

**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**  
**May 7, 2018**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Elect President Pro Tem
5. Recognition
  - A. Consider and present Resolution #18-12 in Appreciation and Recognition to Thomas G. Shircel for his Service as Interim Administrator of the Village of Pleasant Prairie.
6. Minutes of Meetings – April 16, 2018 and Special Meeting April 16, 2018
7. 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.)
8. Administrator's Report
9. New Business
  - A. Receive Plan Commission recommendation and consider Ordinance #18-15 for Comprehensive Plan Amendments as it relates to property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road).
  - B. Receive Plan Commission recommendation and consider Master Conceptual Plan for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road).
  - C. Receive Plan Commission recommendation and consider Ordinance #18-16 and #18-17 for a Zoning Map and Text Amendments as it relates to property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road).
  - D. Receive Plan Commission recommendation and consider Ordinance #18-18 for Comprehensive Plan Amendments as it relates to vacant land generally located at the southwest corner of 116<sup>th</sup> Avenue and Corporate Drive.

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- E. Receive Plan Commission recommendation and consider Master Conceptual Plan as it relates to vacant land generally located at the southwest corner of 116<sup>th</sup> Avenue and Corporate Drive.
- F. Receive Plan Commission recommendation and consider Resolution #18-15 for a floodplain boundary adjustment for the proposed Goldbear Drive and 120<sup>th</sup> Avenue and bridge crossing in the Prairie Highlands Corporate Park.
- G. Consider a two year contract agreement between the Village of Pleasant Prairie and the Pleasant Prairie Professional Firefighter's Association, Local 3785 for the 2018-2019 calendar years.
- H. Consider Resolution #18-14 approving Project Plan and Boundaries for the creation of Tax Incremental District No. 7.
- I. Consider Award of Contract for 2018 Sidewalk Replacement as it relates to Harrison Road and 51<sup>st</sup> Avenue, 82<sup>nd</sup> Street and 57<sup>th</sup> Avenue, and Becker Park Area.
- J. Consider Award of Contract between the Village of Pleasant Prairie and Advanced Disposal Zion Illinois Landfill for disposal services for calendars years 2018 through 2023.
- K. Consider the request of Fountain Ridge, LLC to release Draw No. 9 of the Letter of Credit for the Fountain Ridge development.
- L. Consider Resolution #18-13 designating May 20 - 26, 2018 as National Public Works Week.
- M. Consider Resolution #18-16 designating May 13 - 19, 2018 as National Police Officer Week.

10. Village Board Comments

11. 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

Resolution No. 18-12  
**Resolution of Appreciation and Recognition  
to Thomas G. Shircel  
for his Service as Interim Administrator  
of the Village of Pleasant Prairie**

*WHEREAS*, Thomas G. Shircel served as the Interim Village Administrator for almost a year, from June 1, 2017 until a new Village Administrator assumed the position; and

*WHEREAS*, serving as the Assistant Village Administrator since 2010 prepared him well to work in this interim role and keep Village operations running smoothly; and

*WHEREAS*, Thomas Shircel's background in municipal planning and zoning were valuable during this time of tremendous growth in economic development in the Village; and

*WHEREAS*, Thomas Shircel worked in partnerships with Village staff and oversaw the fulfillment of the many functions of Village Departments; and

*WHEREAS*, Thomas Shircel represented the Village with civic organizations and businesses, and carried this out in a diplomatic manner; and

*WHEREAS*, Thomas Shircel demonstrated devotion to this interim position, and dealt with Village business with patience and professionalism during a time of transition; and

*WHEREAS*, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Thomas for his outstanding service and recognize him for his continued commitment to the Village.

*NOW, THEREFORE BE IT RESOLVED*, that the Village of Pleasant Prairie does hereby extend to Thomas G. Shircel our sincere respect and appreciation for his dedicated service to the staff, residents, Village Board and the Village as a whole, and look forward to continued collaboration with him as he assumes his previous role as the Assistant Village Administrator.

*Considered and adopted this 7<sup>th</sup> day of May, 2018*

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

Attest:

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



**VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE VILLAGE BOARD  
PLEASANT PRAIRIE WATER UTILITY  
PLEASANT PRAIRIE SEWER UTILITY  
9915 - 39th Avenue  
Pleasant Prairie, WI  
April 16, 2018  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on April 16, 2018. Meeting called to order at 6:15 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz and Dave Klimisch. Mike Serpe was excused. Also present were Tom Shircel, Interim Village Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Craig Roepke, Fire & Rescue Chief; Rocco Vita, Village Assessor; Matt Fineour, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; Dan Honore', IT Director; Sandro Perez, Inspection Superintendent; Mary Jo Jiter, Communication Director, Craig Anderson, Recreation Director and Jane C. Snell, Village Clerk. Two citizens attended the meeting.

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

John Steinbrink:

Trustee Kumorkiewicz will lead us in the pledge.

**3. ROLL CALL**

**4. RECOGNITION**

- A. Consider and present Resolution #18-09 in Appreciation and Recognition to Steve Kumorkiewicz for His Years of Service to the Village of Pleasant Board as Trustee #2.**

Kris Keckler:

Move to approve.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Kris, second by Dave. Those in favor?

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Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO ADOPT RESOLUTION #18-09 OF APPRECIATION AND RECOGNITION TO STEVE KUMORKIEWICZ FOR HIS YEARS OF SERVICE TO THE VILLAGE OF PLEASANT PRAIRIE BOARD AS TRUSTEE; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

Tom Shircel:

Would you like me to read that?

John Steinbrink:

If you would read it please.

Tom Shircel:

Sure, I will do that. This is Resolution #18-09, a resolution of appreciation and thanks for Steve Kumorkiewicz for his years of service to the Village of Pleasant prairie. Whereas, on April 18, 1994 Steve Kumorkiewicz was sworn in as Trustee #2 on the Village of Pleasant Prairie Board of Trustees and has been dedicated to the citizens, in his service to the Village of Pleasant Prairie for twenty-four years; and whereas, Steve Kumorkiewicz led a resident group from the Pleasant Green Dwellers Association seeking change to private utilities, and in the end these efforts resulted in modifications to state rules regarding utility ownership providing better utility services and ultimately led him to serve on the Village Board;

And whereas, Steve Kumorkiewicz served as the Chairman of the Pleasant Prairie School Commission and provided representation to Kenosha Unified School District from 1972 - 2009, when the Commission was disbanded; and whereas, Steve Kumorkiewicz was an active member of the League of Wisconsin Municipalities, and worked dutifully on lobbying efforts with legislatures for the cause of better municipal services; and whereas, while serving as Trustee #2, Steve Kumorkiewicz developed an understanding of the work of Village Departments, municipal codes and ordinances in order to effectively perform his duties as a Village Trustee and guide his work on the Village Zoning Board of Appeals from 1989 - 1994;

And whereas, Steve Kumorkiewicz served collaboratively with his fellow Board members and Village staff and took pride in the harmonious nature of the Village Board; and whereas, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Steve for his enthusiasm and passion for the development, growth and sustainability of the Village of Pleasant Prairie.

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Now, therefore be it resolved, that the Village of Pleasant Prairie does hereby extend our sincere appreciation and thanks to Steve Kumorkiewicz for his twenty-four years of dedication and attentive service to the people of Pleasant Prairie as Trustee #2. Considered and adopted this 16th day of April, 2018. John Steinbrink, President and attest Jane C. Snell, Village Clerk.

John Steinbrink:

Congratulations, Steve. Trustee Serpe wishes he was here. He's stuck in Atlanta. Apparently there's ice in Milwaukee and his pilot says they can't fly there. But he did talk to you earlier and wish you congratulations because he didn't want to miss this. He said this was something special. And you guys and all of us have been friends so long it's something special to all of us. So with that I'm going to present you with this plaque. Congratulations.

Steve Kumorkiewicz:

Thank you very much, Mr. President. Thank you.

John Steinbrink:

Steve has a very unique story, and I don't think anybody can tell it better than Steve. So, Steve, tell us about it.

Steve Kumorkiewicz:

Which one? Well, one of the stories I remember clearly I was talking with Tom Terwall a few minutes ago. Tom and I we go a long way back many years. And right at the beginning when I got involved in the Village in 1972/'73, we worked together in Scouting. I have stories about that, too. One time we've got his friend running for election, and my friend running for re-election. And after the election Tom came me and he told me, he says, Steve, I'm really worried about you. You campaign for your candidate but you never campaigned against my candidate and I respect that. I never forgot. That's one of the many things. I can talk all night.

I'm not a speaker, you all know that. I don't talk perfect English, but I come across. There's a reason for which they re-elected me 11 times after the first time. I'm proud to serve the community for all these years as an elected official. To me it's an honor. I was [inaudible] I became a citizen and I follow everything by the book. I love this community. I love the people I work with. Right here are the people in front of us. We've got one of the best governments in the state. That's well recognized. And I [inaudible] with that. Thank you, every one of you. It's a pleasure to serve with you guys. Thank you.

John Steinbrink:

Steve used a key word, honor. And it was always honor when he presented himself at this job or in the community. And it was always an honor for all of us to serve with him because there is no other Steve. I mean his family know, as everybody knows. He knows everybody in the

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community. He knows everything going on in the community. You don't get anything past Steve, you know. And he's been a driving force and not only in local politics but in state politics. A lot of contentious issues come up affecting the Village, Steve's been a voice for us and a voice for the community to protect us, to protect the taxpayers of this community by being out there and telling people what it is and how it should be. That's something you have to really respect nowadays is somebody that goes out that extra mile to do his job. So, Steve, congratulations again.

Steve Kumorkiewicz:

Thank you.

Kris Keckler:

I'd like to add that in a few years in working with Steve as an elected official he's been a shining example first and foremost. For our entire duration it's been completely unanimous. And you don't get to that point without having all the agenda items, both well prepared and vetted, and then also the governing body taking the time to understand things. And Steve does is due diligence to a level that's highly commendable. Whereas I'd interact usually through emails or phone calls with a resident with an issue, and then to touch base with Steve he was out hanging out on the driveway for two hours having coffee listening to all their problems and going to such a personal level of interactions that's really admirable and a good example.

Knowing his past history, coming to this country and being a good example of what anybody could attest to become. And it's not for the sake of coming to the United States and just thinking that it's the greatest land, but it's the land of opportunities. And Steve to his credit would always work to improve that. You see his lengthy record of volunteering and community service and the ultimate dedication to put his name on a ballot and be an elected representative for all of these years to such a high degree is truly amazing. I'm going to miss sitting next to you. And I appreciate the example that you've been.

Dave Klimisch:

There's a lot of elected officials that come to the meetings and we vote. And like Steve always says he's the pretty face up here, the hard work is done during the week which is quite a thing to say. But Steve is one of the guys as soon as I met him I saw him here, but everybody knows him from volunteering at the RecPlex when there's a triathlon or when there's an even going on or volunteering a community fundraiser whether it's at the fire station or one of the community groups. He spends time working at all the different desk jobs and behind the scenes upstairs in the Village Hall. This is just a small part of what he does because he's out there.

There's no paycheck for it, he's just out there being part of the community. And if he's wanting and asking other people to do it he's in front telling people follow me, this is how you serve a community. You're not sitting up here in a desk. You're out there volunteering on a Saturday morning at 7 a.m. in the cold and the rain because that's just what needs to be done. And that's

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what he's been doing since I've known him and for decades before that. So I will miss having you, and I will try to model by what you've showed us.

Steve Kumorkiewicz:

Thank you.

John Steinbrink:

There's only one person, Mike Pollocoff could you come up just to the microphone a minute. Steve has some big shoes to fill. And for anybody to fill his position would be next to impossible. But this is the only guy that could possibly come close. And Mike and Steve have worked together all those years and work together on a lot of the issues that Steve found resolution to and helped our community.

Steve Kumorkiewicz:

I want to say this, too, when Mike was hired we were in a township meeting, there was about 25 or 26 guys. I was the only one who got up and said [inaudible] I wasn't [inaudible] to hire Mike Pollocoff. And the following year I apologized to the same group and said he is very good, I was wrong. And the last one is when he told me -- he asked me are you running agin this year? I said, nope. Are you sure, he said? Sign the papers, I'm not going to run. He said, okay, I think I'm going to run in your place. I went right through the roof because I knew every time you're up for election you don't know who is going to come against you. I [inaudible] knowing that Pollocoff took my place was the best gift I got for the election. So I'm going to come here and keep one eye on you and make sure you're doing a good job.

Mike Pollocoff:

Well, it really is a honor to take the seat that you held. I can't describe to anybody what a good example of good citizenship Steve Kumorkiewicz represents. If you were to look in the dictionary and say what is a good citizen you'd see that guy there with the beard. Maybe without the beard if it was earlier. But Steve has been a -- he takes his citizenship seriously. He exercises his right seriously. He wants all of us to do that, and he expects all of us to be good citizens and work at it and that's a good thing, that's a really good thing. It's good for this community all along. So if I can get done part of the things that you got done I'll be happy.

I always want to thank you for the fact that you came back that second year because my wife heard you the first year saying we don't need this guy. And that was her first meeting here. And then the second meeting she heard the second round. So he was tough on us then, but he stuck with us and saw how things worked, and it worked out for the best. And I got to know somebody that works really hard on the public's behalf and you can always count on. Good luck to all of us not having you here.



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Steve Kumorkiewicz:

Thank you, Mike. Those are kind words.

Tom Shircel:

Just a couple words, Steve. I thank you for all your service during these years. And it's always been a pleasure to chat with you in my office whether it was as the Interim Administrator or the Assistant Administrator or as the Assistant Zoning Administrator. It's always been a pleasure talking to you. We always had great conversations. And over the 20 years I've been here I think I not only enjoyed you as being my boss but being a friend as well. I thank you for that.

Steve Kumorkiewicz:

Kind words, Tom. I made a lot of friends in the Village, especially here on the Board. Thank you, guys. Thank you.

John Steinbrink:

Once again, congratulations, Steve.

**B. Consider and present Resolution #18-10 in Appreciation and Recognition to Thomas W. Terwall for His Years of Service to the Village of Pleasant Prairie Plan Commission.**

John Steinbrink:

Item B we're going to talk about somebody that's even been here longer than Steve. That's hard to believe.

Tom Shircel:

Thank you, Mr. President. I get to do two of these for two great guys in one night. What a great honor. This is Resolution 18-10, resolution of appreciation and thanks to Thomas W. Terwall for his years of service to the Village of Pleasant Prairie Plan Commission. Whereas, Thomas Terwall diligently served the people of Pleasant Prairie in various roles for forty-one years; and whereas, on May 1, 1995 Thomas Terwall was appointed to the Pleasant Prairie Plan Commission where he has served with dedication including his time in the role as Chairman of the Commission; and whereas, Thomas Terwall served as a Pleasant Prairie Town Supervisor for ten years, as a Town Chairman for two years and served as the first Village President for six years;

And whereas, Thomas Terwall was instrumental in transitioning the community from a Town without zoning to a Village dedicated to comprehensive planning in 1989; and whereas, Thomas Terwall influenced many highly esteemed economic development projects during his time serving the Village, most notably the creation of the first Tax Incremental Financing District for the development of the LakeView Corporate Park; and whereas, Thomas Terwall supported the

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development and implementation of planning efforts ranging from the Chiwaukee Prairie/Carol Beach Plan to the first multi-jurisdictional comprehensive plan;

And whereas, Thomas Terwall was dedicated to bringing balance to the community and a voice to residents by his mindful approach to planning relating to environmental issues and economic development; and whereas, the Village of Pleasant Prairie would like to acknowledge and sincerely thank Thomas for being a visionary and helping to shape the Plan Commission and the Village into what it has become today. Now, therefore be it resolved, that the Village of Pleasant Prairie does hereby extend our sincere appreciation and thanks to Thomas W. Terwall for his forty-one years of commitment and attentive service to the people of Pleasant Prairie in the cause of quality municipal planning. Considered this 16th day of April, 2018, John Steinbrink, President, Jane C. Snell, Village Clerk.

John Steinbrink:

Do we have a motion?

Dave Klimisch:

Move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Dave, second by Steve. Any discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KLIMISCH MOVED TO ADOPT RESOLUTION #18-10 OF APPRECIATION AND RECOGNITION TO THOMAS W. TERWALL FOR HIS YEARS OF SERVICE TO THE VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

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John Steinbrink:

Tom, if you want to come up here to the podium. This is the guy I started with here back when Mr. Pollocoff started, and we were a three man Board. We seemed to do a good job with three people.

Tom Terwall:

Yeah, we did.

John Steinbrink:

Then we had to bring some youngsters on. I'll present this to you, Tom.

Tom Terwall:

Thank you.

John Steinbrink:

Thank you, Tom.

Tom Terwall:

I appreciate this very much. It just doesn't seem like 23 years, I'll tell you that. But we have made a lot of progress and I had a lot of good people. [Inaudible] when we hired Mike Pollocoff and Jean Werbie, and that makes my life easy. So keep up the good work guys. Thanks again.

John Steinbrink:

We could list all of Tom's accomplishments but then we'd be back to those old School Board meetings where they went into the wee hours, and Tom used to hate those so I'm not going to do that. But if you look around the Village you'll see his name on a few things out here, and it's with good reason. Because with Tom's vision and his go-get-it-ness and making sure that things got done, and he was one of the leaders that really made this community what it is today. And a lot of the younger generation really doesn't know what all took place back in those years. There was a lot happening here. We went from a simple little town to the Village we are today. We have things here that I never dreamed I would ever see in this community.

And I'm proud of them and what Tom has done for this community. If you take that work alone, but then you look at what Tom did as a volunteer with our fire department and became an paramedic, almost unbelievable task as the gentlemen in the back probably attest to, and he did it with flying colors and probably was an example to everybody out there. So I don't think you can say enough about what you've done, Tom. And for me it was such an honor to serve with you all those years. And if you didn't move into the city you'd still be here you know, but rules are

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rules. And you're probably the guy that made those rules so we have to follow by them. So congratulations, Tom.

Tom Terwall:

Thank you.

Dave Klimisch:

When my family moved here way back when with the Navy we were in a position where we could choose where we wanted to live. And when we came to Pleasant Prairie I didn't realize it was your fingerprints that was all over the corporate park. So my wife and I came in here and we thought what a great place. There's a good source of employment, what a good place to live. And the RecPlex was there and the fire department was organized and the police department was organized. And we looked online and all the municipal reviews for the Village of Pleasant Prairie were sky high. So the choice for my family was easy. And then later when I saw Terwall Terrace and I met you, my family owes a debt of gratitude to you as thousands of other people do as well. Because what you created has benefitted me and my family along with everybody else here. So I thank you for that.

Kris Keckler:

To exist in those positions through all those transitions is truly commendable. And it's an honor to follow in those footsteps and those transitions. And it's really to everybody true fortunes that we get to continue all those investments. And we really appreciate everything that you've done.

John Steinbrink:

Mike Serpe isn't here so I'm going to stick it to Mike Pollocoff again and ask him to come up. So Serpe owes you a big one now. Tom and that Board at that time are the ones that chose Mike. And if you don't think that was a wise move, it was.

Mike Pollocoff:

I was sitting at the Plan Commission meeting and I was thinking back, and it's hard to describe what the Town of Pleasant Prairie was like before I came. Even when I came it was really rural. One of things when I was interviewed was one of the goals I asked them what would you like to accomplish, and they said we'd really like to get some development going and an industrial park that we could have happen here. And I thought okay. And then my first here there was only one house that was built and it was trucked in on the back of a truck and they just plopped it down. And I thought we really got a ways to go.

But the things that Tom did if you think back into 1985 and '86 there really wasn't a lot of towns that were committed to having a well planned community. Most towns were adverse to zoning, adverse to comprehensive planning. They were at that time in a county zoning system that most of them hated. And Tom Terwall as the Town Board and eventually as the Town Chairman he

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saw the vision in that and why that was a good thing and how that could help us develop. He wasn't scared to take on any effort or planning effort that was going to help make us a better community. Some communities were incorporating and they were making their building inspector or planner, and I said I found somebody who would be a good planner for us. And she set up her own department and he supported that and we've got a lot to show for it.

I think that those foundations that Tom made and continually invested in all through the time he served on the Town Board and on the Plan Commission have paid great dividends. He always had a lot more patience I think than some people did unless we made him mad. But things like getting an agreement done with the City of Kenosha so we could incorporate, at the time it wasn't easy to incorporate like it is now. Back then it was a real drill. And I spent a lot of evenings in peoples' kitchens with Tom and with John trying to talk a certain group why it would be such a good deal to move into the City of Kenosha. Then we turned around and incorporated and cut them out. There were some kind of hair raising times but it was a good plan. And Tom saw through that.

So you hit it right on the head, John, there's a lot of things here that make this place special that Tom Terwall put his fingerprints on and guided us through and got things done that some people take for granted. I know I won't because it was a lot of work and a lot of foresight for a guy that had a really busy job when he was working. But he always had time for us, and he got things done. And we were better because of the work he put us through and it's a better group. Tom, thank you.

John Steinbrink:

Probably the first thing I remember about Tom was sitting through the first Village budget or Town budget at that time. And Tom would sit there and they'd bring out the numbers, and he'd get his calculator out and he'd punch in the numbers and he'd say, nope, too much, nope, too much. So if we had low taxes it was Tom's fault. Nobody ever complained, Tom. With that we had a motion and a second carried. Congratulations, Tom.

Kris Keckler:

Can I make a motion to move Item E up next on the agenda? Nathan's family is here and little kids.

Dave Klimisch:

Second.

John Steinbrink:

Motion to move Item E up on the agenda here. Those in favor?

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Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO CONSIDER NEW BUSINESS ITEMS E AT THIS TIME;  
SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

**E. Consider the Employment Agreement with Nathan Thiel for the Village Administrator Position.**

Tom Shircel:

Thank you, Mr. President. Just let me find my bearings here. Thank you. Tonight in front of the Board is consideration for entering into an employment agreement with Nathan Thiel for the Village Administrator position. I'm not going to go through his own contract but just some highlights. Mr. Thiel will be compensated at 85 percent of the Administrator's salary range with annual performance evaluations. He will be eligible for the benefit programs that all full-time Village employees receive. And upon approval Mr. Thiel's start date with the Village will be two weeks from now, April 30, 2018. I recommend approval of the employment agreement with Nathan Thiel to represent the Village as the Administrator.

And as Mr. President said Mr. Thiel is here with his entire family from Mauston. The made the drive through the treacherous weather. I don't know what the roads were like, but we appreciate him coming down here. And I know I'm looking forward to working with Nathan. And before Nathan steps up here I just want to thank the Board for the opportunity, for the Board's guidance and patience with me for these last 11 months now, almost a year that I've been the Interim Administrator. So I want to thank the Board for that. And also I really want to thank as well all the Village department heads who have helped me just tremendously these last 11 months. Without them and without the Board it would have been very difficult. So I really appreciate it. They've really bent over backwards to help me along here in these 11 months. And like I said I'm grateful forever for that guidance and for that work that they've helped me with. So with that.

Steve Kumorkiewicz:

I make a motion to accept the agreement that we've got with Mr. Thiel.

Kris Keckler:

Second.

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John Steinbrink:

Motion by Steve, second by Kris. Any discussion on this item?

Kris Keckler:

Just to reiterate the appreciation for Tom and all the Village heads and for everybody stepping up. It certainly went on a little bit longer than I think anybody had planned or wanted. But the true appreciation of everybody pitching in and distributing that workload over this almost year long process. And certainly best of luck as we move forward with our new Village Administrator.

John Steinbrink:

It was a long process, but I think we've found a candidate that really fits the position. And I think we're very happy, and the Village is going to be very happy. And I hope your family is very happy here. We didn't take this search very lightly. And I think you're a good fit for our community, and we really look forward to working with you in the future. So with that we're going to have a motion before. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries. Nathan?

Nathan Thiel:

Well, first off I just want to say to Steve and Tom that I was really nervous about the crowd tonight, and I'm glad that it wasn't because of me. I also want to just say that it is a privilege and an honor. I am so excited. I'm thrilled, and my family is excited. They're here tonight for that reason. I figured I'd bring an entourage as well. But also what a wonderful opportunity to be here this evening to see the work that has proceeded. And they say that you stand on the shoulders of giants. And I think if anything is indicative of that tonight was the night. So I appreciate being here this evening. I appreciate the trust that you have placed in me. So hopefully we'll have several years to come, and I can be as awesome and incredible in the eyes of the Village as those who proceeded me. So I'm excited to work with you and thank you for hiring me.

John Steinbrink:

I would be amiss if I didn't ask you to introduce your family to us.

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Nathan Thiel:

I should bring them up if they'll come up. Audrey and Claire and Darren and Elise. So I told you I brought an entourage.

John Steinbrink:

Because if I don't introduce my wife I'd pay the price.

Nathan Thiel:

Well, my wife likes to be a little bit further in the back scenes. But this is Crystal my wife, and then my oldest Claire, Darren, Elise, Audrey and Bridget. And then we finally rounded it off with a boy, this is Jonathan. So we're just a happy family.

John Steinbrink:

And nobody accused you of bringing the snow down with you so you're okay. I believe Nathan said he's a Cubs fan but he's not alone, there are some other folks that do cheer for the Cubs in this area.

Dave Klimisch:

If you can drive two hours with six kids to a late meeting and they're still happy I think we made a pretty good pick.

## **5. MINUTES OF MEETINGS - APRIL 2, 2018**

Kris Keckler:

Move approval of minutes.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any discussion on the minutes? Those in favor?

Voices:

Aye.



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John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD  
REGULAR MEETING OF APRIL 2, 2018 AS PRESENTED IN THEIR WRITTEN FORM;  
SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

## **6. CITIZEN COMMENTS**

Jane Snell:

Mr. President we have two signups this evening. The first is Joe Olszewski, and the second one is S.R. Mills.

John Steinbrink:

Please come to the microphone and give us your name and address for the record.

Joe Olszewski:

Good evening. My name is Joe Olszewski. I reside at 5464 77th Street. Before I get started while I'm up here at the podium I want to congratulate and thank Steve and Tom for all your work throughout the years. It goes without saying that the community wouldn't be where it is without the hard work of you two. And you guys have put us in a great position to grow into the future.

The reason I'm standing here before you guys tonight are the contract for the Firefighters Union, Pleasant Professionals Local 3785 is on the agenda. I am the President of the Union, and I am just coming up before you guys to really give some thought into the contract. And it was a contract that we agreed upon with the Village on March 14th. It was ratified unanimously by our members on March 28th. And it really was ratified unanimously really without any little to no discussion by members is that it was seen as a fair deal, a deal that our guys walked away happy with. It was a deal that we thought went a long ways towards addressing a problem that is still prevalent in our department, and that is the recruitment and retention of firefighters.

We are still lagging behind on comparables. We are still losing guys to other departments, especially local departments within this area that offer a bigger financial package than what we're doing. We're just trying to be competitive with those departments. Because gone are the days of guys leaving the department to run more calls. And with our call volume that is not necessarily the case. We are a very busy department. And especially with the departments around us growing and with Foxconn coming into the north of us all those departments, Racine County, are hiring, and they're hiring a lot of guys. And we need to find a way to keep those guys here in the community. And I think the deal that we struck with the Village goes a long way towards that.

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It was a deal that we were very sympathetic to the Village concerns regarding the power plant closing and the financial burden that is still a big unknown as far as what exactly the full impact of that is going to be. We were very sympathetic to that when we agreed upon the deal especially when it came to our demands. I trust you guys when it comes out to a vote. I trust that you guys are going to do the right thing that we approve the contract and we can move forward and we can put this issue to rest and we can work together on other issues especially when it comes to the recruitment and retention of our members. I'm going to be here throughout. So if you guys have any questions for me please feel free to call me up here and I'll be more than happy to answer them. Thank you.

John Steinbrink:

Thank you.

S.R. Mills:

Hello, S.R. Mills, 4011 80th Street with Bear Development. I wanted to reiterate some of my comments during the Plan Commission. We're very appreciative of staff's assistance. I'm talking specific to Main Street Market and a massive amount of time and energy working through the various hurdles. I'm very pleased with where it's landed in addition to the assistance with Froedtert. We trust Froedtert as in the process and us as the team here. We're excited about the opportunity, and I think it's going to be a great project. And we're looking forward to the next steps here. And with Board approval we'll be pushing dirt and get started on another great development in Pleasant Prairie. Also with me this evening is John [inaudible] and Dan Szczap both from Bear. So if there are any questions about any component of the process happy to answer. Again, thank you for the time.

John Steinbrink:

Thank you. Anyone else wishing to speak under citizens' comments? Hearing none I'll close citizens' comments.

**7. ADMINISTRATOR'S REPORT**

**8. NEW BUSINESS**

John Steinbrink:

Jean, once again, do you want to take A, B and C together and D is separate then?

Jean Werbie-Harris:

Yes, please.

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John Steinbrink:

Can I have a motion to take A, B and C together?

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KUMORKIEWICZ MOVED TO CONSIDER NEW BUSINESS ITEMS A, B AND C TOGETHER AT THIS TIME; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

- A. Receive Plan Commission recommendation and consider Ordinance #18-12 for Comprehensive Plan Amendments as it relates to property generally located at northeast corner of STH 31 and STH 165 for the proposed Main Street Market Development.**
- B. Receive Plan Commission recommendation and consider Ordinance #18-13 and #18-14 for a Zoning Map and Text Amendments as it relates to property generally located at northeast corner of STH 31 and STH 165 for the proposed Main Street Market Development.**
- C. Receive Plan Commission recommendation and consider a Certified Survey Map and Development Agreement and related documents as it relates to property generally located at northeast corner of STH 31 and STH 165 for the proposed Main Street Market Development.**

Jean Werbie-Harris:

Mr. President and members of the Board, this is the request of the Main Street Development, LLC, for a series of approvals that lead us to the development at the northeast corner of Highway

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31 or Green Bay Road and Highway 165 and 104th Street. This is for a mixed use commercial development to be known as Main Street Market. The three different items this evening for consideration are the comprehensive plan amendment, Ordinance 18-12 which requires a roll call vote, the zoning map and text amendments which are Ordinance 18-13 and 18-14, and the CSM, development agreement and related documents.

We have been working with this developer for about eight months now in order to put together this particular project. There are previous approvals that had been considered by the Village Board as well as the Village Plan Commission. I'll just highlight and go through some of these various approvals that were considered and have been approved to lead us to where we are today.

The master conceptual plan for Main Street Market had been conditionally approved by the Village Board on December 4, 2017. The master conceptual plan includes nine different potential development projects at that northeast corner. The projects range from a commercial building of 2,350 square feet up to a potential grocery store of about 50,875 square feet. Again, as part of the TID project plan and everything that we've been development they have been identifying and they have been working with us to bring us a good commercial development that will really serve the community at a very centralized location in our community.

As part of the planning process we have developed over the year the Highpoint Neighborhood Plan. Again, that was originally adopted or approved back in the early 2004-2005, updated again in 2007. But in 2017 on October 2nd we did update it again to reflect this very specific project of a commercial development. Again, as could be seen and discussed as part of the presentation of accolades for Tom Terwall and Steve Kumorkiewicz, it's very important to note that we don't take development in Pleasant Prairie lightly. We're very deliberate with respect to what we do, how we do it, and we go through a very detailed set of comprehensive planning approvals in order to get what we want and to work with the developers for them to have successful developments in our community.

As part of this developed a certified survey map is being presented this evening to create four lots, Lots 1, 2, 3, 4. Lot 2 is going to be developed as part of the Froedtert South Medical Office Building that was discussed at the Plan Commission meeting. That's their first use on this particular property. Lot 1 is the remnant or the balance of the property, and this is the area that will be further subdivided not only to include stormwater management facilities but further lots as well as the Main Street dedication and additional dedication for right of way for Old Green Bay Road.

So as you can see there's four different lots that are going to be created. All four of them with the PUD that I'm going to be talking about all meet all of the requirements with respect to the Land Division and Development Control Ordinance as well as the zoning ordinance. It's also important to note that there is a series of dedication and easement language that is placed on the certified survey map that outlines obligations of the developer, outlines obligations of the Main Street Market Association that's being created in order to manage this development as well as other obligations and dedications to the Village of Pleasant Prairie and other utilities.

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As I mentioned previously the comprehensive plan amendment is an item for this evening's agenda. And they are specifically looking to modify just a minor detail on the comprehensive plan really. And that is urban reserve areas are overlaid on top of various portions of this community when we still have detailed planning to complete, when urban infrastructure needs to be extended or when there's other major improvements in proximity to the development that need to be vetted out and worked through and actually constructed as part of the development.

So in this case the comprehensive plan amendment it's currently identified as commercial in our land use plan, but we need to remove the urban reserve land use designation now that all of these new elements for infrastructure are going to be imminent for the development. In addition, Appendix 10-3 of the comprehensive plan will need to be modified to reflect all of these amendments.

The next item that was on the agenda for this particular item is the zoning map and text amendments, and these are Ordinance 18-13 and 18-14. The zoning map amendment, again, the zoning map reflects what we are looking to consider for the comprehensive plan. So we're looking to rezone the properties from the B-2 AGO, and that's the Business District with the General Agricultural Overlay District. And we'll rezone that into the B-2 PUD, Community Business District with a Planned Unit Development Overlay District.

The zoning text amendment is to actually create that PUD ordinance. The Main Street Market declarations set forth very specific details which reflect the project, and that it will develop as a uniform business development. There are a number of community benefits that we talked about at the Plan Commission meeting and we'll talk about tonight as well that are reflected in that declaration document that include site and architectural design, building materials and building colors, landscaping, signage, parking lot light poles and other features.

And, too, that are very important to this community so that this development continues to be sustainable and easily serviceable, the first one is that all of the buildings regardless of size, regardless of any state law that might change will be fully sprinklered. And that should assist the fire department in their efforts. Secondly, a DSIS camera system would be required for this entire development as well as each of the uses in the development, again, regardless of their size. And, again, that will dramatically help not just fire but our police department as well. So those are some of the community benefits that will result as part of this PUD.

