ave  
Pleasant Prairie WI 53158

Vendor Phone Number	Vendor Fax Number	Requisition Number	Contact Name
		662	Kristina Bastainelli

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/28/2018	4707			Engineering

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	Engineering design services Be The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Remember to give PO# when ordering. Professional engineering design services for Beverly Woods Storm Water Improvements	1.0	EACH	\$40,000.000	\$40,000.00

By Michael Deery  
Village Administrator

**PO Total**

**\$40,000.00**