And, again, the PUD introduces and allows for flexibility to the Village zoning ordinance. And the PUD modifications or variations that they have requested include and, as I presented at the public hearing at the Plan Commission meeting, adjusting the two acre minimum lot size to accommodate smaller developments; to take into account the entire development when looking at open space as opposed to a lot-by-lot basis; to decrease the minimum floor area of a building so that smaller kind of drive through buildings could be allowed such as a drive through coffee shop. And to increase the maximum 25,000 square foot building area to accommodate the Froedtert Medical Office Building as well as a grocery store; to increase the maximum height from 35 to 60 feet; to decrease the setbacks so that shared common areas between parking lots and drive areas would be allowed; and also to decrease the exterior boundaries of the development from 20 feet to 15 feet.

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A couple other variations include to decrease minimum setbacks from all public streets from 65 feet to 30 feet. In this case all three streets that are existing are all arterial streets. And we're looking to reduce that setback from 65 to 30 feet. Again, access is very restricted, and I'll discuss that in a minute. And then to allow up to four nonresidential entry monument signs based on their size, based on certain location and area and also where changeable copy signs could be allowed in the development in addition to some discussion on primary monument signs.

One of the big pieces that we had talked about with respect to the Village Plan Commission for this development was traffic impacts and traffic impact analysis work that was done. Not just the work that was done in 2007, but the new work that was just completed recently by Traffic Analysis and Design, TADI, which is a consultant to the developer. And that traffic study along with newly updated traffic counts by the DOT since the ones from 2015 had some issues with them, are going to be incorporated into a new TIA approval letter that's being drafted by the DOT. This approval letter will be presented to the Village sometime in the next two weeks. But as part of the development agreement, which is what I want to talk about next, this development agreement sets forth certain obligations and requirements of the developer and the Village with respect to how this property develops from a private standpoint as well as what infrastructure improvements are required around the perimeter. Not just Old Green Bay Road, 165 and Green Bay Road but also Main Street Market.

And this TIA approval letter will require that the Village assume all obligations through an MOU for the public and private improvements to be completed. And the development agreement that we are entering into with Main Street Market then transfers all of that responsibility to the developer, the cost for the improvement, the timing of the improvement. Specifically the development outlines that all the improvements will be completed by November 1, 2019. But it also allows for a Phase 1, Phase 2 or an initial Phase 1 and a final build out of the development with respect to that infrastructure. It does give some flexibility to the developer to allow him to speed that up and to do more of the improvements at one time. And we are actually encouraging that as part of the intersections of the adjacent highways just to make it easier on the traveling public as well as the community and the developer.

So I just wanted to mention that the development agreement is in its final draft form. We do have about two or three very minor issues that we do need to correct some of the language with. And that's what was highlighted in that development agreement. And I think that we're on board. We just kind of ran out of time before this evening's meeting. So we'd be looking for direction and approval from the Board in order to approve all of these documents including the development agreement subject to these final tweaks being made to that development agreement which will probably be made between eight and nine tomorrow morning that have to deal with the MRO as well as assignment and one other minor issue that I can't recall right now.

But we have been working, again, very diligently with the developer. Our attorney, Scott Langlois from Quarles & Brady and with input with Kevin Long and Brian Landser [phonetic] have all been very active with respect to having us work with S.R. Mills and John [inaudible] and Dan Szczap and Katie from their attorney from Milwaukee to get everything together. We feel that the Village is very well protected. We feel that the developer is well protected as well from

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his perspective. And I think that this is a very good project for the community. And, again, it advances a lot of goals from the Village's perspective as well as the developer's perspective and Froedtert South for developing on this particular property. So I'd be happy to answer any questions that you may have with respect to this development.

John Steinbrink:

Any questions for Jean?

Dave Klimisch:

The full fire sprinklers that's been an existing policy?

Jean Werbie-Harris:

It has been an existing policy. My understanding is there has been another interpretation that might have been made by the State of Wisconsin as to whether or not these improvements are actually going to be required moving forward. And so we wanted to make sure as part of the Village's development agreement with Main Street Market and the benefits that the developer is going to be receiving from the Village's TID and the benefits the Village is receiving from these improvements being completed that we ask that this provision be put into the development agreement as well as in the declarations so that there could not be a further law that is changed that could nullify what might be in the Village's current codes.

John Steinbrink:

Other comments or questions? If not we're looking for a motion on Item A.

Dave Klimisch:

I move approval of Ordinance 18-12 for the comprehensive plan amendment.

Kris Keckler:

Second.

John Steinbrink:

Motion by Dave, second by Kris. Now is there any further discussion? Hearing none a roll call vote is requested.

Jane Snell:

Dave Klimisch?

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Dave Klimisch:

Aye.

Steve Kumorkiewicz:

Aye.

Kris Keckler:

Aye.

John Steinbrink:

Aye. Motion carries.

Kris Keckler:

Move approval of Ordinance 18-13.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

Steve Kumorkiewicz:

Make a motion to adopt 18-14.

Kris Keckler:

Second.



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John Steinbrink:

Motion by Steve, second by Kris. Further discussion on this item? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

Dave Klimisch:

Move approval of the certified survey map and the development agreement.

Steve Kumorkiewicz:

Second.

John Steinbrink:

And this is subject to the final approval here, Jean, correct?

Jean Werbie-Harris:

Correct.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #18-12 FOR A COMPREHENSIVE PLAN AMENDMENT AS IT RELATES TO PROPERTY GENERALLY LOCATED AT NORTHEAST CORNER OF STH 31 AND STH 165 FOR THE PROPOSED MAIN STREET MARKET DEVELOPMENT; SECONDED BY KECKLER; ROLL CALL VOTE – KLIMISCH – YES; KUMORKIEWICZ – YES; KECKLER – YES; STEINBIRNK – YES; MOTION CARRIED 4-0.**

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**KECKLER MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #18-13 FOR A ZONING MAP AS IT RELATES TO PROPERTY GENERALLY LOCATED AT NORTHEAST CORNER OF STH 31 AND STH 165 FOR THE PROPOSED MAIN STREET MARKET DEVELOPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #18-14 FOR A TEXT AMENDMENT AS IT RELATES TO PROPERTY GENERALLY LOCATED AT NORTHEAST CORNER OF STH 31 AND STH 165 FOR THE PROPOSED MAIN STREET MARKET DEVELOPMENT; SECONDED BY KECKER; MOTION CARRIED 4-0.**

**KLIMISCH MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND APPROVE A CERTIFIED SURVEY MAP AND DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS AS IT RELATES TO PROPERTY GENERALLY LOCATED AT NORTHEAST CORNER OF STH 31 AND STH 165 FOR THE PROPOSED MAIN STREET MARKET DEVELOPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**D. Consider Tax Payment Shortfall Agreement between the Village of Pleasant Prairie and Froedtert South, Inc., regarding TID #6.**

Kathy Goessl:

Mr. President, as part of TID #6 the Village is willing to issue GO tax exempt financing for around \$2.2 million depending on the interest rate.

John Steinbrink:

Hold on a second, Kathy. I'm sorry I meant to have Steve introduce his family. I pointed you out in the front, and I'm not going to let you escape without getting introduced here.

Steve Kumorkiewicz:

[Inaudible] my son Mark. The one in the black coat is my daughter-in-law Suzanne Kumorkiewicz, then my wife, Louise.

John Steinbrink:

That's your wife the Saint Louise.

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Steve Kumorkiewicz:

I've been living here in Pleasant Prairie for 54 years, same house, same wife, although we have been married 56. And then my daughter here Christine Kumorkiewicz [inaudible].

John Steinbrink:

Thank you for coming. I couldn't let you escape without introducing you. Kathy, go ahead. I'm sorry.

Kathy Goessl:

Okay, Mr. President and Village Board, as part of TID #6 the Village is willing to issue GO tax exempt bonds for around \$2.2 million depending on the interest rate. It could be a little bit more or a little less when we go out for sale. To be able to do that we didn't want to put the Village at risk, and to do that we're looking at this tax shortfall payment agreement with Froedtert. Froedtert is the first building within TID #6 development.

So this agreement is with Froedtert, and it's basically if they do not generate or build a building that's valued to generate enough taxes for the tax year 2019 of \$130,000 and the tax year 2020 of \$190,000, they would pay the shortfall between what their taxes actually are and the \$130,000 for the first year, and the \$190,000 from 2020 until the bonds are paid off which currently we're estimating the bonds to be 20 year bonds. So that's the basic gist of this agreement. And once this agreement has been signed and Froedtert has purchased the land, then we will go ahead once we figure out the cost associated with that and issue the bond probably in November of this year.

Dave Klimisch:

What was the interest rate that we're expecting?

Kathy Goessl:

I think it was around two percent when they estimated it just recently. But the market was up and down. So we'll have to see what happens once we issue the bonds this fall.

Steve Kumorkiewicz:

I make a motion to [inaudible] payment shortfall.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Further discussion? Those in favor?

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Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KUMORKIEWICZ MOVED TO APPROVE TAX PAYMENT SHORTFALL AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND FROEDTERT SOUTH, INC., REGARDING TID #6; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

**F. Consider a two year contract agreement between the Village of Pleasant Prairie and the Pleasant Prairie Professional Firefighter's Association, Local 3785 for the 2018-2019 calendar years.**

Tom Shircel:

Mr. President, I can address this one, thank you. Before you is the 2018-2019 Fire Union contract between the Village of Pleasant Prairie and the Pleasant Prairie Professional Firefighter's Association Local 3785 like I said for the 2018-2019 calendar years. As you know Joe spoke under citizens' comments tonight, and I notice several Union members in the audience tonight. First I want to give the staff's recommendation here. We're recommending not to accept the proposed two year contract agreement tonight as presented in written form and direct staff to reopen negotiations with the Union. I owe a little explanation to that.

There was a misunderstanding in basically a word in the contract. It's in Article VII, Section 4 of the proposed contract. And late last week there was a financial review further done on the contract which found this one word discrepancy. And, like I said, it's in Article VII, Section 4 which is on page 19 of the contract. And if I can read that. It states: "Effective January 1, 2018, paramedics shall receive a stipend of 6% of their respective gross salary, as that salary is set forth in 13 Appendix 'A'". The key word there is gross. In previous contracts that stipend of 6 percent -- I'm sorry, in previous contracts it's currently at 5 percent. This contract is proposing to bump it up to 6 percent for the paramedic stipend.

So in previous contracts it was based on base salary not gross salary. So, like I said, there was a misunderstanding of that word. And I know as Joe said the Union has already ratified this contract, but based on base salary as opposed to gross salary there is some financial implications involved there whereby the Village would be paying out more money if it's based on gross salary. So with that the Village is looking at, like I said, we're recommending denial of the contract as proposed, and we're looking to reopen negotiations with the Union if it should come to that. I know Joe had mentioned at one point it may just go right to mediation. But whatever the next step is we are recommending denial at this point of the 2018-2019 Fire Union contract.

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Kris Keckler:

Tom, just to reiterate, you said the previous versions that it was stated as base?

Tom Shircel:

Correct. The existing contract, the 2016-2017 contract says base rather than gross salary, correct.

[Inaudible]

John Steinbrink:

Sure. Once again, just give us your name and address for the record. The lady doing this doesn't get a picture with all the voices.

Joe Olszewski:

Sure. Joe Olszewski again, 5464 77th Street, President of the Firefighter's Union. In regards to the miscommunication, we were pretty up front and honest from the beginning that when it came up to the paramedic stipend that it was going to be off the gross salary. With that being said the reason for that is that it is to reflect the overtime that we put in, whether it's coming in on standbys or covering an open shift. When we come in on overtime we are still acting as paramedics. We're not acting as just firefighters or EMT basics. Our skill level does not drop. So we are acting as to the full capacity of our training whenever we come in, whether we're coming in on a regular duty day or coming in on our off time. We are still acting as paramedics. We were very up front and very honest that it was going to be off the gross salary. So I'm not exactly sure where the misinterpretation of language came in.

Even after ratification of our contract when we sent the tentative offer I sent it to Carol Willke and we exchanged emails back and forth after March 28th. I was very pointed in that it was going to be off the gross salary. So where this last minute confusion came in I honestly really don't know because it didn't come from our end. Like I say we were up front, and it's very disappointed and frustrating right now that we worked so hard to get this deal done, and we were able to get it done without any attorneys involved because we're trying to go on good faith here.

And I'm a man -- I'm old school in that when it comes to deals, a handshake deal that means a lot to me. And now it looks like we're going right back to square one. I can't tell you how frustrated I am right now and how frustrated the guys behind me are because they approved this deal with the language that was intact, and they saw it as a fair deal. So I don't know where the clarification was because the email correspondence since our ratification with Carol was said. And I have copies of it, and I have copies of the tentative agreement that we sent to her from our IFF rep and front and center on the top line was always coming off the gross salary, not the base.

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John Steinbrink:

Okay, thank you, Joe. Both sides have issues with the language here. And I think it's best to go back and work this out and come back with a clean document that can be agreed on by both sides. Is that correct, Tom, to do that?

Tom Shircel:

Like I said that's what I would agree to. There was talk earlier today that we should just table this item. But in Greg Sekorski [phonetic] who is the representative of the Union, their attorney suggested that we don't table it because that would not allow us to reopen negotiations. So there needs to be definitive -- either definitive decision by the Village Board tonight to either not approve it or approve it so one of those two. And the recommendation from staff is to not approve at this point.

John Steinbrink:

So it's to go back and reopen the negotiation.

Tom Shircel:

Correct. And one more thing. I feel for the Union, and I share in their disappointment. Like he said we've come a long way with this language. And we did it without legal representation, and I think we're both sort of proud of that. And unfortunately we had this misunderstanding of this one word. It's unfortunate, it's unfortunate, it really is. And I'm hoping that we can come to some kind of point where we can both agree on this whether it be gross or base or some other word.

Kris Keckler:

I guess in a general sense my only question is if you look at this and the concern for attraction and retention that if there's a struggle to find quality staff to fill these positions that it only puts the burden on the existing staff to cover thus increasing the overtime costs, thus increasing the liability for increased recognition of that stipend if it were to go to the gross scenario. Not that I'm looking for details now, but I would just hope that there are some of those cost analysis run on what those comparisons would look like so there's kind of a more accurate picture.

Tom Shircel:

We can look at that sure.

Kris Keckler:

Thank you.

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John Steinbrink:

With that we need a motion on this to reopen.

Kris Keckler:

Move to [inaudible] and send back for renegotiation.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Kris, second by Dave. Any further discussion?

Tom Shircel:

Mr. President, did that motion include to disapprove the contract?

Kris Keckler:

Yes.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO DISAPPROVE THE TWO YEAR CONTRACT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND THE PLEASAT PRAIRIE FIREFIGHTER'S ASSOCIATION, LOCAL 3785 FOR THE 2018-2019 CALENDAR YEARS AND TO REOPEN NEGOTIATIONS; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

- G. Consider a two year contract agreement between the Village of Pleasant Prairie and the Pleasant Prairie Police Officers' Association, Local 185, of the Wisconsin Professional Police Association for the 2018 - 2019 calendar years.**

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Tom Shircel:

Thank you, Mr. President. I'm just going to go over the highlights and the main changes in the 2018-2019 police contract. I'll just sort of go through the PowerPoint slides. Significant changes include obviously wages is always a big thing. This contract proposes a two percent increase effective January 1 of 2018 and an additional two percent increase effective January 1, 2019. As far as vacation goes, vacation scheduling allows the Chief to use his discretion on approving vacations of more than ten days. Insurance follows the same plan and contribution as non-represented Village employees.

As far as retirees are concerned for those hired prior to January 1, 2011, it allows for employees to retire according to the Wisconsin Retirement System minimum age of 50, before it was 55, allows for retention of medical and dental insurance coverage for ten years or Medicare eligibility whichever is sooner. For retirees hired on or after January 1, 2011 there's a two percent employee and a two percent employer health savings account contribution from their salaries.

Residency, the police may reside anywhere within Kenosha and Racine Counties, and may also reside in Illinois within 15 miles of the jurisdictional boundaries of the Village of Pleasant Prairie. And there's been a new memorandum of understanding to finding a temporary patrol investigator position. So those are the main highlights and changes to this 2018-2019 police contract. And staff recommends to authorize the Village Administrator and the Village President to accept the proposed 2018-2019 contract. With that I'll turn it back to you, Mr. President.

Steve Kumorkiewicz:

I make a motion to adopt, accept the contract as proposed.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KUMORKIEWICZ MOVED TO APPROVE THE TWO YEAR CONTRACT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND THE PLEASANT PRAIRIE POLICE OFFICERS' ASSOCIATION, LOCAL 185, OF THE WISCONSIN**



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**PROFESSIONAL POLICE ASSOCIATION FOR THE 2018 - 2019 CALENDAR YEARS;  
SECONDED BY KLIMISCH; MOTION CARRIED 4-0**

**H. Consider Award of Contract to Purchase a Horton Type I Ambulance.**

Chief Roepke:

Mr. President and members of the Board, for your consideration this evening is the ambulance proposal we have in the capital plan for 2018. We solicited the vendors that you see before you. So the results of that solicitation were we had two vendors basically email us saying they would not be providing a bid. And then we had basically no contact from a third vendor. And the only respondent was through Horton Foster Coach of Sterling, Illinois that submitted a bid.

So the bid that was received was in total \$233,479 with the discounts listed there and with the final cost of \$227,079. I should point out that there is a \$3,000 escrow contingency within that \$227,000. Should we not use it or any remainder of that will be refunded to the Village. So I don't anticipate using that entire fund, but we do put that in there now just for the sake of unknowns.

So just from a point of differences since we have a fairly recent ambulance, differences from the 2015 ambulance which was \$201,682, in '18 we added some small items, but essentially the ambulance you see in the picture is going to be what we're looking to acquire. Things that we changed or added was the striping was included in this bid. We also now do a Linex style coating on all of the exposed diamond plate which will keep the weather off the diamond plate. And we also added what we refer to as a striker performance load.

So what you see in the center screen is what we're going to be adding. On the right of the screen is what we call the traditional antler. These two devices are how you fasten the cot to the ambulance. The old style antlers are only rated for a 2,500 pound impact. And during a roll crash there's video crash tests that that cot will actually break loose inside of the ambulance. Performance load this one specifically from Striker, there's another vendor that manufactures a similar product. They're rated to keep that cot in place inside the ambulance. In talking to our vendor Wisconsin is one of the four or five remaining states that do not require a rated cot fastener device. I believe it's Wisconsin, Iowa, Illinois, and I can't remember the others. But everybody else requires this type of rated system to keep the cot fastened to the ambulance. So the \$227,079 number is what we're requesting for your consideration for approval.

Steve Kumorkiewicz:

I make a motion to approve the \$227,079 as the cost.

Dave Klimisch:

Second.

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John Steinbrink:

Motion by Steve, second by Dave. Any questions for the Chief?

Dave Klimisch:

There's a 30 year warranty on the body?

Chief Roepke:

Yes.

Dave Klimisch:

For rust or what does that cover?

Chief Roepke:

Rust, the flaking. It's an aluminum body, and so we don't necessarily have rust, but a lot of times you'll have some paint degregation. I should also add that the end of the month from what I've been told is that there will be an uptick in price due to the aluminum tariffs that are happening around the world. And so there will be a price increase after April 30th. And that's one of the reasons why we're looking to kind of move this along if possible to avoid that price increase.

Dave Klimisch:

When is expected delivery?

Chief Roepke:

They indicate 220 days from signature. Typically they overestimate just to be safe. So I would expect that if we do things now it's probably going to be in the November time frame. So we should see it before the end of the year.

Kris Keckler:

And I remember correctly from the last one that once approval there's still a period of any consideration for add ons or other components throughout?

Chief Roepke:

Yeah, being that this ambulance is going to be almost identical to the one that we currently have we didn't really add on, with the exception of what we've discussed, we really didn't add on anything else. Of course, there were some folks that wanted to do a few things, and it really wasn't necessary. So it's really going to be somewhat of a mirror image. Obviously the chassis

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is a different model year, but other than that functionality-wise and interior design, all of that is the same.

Kris Keckler:

Thank you.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries. Thank you, Chief.

Chief Roepke:

Thank you.

**KUMORKIEWICZ MOVED TO APPROVE AWARD OF CONTRACT TO PURCHASE A HORTON TYPE I AMBULANCE; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

**I. Consider the request of Fountain Ridge, LLC to release Draw No. 8 of the Letter of Credit for the Fountain Ridge development.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening we have Fountain Ridge, LLC letter of reduction number 8 which is just a reduction holding some retainage. Work is complete for the public infrastructure. The only thing that was left for \$54,099.13 was a sidewalk that was not constructed. We have worked with the developer. He will be paying a cash amount to that for future development on the south side of Bain Station Road. So we will be releasing that \$54,000 next month. But everything else is done. I do recommend a reduction of -- I'm sorry, it will be a total disbursement of \$142,164.47. It will just hold the retainage of \$121,291.99 and also that sidewalk compensation we talked about for \$54,099.13.

Kris Keckler:

Move approval of the net disbursement.

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Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO APPROVE THE REQUEST OF FOUNTAIN RIDGE, LLC TO RELEASE DRAW NO. 8 OF THE LETTER OF CREDIT FOR THE FOUNTAIN RIDGE DEVELOPMENT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**J. Consider the request of Kwik Trip Store #975 to appoint a new corporate agent for the 2017-2018 liquor license.**

Jane Snell:

Mr. President and Village Board Trustees, Kwik Trip has submitted a request to change the agent who currently holds a Class A fermented malt beverage and Class A intoxicating liquor license. This is the Kwik Trip that's located at 8800 75th Street. The previous agent is no longer employed at this establishment. The corporation has requested Joseph B. Metz be appointed as successor agent. The requirements have been met and satisfied, and Chief Smetana has completed and approved the police check with respect to Mr. Metz. I recommend approval of Joe Metz as successor agent for Kwik Trip #975.

Steve Kumorkiewicz:

So moved.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Any discussion? Those in favor?

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Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KUMORKIEWICZ MOVED TO APPROVE THE REQUEST OF KWIK TRIP STORE #975 TO APPOINT JOSEPH B. METZ, AS NEW CORPORATE AGENT FOR THE 2017-2018 LIQUOR LICENSE; SECONDED BY KLIMISCH; MOTION CARRIED 4-0.**

**K. Consider Resolution #18-11 designating April 15 - 21, 2018 as Municipal Treasurers Appreciate Week.**

Tom Shircel:

Thank you, Mr. President. I think I'll handle this one. The Village of Pleasant Prairie Resolution 18-11 designating the week of April 15 through 21, 2018 as Wisconsin Municipal Treasurers Appreciation Week. Whereas, the office of the municipal treasurer is a time honored and vital part of local government that impacts the day-to-day life of citizens of the Village of Pleasant Prairie; and whereas, the municipal treasurer provides the necessary financial information to the Village of Pleasant Prairie governing body, and whereas, the municipal treasurer administers the procedure and keeps the financial records that allow the Village of Pleasant Prairie's governing body to carry out their public function efficiently and confidently;

And whereas, the municipal treasurer is the official custodian responsible for proper management and investment of public funds and collect property taxes; and whereas, the municipal treasurer continually strives to improve the administration of the responsibilities of the office of the municipal treasurer through participation in education programs, seminars, workshops, and conferences. Now, therefore be it resolved that the Village of Pleasant Prairie hereby proclaims the week of April 15 through April 21, 2018 as municipal treasurers appreciation week in the Village of Pleasant Prairie. Adopted this 16th day of April, 2018.

Kris Keckler:

Move approval.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any further discussion? Congratulations, Kathy. Is there a reason they tie it with April 15th? I'm not sure. Further discussion? Those in favor?

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Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO ADOPT RESOLUTION #18-11 DESIGNATING APRIL 15 - 21, 2018 AS MUNICIPAL TREASURERS APPRECIATE WEEK; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**L. Consider appointments to the various Village boards and commissions.**

Tom Shircel:

Thank you, Mr. President. There are several terms from various boards and commissions that are coming due here. And with your recommendation I'll go through those listings. For the Plan Commission it's recommended Michael J. Serpe who will be the Chairman his term would now go through May 1, 2020. Mike Pollocoff Plan Commission term through May 1, 2019. Deb Skarda Plan Commission May 1, 2021. James Bandura May 1, 2021. John Skalbeck is Alternative #1 May 1, 2019. And Brock Williamson as Alternative #2 May 1, 2019. And as I said, Michael J. Serpe would replace Tom Terwall as the Chairman of the Plan Commission.

Then onto the Park Commission. Again, these are five Park Commission terms. Kris Keckler his term would go through May 1, 2020. Dave Klimisch May 1, 2020. Dan Klemack May 1, 2020. Cindy Schwab May 1, 2020, and Jim Bandura as Alternative #1 May 1, 2019. Onto the Board of Review Lena Schlater her term would go through May 1, 2023. And finally Police and Fire Commission Roger Mayer term through May 1, 2023.

Dave Klimisch:

Move to approve the nominations.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Dave, second by Steve. Any further discussion? I just want to say these commissions are made up of very talented people throughout our community. And many of them have expertise in the commissions they serve on. And there's probably no finer example of that than Mr. Terwall. Because when you get somebody like that to be on one of the commissions and to

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head one of those commissions you definitely know you're going in the right direction. And I guess you think that Serpe kid can handle it, Tom? He's already missed the first meeting here.

But we appreciate everybody's input. And we're asking for people in the community that are interested to get in touch with us, and we'll see if we can find a fit with them with their expertise and what we have available out there. Because we do replace members from time to time. And there's a couple others we're going to be working on in the future here. I just want to thank all of those that have served on it in the past and those that are coming forward for their dedication and service to the community. Any other discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KLIMISCH MOVED TO APPROVE APPOINTMENTS TO THE VARIOUS VILLAGE BOARDS AND COMMISSIONS AS STATED ON THE RECORD; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

## **9. VILLAGE BOARD COMMENTS**

John Steinbrink:

Chief?

Chief Smetana:

Good evening. I'd just like to give a gentle reminder that it's an exciting week in the law enforcement community in Pleasant Prairie this week. We've got a ceremony tomorrow night five o'clock right here for the swearing in of three new officers and celebrating a promotion from detective to sergeant for Sergeant [inaudible]. And on Thursday at two o'clock in this very room we'll be celebrating the retirement of four of our individual officers with over 95 years of combined experience. So very seldom do we get the experience that those planets align and we get to do that all in the same week. So a very exciting week for us and I hope you can join us. Thank you.

John Steinbrink:

Thank you, Chief. I was going to bring that up and you brought it up better because you have the details. I just know these guys by name, and it's better to do it properly. One other note is we've seen a lot of change here in the last few years in the Village with what's going on and what's developing and all the changes coming forward. And this next year is going to be no different. And we're going to see changes with a new Board members, we're going to see changes with the

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different commissions, new administrator. He's still here so that's a good sign. Even after we went through the agenda and saw what we had to go through he's still here.

So it makes 2019 a very exciting year, and we look forward to the challenge. It's going to be a year to see. There's a lot of things coming forward especially with the Abbott property and things happening there. And other places throughout the Village things are still moving forward. Racine and Foxconn is not the only place with things happening. We've got real things happening here. With that are there other announcements?

Jean Werbie-Harris:

Mr. President, I just wanted to remind the Village Board that we do have a special Plan Commission meeting tomorrow night at six o'clock. And that is to hear the Haribo request for their conceptual plan and other items on the agenda. So there will be a Plan Commission meeting tomorrow night at six o'clock in this very room.

John Steinbrink:

Thank you, Jean.

**10. ADJOURNMENT**

Steve Kumorkiewicz:

I make a motion to adjourn, my final motion.

Dave Klimisch:

Second.

John Steinbrink:

Motion by Steve, second by Dave. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KUMORKIEWICZ MOVED TO ADJOURN THE MEETING; SECONDED BY KLIMISCH; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:39 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  
April 16, 2018  
5:00 p.m.**

A special meeting of the Pleasant Prairie Village Board was held on April 16, 2018. Meeting called to order at 5:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler, Steve Kumorkiewicz, Dave Klimisch and Mike Serpe, who appeared by telephone. Also present were Thomas Shircel, Interim Village Administrator, Carol Willke, Director of Human Resources, Jean Werbie-Harris, Community Development Director, Rocco Vita, Village Assessor, Kathy Goessl, Finance Director, Michael Pollocoff, in coming Village Board member and Jane C. Snell, Village Clerk.

**1. CALL TO ORDER**

**2. ENTER INTO EXECUTIVE SESSION**

- A. PURSUANT TO SECTION 19.85(1) (E) FOR DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION**
- B. 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; KUMORKIEIW CZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 5-0.**

John Steinbrink:

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

**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 – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEIW CZ – AYE; KLIMISCH – AYE; SERPE – AYE; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 5:55 P.M.**

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

Consider approval of **Comprehensive Plan Amendments (Ord. #18-15)** for the request of Brian Dunn of Mead & Hunt, agent on behalf of HARIBO of America Manufacturing, LLC for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to change the Freeway Oriented Business Center commercial land use designation to the Production Manufacturing Industrial land use designation; to correctly show the location of the field delineated wetlands within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

**Recommendation:** On April 17, 2018 the Plan Commission held a public hearing, approved Plan Commission Resolution #18-06 and recommended that the Village Board approve the **Comprehensive Plan Amendments (Ord. 18-15)** as presented.

Consider approval of a **Master Conceptual Plan** for the request of Brian Dunn of Mead & Hunt, agent on behalf of HARIBO of America Manufacturing, LLC for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) for the construction of a new manufacturing facility to produce Gummy Bears and other HARIBO products.

**Recommendation:** Plan Commission recommends that the Village Board approve the **Master Conceptual Plan** subject to the comments and conditions of the Village Staff Report of May 7, 2018.

Consider approval of **Zoning Map and Text Amendments (Ord. #18-16 and Ord. #18-17)** for the request of Brian Dunn of Mead & Hunt, agent on behalf of HARIBO of America Manufacturing, LLC for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) to rezone the portion of the property that is currently zoned B-6, Freeway Oriented Business Center District into the M-5, Production and Manufacturing District and to rezone the field verified wetlands into the C-1, Lowland Resource Conservancy District. All non-wetlands areas will be rezoned into the M-5 District and the entire property will be rezoned to a Planned Unit Development Overlay District (PUD) and to create the specific PUD ordinance for said development.

**Recommendation:** On April 17, 2018 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map and Text Amendments Ord. #18-16 and Ord. #18-17)** as presented.

## VILLAGE STAFF REPORT OF MAY 7, 2018

Consider approval of **Comprehensive Plan Amendments (Ord. #18-15)** for the request of Brian Dunn of Mead & Hunt, agent on behalf of HARIBO of America Manufacturing, LLC for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) to amend the Village of Pleasant Prairie, 2035 Comprehensive Land Use Plan Map 9.9 to change the Freeway Oriented Business Center commercial land use designation to the Production Manufacturing Industrial land use designation; to correctly show the location of the field delineated wetlands within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Consider approval of a **Master Conceptual Plan** for the request of Brian Dunn of Mead & Hunt, agent on behalf of HARIBO of America Manufacturing, LLC for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) for the construction of a new manufacturing facility to produce Gummy Bears and other HARIBO products.

Consider approval of **Zoning Map and Text Amendments (Ord. #18-16 and Ord. #18-17)** for the request of Brian Dunn of Mead & Hunt, agent on behalf of HARIBO of America Manufacturing, LLC for the development of a 136.8 acre property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) to rezone the portion of the property that is currently zoned B-6, Freeway Oriented Business Center District into the M-5, Production and Manufacturing District and to rezone the field verified wetlands into the C-1, Lowland Resource Conservancy District. All non-wetlands areas will be rezoned into the M-5 District and the entire property will be rezoned to a Planned Unit Development Overlay District (PUD) and to create the specific PUD ordinance for said development.

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

*The petitioner is proposing to develop a 136.8 acre vacant property generally located at the southwest corner of 120<sup>th</sup> Avenue (West Frontage Road) and CTH C (Wilmot Road) with a new corporate campus for HARIBO to better serve the U.S. market. The Corporate Campus facilities will include food processing/manufacturing of candy and confectionery products-Gummy Bears and other HARIBO products; warehouse/distribution buildings including a high bay warehouse to house finished goods awaiting shipment to other distribution facilities; research and development and central administrative offices; retail store(s)/promotional and related services/uses for their employees and promoting the HARIBO products; as well as other related ancillary uses such as daycare and fitness centers, a museum, a heliport, and gatehouses.*

The Haribo development application requests for approval to be considered at this time include: Village Comprehensive Land Use Plan Amendments, Haribo Master Conceptual Plan and Village Zoning Map and Text Amendments.

[STAFF NOTE: the Village staff recommends that the Haribo and Village *Development Agreement* that is on the agenda this evening be tabled and presented along with clarifications/modifications to the *M-5 Zoning District and other sections of the Zoning Ordinance* at the May 14, 2018 Plan Commission public hearing/meeting. In addition, the *Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park* would also be presented for approval at the May 14, 2018 Plan Commission meeting. All of these items would also need to be reviewed and approved by the Village Board].

**HARIBO Company Background Information:** "Since 1920, HARIBO has been a family business which is now being run by the third generation. In 2010, HARIBO was given a new corporate structure to create the necessary conditions to ensure that it permanently remains a family-run international company to promote its continued growth and international expansion,

and to safeguard its continued success through the 21st century. A grand total of 100 million GOLD BEARS are produced worldwide every day. Continuous brand management, which ensures the highest quality control, as well as consumer confidence are largely responsible for the success at their 16 manufacturing locations throughout 10 countries. Worldwide, HARIBO now employs almost 7,000 people.

HARIBO Company story: "*Kids and grown-ups love it so, the happy world of HARIBO*". Who doesn't know the world's famous and familiar advertising slogan of their company? Yet, no matter how cheerful and light-hearted the advertising message may be, their slogan carries an absolute commitment and promise to their customers. A promise which HARIBO has always kept, come what may. It is not without reason that HARIBO sweets are hugely popular with consumers and have been so for many decades.

A product as well-loved and popular as HARIBO does make people curious though. Their public relations and marketing departments are constantly receiving requests for ever-more information about the colorful world of HARIBO. Consumers, retailers, and journalists all want to know just how, why and when HARIBO got started, why the traditional company from Bonn, Germany has this name and no other, how the colorful and varied product range of fruit gums, jellies, marshmallows and licorice were developed and last but not least, who it was who invented the legendary "Gold Bear" and how HARIBO eventually became what it is today: a globally successful company with legendary customer loyalty".

**History:** "Hans Riegel, born in 1893 in Friesdorf near Bonn, Germany completed training as a confectioner when he finished school. He worked for Kleutgen & Meier as well as in factories in Neuss and Osnabrück.

After the First World War, Hans Riegel became a partner in the company Heinen in Bonn-Kessenich which subsequently became Heinen & Riegel. But by 1920, Hans Riegel had started out with a company of his own. Hans Riegel purchased a house in Bergstrasse in Kessenich, which at the time was a suburb of Bonn, and set up the first factory there. The starting capital was a sack of sugar, a marble block, a stool, a brick oven, a copper kettle and a roller.

Here in a small backyard laundry-kitchen began the history of the now world-famous company. On December 13, 1920, Hans Riegel had the company name HARIBO® entered in the trade registry of the City of Bonn as an acronym of *HAns Riegel BOnn*. In 1921, Hans Riegel married his wife Gertrud and she became the first employee in the young company.

Generations have grown up with HARIBO sweets. Their top priority is to always meet the high quality standards and expectations of their consumers and those at HARIBO continue to do this, which has been clearly proven by the numerous awards they keep on receiving. With ingenious products, creative packaging and specific concepts, the success story continues. The great innovation strength of the brand is thriving in the 21st century".

All HARIBO fans are warmly invited to follow this success story at any time on [www.HARIBO.com](http://www.HARIBO.com).

**Master Conceptual Plan:** The HARIBO campus development in Pleasant Prairie is proposed to be completed in four (4) phases and at full build-out the campus development may include the following:

1. Production Area: 217,368 square feet to be constructed in phase 1 and 689,648 square feet at full buildout.
2. Buffer Warehouse: 262,500 square feet to be constructed in phase 1 and 584,800 square feet at full buildout.
3. Gate 2 Building: 3,240 square feet to be constructed during phase 1.
4. Shop Building: part of the 7,399 square foot building will be constructed during phase 1.
5. Fitness Building (not open to the public): part of the 14,234 square foot building will be constructed during phase 1.

6. Kindergarten (Day Care): part of the 7,399 square foot building will be constructed during phase 1. (If the day care facility is proposed to be open to the general public, then a Conditional Use Permit is required to be approved by the Plan Commission.)
7. Gate 1 Building: 1,775 square feet to be constructed during phase 1.
8. Sprinkler Building: 10,032 square feet to be constructed during phase 1.
9. Utilities Building: 1,513 square feet to be constructed during phase 1.
10. Central Administration Buildings: part of the 31,959 square foot building will be constructed during phase 1.
11. Museum Building: part of the 7,399 square foot building will be constructed during phase 1.
12. Multi-story Parking Structure: part of the 79,608 square foot building will be constructed during phase 1.
13. Heliport Pad (requires an approval a Conditional Use Permit by the Plan Commission when detailed site/elevation plans, fencing and screening is provided.)

Employment - It is intended that upon completion of phase 1 there will be 450 employees working 3 shifts. At full build out the campus is intended to have 1,450 employees. The manufacturing, production, distribution, maintenance and related activities are intended to operate 24 hours a day. At this time, it is planned that the areas open to the general public will be open regular business hours--generally from 8:00 am to 5:00 pm.

Traffic Impact Analysis for Prairie Highlands Corporate Park (including HARIBO property) - A new Traffic Impact Analysis (TIA) is currently being completed for the Prairie Highlands Corporate Park (Corporate Park) Development. **Attached** is a map showing the intersections that are being analyzed as part of the TIA. [STAFF NOTE: A TIA had been previously completed by traffic consultants and approved by the Village, Kenosha County and the Wisconsin Department of Transportation (WI DOT) for the previously proposed Abbott development and then subsequently updated for the Uline developments for this area].

The new TIA for the Corporate Park was required because of the modified land use changes, the modified layout of the roadway configurations and the adjustment from a public road connection to a private truck/employee access driveway for the HARIBO development connecting to the West Frontage Road. The TIA will follow the WI DOT guidelines and requirements and will analyze roadways under existing conditions, initial planned development conditions, and full buildout conditions with future traffic forecast data as provided by the WI DOT. Roadway improvements as determined by the TIA for the overall development of the Corporate Park will be completed by the Village as a part of the Village approved Tax Increment District (TID) #5.

The TIA for the Corporate Park is being completed in the following manner:

1. An initial development review was prepared by the Village's traffic engineer Traffic Analysis and Design, Inc. (TADI) and was reviewed by Kenosha County, which outlines the proposed development and trip generations, study area and roadways, nearby offsite influential developments, and assumptions for the TIA. The initial development review was then submitted to the WI DOT for their review and approval. (This work is completed).
2. Subsequent to the approval of the initial development review, the traffic engineer (TADI) requested that the WI DOT evaluate and project future traffic data, which is then incorporated into the future traffic evaluation model. (This work is completed).

3. TADI then received the future traffic data from the WI DOT and is now analyzing the roadways and intersections and will complete the TIA with recommended improvements. (This work is underway and anticipated to be completed in May, 2018).
4. The TIA after it has been completed by the traffic engineer (TADI) will then be submitted back to the WI DOT (Village and Kenosha County) for their final review and approval. (This work is anticipated to be completed within 4-8 weeks by the WI DOT, after the May submittal to them).

The roadways and intersections being analyzed by the TIA include:

- CTH C and I-94 northbound ramps
- CTH C and I-94 southbound ramps
- CTH C and I-94 EFR
- CTH C and I-94 WFR
- CTH C and 128<sup>th</sup> Ave
- CTH C and CTH U
- CTH Q and CTH U
- CTH Q and I-94 northbound ramps
- CTH Q and I-94 southbound ramps
- CTH Q and I-94 EFR
- CTH Q and I-94 WFR
- All proposed driveways on WFR
- CTH Q and 128<sup>th</sup> Ave

Goldbear Drive located to the south of Haribo (including its required public infrastructure improvements roadway, sanitary sewer, water, storm sewer improvements) and 128<sup>th</sup> Avenue located to the west of Haribo and extending south to CTH Q (including its required public infrastructure improvements roadway, sanitary sewer, water, storm sewer improvements) will be constructed by the Village as part of TID #5 project plan improvements as generally shown on the **attached**. The public improvements and public utilities are being designed by the Village and its consultants and it is anticipated that infrastructure construction would begin in the fall of 2018, with completion of the improvements prior to HARIBO occupying the facility.

Goldbear Drive will serve as the primary public roadway providing access to the HARIBO entrance for visitors and employees. The driveway access to HARIBO at 120<sup>th</sup> Avenue (West Frontage Road) will be utilized for truck access and employees working at the warehouse and distribution portions at the north end of the campus. A third, emergency gated driveway access will be from 128<sup>th</sup> Avenue for employees. A fourth gated entrance from 128<sup>th</sup> Avenue will lead to the utility buildings. The driveway connection to the West Frontage Road (120<sup>th</sup> Avenue) will require that a small dedication of land be made to the Village as public right-of-way to allow for a wider than 35 foot driveway entrance to 120<sup>th</sup> Avenue. This driveway entrance area will need to be maintained by HARIBO.

There will be no direct driveway access from HARIBO to CTH C (Wilmot Road). North of the Corporate Park, the 128<sup>th</sup> Avenue right-of-way extending south from CTH C (Wilmot Road) is located ½ in the Village of Pleasant Prairie and ½ in the Village of Bristol (See **attached**). There will be no direct connection of 128<sup>th</sup> Avenue north from the Corporate Park to CTH C (Wilmot Road) through the Villages of Bristol/Pleasant Prairie right-of-way at this time. Within the Corporate Park, 128<sup>th</sup> Avenue will be constructed and terminate in a cul-de-sac to provide access to the new water tower). That being said, the Village intends to construct municipal water in the 128<sup>th</sup> Avenue right-of-way south from CTH C (Wilmot Road) into the Corporate Park.

The Village staff recommends working with the four (4) Bristol residents and We Energies to bury the overhead wires (OHW) that are currently existing within the east side of the Village's ½ right-of-way of 128<sup>th</sup> Avenue. To bury the OHW underground, the Bristol residents would need to provide a 12-foot wide utility easement to We Energies adjacent to the west side of the 128<sup>th</sup> Avenue right-of-way. The location of the new Village water main and the existing wetlands would make it problematic to bury the OHW on the east side of the 128<sup>th</sup> Avenue right-of-way.

The existing Pleasant Prairie/Bristol 128<sup>th</sup> Avenue is not intended to be utilized by Haribo construction traffic. Further, no development construction traffic to/from the Prairie Highlands Corporate Park will access CTH C (Wilmot Road) via 128<sup>th</sup> Avenue, except for contracted Village infrastructure work, such as but not limited to water main construction and road/terrace restoration and possible We Energies work.

Parking - There are 463 parking spaces proposed for phase 1 with 580 total parking spaces proposed at full buildout. A total of about 12 truck parking spaces will be initially provided. At full development build-out there will be 40 dock doors with 20 dock doors provided on phase 1. The average daily automotive trips are proposed to be 420 per day for phase 1 and 1,750 daily trips at full buildout. The average daily truck trips are proposed to be 40 per day for phase 1 and 160 daily trips at full buildout.

Wetlands - A wetland staking was completed on the HARIBO property for the Village in 2017 by RA Smith. HARIBO is proposing to obtain State and federal permits to fill approximately 0.59 acres of wetlands (to be confirmed) within the development site. The remaining wetland areas after filling will be protected and are proposed to be rezoned into the C-1, Lowland Resource Conservancy District. No wetlands can be filled until and unless permits are obtained from the Wisconsin Department of Natural Resources (WI DNR) and the US Army Corps of Engineers (ACOE). The Alternatives Analysis wetland fill application as prepared by Mead and Hunt, the Haribo consultant, was recently submitted to the WI DNR for their review and approval. The proposed wetlands proposed to be filled are shown on the **attached** Haribo wetland impact figure.

A Village wetland impact figure is also **attached** which identifies the Village's wetland impacts near the intersection of Goldbear Drive and the West Frontage Road. The Village also completed an Alternative Analysis wetland fill impact application and has submitted it to the WI DNR for their review and approval and eventually the ACOE if they take jurisdiction. Alternative 1 is the Village recommended alignment with 0.85 acre of wetland impact. Further changes to the Comprehensive Plan and Zoning Map are forthcoming as a result of the wetland fills and 100-year floodplain boundary adjustments for the roadway improvements in Prairie Highlands Corporate Park.

Stormwater Management - The Village is designing storm water facilities to manage the development of the entire Corporate Park. Several storm water retention ponds are being designed to capture and manage storm water from the Park. Storm water from the HARIBO development will be routed to storm water management ponds primarily to the east of their site, which will retain and release the storm water at rates as recommended within the Des Plaines River Regional Storm Water Management Plan, prepared by the Southeastern Wisconsin Regional Plan Commission and as adopted by Village ordinance.

The Village has completed an extensive drain tile study to locate existing drain tiles within the Corporate Park to help identify locations of importance where drain tiles may be draining off-site areas. (See **attached** map). Drain tiles servicing off-site areas will be identified and connected to new storm sewer systems to avoid off-site impacts. All off-site areas which naturally drain onto or through the Corporate Park have been identified and planned for in the engineered civil plans so that land grading does not block natural drainage patterns from off-site flow.

In addition to the on-site storm water facilities, the Village will be analyzing the exiting unnamed tributary to the Des Plaines Watershed which bisects the site. An analysis will be performed as part of the 128<sup>th</sup> Avenue roadway bridge crossing design to ensure that there are no upstream or downstream floodplain impacts due to the roadway crossing.

**Comprehensive Plan Amendments:** The Village 2035 Comprehensive Land Use Plan Map 9.9 is requested to be amended as follows: 1) to change the Freeway Oriented Business Center commercial land use designation on the north end of the property to the Production Manufacturing Industrial land use designation and 2) to correctly show the location of the field delineated wetlands within the Park, Recreation and Other Open Space lands with the field verified wetland land use designations (excluding the wetlands proposed to be filled). In addition,

Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is proposed to be updated to include said amendments. If the wetland areas are not filled pursuant to the WI DNR and US ACOE approvals then another amendment to the Comprehensive Land Use Plan will need to be submitted to reflect the wetlands not allowed to be filled. [STAFF NOTE: Haribo's Consulting Engineer (Mead & Hunt) will provide the location of the wetland areas to be filled to the Village Consulting Engineering (Pinnacle Engineering) so that the legal descriptions of the wetland areas remaining can be attached as an exhibit to the Ordinance Amendment. Furthermore, the legal descriptions of the wetland areas that will remain on the adjacent Outlots to be owned by the Association, excluding the wetlands proposed to be filled for the roadway improvements, shall be submitted by the Village's Consulting Engineer (Pinnacle Engineering) and a separate public hearing will be held.]

**Zoning Map and Text Amendments:** To ensure that the Village's Zoning Map and the Village's Comprehensive Land Use Map are consistent, the following Zoning Map Amendments are being requested: 1) the portion of the property that is currently zoned B-6, Freeway Oriented Business Center District is proposed to be rezoned into the M-5, Production and Manufacturing District; 2) the field delineated wetlands (except those wetlands proposed to be filled) are proposed to be rezoned into the C-1, Lowland Resource Conservancy District and non-wetlands areas are proposed to be rezoned into the M-5 District; and 3) the entire property is proposed to be rezoned to a Planned Unit Development Overlay District (PUD). If the wetland areas are not filled, then another amendment to the Village Zoning Map will need to be submitted to reflect the wetlands not being filled and placing them in the C-1 District. [STAFF NOTE: Haribo's Consulting Engineer (Mead & Hunt) will provide the location of the wetland areas to be filled to the Village Consulting Engineering (Pinnacle Engineering) so that the legal descriptions of the wetland areas remaining can be attached as an exhibit to the Ordinance Amendment. Furthermore, the legal descriptions of the wetland areas that will remain on the adjacent Outlots to be owned by the Association, excluding the wetlands proposed to be filled for the roadway improvements, shall be submitted by the Village's Consulting Engineer (Pinnacle Engineering) and a separate public hearing will be held.]

In addition to the Zoning Map Amendments, the property is proposed to be developed as part of a Planned Unit Development (PUD) and the **attached** PUD ordinance for the development will allow for some dimensional variations provided that there is a defined community benefit. The PUD items requested by the petitioner are based upon the Master Conceptual Plan documents and site and elevation plans provided by HARIBO. At such time as further detailed plans are submitted, additional PUD modifications may be requested.

It is the intent that the Haribo property will provide for structures, improvements and uses in a campus type setting with uses specifically allowed in the underlying M-5, Production Manufacturing District including but not limited to the food processing/manufacturing of candy and confectionery, warehouse/distribution, research and development and offices, retail/promotional related uses for promoting the owner's products and other ancillary but related uses. The Haribo Corporate Campus development conforms with the adopted Village Comprehensive Plan and is in compliance with the basic underlying M-5 District with the goal of facilitating development in such a fashion that it will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, and requiring the proper maintenance on a regular basis for the buildings and structures, gates, landscaping, parking areas, lighting, signage, garbage dumpster enclosures, and overall site so as to promote a clean industrial development site. The development achieves a diverse and economically stable campus that will operate as part of a uniform industrial (and commercial) development within the Prairie Highlands Corporate Park as well as avoiding any unreasonable adverse effects to the surrounding properties.



The development will also be required to comply with the following as specified in the PUD Ordinance:

- *Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park*, as recorded at the Kenosha County Register of Deeds Office. However, the provisions of this PUD will supersede any conflicting requirements as set forth in said Declaration. [STAFF NOTE: These Covenants will be approved by the Village Plan Commission and Village Board and will be applicable to all parcels within Prairie Highlands Corporate Park.]
- All private improvements for this development are required to be installed and maintained pursuant to the approved Preliminary and Final Site and Operational Plans approved by the Village.
- The development shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits (if applicable), Planned Unit Development (PUD) requirements, Village Licenses and Permits as required and approved by the Village.
- All buildings and site alterations and modifications, including general building and site maintenance within the development, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- Temporary storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are allowed only during construction and permitted as a storage solution within the development. Compactors are allowed. After construction, all merchandise, raw materials, finish products, crates, pallets, maintenance materials etc. storage shall be stored inside a building, except on a temporary basis for the storage of goods in transit with the continuing operation of the uses within the development.
- All mechanical roof top units shall be screened from public view or setback from the roof edge as approved by the Village Zoning Administrator.
- No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, person, landscaping, vehicle, roof-top, or the ground unless expressly permitted on a temporary basis by the Zoning Ordinance.
- Landscaping within the development shall be maintained, including the public street trees and lawn terrace area between the development and the adjacent public streets. Landscaping within the development shall be trimmed and watered on a regular basis and the public street trees shall be maintained, pruned, watered, staked in mulch beds and replaced if trees decay or die.
- The development shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- The development shall not be used for the storage of any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. No junked, inoperable, dismantled or unlicensed vehicles shall be parked outside. No extended overnight parking of passenger vehicles is allowed in the parking lots.
- The development shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

**The proposed PUD allows for the following dimensional modifications:**

- To allow for up to 45% of the distribution and warehouse items stored on the campus to be HARIBO products that are not produced on site (increased from 30%).

[Pursuant to the petitioner, HARIBO is a global manufacturer of various products and relies on being able to meet each country's shifts in demand by supporting local production by importing products they produce from other countries. It is

imperative to HARIBO to be able to react immediately to local market demands, especially during early phases of buildout (Phases 1 and 2) when the U.S. production capacities may not be sufficient to cover the entire current U.S. demand. Besides that, for special seasons (Valentine's, Easter, Halloween, Super bowl, Christmas, etc.), it will be necessary to produce ahead of demand and store product until it is needed. HARIBO will only store HARIBO production and packaging materials and finished product that is intended to be distributed within a fairly short timeframe.]

- Clarification was added that 25% of the building exterior walls are allowed for dock doors with that measurement reflecting not more than 25% of the linear footage of the buildings perimeter.
- Maximum building heights for different buildings or parts thereof for each building as shown on Exhibit A of the PUD:
  - Building A Gate house: 30 feet high
  - Building B Warehouse/high bay buildings: 150 feet high
  - Building C Utility buildings: 20 feet high
  - Building D Production buildings: 120 feet high, which includes the required technical/mechanical story
  - Buildings E Museum, daycare, retail shop and fitness buildings: 50 feet high
  - Building F Gate house: 30 feet high
  - Building G Central Administration Offices: 85 feet high
  - Building H Parking structure: 66 feet high

Any buildings higher than 60 feet shall increase the required setback an additional 1.5 foot of height for each foot over the 60 foot building height.

- To allow for the separation spacing between buildings to be based on the International Building Code (IBC) requirements rather than a 45 foot separation.
- To amend the design standards including:
  - Fences are allowed pursuant to Village Zoning Ordinance requirements; however, if the fence is chain-link then the fence shall be vinyl coated and the color shall be black, earth tones or complementary to the color of the buildings.
  - To allow for brick pavers on walkways and pedestrian ways; however, parking lots, maneuvering lanes and fire lanes, and truck dock areas and any other surface wherein vehicles will travel shall be paved as required in Chapter 420 of the Village Municipal Code.
  - To allow dock doors to face a public street if located a minimum of 200 feet from the facing public street and if landscaped and screened as approved by the Plan Commission.
  - To require the office area of the building to be a least 2 stories (the language currently states the appearance of 2 stories.)
  - To not require any glazing on the Manufacturing/Production buildings.
  - To require a minimum of 25% glazed area (calculated on the basis of the building façade areas) of any office building(s) or other buildings not excluding the Manufacturing/Production building.

- To require that parking structure garages have entry and exit stairwells and/or lobbies that are visible from the exterior, shall have a minimum glazed area of 25% adjacent to a public street.
- Glazed area. The following requirements apply to all glazed areas:
  - Glazed areas may be tinted or clear glass. Mirrored glass is prohibited.
  - Anodized or powder-coated aluminum curtain wall systems, storefront systems and accents are allowed.
  - Stainless steel, bronze or brass curtain wall systems. Storefront systems and accents are allowed.
  - Anodized or powder-coated aluminum metal panels or other metal panels are allowed if integral to window wall or curtain wall systems or if used for trim, soffits, canopy, sun protection systems or mechanical penthouses.
  - Door frames. Door frames shall complement window frames in material, finish and color.
- Nonglazed area. The nonglazed areas of any building shall comply with the standard in § 420-57H(2)(g). In addition, aluminum composite metal panels, including but not limited to Alucobond Plus by Alucobond, or Reynobond Composite Material by Arconic, or similar, high quality panel material is allowed on the buildings as specifically approved by the Plan Commission.
- Roofs (architectural features). Section 420-57H(2)(i) shall not apply. Architectural roof features or forms shall be copper or zinc-coated aluminum metal panels or slate or other high quality architectural grade metal panels as specifically approved by the Plan Commission.
- Mechanical Screening. All mechanical units, ground or roof mounted shall be screened from public view by either landscaping or other approved high quality architectural grade metal screening or panels as specifically approved by the Plan Commission.
- The utility buildings (Buildings C) may have silos with above ground piping/wiring to the other buildings as specifically approved by Plan Commission.
- Setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be setback 25 feet from property lines rather than 20 feet.
- Parking lot pole lighting shall not exceed 25 feet in height as measured from grade and the concrete base of the light poles shall not exceed 12 inches of concrete and shall be located within landscaped islands or adjacent parking lot green space areas.
- Building lighting fixtures shall be cut-off and directed downward so as to not glare towards adjacent properties.
- To allow for up to a 10,000 square foot wall sign on the east façade of the Production building (Building D on **Exhibit A of the PUD**) to include the company logo and wording "HARIBO" as shown on **Exhibit B of the PUD**. This specific wall sign area is not included in the aggregate permitted background commercial advertising sign area allowable within DEVELOPMENT pursuant to § 420-78K. All other wall sign requirements of the Ordinance would still apply.

HARIBO is requesting the PUD modifications due to the proposed size configuration of their campus and other physical attributes of their proposed property, including but not limited to the parcels topography and access from nearby public roadways. The Village will work with HARIBO to minimize the impacts to neighboring property owners. The petitioner believes that their

project will have a significant and positive impact on the economic well-being of the Village's Prairie Highlands Corporate Park and Kenosha County in that:

- The structures, improvements and uses as described are in conformity with the Village of Pleasant Prairie adopted Comprehensive Land Use Plan and with basic underlying M-5 zoning;
- The changes will facilitate development of the property in a manner that will be consistent with promoting the general health, safety, economic prosperity and welfare of the Village of Pleasant Prairie and surrounding areas;
- The development as proposed will promote an attractive and harmonious corporate campus and achieve desired economic stability and will minimize adverse effects to the surrounding properties;
- The development will be consistent with the specifications provided and will present a significant economic benefit to the Village of Pleasant Prairie and surrounding areas due to the direct jobs that will be generated as a result of the project, as well as the indirect jobs creating positive economic impacts on the surrounding area;
- The development will serve to promote tourism and its related economic development in the Village and Kenosha County; and
- This project will serve as a catalyst for the future economic development the Prairie Highlands Corporate Park and will provide a diverse, sustainable economic potential for Pleasant Prairie and Kenosha County.

**RECOMMENDATIONS:**

Plan Commission recommends that the Village Board approve the **Comprehensive Plan Amendments (Ord. #18-15)** subject to providing the legal descriptions of the wetland areas (exclusive of the wetlands being filled).

Plan Commission recommends that the Village Board conditionally approve the **Master Conceptual Plan** subject to the above comments, Village Board approval and the following conditions:

1. **The Master Conceptual Plan approval will be valid for a period of 18 months as requested by the petitioner (until November 7, 2019).** Prior to the expiration of the required Site and Operational Plans and related documents which satisfy the conditions of the Master Conceptual Plan approval shall be submitted and considered by the Plan Commission and Village Board.
2. Detailed Site and Operational Plans that include site plans, sanitary sewer, water and storm sewer civil plans, drainage and grading plans, building and structure plans, landscape plans, lighting plans, signage plans and all other required plans and documents pursuant to the Site and Operational Plan requirements of the Village Zoning Ordinance (Article IX of Chapter 420 of the Village Municipal Code) shall be submitted for each of the site improvements. Operational Plan information shall be updated as needed with submittals prior to permitting.
3. Subject to approval of the PUD Overlay Zoning District Text Ordinance Amendment by the Village Board. The Development shall comply with said Ordinance.
4. The Development Agreement shall be finalized and executed by all parties.
5. A CSM or other transfer document will be required to dedicate the additional right-of-way to the Village adjacent to 120<sup>th</sup> Avenue to allow for a wider than 35 foot truck entrance.
6. As development plans continue to progress, the following comments and conditions shall be addressed:

- a. Subject to the **attached** comments from the Village Engineering Department dated March 12, 2018.
  - b. Need utility information showing accurate connection locations. Any existing utility connections on adjoining roadways need to be abandoned at the main location
  - c. Detailed Utility plans shall be submitted.
  - d. Sanitary should have one discharge point for sampling manhole to work properly.
  - e. Water use calculations are needed for meter sizing.
  - f. The parking structure building is required to be setback a minimum of 65 feet from the property line adjacent to 128<sup>th</sup> Avenue.
  - g. The main parking lot circulation pattern appears to have several dead-ended aisle ways and should be further evaluated for a more effective parking lot traffic circulation.
  - h. Subject to the **attached** comments from the Fire & Rescue Department dated March 16, 2018.
  - i. Subject to the **attached** comments from the Village Building Inspection Department dated Macy 19, 2018
  - j. All exterior lighting shall be of a consistent LED color and brightness. Parking lot lighting shall be directed downward and shielded to avoid off site illumination. Parking lot lighting shall provide for public safety and the effective operation of the security cameras.
  - k. The development shall be required to install a sanitary sewer sampling manhole per the Village specifications. The location of the sampling manhole and details shall be shown on the Site and Operational Plans. The sampling manhole shall not be located in grass or landscaped area but rather in the parking lot - not in a parking space.
  - l. Each handicapped parking space shall be appropriately signed and pavement markings shall be provided pursuant to ADA requirements prior to occupancy.
  - m. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
  - n. All man-door exits and entrances shall be attractively and consistently numbered, inside and outside, beginning in the front of the building and moving in a clockwise fashion around the building prior to occupancy. (Use the same font, size and number placement). The numbering system allows for easy identification of where first responders are needed or the location of a safe entry point. A door numbering map shall be provided to the Village.
7. The development shall comply with the Village ordinances in effect at the time of final approvals. In addition, detailed Preliminary and Final Site and Operational Plans are required to be submitted for review and approval prior to any construction pursuant to the requirements for the Village Zoning Ordinance. Mass grading, underground utilities and footing and foundation permits may be issued with approval of Preliminary Site and Operational Plans and proper State and local permits.
  8. Conditional Use Permit applications shall be submitted to the Village for the Heliport or other CUP uses as set forth in the M-5 District.
  9. All grading and access within or connected to the WI DOT jurisdictional roadway (120<sup>th</sup> Avenue/West Frontage Road) shall be approved with permits granted by the WI DOT. Copies of State permits shall be provided to the Village prior to issuance of Village permits.

10. Wetlands fill permits from the WI DNR and the US Army Corps of Engineers shall be obtained and submitted to the Village prior to the on-site filling of the wetlands.
11. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
12. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
13. Municipal connection fees shall be paid prior to the connections of each building to the sanitary sewer system.
14. Development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
15. Impact fees pursuant to Chapter 181 of the Village Code are required to be paid at time of building permit for each building on the site.
16. Written approval from the Prairie Highlands Commercial Owners Association is required for any proposed construction or changes on the site. A copy of the written approval shall be provided to the Village prior to issuance of any permits.
17. As detailed information is provided to the Village, detailed reviews will be completed by the Village staff and comments/conditions of approvals will be presented to the applicant.

Plan Commission recommends that the Village Board approve the **Zoning Map and Text Amendments Ord. #18-16 and Ord. #18-17** subject to providing the legal descriptions of the wetland areas (exclusive of the wetlands being filled).

DEV1801-006  
CODE1802-004  
CODE1802-005

**ORD. # 18-15**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

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

1. To amend the Village 2035 Land Use Plan Map 9.9 to change the Freeway Oriented Business Center commercial land use designation to the Production Manufacturing Industrial land use designation on the property identified as Tax Parcel Number 91-4-121-241-0601;
2. To amend the Village 2035 Land Use Plan Map 9.9 to show the wetland areas as shown and legally described on **Exhibit 1** within the Park, Recreation and Other Open Space Lands with field verified wetland land use designations on the property identified as Tax Parcel Number 1-4-121-241-0601; and
3. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

**Adopted this 7<sup>th</sup> day of May 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

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

Ord #18-15

CODE1802-004

**ORD. # 18-16**

**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 known as Lot 1 of CSM 2249 located in U.S. Public Land Survey Section 24,  
Township 1 North, Range 21 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 91-4-121-  
241-0601 is hereby rezoned as follows: the wetland areas as shown and legally described on  
**Exhibit 1** are hereby rezoned into the C-1, Lowland Resource Conservancy District, the  
remainder of the property is hereby rezoned into the M-5, Production Manufacturing District  
and the entire property is hereby rezoned into the PUD Planned Unit Development Overlay  
District.

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

**Adopted this 7<sup>th</sup> day of May 2018.**

**VILLAGE BOARD OF TRUSTEES**

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

ATTEST:

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

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

16-Haribo rezone  
CODE1802-005



**ORD. #18-17**

**ORDINANCE TO CREATE  
THE HARIBO CORPORATE CAMPUS DEVELOPMENT  
PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE PURSUANT TO  
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, to create the Haribo Corporate Campus Development Planned Unit Development (PUD) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

**HARIBO CORPORATE CAMPUS DEVELOPMENT PLANNED UNIT DEVELOPMENT**

- a. It is the intent that the Haribo property described below (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses in a campus type setting with uses specifically allowed in the underlying M-5, Production Manufacturing District including but not limited to food processing/manufacturing of candy and confectionery, warehouse/distribution, research and development and offices, retail/promotional related uses for promoting the owner's products and other ancillary but related uses within the DEVELOPMENT on the property as legally described below.

The DEVELOPMENT conforms with the adopted Village Comprehensive Plan and in compliance with the basic underlying M-5 District with the goal of facilitating development in such a fashion that it will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, and requiring proper maintenance on a regular basis for buildings and structures, gates, landscaping, parking areas, lighting, signage, garbage dumpster enclosures, and overall site so as to promote a clean industrial and corporate DEVELOPMENT. The DEVELOPMENT achieves a diverse and economically stable campus that will operate as part of a uniform industrial and commercial development within the Prairie Highlands Corporate Park as well as minimizing any unreasonable adverse effects to the surrounding properties.

The DEVELOPMENT will be consistent with the specifications provided and will present a significant economic benefit to the Village of Pleasant Prairie and surrounding areas due to the direct jobs that will be generated as a result of the project, as well as the indirect jobs creating positive economic impacts on the surrounding area. The DEVELOPMENT will serve to promote tourism and related economic development in the Village and Kenosha County; and the DEVELOPMENT will serve as a catalyst for the future growth within the Prairie Highlands Corporate Park and will provide a diverse, sustainable economic potential for Pleasant Prairie and Kenosha County due its positive economic impact.

- b. Legal Description: The property included is known as Lot 1 of CSM 2249 as recorded at the Kenosha County Register of Deeds Office located in U.S. Public Land Survey Section 24, Township 1 North, Range 21 East in the Village of Pleasant Prairie.
- c. Requirements within the DEVELOPMENT:
- (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
  - (ii) The DEVELOPMENT shall be in compliance with the *Declaration of Covenants, Conditions, Restrictions and Easements for Prairie Highlands Corporate Park*, as recorded at the Kenosha County Register of Deeds Office. However, the provisions of this PUD will supersede any conflicting requirements as set forth in said Declaration.

- (iii) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to any approved Preliminary or Final Site and Operational Plans approved by the Village.
- (iv) The DEVELOPMENT shall be in compliance with all applicable Preliminary or Final Site and Operational Plan(s), Conditional Use Permits (if applicable), Planned Unit Development requirements, Village Licenses and Permits as required and approved by the Village.
- (v) All buildings and site alterations and modifications, including general buildings and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (vi) Temporary storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are allowed only during construction and permitted as a storage solution within the DEVELOPMENT. Compactors are allowed. After construction, all merchandise, raw materials, finish products, crates, pallets, maintenance materials etc. storage shall be stored inside a building, except on a temporary basis for the storage of goods in transit with the continuing operation of the uses within the DEVELOPMENT.
- (vii) All mechanical roof top units shall be screened from public view or setback from the roof edge as approved by the Village Zoning Administrator.
- (viii) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, person, landscaping, vehicle, roof-top, or the ground unless expressly permitted on a temporary basis by the Zoning Ordinance.
- (ix) Landscaping within the DEVELOPMENT shall be maintained, including the public street trees and lawn terrace area between the DEVELOPMENT and the adjacent public streets. Landscaping within the DEVELOPMENT shall be trimmed and watered on a regular basis and the public street trees shall be maintained, pruned, watered, staked in mulch beds and replaced if trees decay or die.
- (x) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xi) The DEVELOPMENT shall not be used for the storage of any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. No junked, inoperable, dismantled or unlicensed vehicles shall be parked outside. No extended overnight parking of passenger vehicles is allowed in the parking lots.
- (xii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- (i) Section 420-125 C (4) (d) related to Corporate Campus warehouse and distribution auxiliary permitted uses is amended to read as follows:
  - (d) Warehouse and distribution uses within a corporate campus are permitted auxiliary to permitted manufacturing use(s) on the lot to the extent all warehouse and distribution auxiliary uses within the corporate campus shall not occupy more than 45% of the gross floor area of all of the buildings on the lot, except that the buildings' occupant's storage of raw materials and finished products assembled or produced off the site shall be exempt from this 45% requirement. The building façade area of dock

doors is limited to a total of 25% of any building's exterior walls (i.e. 25% of the linear measurement of the building perimeter), and such uses are subject to the requirements of Article IX and all other applicable provisions of this chapter and of other Village ordinances and codes.

(ii) Section 420-125.2 K related to dimensional standards in the M-5 District is amended to read as follows:

K. Dimensional standards. Except as specifically provided in chapter 420 of the Village Municipal Code, and without limitation, all uses, sites, buildings and structures in the DEVELOPMENT shall comply with the following dimensional standards to the extent applicable.

- (1) Lot size: two acres minimum.
- (2) Lot frontage. Lot frontage on a public street: 150 feet minimum.
- (3) Open space: 25% minimum.
- (4) Building standards:

(a) Gross floor area. No maximum or minimum building area shall be required in the DEVELOPMENT due to the variety of uses within this district and the diverse building demands of each use.

(b) Principal building/structure heights: Pursuant to **Exhibit A** the following are the maximum principal building heights allowed:

Building A Gate house: 30 feet high

Building B Warehouse/highbay buildings: 150 feet high

Building C Utility buildings: 20 feet high

Building D Production buildings including the required technical/mechanical story: 120 feet high

Buildings E Museum, daycare, retail shop and fitness buildings: 50 feet high

Building F Gate house: 30 feet high

Building G Central Administration Offices: 85 feet high

Building H Parking structure: 66 feet high

Any buildings higher than 60 feet shall increase the required setback an additional 1.5 foot of height for each foot over the 60 foot building height.

(c) Setbacks. The following setbacks shall be considered to be minimum setbacks; greater setback may be required by State Building Codes.

[1] Street setback: minimum of 65 feet from all streets.

[2] Shore setback: 75 feet minimum.

[3] Wetland setback: 25 feet minimum.

[4] Side setback: 45 feet minimum.

[5] Rear setback: 45 feet minimum.

[6] Separation distance between all buildings: shall meet the International Building Code (IBC) requirements.

(iii) Section 420-125.2 L related to design standards in the M-5 District is amended to read as follows:

- L. Design standards. Except as otherwise specifically provided in chapter 420 of the Village Municipal Code, and without limitation, all uses, sites, buildings and structures in the M-5 District shall comply with the following design standards to the extent applicable:
  - (1) Number of principal structures per lot: no limit.
  - (2) Number of detached accessory buildings: no limit.
  - (3) All accessory uses or structures shall be on the same lot or approved site as the principal use.
  - (4) Fences may be allowed pursuant to § 420-81; however, chain-link fences shall be vinyl coated and the color shall be black, earth tones or complementary to the color of the building.
  - (5) Brick pavers may be allowed on walkways and pedestrian ways within the DEVELOPMENT; however, parking lots, maneuvering lanes and fire lanes, and truck dock areas and any other surface wherein vehicles will travel shall be paved as required in Chapter 420 of the Village Municipal Code.
  - (6) Dock doors may face a public street if located a minimum of 200 feet from the facing public street and if landscaped and screened as approved by the Plan Commission.
  - (7) Principal building standards. All facades that are visible to and facing the public street and any portions of the building with office uses shall provide architectural details and elements such as but not limited to varying roof heights, varying fenestration and other appropriate architectural elements as approved by the Plan Commission. In addition, the office area of the building shall be at least two-stories.
  - (8) Site and operational plan requirements pursuant to Article IX of Chapter 420 of the Village Municipal Code, except as provided below:
    - (a) Buildings shall comply with the façade design requirements in this subsection unless specifically approved by the Plan Commission:
      - [1] Manufacturing/Production building is not required to have any glazing.
      - [2] Office building(s) or other buildings not specifically listed in this subsections 8 (a) shall have a minimum glazed area (calculated on the basis of the building façade areas) of 25%.
      - [3] Parking structure garages that have entry and exit stairwells and/or lobbies that are visible from the exterior shall have a minimum glazed area of 25% adjacent to a public street.

- [4] Utility substations; utility substation building. Utility substations and utility substation buildings shall have no minimum glazing requirement.
- (b) Construction materials. Principal buildings, accessory buildings, parking garages and any penthouse areas associated with such building or structure shall comply with the following requirements for construction materials:
  - [1] Glazed area. The following requirements apply to all glazed areas:
    - [a] Glazed areas may be tinted or clear glass. Mirrored glass is prohibited.
    - [b] Anodized or powder-coated aluminum curtain wall systems, storefront systems and accents are allowed.
    - [c] Stainless steel, bronze or brass curtain wall systems. Storefront systems and accents are allowed.
    - [d] Anodized or powder-coated aluminum metal panels or other metal panels are allowed if integral to window wall or curtain wall systems or if used for trim, soffits, canopy, sun protection systems or mechanical penthouses.
    - [e] Door frames. Door frames shall complement window frames in material, finish and color.
  - [2] Nonglazed area. The nonglazed areas of any building in this district shall comply with the standard in § 420-57H(2)(g). In addition, aluminum composite metal panels, including but not limited to Alucobond Plus by Alucobond, or Reynobond Composite Material by Arconic, or similar, high quality panel material is allowed on the buildings as specifically approved by the Plan Commission.
  - [3] Roofs (architectural features). Section 420-57H(2)(i) shall not apply. Architectural roof features or forms shall be copper or zinc-coated aluminum metal panels or slate or other high quality architectural grade metal panels as specifically approved by the Plan Commission.
  - [4] Mechanical Screening. All mechanical units, ground or roof mounted shall be screened from public view by either landscaping or other approved high quality architectural grade metal screening or panels as specifically approved by the Plan Commission.

- (c) The utility buildings (Buildings C on **Exhibit A**) may have silos with above ground piping/wiring to the other buildings as specifically approved by Plan Commission.
  - (8) Parking, access and traffic requirements pursuant to Article VIII of Chapter 420 of the Village Municipal Code unless expressly noted within this Ordinance.
  - (9) Sign requirements pursuant to Article Chapter 420 of the Village Municipal Code unless expressly noted within this Ordinance.
- (iv) Section 420-48 L related to setback for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) is amended to read as follows:
  - (a) Setback for parking areas (which includes parking spaces, maneuvering lanes and fire lanes). No perimeter curb and gutter or hard-surfaced areas shall be constructed closer than 25 feet from any property boundary lines, except where necessary to afford permanent ingress and egress to the Lot.
- (v) Section 420-57 L (2) (i) related to lights in parking lots is amended to read as follows:
  - (i) Parking lot pole lighting shall not exceed 25 feet in height as measured from grade and the concrete base of the light poles shall not exceed 12 inches of concrete and the poles shall be located within landscaped islands or adjacent parking lot green space areas.
- (vi) Section 420-76 DD related to wall signs shall be amended to read as follows:
  - DD. Wall Sign.
    - (1) The east façade of the Production building (Building D on **Exhibit A**) is allowed a wall sign up to 10,000 square feet as shown on **Exhibit B** and includes the company logo and wording "Haribo". This specific wall sign area is not included in the aggregate permitted background commercial advertising sign area allowable within DEVELOPMENT pursuant to § 420-78K.
    - (2) Wall signs shall be securely mounted on the exterior wall of a building and shall not extend more than 12 inches from the building's wall surface.
    - (3) Wall signs shall not actually or appear to extend above or beyond any wall edge.
    - (4) Wall signs shall not be placed upon or cover any architectural feature, and shall be set back a minimum of six inches from the edge of the fascia, architectural feature or exterior building wall excluding the wall sign as shown on Exhibit B which shall be a minimum of 5 feet from the edge of the fascia, architectural feature or exterior building wall.
    - (5) Only channel-type or pin-mounted letters shall be allowed; however, a symbol or company logo may be allowed if approved by the Village Zoning Administrator.
    - (6) Box/cabinet signs may be allowed if approved by the Village Zoning Administrator.

- (7) No sign raceways for mounting signage are allowed, and no visible electrical "crossovers" are allowed.
  - (8) Changeable copy signs, electronic changing message signs or electronic scrolling signs are not permitted wall sign.
  - (9) May be illuminated. If illuminated, the signs may be internally, externally, or halo-type illumination. The following types of signs/sign illumination shall not be permitted unless approved by the Village Zoning Administrator on a case-by-case basis, including, but are not limited to: (a) External neon outlining illumination; or (b) Background painting of the building façade.
  - (10) All exterior building walls/facades where former signage was placed shall be patched and/or repaired as a condition of any new wall sign permit approval. All exterior building walls/facades shall be maintained in a state of good repair at all times.
  - (11) The sign installer shall provide written verification to the Village Zoning Administrator upon installation of the sign that said sign complies with the sign permit.
- (vii) Section 420-139 A (3) related to height exceptions for special structures shall be amended to read as follows:
- (3) Special structures. Elevator penthouses, gas tanks, boiler stacks, observation towers, scenery lofts, manufacturing equipment and necessary mechanical appurtenances may be exempted from the height limitations of this Ordinance, provided that all required setbacks are increased by at least one foot for each foot the structure exceeds 60 feet, as measured from the outermost edge of said special structure.

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

**Adopted this 7<sup>th</sup> day of May 2018.**

VILLAGE OF PLEASANT PRAIRIE

---

John P. Steinbrink  
Village President

ATTEST:

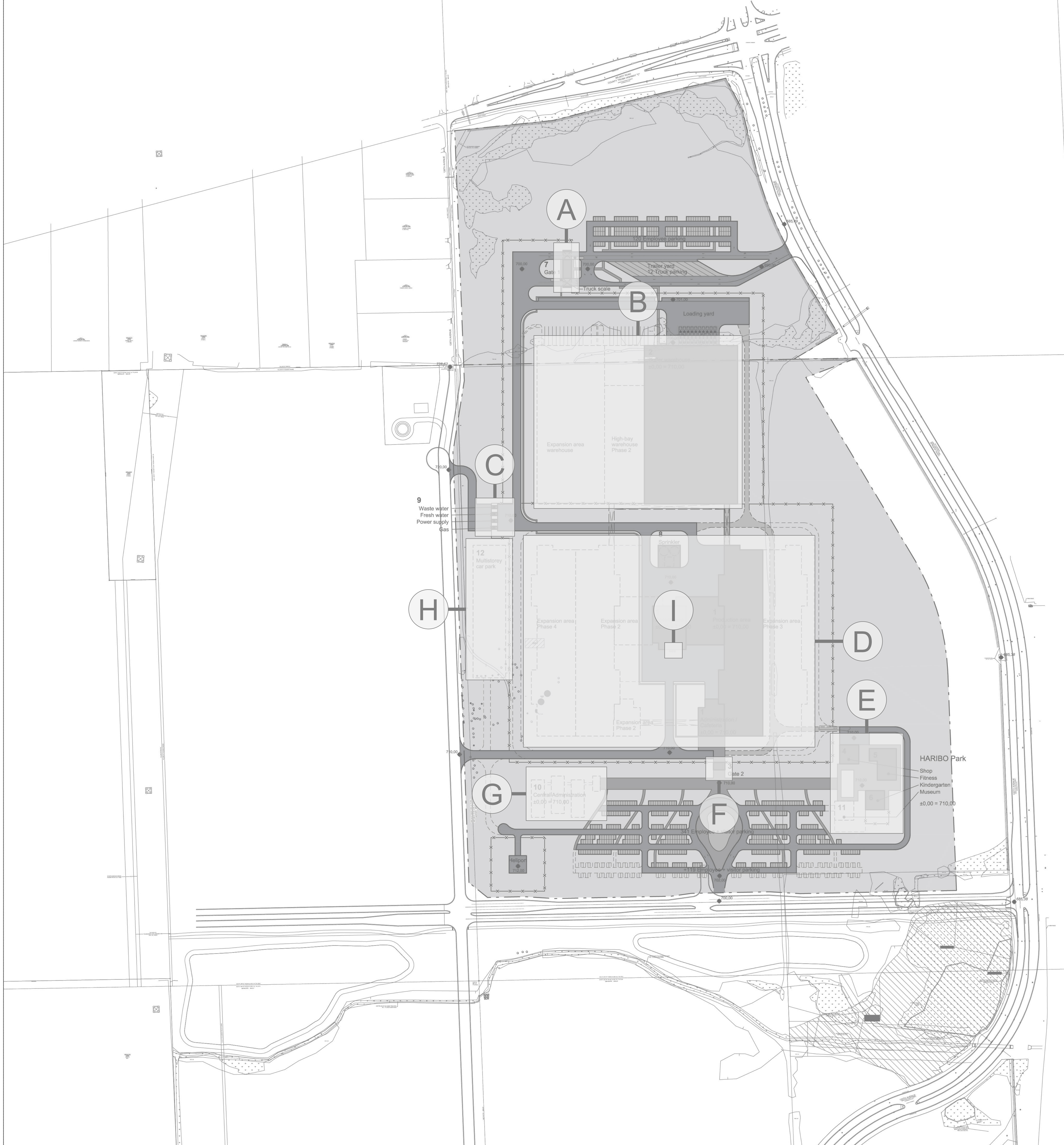
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Jane C. Snell  
Village Clerk

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

17-haribo pud  
CODE1802-005

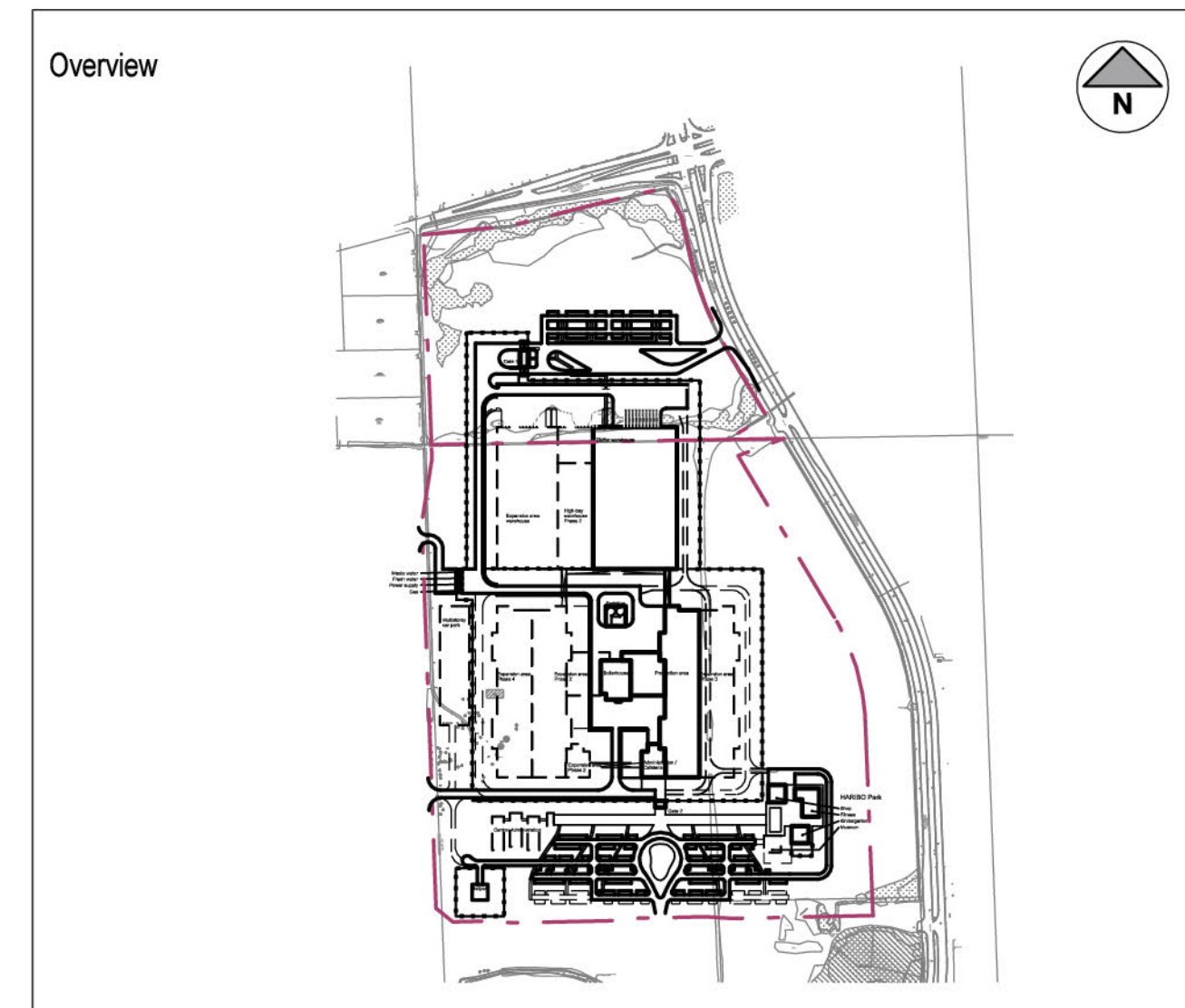




Height Zones		
A	Gate House	approx. 30 ft
B	Warehouse / High-bay Buildings	approx. 150 ft
C	Utility Buildings	approx. 20 ft
D	Production Buildings	approx. 120 ft
E	Museum, Daycare, Shop and Fitness Buildings	approx. 50 ft
F	Gate House	approx. 30 ft
G	Central Administration Offices	approx. 85 ft
H	Parking Structure	approx. 66 ft
I	Chimneys	approx. TBD

No.	Date	Change	Drawn	Rev.
1b	02/29/2018	Adaption of heights for the respective height zones.		

Released for:	Drawing no.
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**HARIBO**  
HARIBO of America

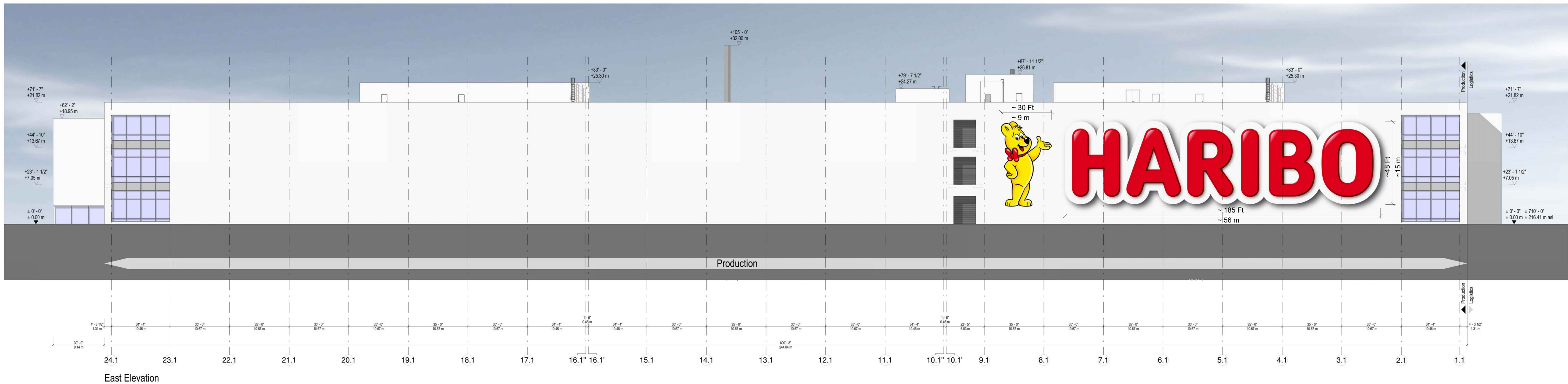
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Checked:		
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Issue date:	02/29/2018	02/29/2018
Status date:		
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Sheet:		
Scale:		
Index:		

**KOHLBECKER**  
Gesamplan GmbH

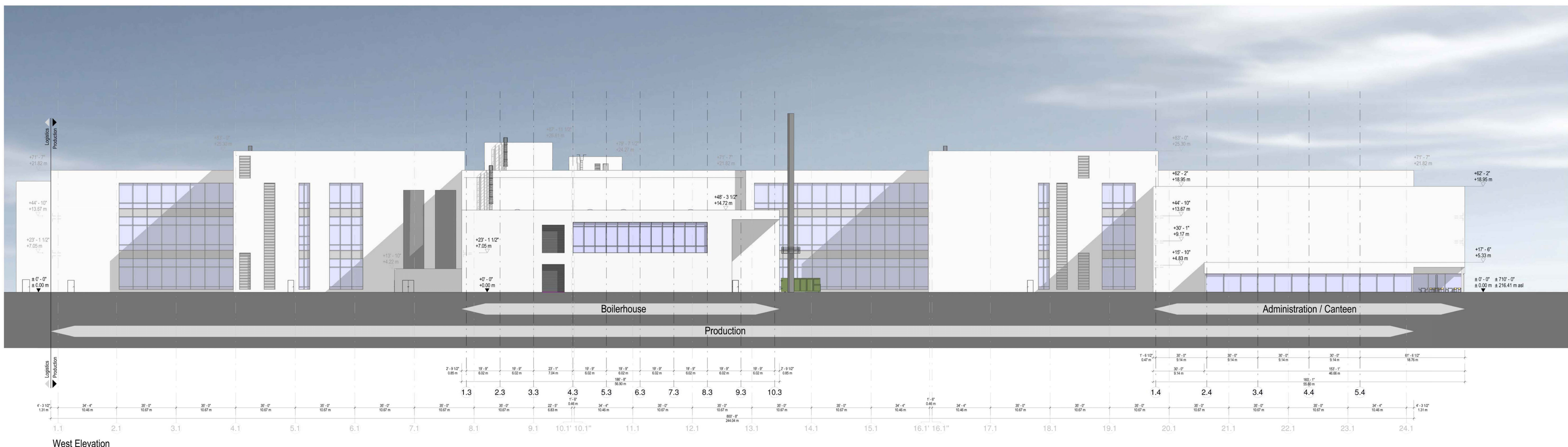
Hilfenstraße 20 · D-76671 Gaggenau  
Postfach 1380 · D-76653 Gaggenau

Tel. +49 7225 990 Fax +49 7225 66 105  
info@kohlbecker.de www.kohlbecker.de

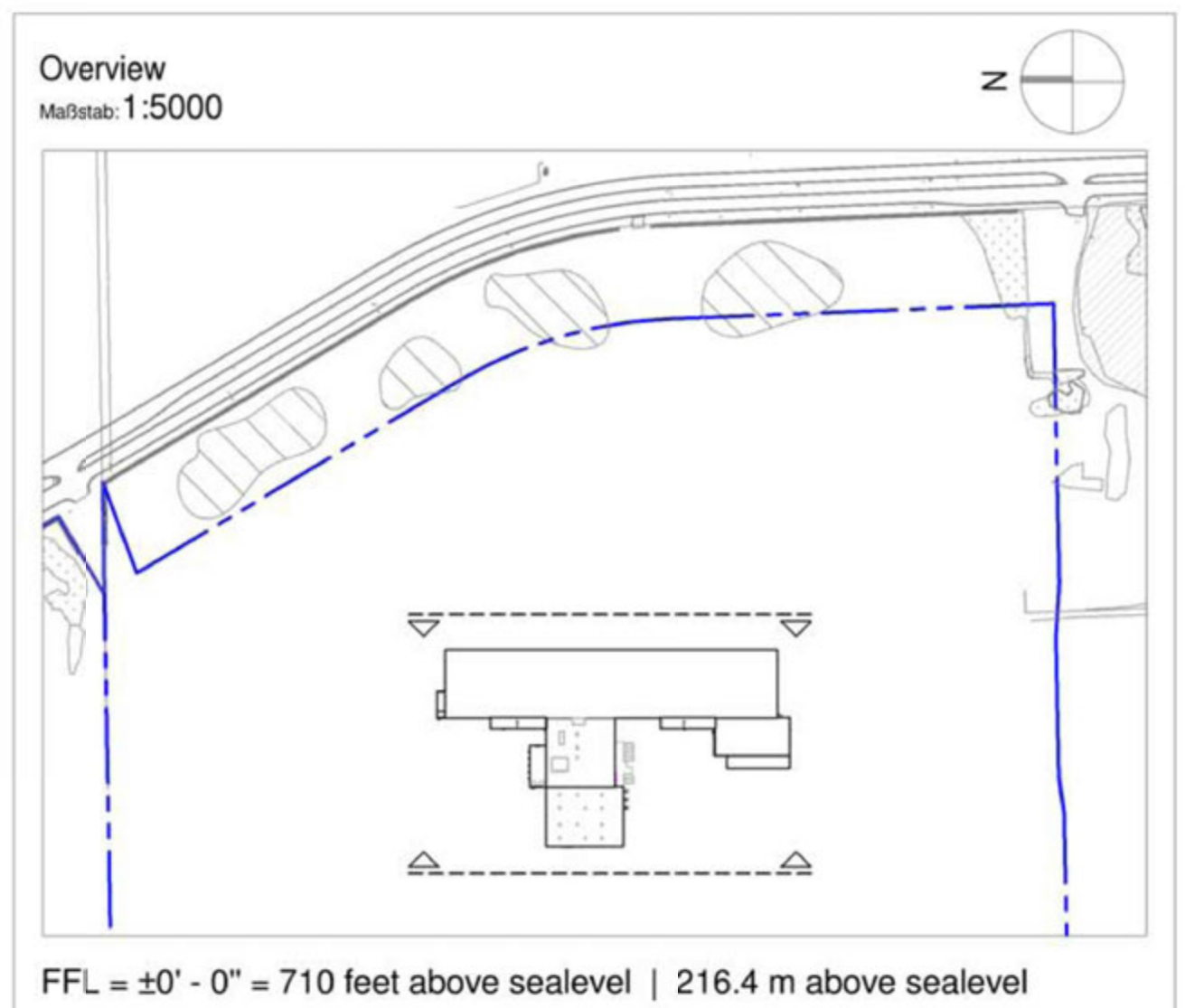
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East Elevation



West Elevation



FFL = ±0'-0" = 710 feet above seavel | 216.4 m above seavel

**HARIBO // "Great lake"**  
schematic design

design production  
East/West elevation

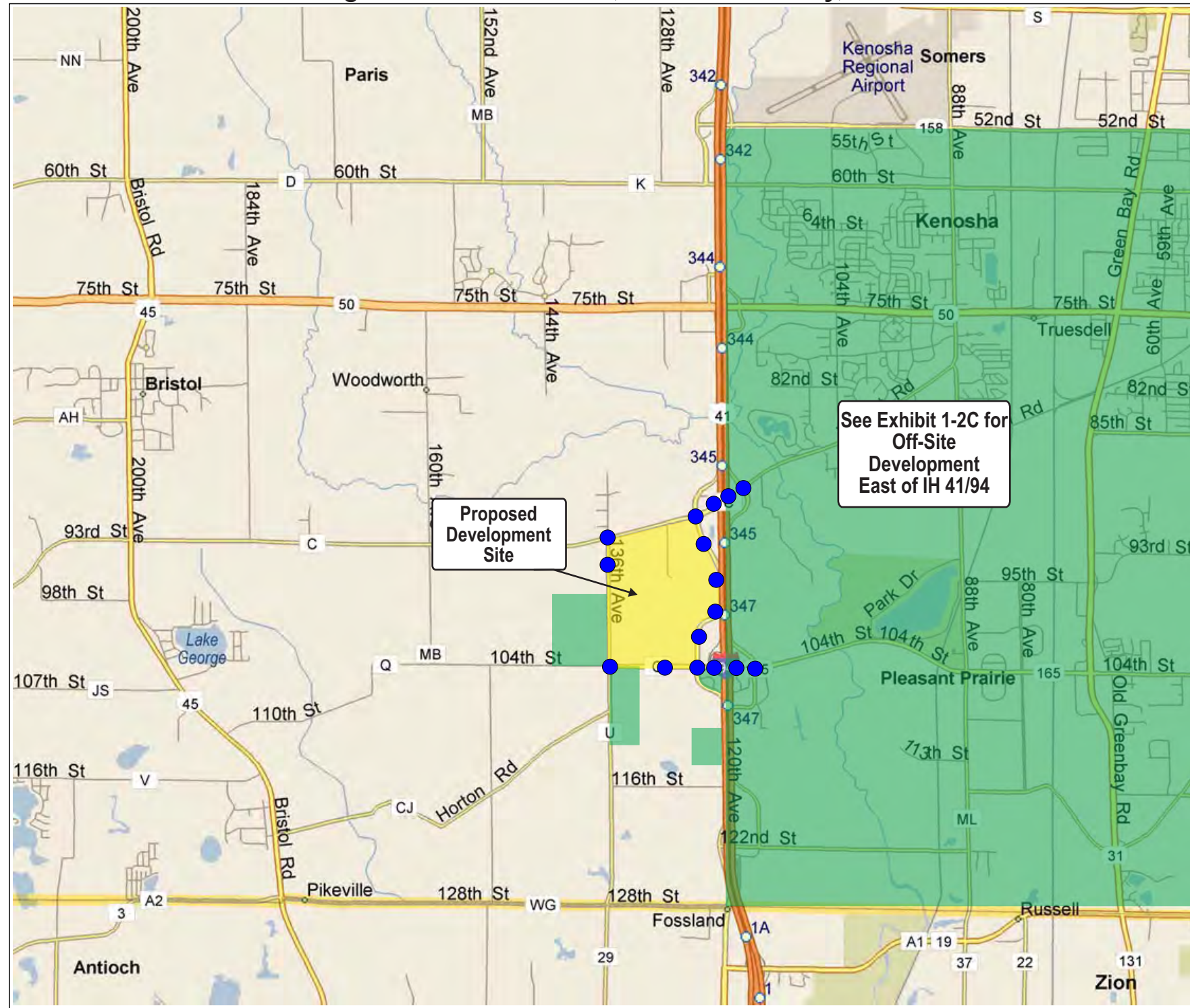
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Maßstab	1/16"=1:192	Proj. No.	17014 AR P	Blatt	2a	KOHLEBECKER Architectural Group			

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info@kohlebecker.de www.kohlebecker.de

# Village of Pleasant Prairie, Kenosha County, Wisconsin

## LEGEND

- Study Area Intersection
- Proposed Development Site
- Off-Site Development



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2128; 1-8-2018

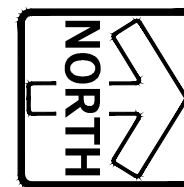
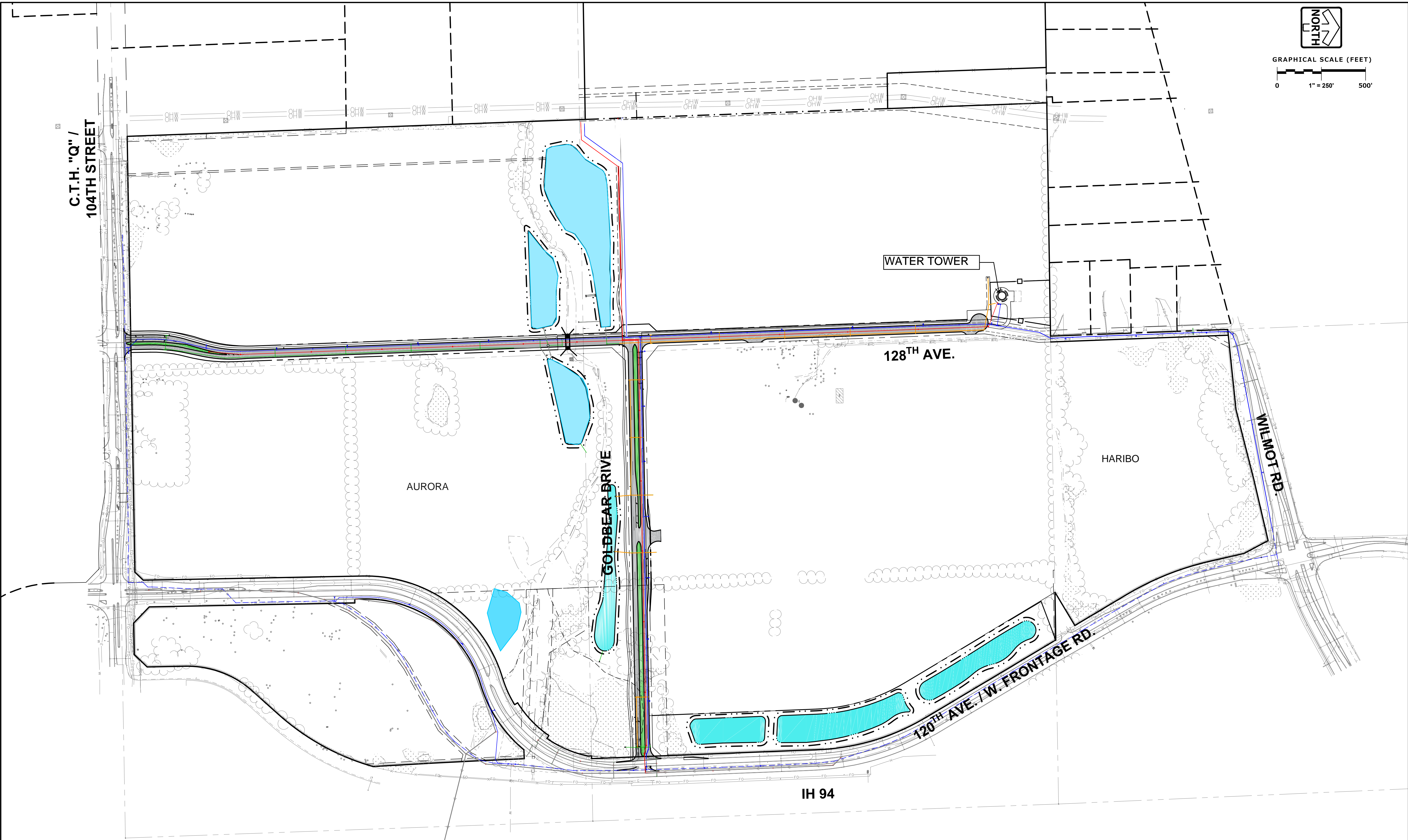


**EXHIBIT 1-1  
PROJECT LOCATION MAP**

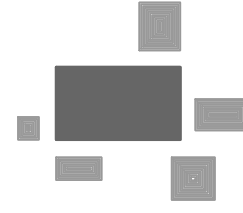
**PRAIRIE HIGHLANDS DEVELOPMENT  
PLEASANT PRAIRIE, WISCONSIN**

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DRAFTED: EP  
DESIGNED: AIS  
REVIEWED: ARA



GRAPHICAL SCALE (FEET)  
0 1" = 250' 500'


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 WISCONSIN OFFICE:  
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 BROOKFIELD, WI 53005  
 (262) 754-9888  
 CHICAGO | MILWAUKEE | NATIONWIDE

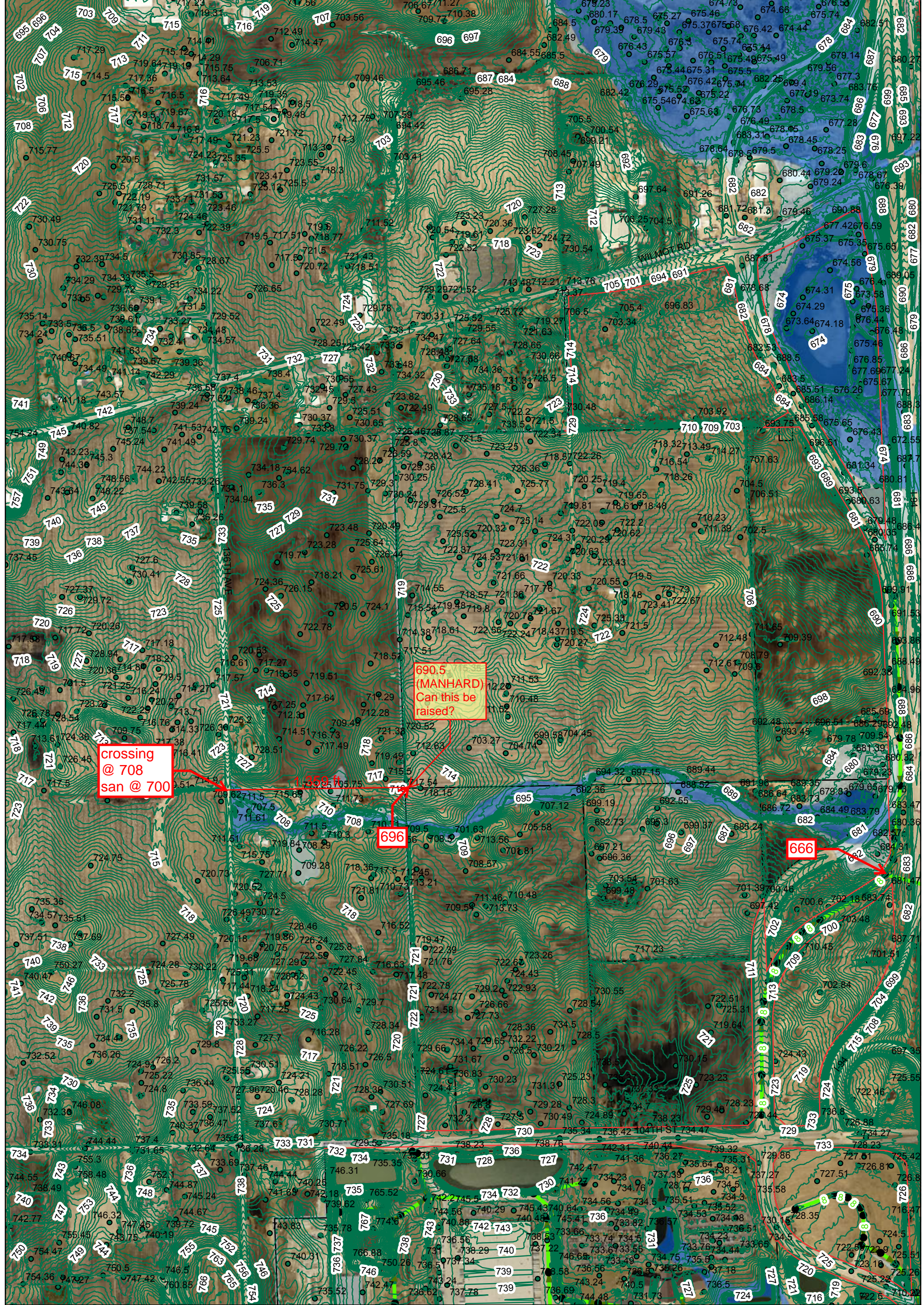
**PRAIRIE HIGHLANDS  
 CORPORATE PARK  
 PLEASANT PRAIRIE, WI**

**INFRASTRUCTURE PLAN  
 OVERVIEW**

REVISIONS	

PEG JOB No. 897.00-WI  
 PEG PM: ARA  
 START DATE: 03-29-18  
 SCALE: 1" = 250'  
**SHEET 1**  
 © COPYRIGHT 2017



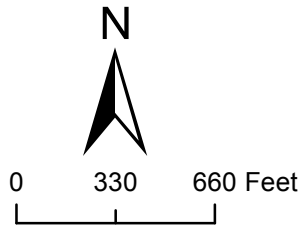


crossing  
@ 708  
san @ 700

690.5  
(MANHARD)  
Can this be raised?

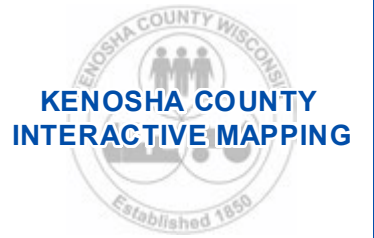
696

666





# 128th Avenue south of CTH C



### Legend

- Street Centerlines
- Right-of-Ways
- Water Features
- Parcels
- Certified Survey Maps
- Condominiums
- Subdivisions
- Municipal Boundaries

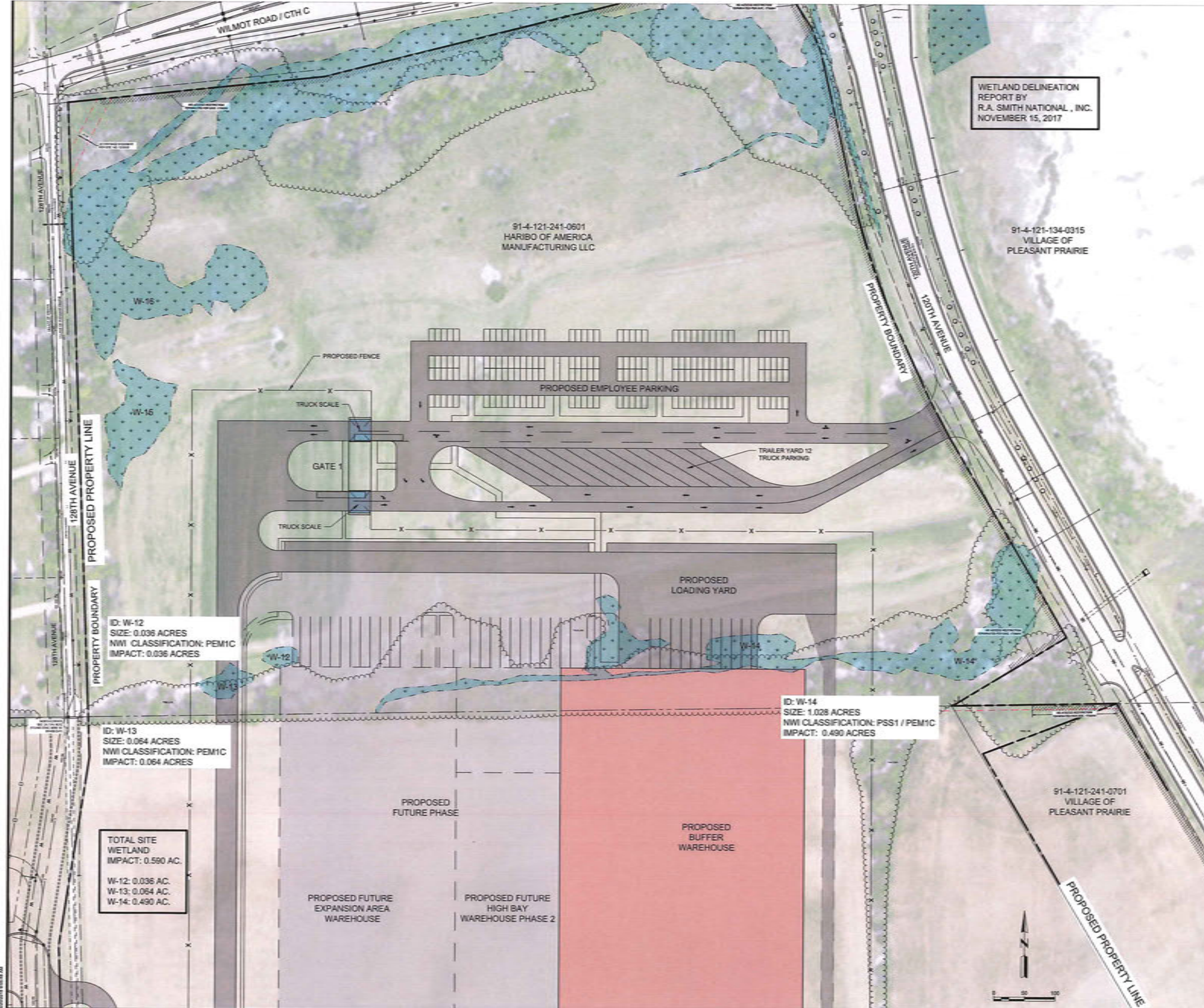


1 inch = 341 feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 4/14/2018





WETLAND DELINEATION  
REPORT BY  
R.A. SMITH NATIONAL, INC.  
NOVEMBER 15, 2017

91-4-121-241-0601  
HARIBO OF AMERICA  
MANUFACTURING LLC

91-4-121-134-0315  
VILLAGE OF  
PLEASANT PRAIRIE

ID: W-12  
SIZE: 0.036 ACRES  
NWI CLASSIFICATION: PEM1C  
IMPACT: 0.036 ACRES

ID: W-13  
SIZE: 0.064 ACRES  
NWI CLASSIFICATION: PEM1C  
IMPACT: 0.064 ACRES

ID: W-14  
SIZE: 1.028 ACRES  
NWI CLASSIFICATION: PSS1 / PEM1C  
IMPACT: 0.490 ACRES

TOTAL SITE  
WETLAND  
IMPACT: 0.590 AC.  
W-12: 0.036 AC.  
W-13: 0.064 AC.  
W-14: 0.490 AC.

**Mead & Hunt**

Mead and Hunt, Inc.  
2440 Daring Way  
Madison, WI 53702  
Phone: 608-273-6380  
meadhunt.com

KOHLBECKER

**HARIBO**

10000 WILMOT ROAD  
PLEASANT PRAIRIE, WI 53091  
TEL: 262.338.8800  
WWW.HARIBO.COM



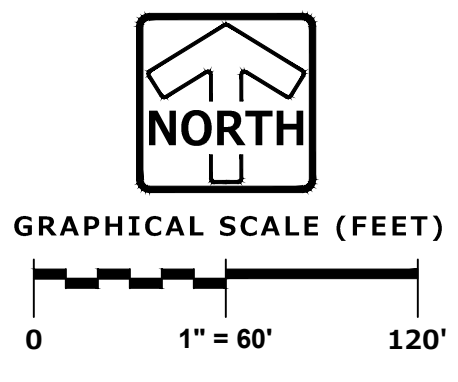
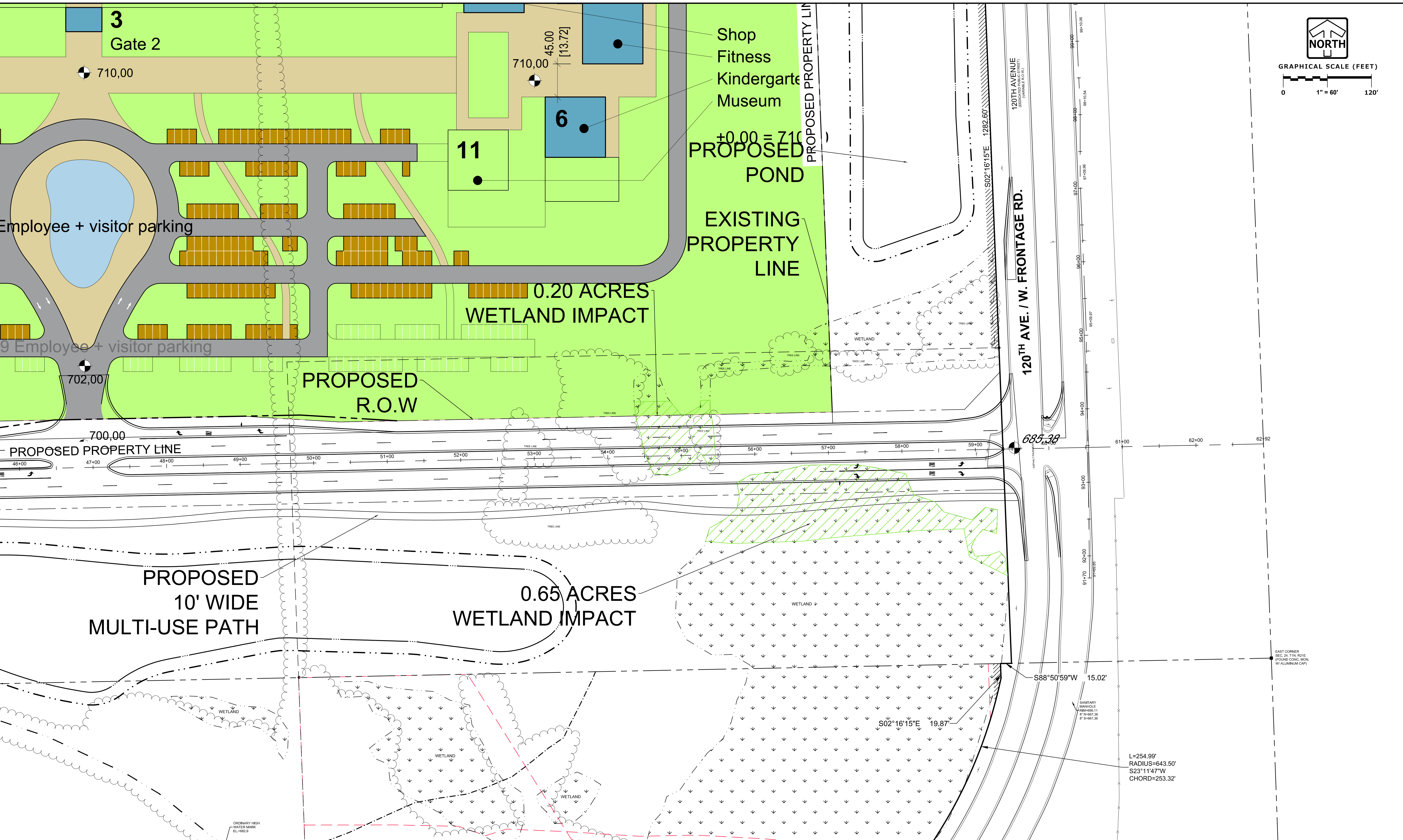
**HARIBO**

HARIBO MANUFACTURING OF  
AMERICA  
PROJECT GREAT LAKE  
HIGHLANDS BUSINESS PARK  
PLEASANT PRAIRIE, WI

NOT FOR CONSTRUCTION  
DATE: 11/15/17  
DRAWN: JTB  
CHECKED: JTB  
DATE: 11/15/17  
WETLAND IMPACT  
EXHIBIT

K:\PROJECTS\2017\WETLAND DELINEATION\WETLAND DELINEATION.DWG  
DATE: 11/15/17 10:58 AM

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 REVIEWED: \_\_\_\_\_  
 DESIGNED: CPT  
 DRAFTED: CPT



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**PRAIRIE HIGHLANDS**  
**PLEASANT PRAIRIE**

**ALTERNATIVE 1**

REVISIONS		SHEET
		1

REG. JOB NO. 897.00-WI  
 REG. P.M. NC  
 START DATE 3/1/2018  
 SCALE 1"=80'  
 © COPYRIGHT 2017

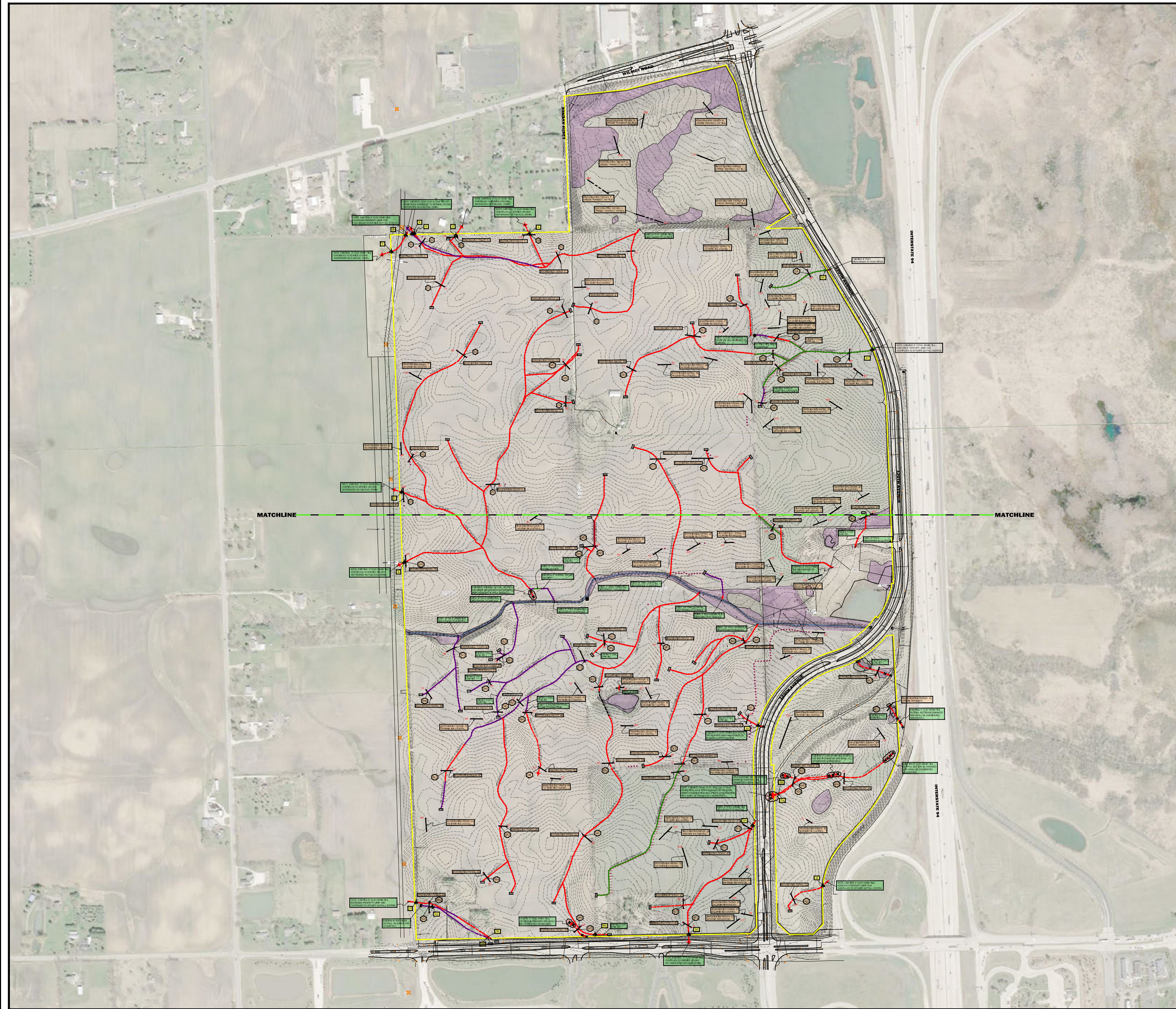
# AGRICULTURAL EXISTING DRAIN TILE INVESTIGATION PLAN

## PRAIRIE HIGHLAND PARK

PREPARED FOR PINNACLE ENGINEERING

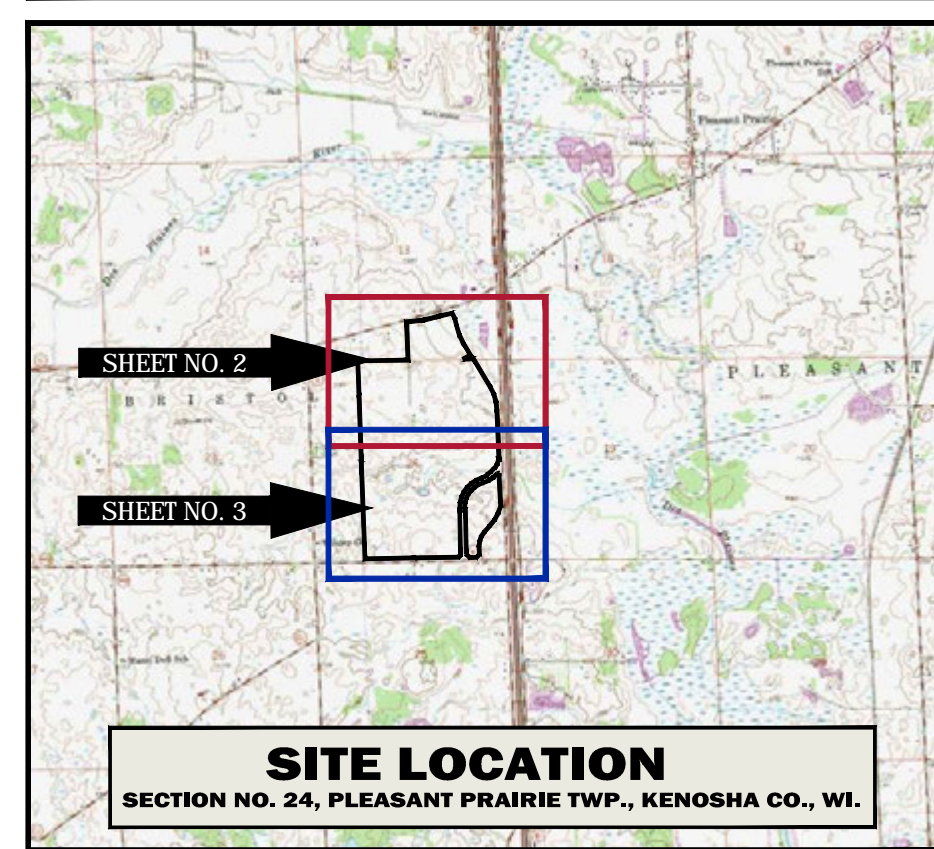
### SECTION NO. 24, PLEASANT PRAIRIE TWP., KENOSHA CO., WI.

SHEET NO. 1 OF 3



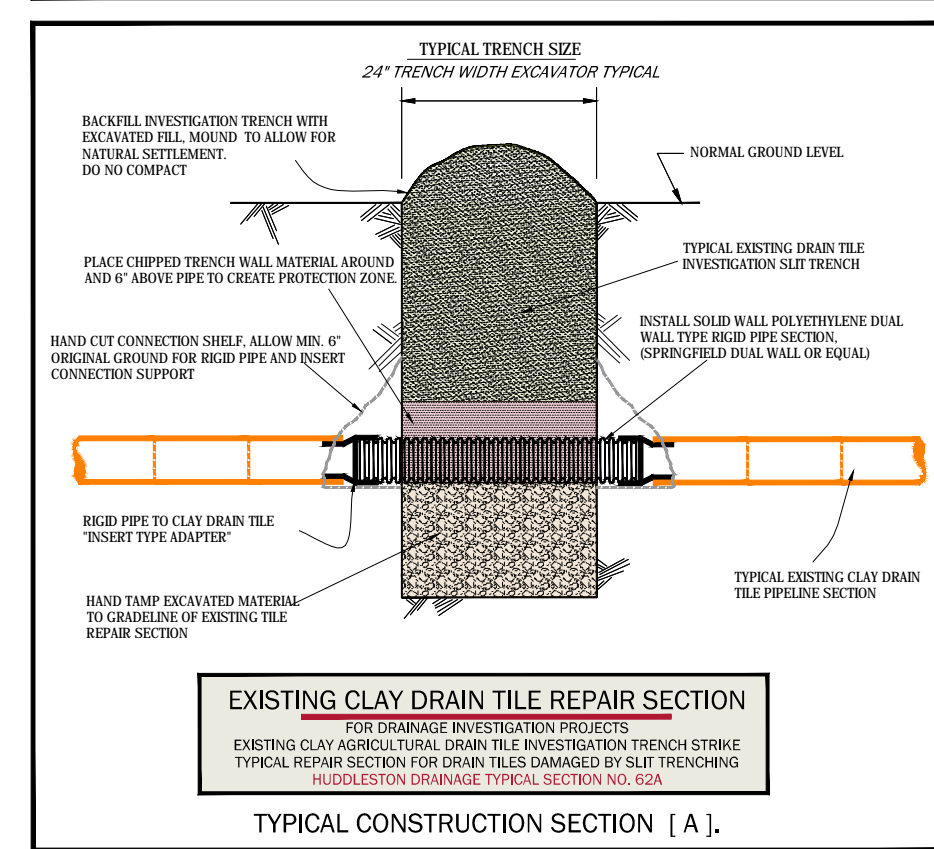
**NORTH & SOUTH SECTIONS (SHEETS 2 & 3)**  
EXISTING SUBSURFACE AGRICULTURAL DRAIN TILE INVESTIGATION CONDITION REPORT

DESCRIPTION CHART		INVESTIGATION SLIT TRENCH LOCATIONS		FIELD NOTES	
ID NO.	SLT	TYPE / QUALITY	FLOW %	SILT %	DEPTH (FT)
A1	4'	CLAY / GOOD	NONE	SLIGHT	40'
A2	4'	POLY / GOOD	90%	CLEAN	77'
B1	4'	CLAY / GOOD	NONE	CLEAN	22'
B2	3'	CLAY / GOOD	20%	CLEAN	41'
D1	3'	CLAY / GOOD	SLIGHT	95%	40'
D2	3'	CLAY / GOOD	40%	5%	46'
F	---	NO DRAIN TILE	---	---	---
G	---	NO DRAIN TILE	---	---	---
H	---	NO DRAIN TILE	---	---	---
I	---	NO DRAIN TILE	---	---	---
J	---	NO DRAIN TILE	---	---	---
K	---	NO DRAIN TILE	---	---	---
L	---	NO DRAIN TILE	---	---	---
M	---	NO DRAIN TILE	---	---	---
N	---	NO DRAIN TILE	---	---	---
O1	3'	CLAY / GOOD	15%	CLEAN	21'
O2	3'	CLAY / GOOD	25%	CLEAN	24'
R1	5'	CLAY / GOOD	NONE	5%	24'
S1	3'	CLAY / GOOD	2%	CLEAN	21'
T	---	NO DRAIN TILE	---	---	---
U	---	NO DRAIN TILE	---	---	---
V1	4'	CLAY / GOOD	50%	CLEAN	41'
W1	3'	CLAY / GOOD	NONE	CLEAN	28'
X1	3'	CLAY / GOOD	15%	5%	34'
Y	---	NO DRAIN TILE	---	---	---
Z1	4'	CLAY / GOOD	NONE	CLEAN	28'
Z2	3'	CLAY / GOOD	60%	20%	48'
Z3	3'	CLAY / GOOD	80%	30%	30'
Z4	3'	CLAY / GOOD	10%	CLEAN	31'
Z5	---	NO DRAIN TILE	---	---	---
Z6	---	NO DRAIN TILE	---	---	---
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Z100	---	NO DRAIN TILE	---	---	---



**NORTH & SOUTH SECTIONS (SHEETS 2 & 3)**  
EXISTING SUBSURFACE AGRICULTURAL DRAIN TILE INVESTIGATION CONDITION REPORT

DESCRIPTION CHART		INVESTIGATION SLIT TRENCH LOCATIONS		FIELD NOTES	
ID NO.	SLT	TYPE / QUALITY	FLOW %	SILT %	DEPTH (FT)
441	5'	POLY / FAIR	25%	CLEAN	34'
481	3'	CLAY / GOOD	FLOODED	CLEAN	23'
482	4'	POLY / FAIR	NONE	10%	18'
483	---	NO DRAIN TILE	---	---	---
484	---	NO DRAIN TILE	---	---	---
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600	---	NO DRAIN TILE	---	---	---



**NORTH & SOUTH SECTIONS (SHEETS 2 & 3)**  
EXISTING AGRICULTURAL DRAIN TILE PERIMETER INGRESS / EGRESS DATA POINTS

DESCRIPTION CHART		SURVEY DATA POINT LOCATIONS		FIELD NOTES	
DATA POINT	SLT	TYPE / QUALITY	FLOW %	SILT %	DEPTH (FT)
1	3'	CLAY / GOOD	SLIGHT	95%	45'
2	4'	CLAY / GOOD	NONE	CLEAN	20'
3	4'	CLAY / GOOD	NONE	SLIGHT	35'
4	4'	POLY / GOOD	90%	CLEAN	40'
5	3'	CLAY / GOOD	FLOODED	20%	43'
6	3'	CLAY / GOOD	SLIGHT	CLEAN	30'
7	3'	CLAY / GOOD	NONE	CLEAN	44'
8	3'	CLAY / GOOD	SLIGHT	CLEAN	30'
9	6'	CLAY / GOOD	SLIGHT	CLEAN	43'
10	6'	CLAY / GOOD	50%	10%	44'
11	6'	CLAY / GOOD	20%	CLEAN	35'
12	3'	CLAY / GOOD	10%	CLEAN	35'
13	6'	CLAY / GOOD	NONE	CLEAN	41'
14	3'	CLAY / GOOD	NONE	CLEAN	35'
15	4'	CLAY / GOOD	20%	CLEAN	44'
16	4'	CLAY / GOOD	SLIGHT	20%	65'
17	6'	CONC. / GOOD	80%	CLEAN	45'
18	4'	CLAY / GOOD	5%	CLEAN	45'
19					



# MEMORANDUM

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

TO: Peggy Herrick, Assistant Planner / Zoning Administrator  
FROM: Matthew Fineour, P.E., Village Engineer  
SUBJ: Haribo of America – Concept Plan  
DATE: March 12, 2018

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Peggy,

The Engineering Department has reviewed the submitted concept plans for the above referenced project. Based on our review, we have the following comments listed below and as noted on the attached plan mark-up sheets. Refer to both this memo and the plan mark-up sheets for all engineering comments.

1. See comments on attached mark-up plan sheets.
  - a. Only plan sheets with comments are included.
  - b. Comments that apply to multiple locations are not repeated for every occurrence.

## **General Plan Comments**

2. The aerial photo site representations do match the concept plans. Rectify discrepancies.
3. Provide a preliminary utility layout plan for on-site sewer, water, and storm water facilities for initial review and comments.
  - a. The concept plans seem to have contradictory information as to where on-site water and sanitary sewer will connect to the public system.
  - b. The on-site sanitary sewer shall be designed to minimize connection points to the public sewer system. Eliminate designs of laterals going through the outlet designated for the storm water management basins.
  - c. 128<sup>th</sup> Avenue is at a higher elevation than the building pads by approximately 10-feet. The site sanitary sewer connection will need to be routed down gradient to Goldbear Drive. The Village will provide preliminary sewer plans for reference.
  - d. Sampling manhole(s) are required and shall meet the requirements of Chapter 405 of the Village ordinance. Show proposed location(s) in the preliminary utility layout plan.
4. Provide information as to what is proposed at the utility connection area as shown on the concept plan. Why is a drive connection to 128<sup>th</sup> Avenue needed at this location? The drive connection shall be avoided at this location, unless actually warranted. What are the 50-foot high structures at this location?

5. The maximum width of a private drive to the WisDOT's West Frontage Road is 35-feet. A discussion of providing dedicated right-of-way for a public road entrance will need occur if the drive is proposed to be wider than 35-feet.
6. The Village will need to complete the corporate park Traffic Impact Analysis (TIA) and submit for WisDOT's approval, including Haribo's proposed layout of eliminating / relocating the existing public road access point to the north for the trucking entrance. The Village is currently working through the DOT TIA process.
7. Additional information is required as to the intent, use, logistics, and restoration of the proposed temporary gravel areas.
  - a. The proposed extent of the gravel appears unnecessary, expensive, and problematic. It is unclear as to how these areas will be used, managed, restored, or what is going to happen with all the gravel during site development phasing. Provide detailed information as to the need and use of the extensive gravel area and the logistics of grading, site construction, gravel areas associated with development phasing, and land restoration of areas within green space areas.
8. The site plan will need to consider overall site grading requirements and elevation changes, which may affect placement of structures or other site related items. For example, there will be a grade change from 128<sup>th</sup> Avenue to the building pad areas. This may affect the proposed parking garage and/or drive entrances. A preliminary site development grading plan shall be prepared for the development.

### **OTHER COMMENTS**

9. Detailed site civil engineering plans shall be prepared and submitted which include the following:
  - a. Site grading and erosion control plans.
  - b. Site utility plans for sanitary sewer, water, and storm water infrastructure.
  - c. Landscaping plan.
  - d. Site lighting plan.
  - e. Details.
10. The design engineer shall refer to Chapter 405 – Design Standards and Construction Specifications for civil requirements and Village standard details.
11. Several design coordination efforts (roadway, land leveling, etc.) are ongoing. This memorandum does not cover issues or efforts that are ongoing that are beyond the concept plan review for the site.

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

\*\*\*



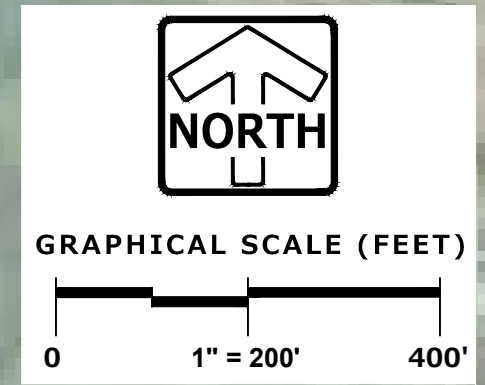
Prairie Highlands-Haribo  
Phase 1 Perspective looking northwest

CONCEPT PLANS DO NOT SHOW THIS DRIVE IN PHASE 1 - COORDINATE WITH FIRE DEPARTMENT REGARDING FIRE ACCESS DRIVE REQUIRMENTS FOR BUILDOUT AND DEVELOPMENT PHASES- RECTIFY ALL DESCREANCIES BETWEEN PLANS AND DEPICTION

WHAT IS THIS...PLANS SHOW FUTURE MULTISTORY CAR PARK BUT NOTHING FOR PHASE 1

SOUTH ROAD (GOLDBEAR DRIVE) WILL BE A BOULEVARD





PROVIDE A  
DETAIL OF THE  
PROPOSED  
FENCE TYPE

MAX 35-FEET  
OR NEED  
PUBLIC ROAD  
DEDICATION

VILLAGE TO COMPLETE THE  
TIA FOR CORPORATE PARK  
AND SUBMIT FOR WISDOT  
APPROVAL FOR RELOCATING  
WEST FRONTAGE ROAD  
ACCESS POINT

SANITARY SEWER WILL NEED TO BE  
ROUTED SOUTH TO GOLDBEAR DRIVE  
DUE TO ELEVATION DIFFERENCE  
BETWEEN 128TH AVE AND BUILDING  
ELEVATIONS.

WHAT DOES THE  
"GREEN" REPRESENT  
FOR THIS DRIVE?  
CHECK TO ENSURE  
THAT THIS MEETS FIRE  
DEPT REQUIREMENTS

WATER  
TOWER

CLARIFY NEED FOR  
CONNECTION; STRUCTURE(S)  
AND INTENT

FIRE LANES NEED TO  
BE 30-FEET WIDE  
MINIMUM

OUTLOT 1  
OF CSM 2849  
FOR STORMWATER  
FACILITIES

SITE GRADING AND  
ROADWAY ELEVATION  
WILL NEED TO BE  
CONSIDERED ALONG  
THE ENTIRE WEST  
PROPERTY BOUNDARY.

FITNESS MUST BE FOR  
EMPLOYEES ONLY.  
CONFIRM INTENT.

IS THIS ENTRANCE GATED? PROVIDE  
INFORMATION AND DETAIL OF THE  
GATE TYPE. IS THE CAR PARK FOR  
EMPLOYEES? VISITORS? HOW DOES  
ONE GET FROM THE CAR PARK TO  
THE BUILDINGS?

ALTERNATIVE PLACEMENT  
OF THE HELIPAD SHALL BE  
CONSIDERED AND  
DISCUSSED

PROVIDE  
DETAIL OF FENCE TYPE  
AROUND  
HELIPORT












Office of the  
Chief of Fire & Rescue  
Craig Roepke

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Craig Roepke, Chief Fire & Rescue   
CC: Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Fire Department review of Master Conceptual Plan - Haribo  
Permit/Trakit#: DEV1801-006  
DATE: March 16, 2018

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These are initial comments for the Master Conceptual Plan - Haribo received for the manufacturing complex located at the Northeast side of the Prairie Highlands corporate park.

The Fire & Rescue department have the following comments regarding the above project.

1. Clarify the area indicating Waste, Fresh Water and utility services. Is this an access into the property from the cul-de-sac location on the West? Please define this area's use.
2. All entrances into the complex (Gate #1, #2, and West center or future) shall have the ability for the department to access if not supervised or staffed.
3. Request to open a discussion for use of Heliport for area aeromedical helicopter service for medical airlift incidents within the area from surrounding fire agencies.
4. As specific information is developed for the project, the fire department will have additional comments.
5. All main roadways, fire lanes, and the access road to the Heliport shall be 30 feet wide.
6. Hydrant and utility details along with road width dimensioning are not shown and will be required for future review in updated revisions.
7. Review Village Ordinance 180-11 for regarding hard surface fire department access.
8. Review Village Ordinance 180-16 for hydrant spacing and fire loop requirements.
9. Public Safety Radio coverage systems will likely be required due to the density and composition of the buildings.
10. Fire Department overall comments are attached to this document. Many comments below will require further detail, but are being provided in advance to provide early opportunities for discussion and clarification.

**Distribution of Comments:** the person who obtains the building permit to all contractors and subcontractors affected by this document shall distribute copies of these comments. This document outlines critical times and deadlines. All recipients of this document must become familiar with the contents.

**IT IS CRITICAL THAT ALL CONTRACTORS SPECIFICALLY FIRE SPRINKLER & ALARM DESIGNERS AND INSTALLERS RECEIVE AND UNDERSTAND THE CONTENT OF THIS DOCUMENT.**

**Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.

**Conflicts:** In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State of Wisconsin and/or the Village of Pleasant Prairie where applicable.

**Fire Safety System Plans:** such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.

**FIRE ALARM AND SPRINKLER PLANS ARE A SEPARATE SUBMITTAL TO THE FIRE DEPARTMENT. DUE TO CONSTRUCTION AND TIME CONSTRAINTS FIRE PROTECTION SUBMITTALS MAY AND ARE TYPICALLY BROKEN INTO AN UNDERGROUND SUBMITTAL AND AN ABOVE GROUND SUBMITTAL. INFORMATION REGARDING PLAN SUBMITTAL CAN BE FOUND AT <http://www.pleasantprairieonline.com/services/fireandrescue/ForContractors.asp>**

**Pre-Construction Meeting:** A pre-construction meeting may take place with the general contractor, the fire protection contractor, the Fire and Rescue Department, Village staff, and any other sub-contractor prior to the start of any project construction.

**1. Site Access:**

- a. Access shall be provided around the perimeter of the site for Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition.
- b. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
- c. All entrances from public streets, as well as road and driveways around the proposed building shall be a minimum of 30 feet wide.
- d. All roadways and fire lanes must be unobstructed and not used any part as a parking area for automobiles, semi-trucks or trailers. Fire lanes shall comprise of a hard and maintainable surface.
- e. All exterior exit pathways as well as access to the Fire Pump room shall have a hard surface, leading to a hard surface. This includes all exit doors from the facility. These pathways shall be maintained and accessible at all times.
- f. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
- g. There shall be Knox padlocks or Knox key switches on all gates on site. The Fire & Rescue Department will review the proper placement and operation of the Knox system locks.

**2. Gates / Barriers:** Any gates or barriers that are employed or installed on a private roadway or access shall have a minimum width clearance of fourteen (14) feet. Gates or barriers that are locked must have the ability for the AHJ to remove, unlock or disable the securing mechanism to open or raise the gate or barrier. Any barrier or gate that raises vertically at a pivot point to allow for passage must provide for at least 90 degrees of clearance from the ground to the bottom of the gate or barrier. Gates or barriers that raise vertically shall have a minimum vertical clearance of 13'6". There shall be a manufacture endorsed mechanism or process to secure the gate or barrier in the open position without utilizing personnel to maintain an open condition. The gate or barrier access on premise shall be readily identifiable to the AHJ.

**3. Combination Water Sizing Confirmation:** The owner shall provide a letter from the sprinkler designer affirming that the combination water main is sized appropriately for both domestic use and fire sprinkler protection demand. This

will typically include the designer's license stamp on the document.

4. **Required Licenses:** A Wisconsin licensed fire protection contractor and/or sprinkler fitter must install any and all dedicated fire protection underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
5. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.
6. **Review and Comments:** the Fire Department will review and comment on the following areas outlined below.
  - A. Site and Operational Permits
    1. Site accessibility (Plans provided do not specific clearances or distances)
    2. Fire Pump Location
    3. Pumper Pad
    4. Fire hydrant spacing
  - B. Conditional Use and Operational
    1. Standpipe outlet locations
    2. Fire alarm pull stations
    3. Emergency and Exit Lighting
    4. Fire extinguishers

7. **Plan Review, Permits and Fees**

- a. The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin.
  - b. The Village will use an independent fire safety consultant for review of all fire protection plans submitted.
  - c. An approved review must be completed before any permits will be issued and before construction can begin.
  - d. A submittal is not considered permitted or an approved plan.
  - e. Acquiring WI State approved plans is not acceptable to bypass the AHJ permit process.
8. **Permit fees:** must be paid at time of submission for review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks

The following fees and permits are generated directly from the Fire & Rescue Department.

- a. Bulk water Usage
- b. Fire Protection Plans for Underground and Aboveground
- c. Fire Alarm System Plans
- d. Kitchen Hood Systems Plans

*NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.*

9. **Occupancy:**

- a. All fire and life safety requirements must be in place and operational prior to any building being occupied.
  - b. No occupancy inspections shall be scheduled until all life-safety systems are complete.
  - c. Key life safety systems include: Fire sprinkler system, Fire alarm system, Fire extinguishers, Emergency Lighting, and any additional requirements determined by both the Fire Department and the Village Building inspection department.
  - d. AEDs as required are in place.
10. **Hazardous Occupancies:** Should there be identified hazard occupancies with this project, the Fire & Rescue Department will need more than the typical four week time period to review potential Hazardous Occupancies. The owner must contact the Fire & Rescue Department as soon as possible to begin the review

process.

11. **Exterior Doors:** All outside doors must have access to the interior. Such as a lock and handle provided at each door.
12. **AED:** The owner may be required to acquire and install one or more public access Automatic External Defibrillator (AED) onsite for employee and public use in the event of a sudden cardiac arrest. It is suggested that during the construction phase that a location(s) be identified so that options for recessed cabinets may be determined.
13. **Storage:** Maximum height, width and aisle ways and egress pathways must be maintained and will be enforced. The same concerns apply to the storage of quantities of combustibles (plastics and cardboard) and other storage of flammable liquids or chemicals must also be properly identified, placarded and stored.
14. **Elevators:**
  - a. If applicable, must comply with Village of Pleasant Prairie Ordinance 180-20, including acceptable minimum size and emergency notification.
  - b. Review the proper sizing requirements with the fire department early in the planning process.
15. **Severe Weather Shelter:** The architect shall identify the area within the building that can be used as a “severe weather shelter” or “safe haven” during severe weather such as a tornado. That area will be identified with signage.
16. **Door Numbering:** Each exterior door shall be sequentially numbered.
  - a. Shall consist of a 4” reflective number in a color that is contrasting to the door color.
  - b. Numbering shall be in an increasing sequence and located in the upper right-hand portion of the door.
  - c. The starting numbering point shall be determined in the field and approved by the AHJ.
17. **On Premise Secure Key System:** Knox Company Rapid Entry System, “Knox Boxes” shall be provided for the building. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
18. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
19. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. These circuits shall be clearly labeled.
20. **Sprinkler System:** The building is to be equipped with an “automatic fire sprinkler system”. The systems shall be designed and constructed to the current printed edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Confirm NFPA edition with the Fire Department prior to system design.
21. **The following information as applicable, must be submitted with the sprinkler plans for review:**

Building height	Number of stories/floors	Mezzanines	Elevators
Hazard class	Commodity Class	Exterior storage	Fire protection

22. **Fire Hydrants:** Fire hydrants shall meet the Village of Pleasant Prairie hydrant specification. Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the building, per Village Ordinance §180-16. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches.
23. **Fire Protection Loop:** A fire protection (hydrant) loop shall be required as part of the overall fire protection

systems as outlined in §180-16(K)(5).

24. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA) code standard 24 and witnessed by the Fire Chief or designee.
25. **Fire hydrant / water main flushing:** can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a 'clean water sample' on this site.

**26. Pumper Pad:**

- a. A municipally fed fire hydrant and fire department connection (FDC) combination is defined to be a "pumper pad".
- b. The FDC shall comprise of a 30 degree angled 5" Storz connection unless otherwise approved by the fire department in writing.
- c. Both the hydrant and FDC shall be between 18" and 23" above finished grade as a pair.
- d. There shall be dedicated space for a fire engine to have unobstructed access to the pumper pad.
- e. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. Any variances shall be approved by the AHJ in writing.
- f. The pumper pad shall be free of vegetation, plant, shrubs, or other obstructions at least 5 feet on each side.
- g. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant.
- h. The Fire Department connection shall be constructed along with an underground drain with access for inspection.
- i. The area around the pumper pad shall be comprised of a hard surface such as asphalt or concrete.
- j. The pumper pad area shall have some form of posted signage or painted pavement designation indicating no parking or obstructions in that area.
- k. Refer to the Village specification drawing for the pumper pad design.

**27. Bollards:**

- a. Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) that are subject to damage.
- b. Bollards shall be six (6) inches in diameter. Bollards shall not obstruct charged fire hoses.
- c. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.

**28. Standpipes:**

- a. The building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve.
- b. Where required, standpipes shall be wet and placed adjacent to all exterior exit doors, same side as the door handle/knob. Village Ordinance 180.16 (I).
- c. No 1-1/2" cap reductions are required.

**29. Pump Room / Riser Room Door:**



- a. The exterior door that accesses either the fire pump or riser room shall be labeled in the following manner outlined below
  - i. At the center upper 1/3 of the door, utilizing 4" reflective RED or WHITE block lettering contrasting to the door color, with the following title.
  - ii. "FIRE PUMP ROOM" or "FIRE RISER ROOM", respective for the type of existing room.
- b. This door shall have a Knox-Box installed adjacent to the door. The specific location heights and details are documented in the "Fire Department – Appendix A" attachment.

**30. MSDS / SDS Station:**

- a. Within the pump or riser room locate a (SDS) Safety Data Sheet Station in a conspicuous and accessible location. The station shall be labelled so to be readily identified.
- b. Products used for maintenance, production or stored within the facility shall have their SDS information located at this SDS station.
- c. The SDS information shall be organized in such manner that access to product information is intuitive.
- d. The contents of the SDS station shall be updated and/or reviewed at least annually by the building owner or active tenant. A dated record log shall be kept with the SDS station indicating such review.

**31. Strobe Light:**

- a. All strobe lights required below shall meet Village specifications as found in section 180-16(m) of the Sprinkler Ordinance. The lens color shall be RED.
- b. A strobe light and 10" dome bell shall be provided, visible from the pumper pad to indicate a waterflow alarm condition.
- c. If the building has a fire pump, an additional strobe light shall be required and installed adjacent to the waterflow alarm and activated when the fire pump is running.
- d. Both notification devices above (b & c) shall be labeled appropriately as "WATERFLOW" and "PUMP RUN" below the respective devices.
- e. A strobe light shall be provided and installed vertically at each riser location on the exterior of the building. No bell or signage is required. In instances where two or more risers are located at one location, only one exterior strobe is required. The strobe shall activate on any one riser waterflow.
- f. A separate "Appendix A" document is available to provide visual detail supporting the above requirements.

**32. Fire Alarm System:** There shall be a full function remote annunciator installed. Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system. The systems shall be designed and constructed to the current printed edition of NFPA 72. Confirm NFPA edition with the Fire Department prior to system design

- a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
- b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
- c. **Smoke and Heat Detection:** Shall be installed as required.
- d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
- e. **PIV & Exterior Valves:** shall be monitored by the Fire Alarm system.
- f. **Strobe & Bell:** Strobe light and Bell devices shall be identified and documented on the submitted Fire Alarm plan submittal. It is understood that typically this work is completed by the electrical contractor and not part of the alarm plan per say.
- g. **Duct Detectors:** Duct detectors shall be programmed as a Supervisory Alarm, not as an alarm

condition.

- h. **Fire Alarm Plans Location:** There shall be a designated location for a set of as-built fire alarm plans near the FACP per NFPA 72.
- i. **FACP Nomenclature:** Confirmation of nomenclature shall be discussed between the Fire Department and the fire alarm program technician prior to any inspections.
- j. **Initiating Devices Labeling:** All initiating devices e.g.: pull stations, smoke detectors, tampers, etc shall be labeled with the FA device number that matches the system nomenclature programmed. The font/letters shall be at least 14pt and of such size that they are visible based on accessibility to the device. (e.g.: ceiling initiating devices may require a larger font size)
- k. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
- l. **Transmission of Fire Alarms.** The method of transmission to central station must be approved by the Fire & Rescue Department. (e.g. RF Radio, cellular, VOIP, or other approved technologies allowed by code.)
- m. **FACP Main Panel:** There will be one main fire alarm panel within a building. The system will not be split into two or multiple fire alarm panels interconnected together. (Example: West wing is one panel, East wing is a different panel)
- n. **Fire Alarm Map:** An “as-is” drawing of the fire alarm system shall be provided and posted in the riser or pump room of the building. The drawing shall have at minimum, the initiating device numbers, locations, and door numbering scheme on the posted drawing. Size of the drawing to be discussed with the fire department.
- o. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.

Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue
<u>Phone numbers</u>	
<b>Emergency:</b>	<b>(262) 694-1402</b>
Non-emergency:	(262) 694-7105
Business:	(262) 694-8027

- 33. **All Hazards Notification System:** Should the owner or tenant plan on the installation of an in-building all hazards notification system (fire, weather, active threat, etc), the fire department must be made aware and the system must meet all NFPA 72 requirements.
- 34. **Public Safety Radio Coverage:** Provide for adequate radio coverage to public safety service workers, including but not limited to firefighters, and law enforcement officers. For purpose of this section, adequate radio coverage shall include all of the following:
  - a) a minimum signal strength of -101 dBm available in 95% of the area of each floor of the building when transmitted from the Public Safety Radio Communications System: and
  - b) A minimum signal strength of -101 dBm received at the Public Safety Radio Communications System when transmitted from 95% of the area of each floor of the building, via portable radio with public safety microphone.
  - c) Channel Performance Criterion (CPC): CPC is the minimum performance level in a faded channel, per TSB-88, clause 4.2. TSB-88 is a “Telecommunications Systems Bulletin” published by the TIA,

Telecommunications Industry Association. The performance level is rated using “Delivered Audio Quality”. Industry standard DAQ definitions are shown in Table 1.

- d) DAQ level of three (3) is the minimum performance level which shall be attainable by public safety radio systems in 95% of the area of each floor of a building, via portable radio with public safety microphone

**Table 1 - Delivered Audio Quality Definitions**

DAQ Delivered Audio Quality	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise / distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise / distortion.
3.5	Speech understandable with repetition only rarely required. Some noise / distortion.
4	Speech easily understood. Occasional noise / distortion.
4.5	Speech easily understood. Infrequent noise / distortion.
5	Speech easily understood.

- e) The frequency range which must be supported shall be 151.0000 to 160.0000 MHz, in both digital and analog signals.

**Testing Procedures:**

- A. Initial Tests. Public safety employees or their designees will perform initial tests. A Certificate of Occupancy shall not be issued to any new structure if the building fails to comply with this section.
- B. Annual Tests. Fire Department personnel in conjunction with inspection procedures will conduct annual tests.

**Amplification Systems Allowed**

1. Buildings and structures which cannot independently support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted signal booster amplifiers as needed. The installation of equipment as indicated above cannot be detrimental to the operation of the Public Safety Radio System.
2. In the event that a signal booster is employed it shall meet the following minimum requirements:
  - a. be fully encased within a dust resistant case;
  - b. be contained in a National Electrical Manufacturer’s Association (NEMA) 4-type waterproof cabinet;
  - c. battery systems used for the emergency power source shall be contained in a NEMA 4-type waterproof cabinet;
  - d. the signal booster system and battery system shall be electrically supervised and monitored by a supervisory service, or shall sound an audible signal at a constantly attended location;
  - e. Have FCC certification prior to installation.

**Secondary Power**

Emergency responder radio coverage systems shall be provided with an approved secondary source of power conforming to NFPA 72. The secondary power supply shall be capable of operating the emergency responder radio coverage system for a period of at least twenty-four (24) hours. When primary power is lost, the power supply to the emergency responder radio coverage system shall automatically transfer to the secondary power supply.

**Field Testing**

Fire Department personnel, after providing reasonable notice to the owner or their representative, shall have the right to enter onto the property to conduct field-testing to be certain the required level of radio coverage is present.

35. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
- a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is “100% operational and built according to the design”, Village Ordinance, 180-16 N if modifications are made to the system.
  - b. The fire alarm contractor shall provide the owner with a letter (upon completion of the fire alarm work) stating the fire alarm system, or portion thereof, is “100% operational and built according to the design” if modifications are made to the system.
  - c. Copy of contract with fire alarm central monitoring station.
  - d. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
  - e. Copies of the fire protection underground flushing documents.
  - f. Copies of the underground and fire sprinkler hydrostatic test certificates.
  - g. Copies of the fire sprinkler operational test certificates.
  - h. Copies of the fire alarm test documents.
  - i. Copies of other test documents such as, hood/duct, smoke, etc...
  - j. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
  - k. Provide in electronic format (USB, CD, etc) all Floor plans and fire protection plans for the building in an as-built condition.
  - l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
  - m. AED is in place at such time that the occupancy inspection is conducted.
  - n. A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.



## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Haribo  
Date: March 19, 2018

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

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



## COMPREHENSIVE PLAN AMENDMENT

I (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie 2035 Comprehensive Plan as hereinafter requested related to the following property:

Property Location: Prairie Highlands Corporate Park - Haribo Site

Legal Description: See Attached Exhibit C (Lot 1 of Certified Survey Map No. 2849)

Tax Parcel Number(s): 91-4-121-241-0601

### Check all that apply

Land Use Plan Amendment:

To change the land use designation from Business Area and Conservation District  
to Industrial Lands

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

Other Amendment to the Comprehensive Plan (specify)

Petitioner's interest in the requested amendment:

For the HARIBO project to effectively use the site, the land use for the northern portion of the site needs to be converted to industrial use with ancillary uses as described in the PUD application.

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: Wesam Saber, authorized representative of Haribo of America Manufacturing, LLC

Signature: 

Address: 9500 Bryn Mawr Ave

Rosemont IL 60018

(City) (State) (Zip)

Phone: 847.349.5062

Fax: 847.260.0598

Email: wes.saber@haribo.com

Date: 16 February, 2018

#### APPLICANT/AGENT:

Print Name: Brian Dunn, representative of Mead & Hunt

Signature:   
Digitally signed by Brian Dunn  
DN: C=US, E=brian.dunn@meadhunt.com, OU=Food & Beverage, CN=Brian Dunn  
Reason: I am the author of this document  
Date: 2018.02.16 14:00:51-06'00'

Address: 2440 Deming Way

Middleton WI 53562

(City) (State) (Zip)

Phone: 608.443.0587

Fax: 608.273.6391

Email: brian.dunn@meadhunt.com

Date: 16 February, 2018

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

262-925-6717

# Exhibit C

## CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redvision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

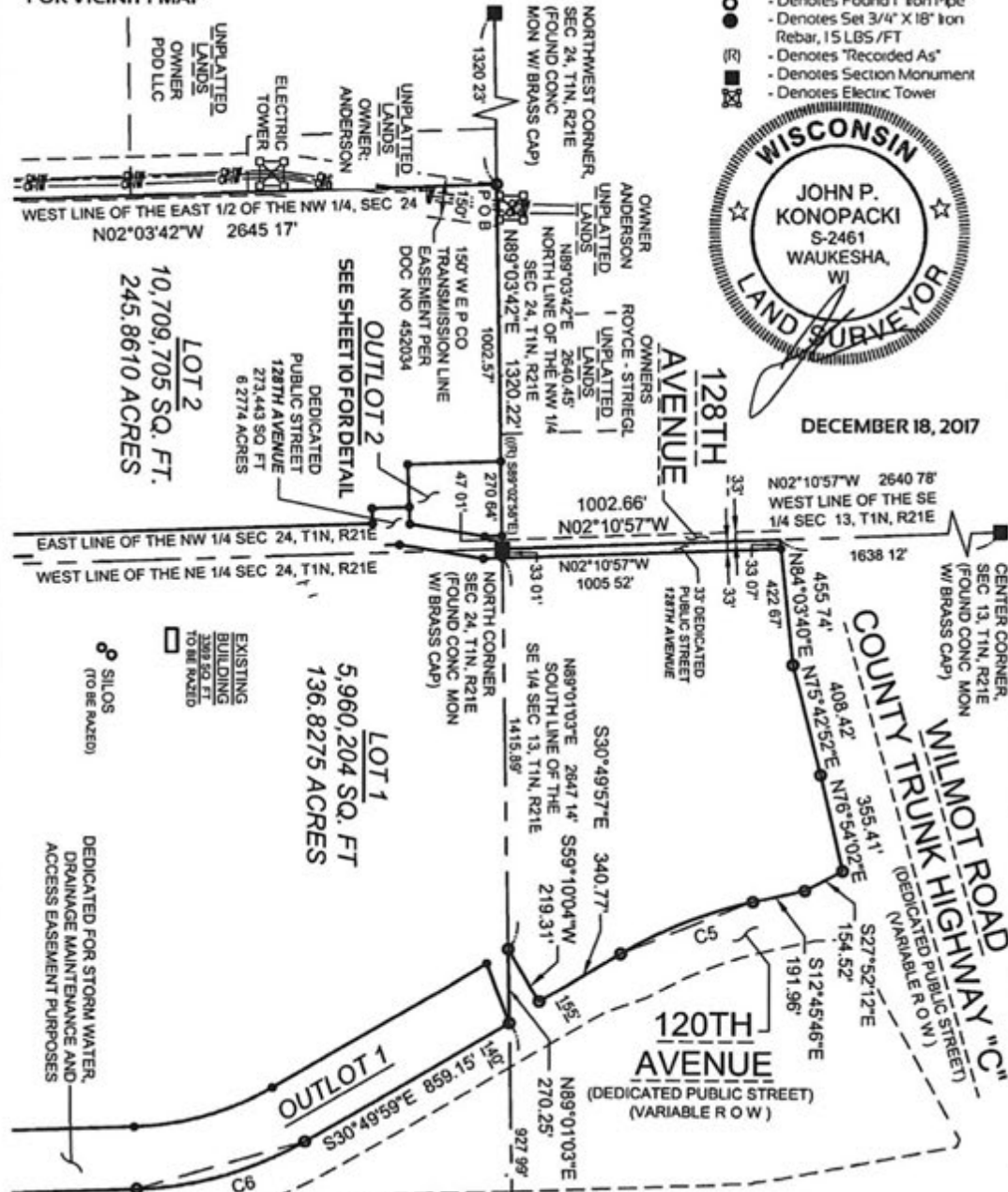
SEE SHEET 6  
FOR VICINITY MAP

**LEGEND:**

- - Denotes Found 1" Iron Pipe
- - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS/FT
- ⊠ - Denotes "Recorded As"
- - Denotes Section Monument
- ⊕ - Denotes Electric Tower

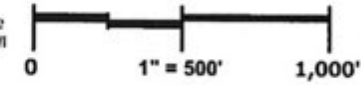


DECEMBER 18, 2017



120TH AVENUE  
INTERSTATE HIGHWAY "94"

GRAPHICAL SCALE (FEET)



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

Prepared for  
Village of  
Pleasant Prairie  
9915 39th Avenue  
Pleasant Prairie, WI

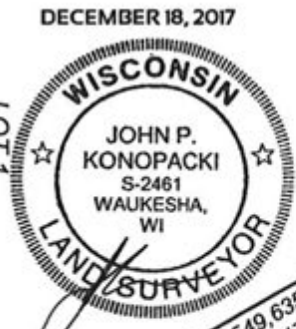
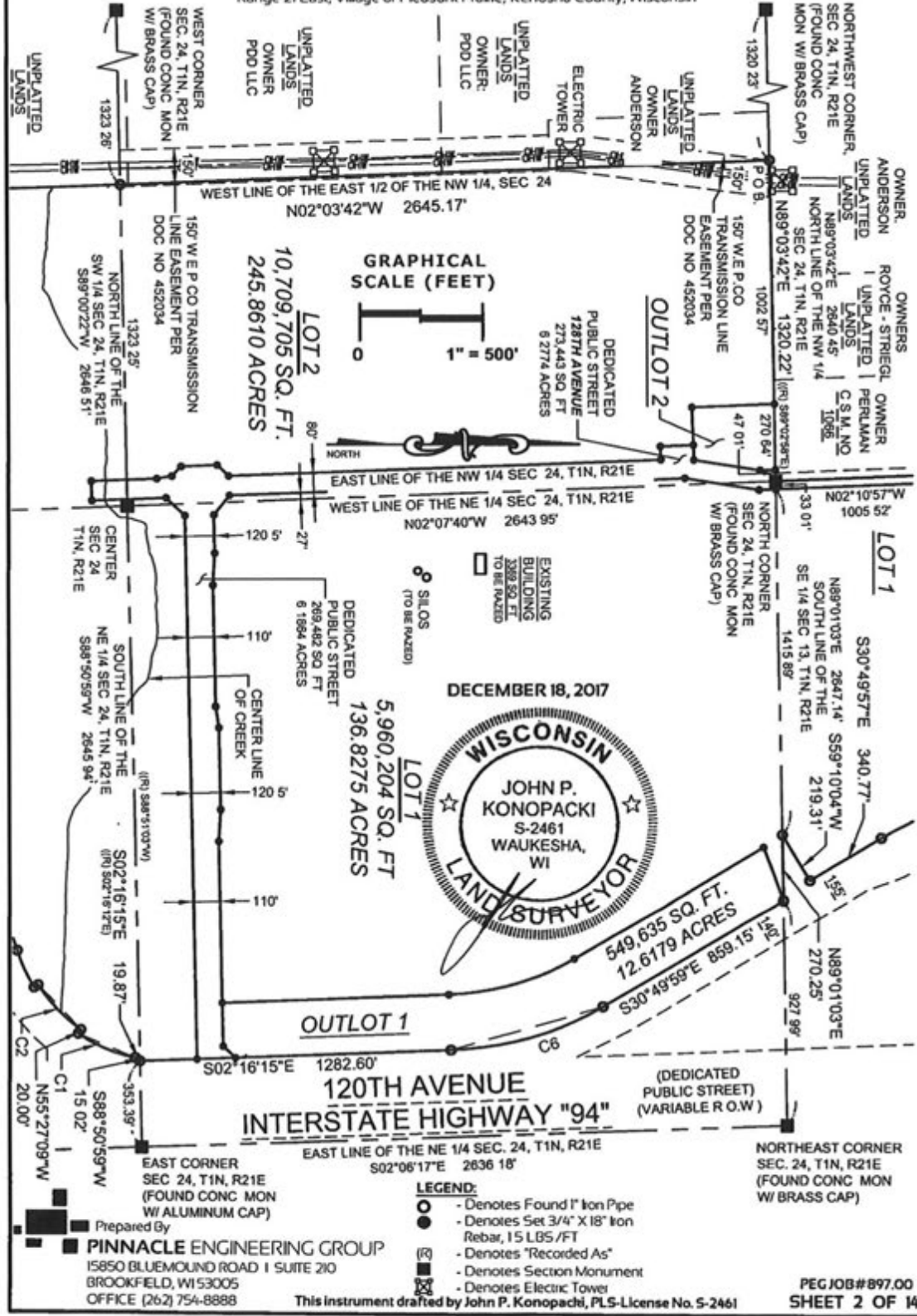
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 897.00  
SHEET 1 OF 14



# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redivision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS/FT
  - - Denotes "Recorded As"
  - - Denotes Section Monument
  - ⊕ - Denotes Electric Tower

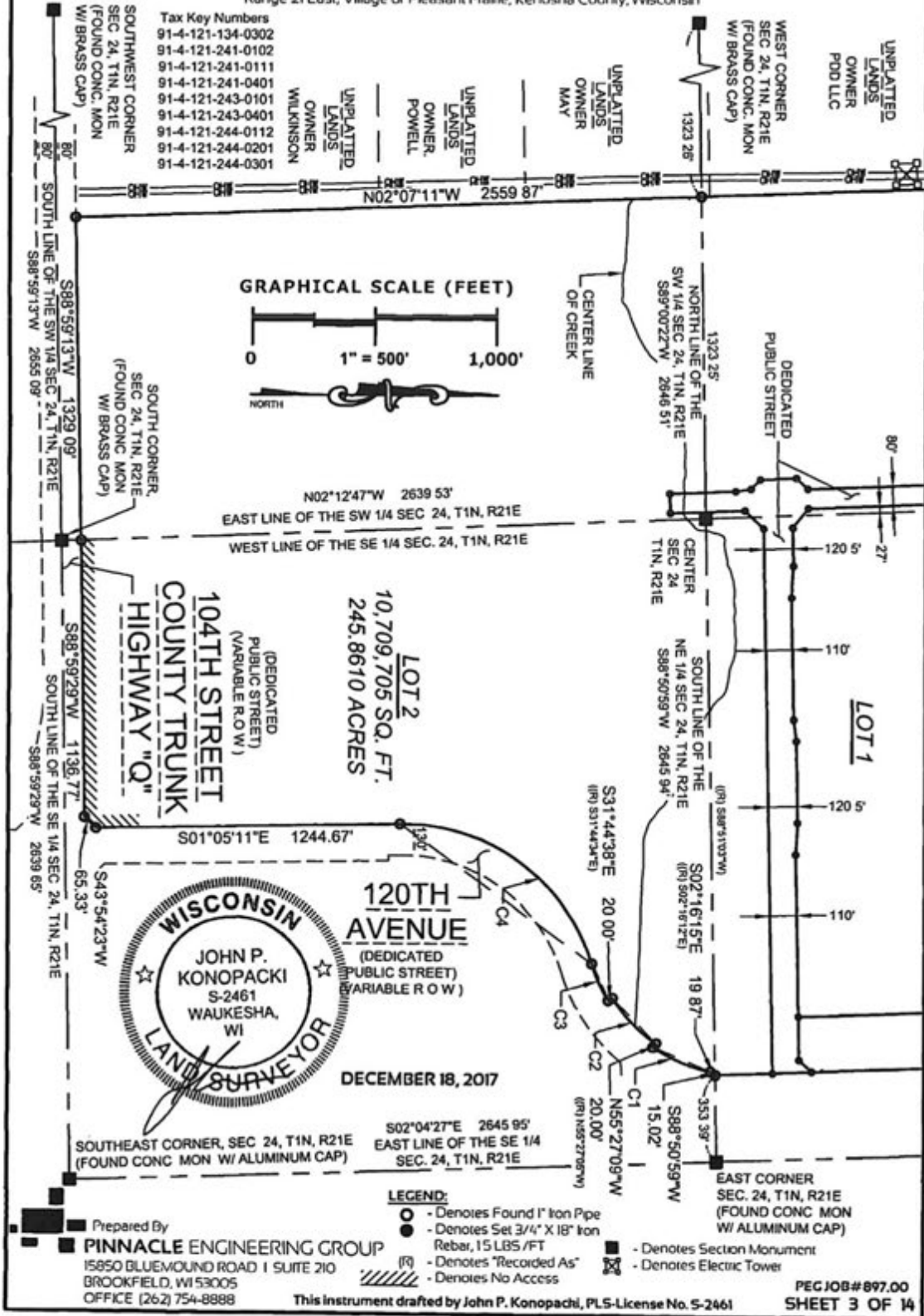
Prepared By  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD | SUITE 210  
 BROOKFIELD, WI 53005  
 OFFICE (262) 754-8888

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

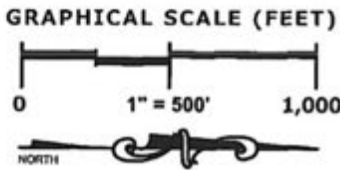
PEG JOB# 897.00  
**SHEET 2 OF 14**

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redvision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



**Tax Key Numbers**  
 91-4-121-134-0302  
 91-4-121-241-0102  
 91-4-121-241-0111  
 91-4-121-241-0401  
 91-4-121-243-0101  
 91-4-121-243-0401  
 91-4-121-244-0112  
 91-4-121-244-0201  
 91-4-121-244-0301



DECEMBER 18, 2017

**LEGEND:**

- - Denotes Found 1" Iron Pipe
- - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS / FT
- (R) - Denotes "Recorded As"
- ▨ - Denotes No Access
- - Denotes Section Monument
- ⊠ - Denotes Electric Tower

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

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

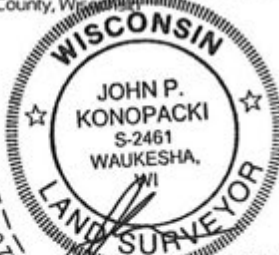
PEG JOB# 897.00  
 SHEET 3 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

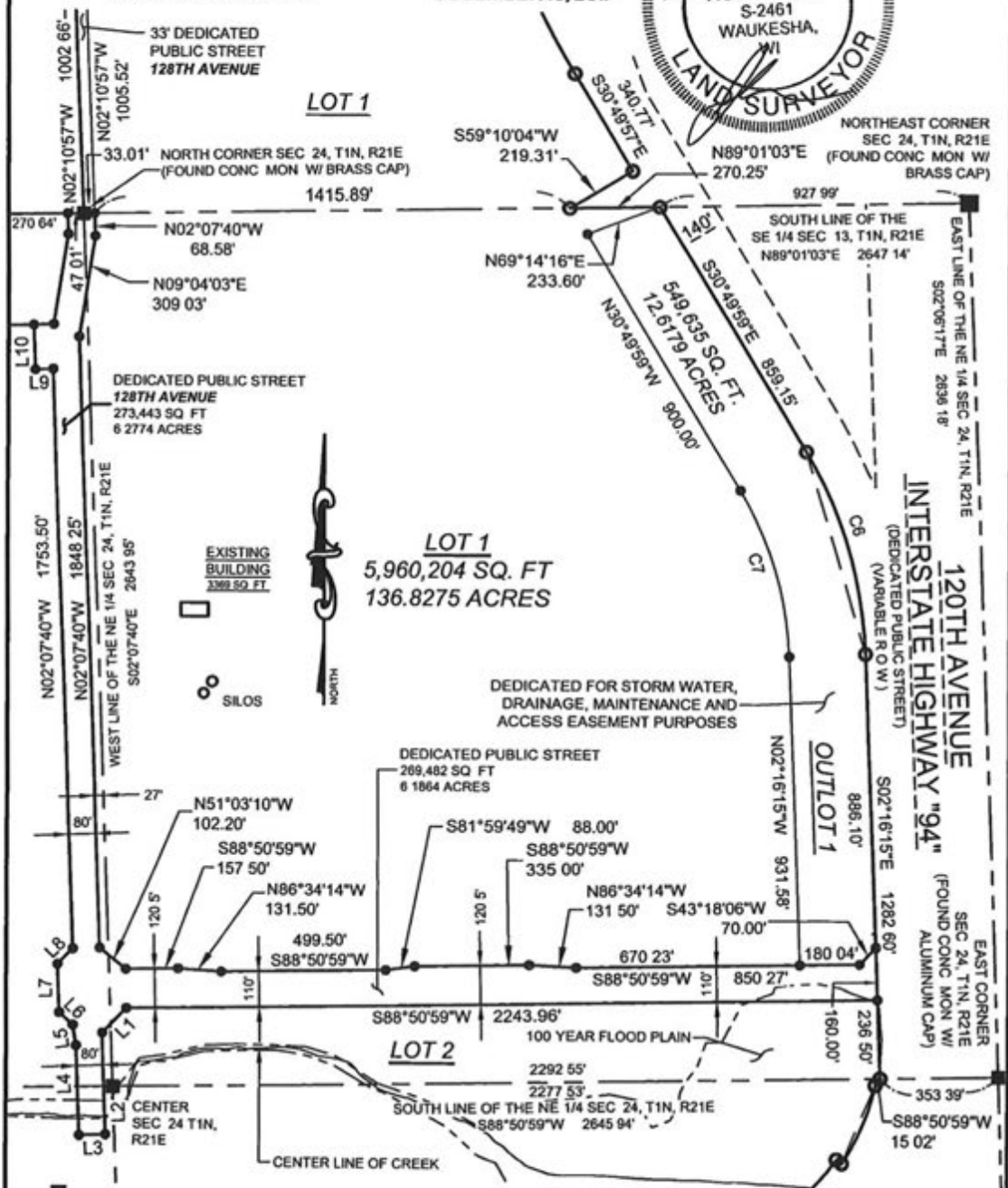
Being a redvision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin.

### LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS / FT
- (R) - Denotes "Recorded As"
- - Denotes Section Monument



DECEMBER 18, 2017



GRAPHICAL SCALE (FEET)



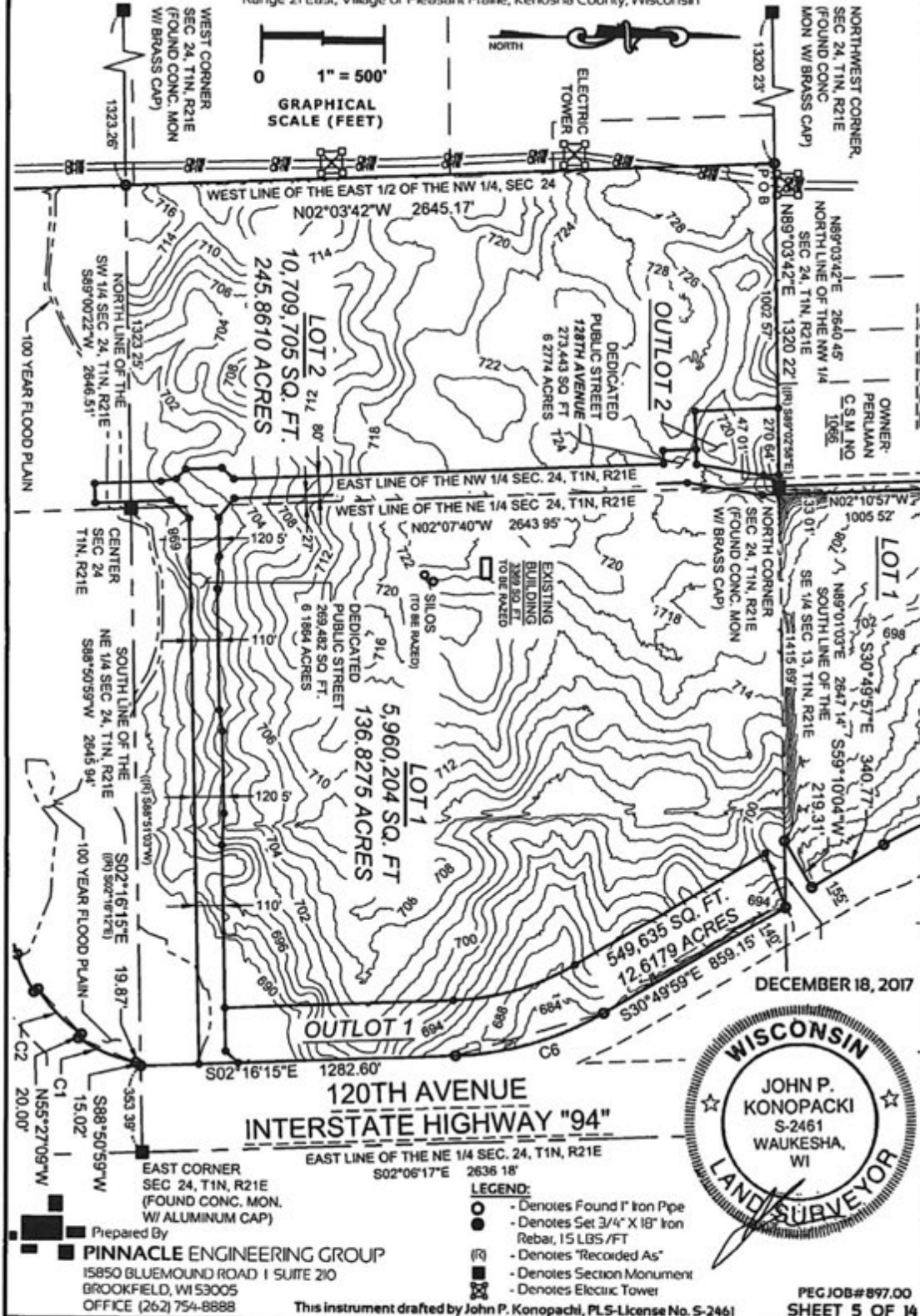
Prepared By  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD | SUITE 210  
 BROOKFIELD, WI 53005  
 OFFICE (262) 754-8888

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

PEG JOB# 897.00  
 SHEET 4 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Dec 1810901

Being a redivision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

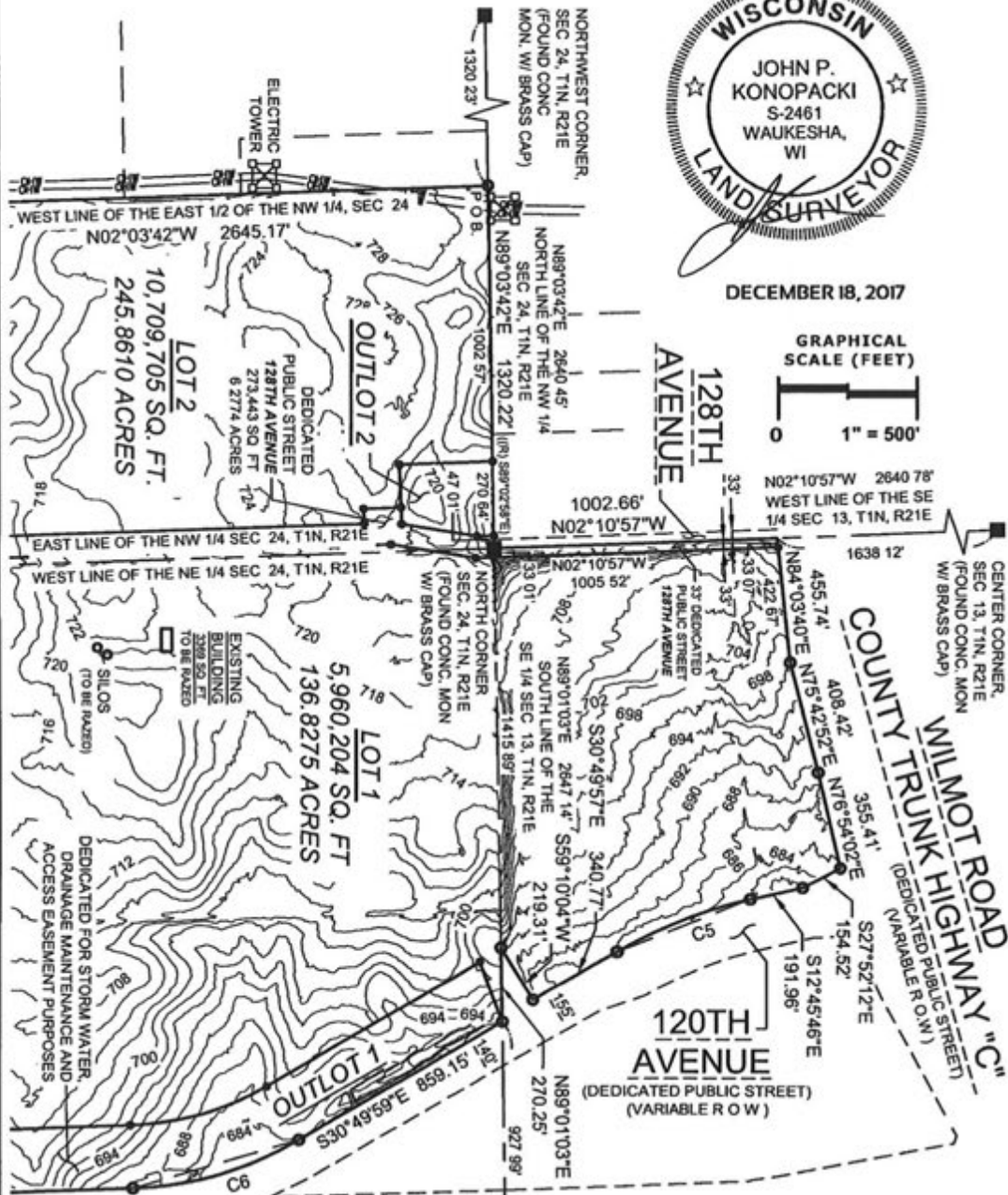
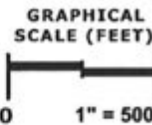


# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redvision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



DECEMBER 18, 2017



120TH AVENUE  
INTERSTATE HIGHWAY "94"

EAST LINE OF THE NE 1/4 SEC 24, T1N, R21E  
S02°06'17"E 2636.18'  
Prepared By  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE (262) 754-8888

NORTHEAST CORNER  
SEC 24, T1N, R21E  
(FOUND CONC. MON.  
W/ BRASS CAP)

- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS/FT
  - Ⓜ - Denotes "Recorded As"
  - - Denotes Section Monument
  - ⚡ - Denotes Electric Tower

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

PEG JOB#897.00  
SHEET 6 OF 14

**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

Being a redivision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN  
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided all of Lot 1 of Certified Survey Map No 2714, recorded in the Register of Deeds Office for Kenosha County on November 7, 2012 as Document No 1686990 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 24, thence North 89°03'42" East along the north line of the Northwest 1/4 of said Section 24, 1320 23 feet to the west line of the East 1/2 of said Northwest 1/4 and the Point of Beginning,

Thence continue North 89°03'42" East along said north line, 1320 22 feet to the North corner of said Section 24, thence North 02°10'57" West along the west line of the Southeast 1/4 of said Section 13, 1002 66 feet to a point on the south right of way line of Wilmot Road - County Trunk Highway "C", thence North 84°03'40" East along said south right of way line, 455 74 feet, thence North 75°42'52" East along said south right of way line, 408 42 feet, thence North 76°54'02" East along said south right of way line, 355 41 feet to the west right of way line of 120th Avenue, thence the following courses along said west right of way line of 120th Avenue

South 27°52'12" East, 154 52 feet,

South 12°45'46" East, 191 96 feet to a point of curvature,

Southeasterly 515 58 feet along the arc of said curve to the left, whose radius is 1635 00 feet

and whose chord bears South 21°47'48" East, 513 45 feet,

South 30°49'57" East, 340 77 feet,

South 59°10'04" West, 219 31 feet to the south line of the Southeast 1/4 of said Section 13,

North 89°01'03" East along said south line, 270 25 feet,

South 30°49'59" East along said West line 859 15 feet to a point of curvature,

Southeasterly 639.08 feet along the arc of said curve to the right, whose radius is 1282 00 feet

and whose chord bears South 16°33'07" East, 632 48 feet,

South 02°16'15" East, 1282 60 feet to the south line of the Northeast 1/4 of said Section 24,

South 88°50'59" West along said south line, 15 02 feet,

South 02°16'15" East, 19 87 feet to a point of curvature,

Southwesterly 254 99 feet along the arc of said curve to the right, whose radius is 643 50 feet

and whose chord bears South 23°11'47" West, 253 32 feet,

North 55°27'09" West, 20 00 feet to a point on a curve,

Southwesterly 258 00 feet along the arc of said curve to the right, whose radius is 623 50 feet

and whose chord bears South 46°24'08" West, 256 16 feet,

South 31°44'38" East, 20 00 feet to a point on a curve,

Southwesterly 168 75 feet along the arc of said curve to the right, whose radius is 643 50 feet

and whose chord bears South 65°46'08" West, 168 27 feet to a point of reverse curve,

Southwesterly 1046 81 feet along the arc of said curve to the left, whose radius is 806 50 feet

and whose chord bears South 36°05'51" West, 974 86 feet,

South 01°05'11" East, 1244 67 feet,

South 43°54'23" West, 65 33 feet to the north right of way line of 104th Street - County Trunk Highway "Q",

thence South 88°59'29" West along said north right of way line, 1136 77 feet, thence South 88°59'13" West along said north right of way

line, 1329 09 feet to the west line of the East 1/2 of the Southwest 1/4 of said Section 24, thence North 02°07'11" West along said west

line, 2559 87 feet to the north line of said Southwest 1/4, thence North 02°03'42" West along the west line of the East 1/2 of the

Northwest 1/4 of said Section 24, 2645 17 feet to the Point of Beginning

Dedicating lands as graphically shown for right of way purposes


Containing 17,846,114 square feet (409 6904 acres) gross and 17,303,189 square feet (397 2266 acres) net of land, more or less

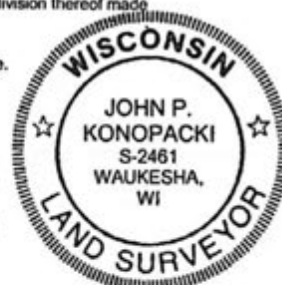
That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land

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

That I have fully complied with the provisions of s 236 34 of the Wisconsin State Statute

and the Village of Pleasant Prairie Land Division Control Ordinance in surveying and mapping the same.

  
John P. Konopacki  
Professional Land Surveyor S-2461  
Date: DECEMBER 18, 2017



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

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

PEG JOB#897.00  
SHEET 7 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redivision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

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

## LOT OWNER RESPONSIBILITIES:

1 The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) were/are being dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village") and/or the Wisconsin Department of Transportation (WI DOT) for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following nonexclusive easement which is hereby reserved in the right-of-way by the Village and/or the WI DOT as shown on this CSM for the Lot Owners adjacent to the public street areas for the required planting, mowing, watering and maintenance and cutting of grass within the grassy terrace area and for the maintenance and replanting of street trees in the area between the roadway pavement and the Lots. In the event of any conflict between the rights of the Village and WI DOT under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot Owners pursuant to the public street dedication retained herein, the rights of the Village or WI DOT shall be deemed to be superior.

The Village shall be responsible for all costs associated with the construction, installation, repair, alteration, and replacement of roadway improvements. The Lot Owners shall be responsible for the maintaining and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs, installation and maintenance of mailboxes, extensions and maintenance of private utility and communications facilities, and maintenance of the private storm water drainage improvements leading to the off-site retention basins used to handle storm water from the development site in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the respective Development Agreement approvals.

2 Future perpetual nonexclusive utility easements coextensive with the future areas to be shown on the Lots by WE Energies (f/k/a W E P CO ), AT & T (f/k/a Wisconsin Bell) and Spectrum (f/k/a Time Warner Cable Inc ) and their respective successors and assigns (collectively the "Utility and Communications Grantees") as may be granted by the Lot Owners, shall be identified for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The future General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement, on which such easements are located on their Lots as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the individual Lot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement area without the approval of the Utility and Communication Grantees.

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



DECEMBER 18, 2017

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

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

PEG JOB#897.00  
SHEET 8 OF 14

**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

Being a redvision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

"LOT OWNER RESPONSIBILITIES" AND "RESTRICTIVE COVENANTS" CONTINUED

**RESTRICTIVE COVENANTS:**

1 The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way areas, which might damage the street trees or might interfere with the Village's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Owner's Lot, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

2 The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of protecting and preserving the wetland areas shown on their Lot on this CSM in those areas in which wetland fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees, invasive plant materials or species, and planting of wetland plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Army Corps of Engineers (ACOE). No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands, which may damage the wetland areas. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owner shall perform such wetland maintenance as may be needed, without compensation, and to the satisfaction of the Village.

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

3 The Village of Pleasant Prairie hereby covenants that the Lot Owners shall have the obligation of protecting and preserving the 100-Year floodplain areas shown on their Lot on this CSM in those areas in which floodplain fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees or plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Federal Emergency Management Agency (FEMA). No filling or land disturbance of the floodplains shall be allowed unless approved by the Village, WI DNR and FEMA. No signage or fences shall be erected within the floodplain, which may cause flooding or redirection of the water off of the Lot. This covenant shall run with the land, shall be binding upon the Lot Owner, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owner shall perform such floodplain maintenance as may be needed, without compensation, and to the satisfaction of the Village.

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



DECEMBER 18, 2017

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

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

PEG JOB#897.00  
SHEET 9 OF 14



**CERTIFIED SURVEY MAP NO. 2849 Doc # 1810901**

Being a redivision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

**OWNER'S CERTIFICATE**

We, the Village of Pleasant Prairie, a municipal body corporate, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Pleasant Prairie

The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection

1 Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by Thomas G. Shirel and Jane M. Romanowski as the Interim Village Administrator and Village Clerk, respectively, of said company on this 21<sup>st</sup> day of December, 2017

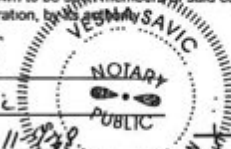
By Thomas G. Shirel  
 Thomas G. Shirel  
 Interim Administrator

By Jane M. Romanowski  
 Jane M. Romanowski  
 Village Clerk

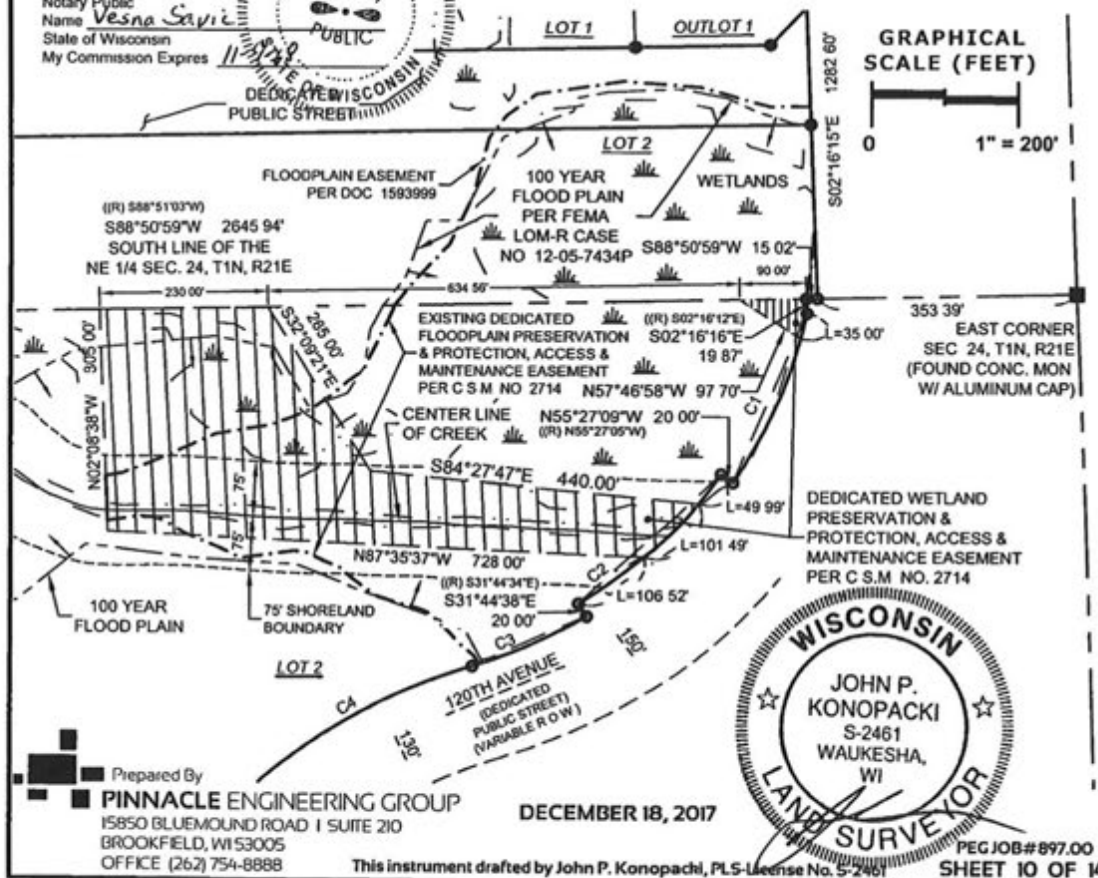
STATE OF WISCONSIN) SS  
Kenosha COUNTY) SS

Personally came before me this 21<sup>st</sup> day of December, 2017, (name) Thomas G. Shirel (title) Interim Village Administrator and (name) Jane M. Romanowski (title) Village Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such members of said corporation, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, by Vesna Savic

Vesna Savic  
 Notary Public  
 Name Vesna Savic  
 State of Wisconsin  
 My Commission Expires 11-30-22

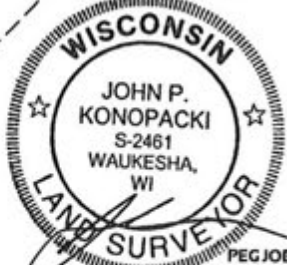


**EASEMENT DETAIL**



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

DECEMBER 18, 2017

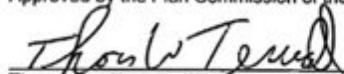


# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

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### PLAN COMMISSION APPROVAL

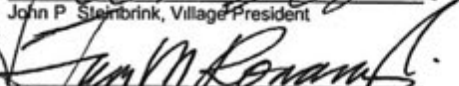
Approved by the Plan Commission of the Village of Pleasant Prairie on this 18th day of Dec., 2017

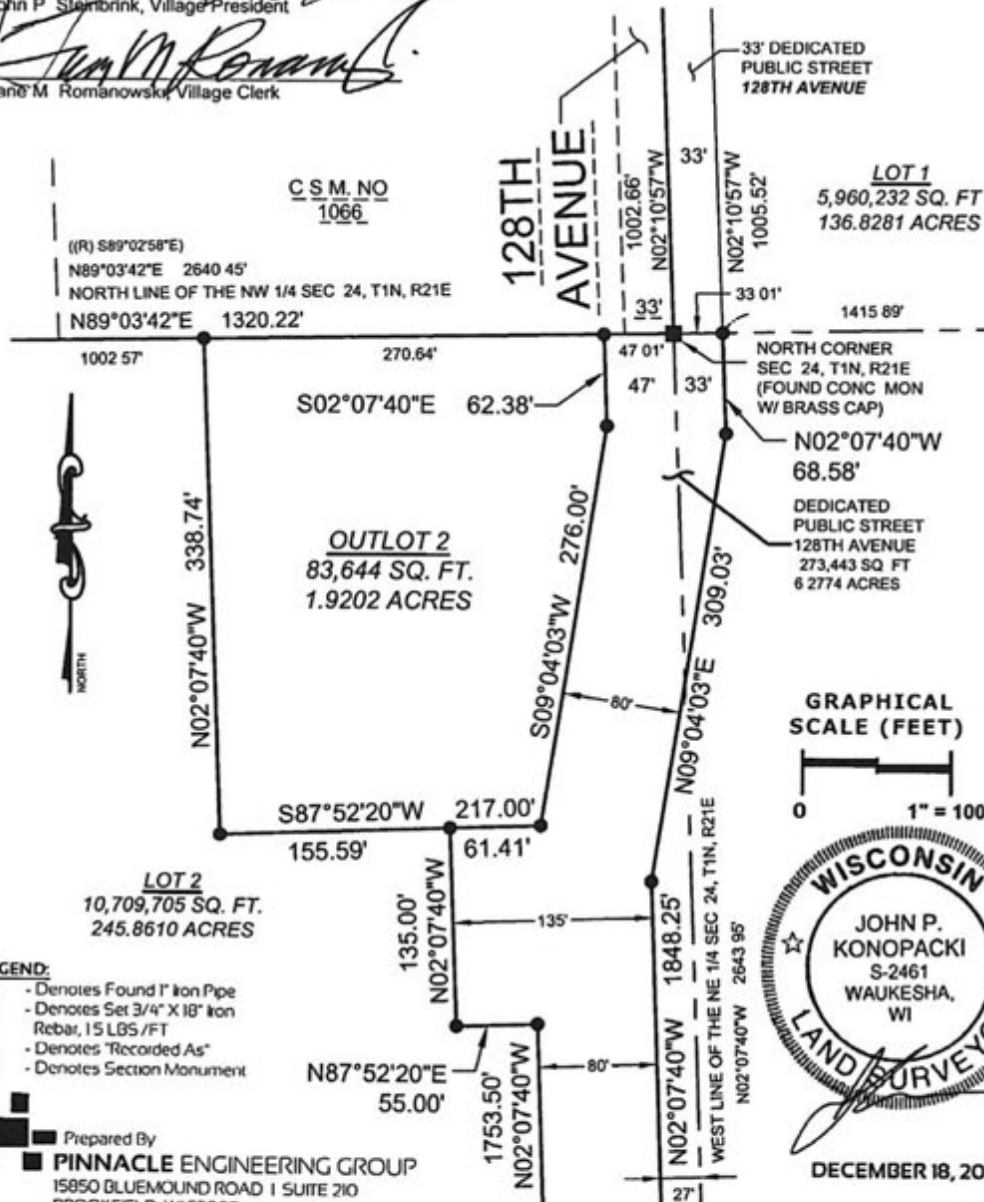
  
 Thomas W. Terwall, Chairman

### VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this 18th day of Dec., 2017

  
 John P. Steinbrink, Village President

  
 Jane M. Romanowski, Village Clerk



- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS/FT
  - (R) - Denotes "Recorded As"
  - - Denotes Section Monument

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

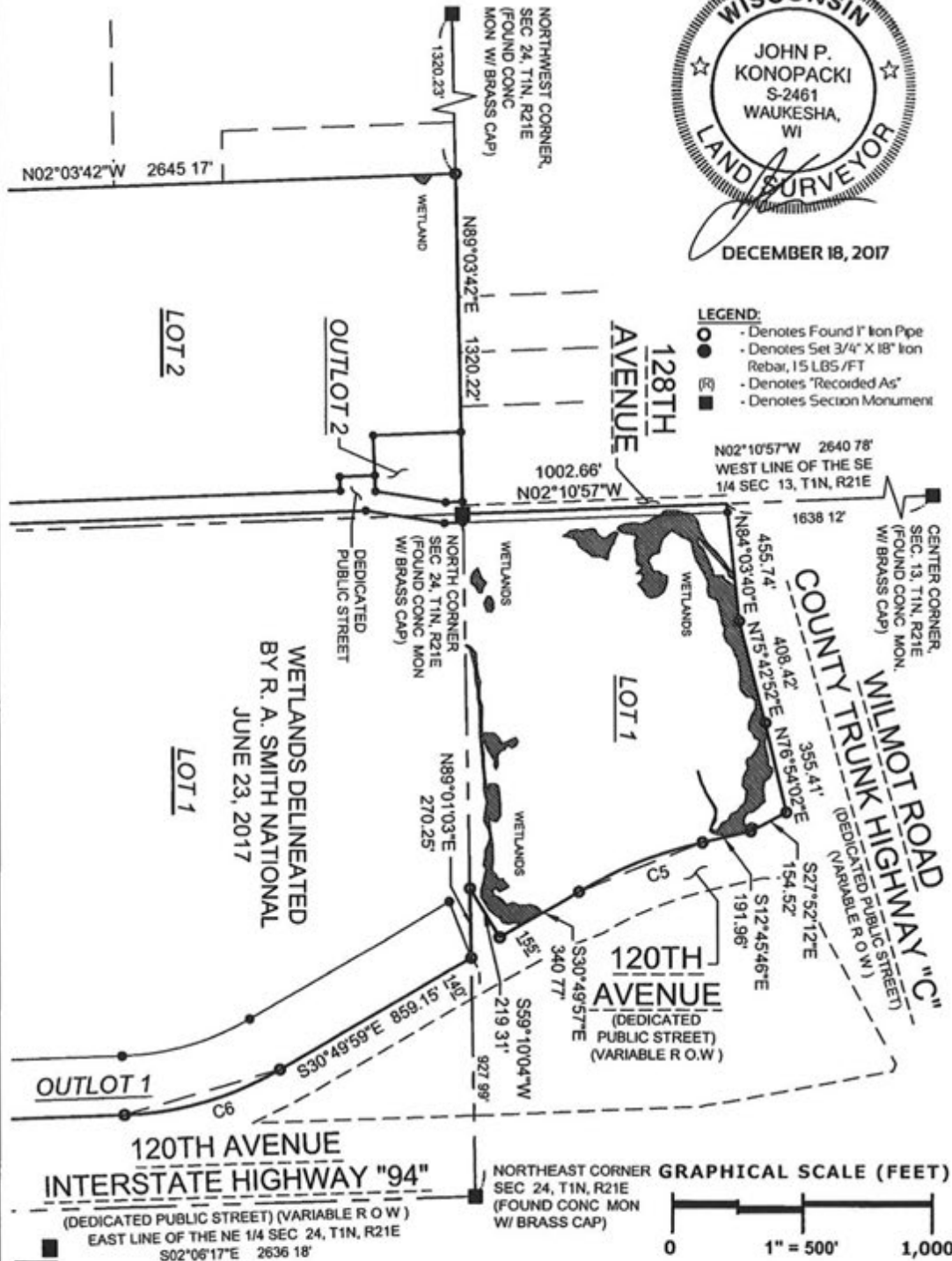
PEG JOB#897.00  
 SHEET II OF 14

**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

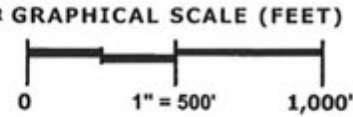
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DECEMBER 18, 2017



- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS / FT
  - ⊠ - Denotes "Recorded As"
  - - Denotes Section Monument



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

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

PEG JOB#897.00  
**SHEET 12 OF 14**



# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redvision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

## CURVE TABLE

CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	254.99'	643.50'	022°42'12"	S23°11'47"W	253.32'	S11°50'41"W	S34°32'53"W
C1 (RECORDED AS)	(254.98')			(S23°11'50"W)			
C2	258.00'	623.50'	023°42'30"	S46°24'08"W	256.16'	S34°32'53"W	S58°15'23"W
C2 (RECORDED AS)			(023°42'31")	(S46°24'11"W)			
C3	168.75'	643.50'	015°01'31"	S65°46'08"W	168.27'	S58°15'23"W	S73°16'54"W
C3 (RECORDED AS)			(015°01'30")	(S65°46'11"W)			
C4	1046.81'	806.50'	074°22'05"	S36°05'51"W	974.86'	S73°16'54"W	S01°05'12"E
C5	515.58'	1635.00'	018°04'04"	S21°47'48"E	513.45'	S12°45'46"E	S30°49'50"E
C6	639.08'	1282.00'	028°33'43"	S16°33'07"E	632.48'	S30°49'58"E	S02°16'16"E
C7	524.42'	1052.00'	028°33'43"	N16°33'07"W	519.01'	S30°49'58"E	S02°16'16"E

### WETLAND & FLOODPLAIN AREA RESTRICTIONS

- 1 Grading and filling are prohibited, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- 2 The removal of topsoil or other earthen materials is prohibited, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- 3 The removal or destruction of any vegetative cover, ie, trees, shrubs, grasses, etc, is prohibited, with the exception that dead, diseased or dying vegetation may be removed, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- 4 The introduction of plant material not indigenous to the existing environment of the Wetland & Floodplain area is prohibited, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- 5 Ponds may be permitted subject to the approval by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers



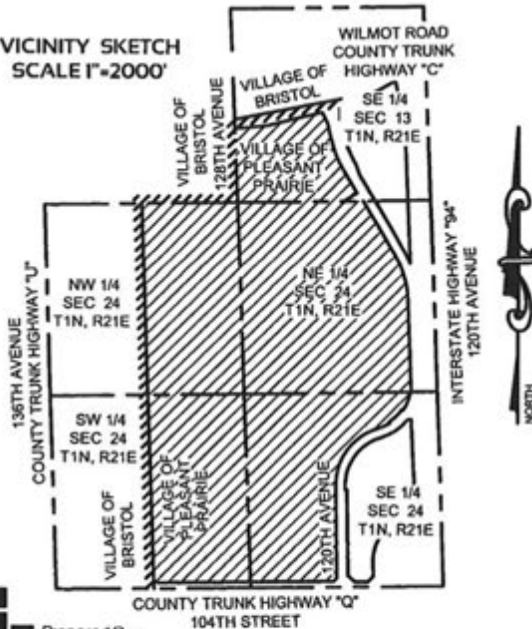
DECEMBER 18, 2017

### NOTES:

- All measurements have been made to the nearest one-hundredth of a foot
- All angular measurements have been made to the nearest one second
- Flood Zone Classification: The property lies within Zone "AE" of the Flood Insurance Rate Map Community Panel No. 55059C0187D and 55059C0189D dated JUNE 19, 2012. Zone "AE" areas have base flood elevations determined. Floodplain shown based on Federal Emergency Management Agency Letter of Map Revision Case No. 12-05-7434P, effective June 20, 2013

- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1927). The north line of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East bears S89°01'03"W
- Coordinates for the Northeast Corner of the Northeast 1/4 Section 24, Township 1 North, Range 21 East referenced to the Wisconsin State Plane Coordinate System, South Zone: Northeast Corner coordinates: N=202,970.66; E=2,552,033.51
- Contours are shown at a 2' intervals based Village of Pleasant Prairie Geographical Information System
- Wetlands delineated by R. A. Smith National June 23, 2017
- All access points to West Frontage Road shall be approved by the Village of Pleasant Prairie and WI Department of Transportation

### VICINITY SKETCH SCALE 1"=2000'



### LINE TABLE

LINE NO	BEARING	DISTANCE
L1	S43°21'39"W	105.16'
L2	S02°07'40"E	305.50'
L3	S87°52'20"W	80.00'
L4	N02°07'40"W	269.50'
L5	N09°06'06"W	63.50'
L6	N46°28'05"W	55.50'
L7	N02°07'40"W	148.50'
L8	N43°06'03"E	65.50'
L9	S87°52'20"W	55.00'
L10	N02°07'40"W	135.00'

Prepared By  
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 15850 BLUEMOUND ROAD | SUITE 210  
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This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 897.00  
**SHEET 14 OF 14**

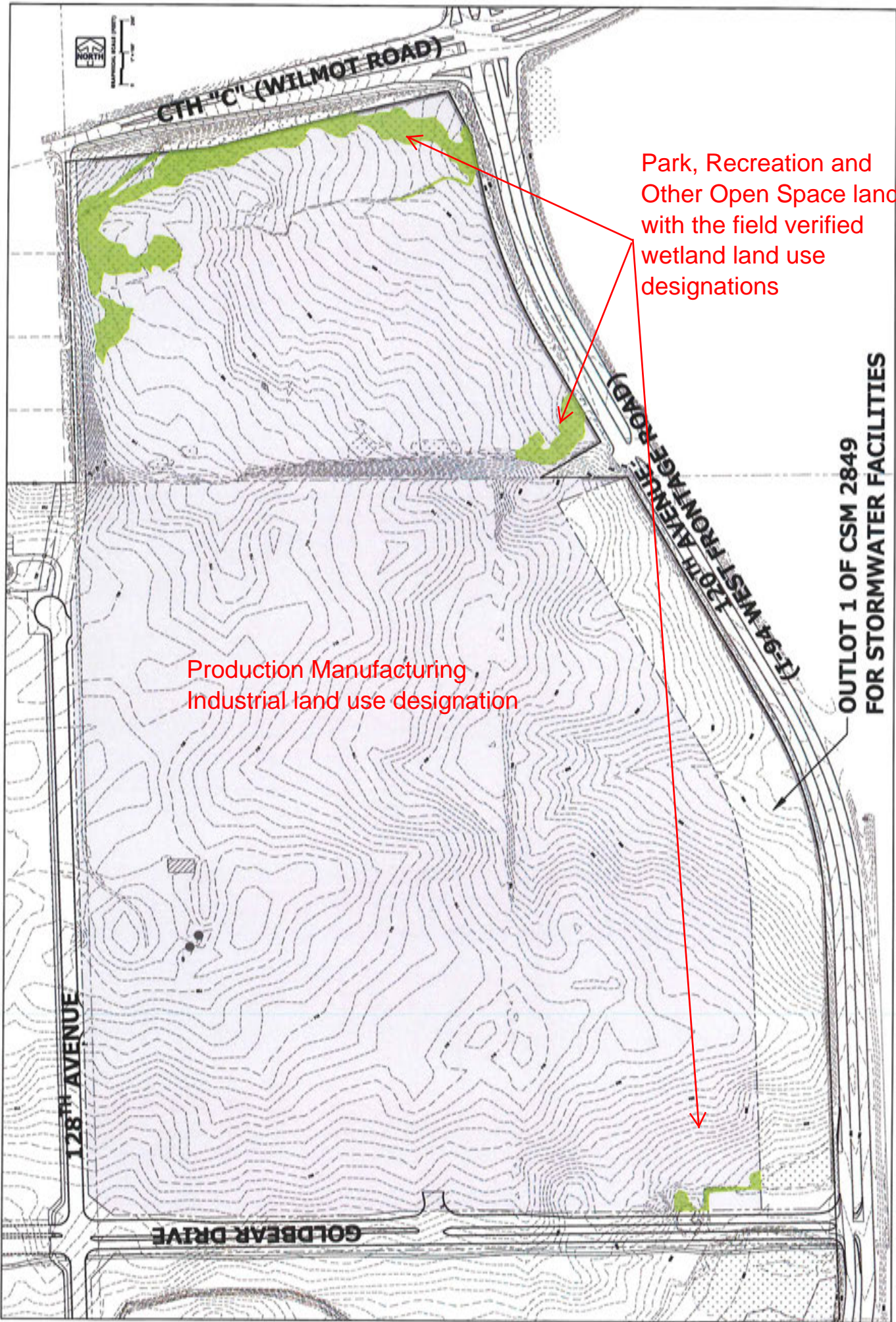


DOCUMENT

1810901

RECORDED

At Kenosha County, Kenosha WI 53140  
JoEllyn H. Storz, Register of Deeds  
December 27, 2017 9:26 AM  
\$30.00  
Pages 15



Production Manufacturing  
Industrial land use designation

Park, Recreation and  
Other Open Space lands  
with the field verified  
wetland land use  
designations

OUTLOT 1 OF CSM 2849  
FOR STORMWATER FACILITIES

128<sup>TH</sup> AVENUE

GOLDBEAR DRIVE

CTH "C" (WILMOT ROAD)

120<sup>TH</sup> AVENUE  
(I-94 WEST FRONTAGE ROAD)





MASTER CONCEPTUAL PLAN APPLICATION
For Commercial and Industrial Projects

Name of Business: Haribo of America Manufacturing LLC
Site Address: Prairie Highlands Corporate Park - Haribo Site Suite #:
Tax Parcel Number: 91-4-121-241-0601
Zoning District(s): M-5, C-1
Name of Development:
Estimate Start date: Spring 2019 Estimate Completion Date of entire project: Spring 2021

Detailed Description of the Proposed Project and Use:

Haribo plans to build a new manufacturing facility in Pleasant Prairie to produce Gummy Bears and other Haribo products in the US to better serve the US market. The facility will consist of a manufacturing facility, a support building with locker rooms and office spaces to support the manufacturing facility, a buffering warehouse to house finished goods awaiting shipment to distribution facilities. The petitioner seeks leave to allow for other possible related uses as provided in the PUD overlay application.

Detailed Description of any known Company/Tenants:

Since 1920, HARIBO has been a family business which is now run by the third generation. In 2010, HARIBO was given a new corporate structure to create the necessary conditions to ensure that it permanently remained a family-run international company, to promote continued growth and international expansion, as well as to safeguard the continued success of the group in the 21st century. A grand total of 100 million GOLD BEARS are produced worldwide every day! Continuous brand management, which ensures the highest quality control, as well as consumer confidence, are largely responsible for the success at our 16 manufacturing locations throughout ten countries. Worldwide, HARIBO now employs almost 7,000 people.
"Kids and grown-ups love it so, the happy world of HARIBO". Who doesn't know the world famous and familiar advertising slogan of our company? Yet, no matter how cheerful and light-hearted the advertising message may be, our slogan carries an absolute commitment and promise to our customers. A promise which HARIBO has always kept, come what may. It is not without reason that HARIBO sweets are hugely popular with consumers and have been so for many decades!
A product as well-loved and popular as HARIBO does make people curious though. Our PR and marketing departments are constantly receiving requests for ever-more information about the colourful world of HARIBO. Consumers, retailers, and journalists all want to know just how, why and when HARIBO got started, why the traditional company from Bonn has this name and no other, how the colourful and varied product range of fruit gums, jellies, marshmallows and liquorice were developed and, last but not least, who it was who invented the legendary "Gold Bear" and how HARIBO eventually became what it is today: a globally successful company with legendary customer loyalty.
Generations have grown up with HARIBO sweets. Our top priority is to always meet the high quality standards and expectations of our consumers and that we at HARIBO continue to do this has been clearly proven by the numerous awards we keep on receiving. With ingenious products, creative packaging and specific concepts, the success story continues. The great innovation strength of the brand is thriving in the 21st century, too! All HARIBO fans are warmly invited to follow this success story at any time on www.haribo.com.

Select All that Apply

- The Development will be constructed in 4 phase(s)
The Development abuts or adjoins State Trunk Highway
The Development abuts or adjoins County Trunk Highway C
The Development abuts the Kenosha County Bike Trail



**SITE AND BUILDING INFORMATION**

Lot Area: 136.8 (5,959,008 sq.ft.) ac. Total Impervious Surface Area: 1,230,256 (2,256,370) sq. ft.

Total Landscape Area: TBD sq.ft. Site % of Open Space 79 (62) %

Number of Buildings within the development proposed: \_\_\_\_\_

Building #1 Area: \_\_\_\_\_ sq. ft. Building#1 Height: \_\_\_\_\_ ft.

Building #2 Area: \_\_\_\_\_ sq. ft. Building#2 Height: \_\_\_\_\_ ft.

Building #3 Area: \_\_\_\_\_ sq. ft. Building#3 Height: \_\_\_\_\_ ft.

Building #4 Area: \_\_\_\_\_ sq. ft. Building#4 Height: \_\_\_\_\_ ft.

Building #5 Area: \_\_\_\_\_ sq. ft. Building#5 Height: \_\_\_\_\_ ft.

Building #6 Area: \_\_\_\_\_ sq. ft. Building#6 Height: \_\_\_\_\_ ft.

Building #7 Area: \_\_\_\_\_ sq. ft. Building#7 Height: \_\_\_\_\_ ft.

Building #8 Area: \_\_\_\_\_ sq. ft. Building#8 Height: \_\_\_\_\_ ft.

Building #9 Area: \_\_\_\_\_ sq. ft. Building#9 Height: \_\_\_\_\_ ft.

Building #10 Area: \_\_\_\_\_ sq. ft. Building#10 Height: \_\_\_\_\_ ft.

**\*\* Please refer to EXHIBIT A**

**ON-SITE PARKING/TRAFFIC INFORMATION**

Total # of regular parking spaces (on-site): 463 (580)

Total # of handicapped accessible spaces (on-site): 13/3 (14/3)

Total # of truck parking spaces (on-site): 12 Total # of dock doors: 20 (40)

Anticipated automobile trips to and from the site (excluding trucks):

Number of daily average trips: 420 (1,750) Maximum number of daily trips: 500 (2,000)

Anticipated truck trips to and from the site:

Number of daily average trips: 40 (160) Maximum number of daily trips: 50 (200)

**EMPLOYMENT AND OPERATIONAL INFORMATION**

Proposed total number of full-time employees: 450 (1,450)

Proposed total number of part-time employees: N/A

Number of shifts: 3

Hours (Open to the public): Public areas only regular business hours (approximately 8AM to 5PM)

Delivery hours: 24/7

**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: 32 (106)

Is pre-treatment being proposed for sanitary sewer discharge? If required to comply with waste water limitations

**If property is zoned M-1, M-2 or M-5 then the following shall be completed:**

Occupancy Type pursuant to the Use and Occupancy Classification specified in Chapter 3 of the 2006 International Building Code (2006 IBC). Include all that apply and associate square footage for each classification:

- |   |     |         |
|---|-----|---------|
| <input checked="" type="checkbox"/> Factory Group F-1 (Moderate-hazard) | TBD | sq. ft. |
| <input checked="" type="checkbox"/> Factory Group F-2 (Low-hazard)      | TBD | sq. ft. |
| <input checked="" type="checkbox"/> Storage Group S-1 (Moderate-hazard) | TBD | sq. ft. |
| <input checked="" type="checkbox"/> Storage Group S-2 (Low-hazard)      | TBD | sq. ft. |
| <input checked="" type="checkbox"/> Business Group B                    | TBD | sq. ft. |
| <input type="checkbox"/> High-Hazard Group H                            |     | sq. ft. |
| <input type="checkbox"/> Other _____                                    |     | sq. ft. |

Types and quantities of goods and materials to be made, used or stored on site:

HARIBO produces high quality non-chocolate confections using sugars, gelatins, flavors, colors, corn starches, and other ingredients. Packaging materials are generally plastic and cardboard.

Types of equipment or machinery to be used on site:

Candy production equipment including forming, mixing, and cooking equipment. Candy packaging equipment including wrapping, packaging, and conveying. Material handling equipment including forklift trucks, pumps, and pallet jacks. Utility equipment such as boilers, air compressors, and air handlers.

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

Please refer to attached EXHIBIT B.

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

Any and all waste materials will be handled, stored and disposed of by trained employees and/or hired contractors. Appropriate waste containers will be used, storage will occur on-site until pick-up by waste disposal service.

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

The facility will include security cameras, security fencing, and a guard on-site. The facility will be monitored and gates manned 24/7/365.

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:

HARIBO will hire contractors and/or employees to maintain the facilities and site.

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

The site use change will be from an agricultural site to an industrial site. There will be additional traffic (trucks for shipping and receiving, employee cars, etc.), additional noises (vehicles, people, and exterior equipment such as air handlers), and different odors than an agricultural site. The trees that are along 128th will be left in place to serve as a visual screen between the residential neighborhood and the new production facility. In addition, the new facilities are located reasonably on the site to be as far from the residential area as practicable.

A list of all local, Kenosha County (highway access, health department), State and Federal permits or approvals required for the project:

Air quality permit, Wetland permit, Village Land Use Plan Amendment, PUD, Zoning map and text amendment, Site and operational plan, WRAPP, Wi-DOT, Sanitary sewer and water utilities, State review, Construction permit, Fire protection permit

### PLANS AND OTHER ATTACHMENTS

- Three (3) full size and a PDF copy of the Master Conceptual Plan, which shall include at a minimum:
    - Detailed and Dimensioned Site Plan
    - Conceptual Engineering Plans
    - Phasing Plan (if applicable)
    - ~~Floor Plans and Elevations~~ \*\*
    - Proposed Zoning District Change(s)
  - Application Fee
  - Any other information as specified by the Village
- Refer to attached exhibits:  
Exhibit E - Drawing Z-101  
Exhibit F - Drawing 17014\_AR\_P\_MA\_XX\_001\_00\_000  
Exhibit G - Drawing 17014\_AR\_P\_MA\_XX\_007\_00\_000  
Exhibit H - Drawing 17014\_AR\_P\_MA\_XX\_008\_00\_000  
Exhibit I - Drawing 17014\_ip\_p\_ma\_la\_001\_00\_2t0\_1a  
Exhibit J - Drawing 17014\_ip\_p\_ma\_la\_002\_00\_2t0\_1a  
Exhibit K - Drawing 17014\_ip\_p\_ma\_la\_005\_00\_2t0\_1a  
Exhibit L - Drawing 17014\_ip\_p\_ma\_la\_006\_00\_2t0\_1a  
Exhibit M - Drawing 17014\_ip\_p\_ma\_la\_099\_00\_2t0\_1a

**\*\* Note:**

Per phone conversation with Tom Shircel on 2/13/2018 it was discussed that floor plans and elevations cannot be submitted at this early stage of design. It is Haribo's intent to keep the Village of Pleasant Prairie up to date on any progress as the design evolves.

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:**

Wesam Saber, authorized representative  
Print Name: of Haribo of America Manufacturing, LLC

Signature: 

Address: 9500 Bryn Mawr Ave

Rosemont      IL      60018  
(City)                      (State)                      (Zip)

Phone: 847.349.5062

Fax: 847.260.0598

Email: wes.saber@haribo.com

Date: 16 February, 2018

**APPLICANT/AGENT:**

Print Name: Brian Dunn, representative of Mead & Hunt

Signature:   
Digitally signed by Brian Dunn  
DN: C=US, E=brian.dunn@meadhunt.com, O=Food Safety, OU=Food & Beverage, CN=Brian Dunn  
Reason: I am the author of this document  
Date: 2018.02.16 13:57:29 -0600

Address: 2440 Deming Way

Middleton                      WI                      53562  
(City)                                      (State)                                      (Zip)

Phone: 608.443.0587

Fax: 608.273.6391

Email: brian.dunn@meadhunt.com

Date: 16 February, 2018

SITE AND BUILDING  
INFORMATION

EXHIBIT A

**Site and Building Information Exhibit**

## Note:

Numbers not in parentheses reflect Phase 1

Numbers in parentheses reflect Phase 4, full build-out

Lot area: 136.8 ac (5,959,008 sq. ft.)

Total impervious surface area: 1,169,266 (2,335,975) sq. ft.

Total landscape area:

Site % of open space: 80 (60) %

Number of Buildings within the development proposed: 6 (11)

Building #1 *Production area:*

Area: 217,368 (689,648) sq. ft.

Height: 100 ft.

Building #2 *Buffer warehouse:*

Area: 262,500 (584,800) sq. ft.

Height: 170 ft.

Building #3 *Gate 2:*

Area: 3,240 (3,240) sq. ft.

Height: 30 ft.

Building #4 *Shop:*

Area: to be determined (7,399) sq. ft.

Height: 85 ft.

Building #5 *Fitness:*

Area: to be determined (14,234) sq. ft.

Height: 85 ft.

Building #6 *Kindergarten:*

Area: to be determined (7,399) sq. ft.

Height: 85 ft.

Building #7 *Gate 1:*

Area: 1,775 (1,775) sq. ft.

Height: 30 ft.

Building #8 *Sprinkler:*

Area: 10,032 (10,032) sq. ft.

Height: 100 ft.

Building #9 *Utilities:*

Area: 1,513 (1,513) sq. ft.

Height: 50 ft.

Building #10 *Central Administration:*

Area: to be determined (31,956) sq. ft.

Height: 85 ft.

Building #11 *Museum:*

Area: to be determined (7,399) sq. ft.

Height: 85 ft.

Building #12 *Multistorey car park:*

Area: to be determined (79,608) sq. ft.

Height: 66 ft.

INDUSTRIAL WASTE  
INFORMATION

EXHIBIT B

**Industrial Waste Information**

The anticipated industrial waste amounts per year are as follows:

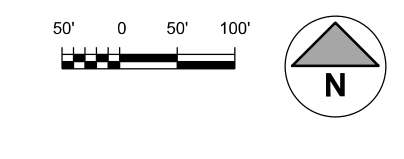
Biodegradable waste:	726 to / 1,600,560 lbs
Plastic foil/wrap:	45,6 to / 100,530 lbs
Paper:	413 to / 910,500 lbs
Non-recyclable waste:	92 to / 202,800 lbs
Powder boards:	21625 Stück / pcs.
WCB-Boxes:	9180 Stück / pcs.
Mixed transportation materials:	106 to / 233,700 lbs
(These materials are recyclable/re-usable)	





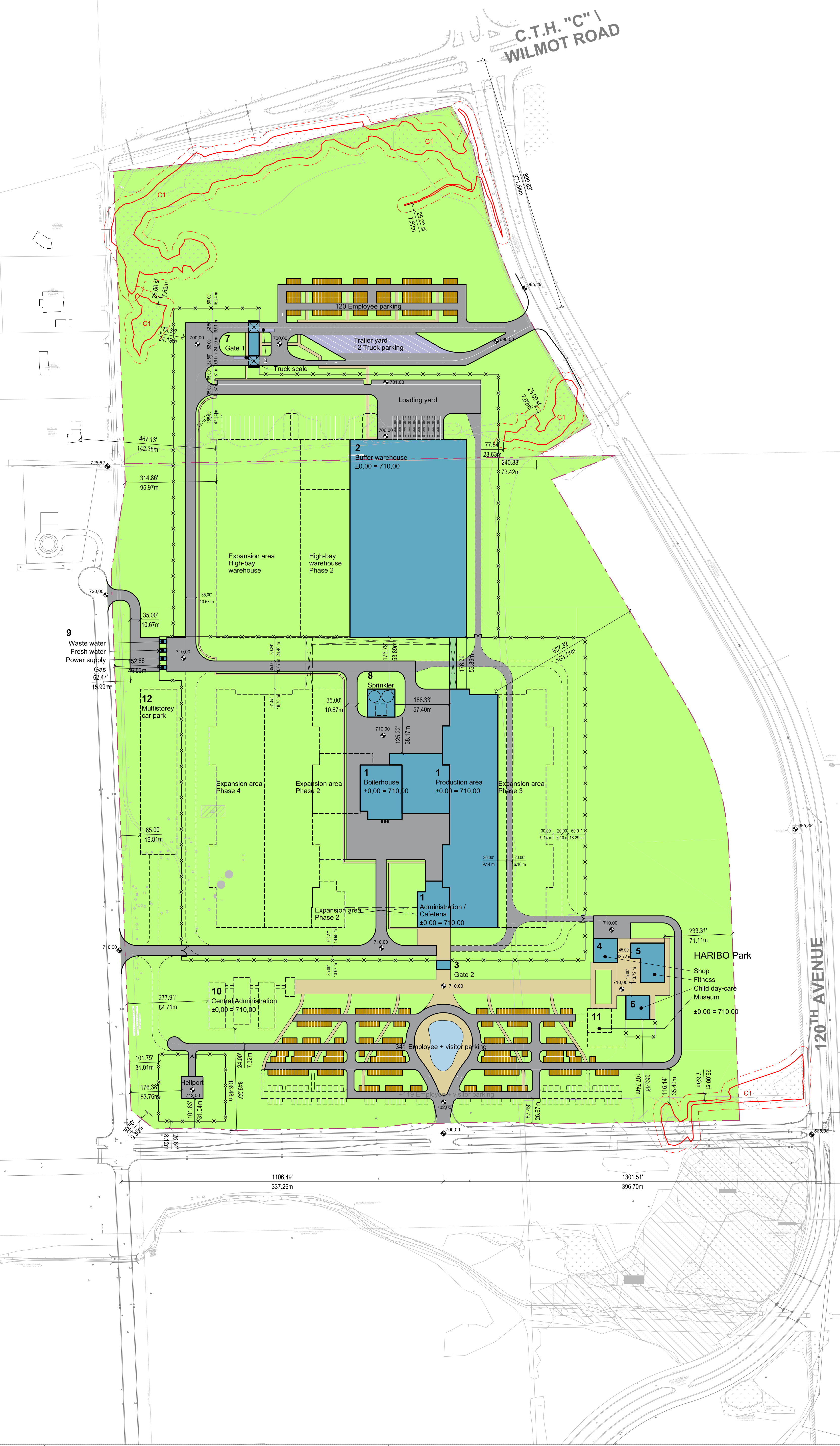
Prairie Highlands-Haribo  
Phase 1 Perspective looking northwest





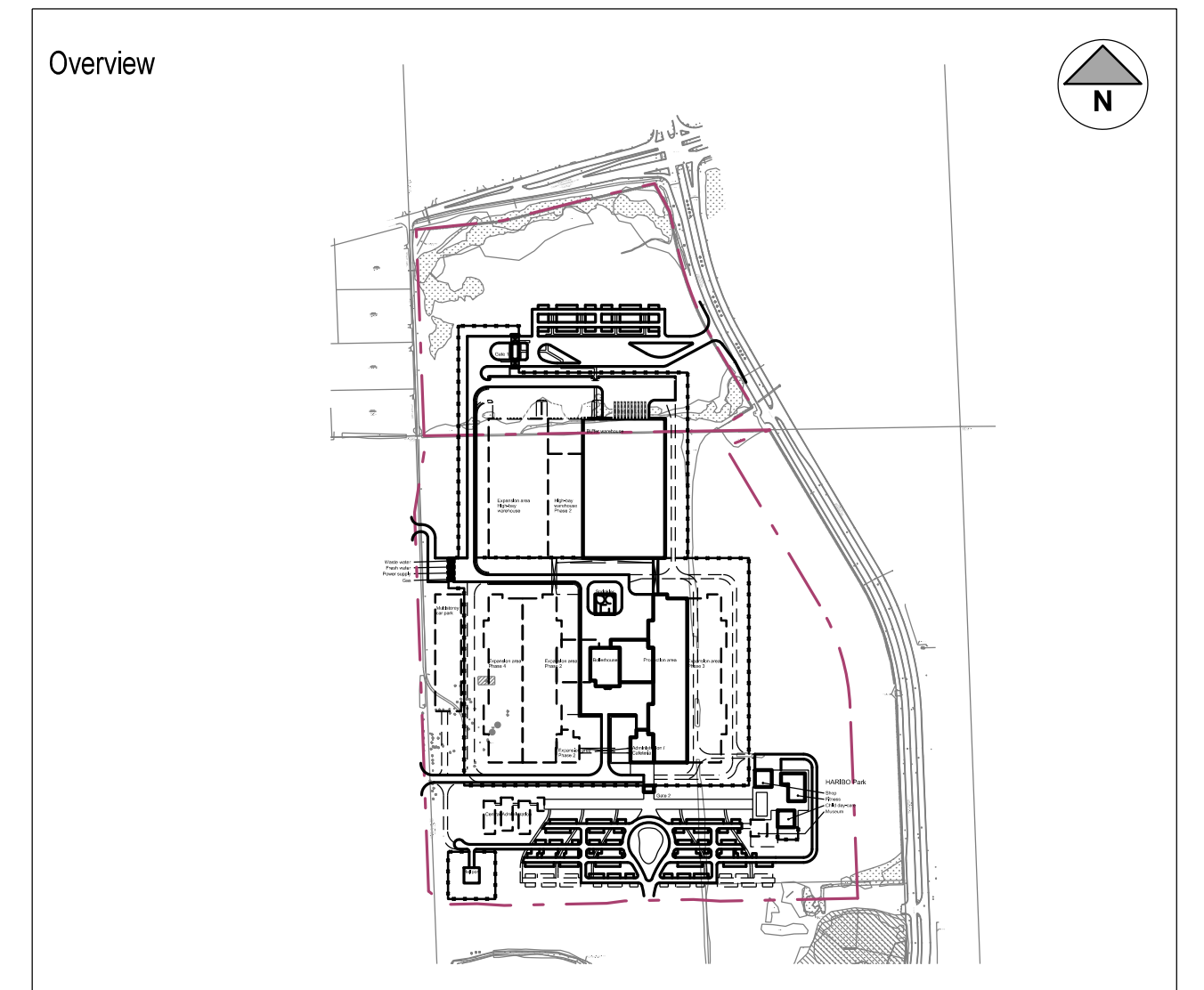
Legend:

- Undeveloped or landscaped areas
- Buildings
- Roadways
- Walkways
- Parking

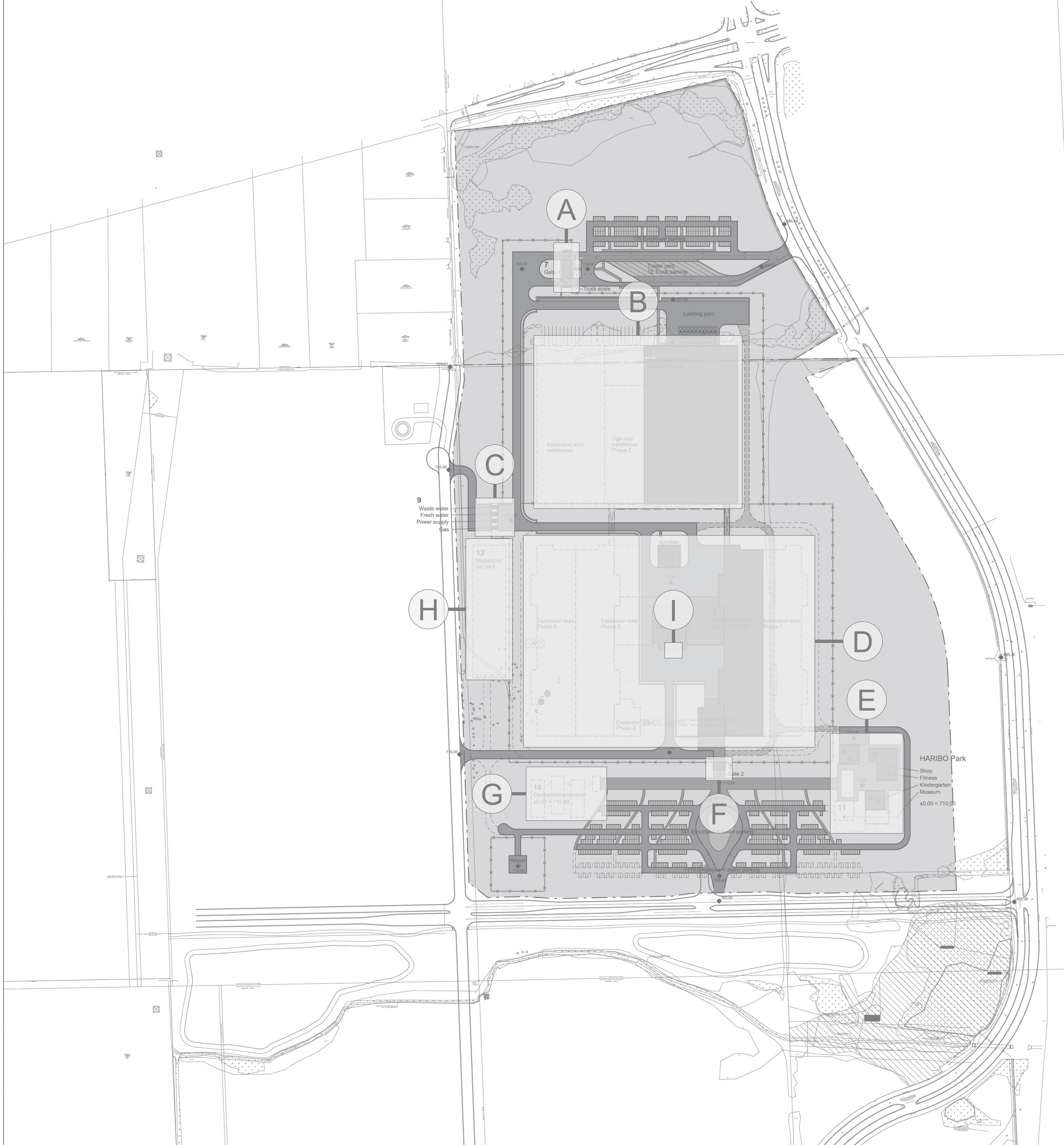
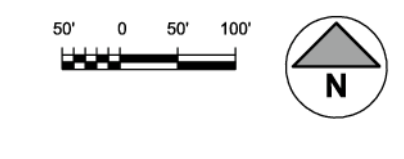


No.	Date	Change	By	For
15	04/09/2018	Adaption of north-eastern wall and update eastern road with dimensions		Rev
14				Drawn
13				Rev

Released for:	Drawing no.
	<b>MA-LA-001</b>



Project No.: 17014		Master Conceptual Plan	
Phase: Masterplan		Site Plan	
Scale: 1:2000			
Drawn: A0	Released: 09/05/2017	Status date: 04/09/2018	Drawing No.: 17014_IP_P_MA_LA_001_00_210
Checked: wlf	Released: boe	Issue date: 09/05/2017	Status date: 04/09/2018
Drawn: wlf	Checked: boe	Released: boe	Issue date: 09/05/2017
Status date: 09/05/2017	Issue date: 09/05/2017	Status date: 04/09/2018	Issue date: 04/09/2018
Drawn: wlf	Checked: boe	Released: boe	Issue date: 09/05/2017
Status date: 09/05/2017	Issue date: 09/05/2017	Status date: 04/09/2018	Issue date: 04/09/2018
KOHLEBECKER		Hildenhalle 20 · D-76571 Gaggenau Postfach 1380 · D-76553 Gaggenau	
Tel. +49 7225 950 · Fax +49 7225 66 155		info@kohlebecker.de · www.kohlebecker.de	

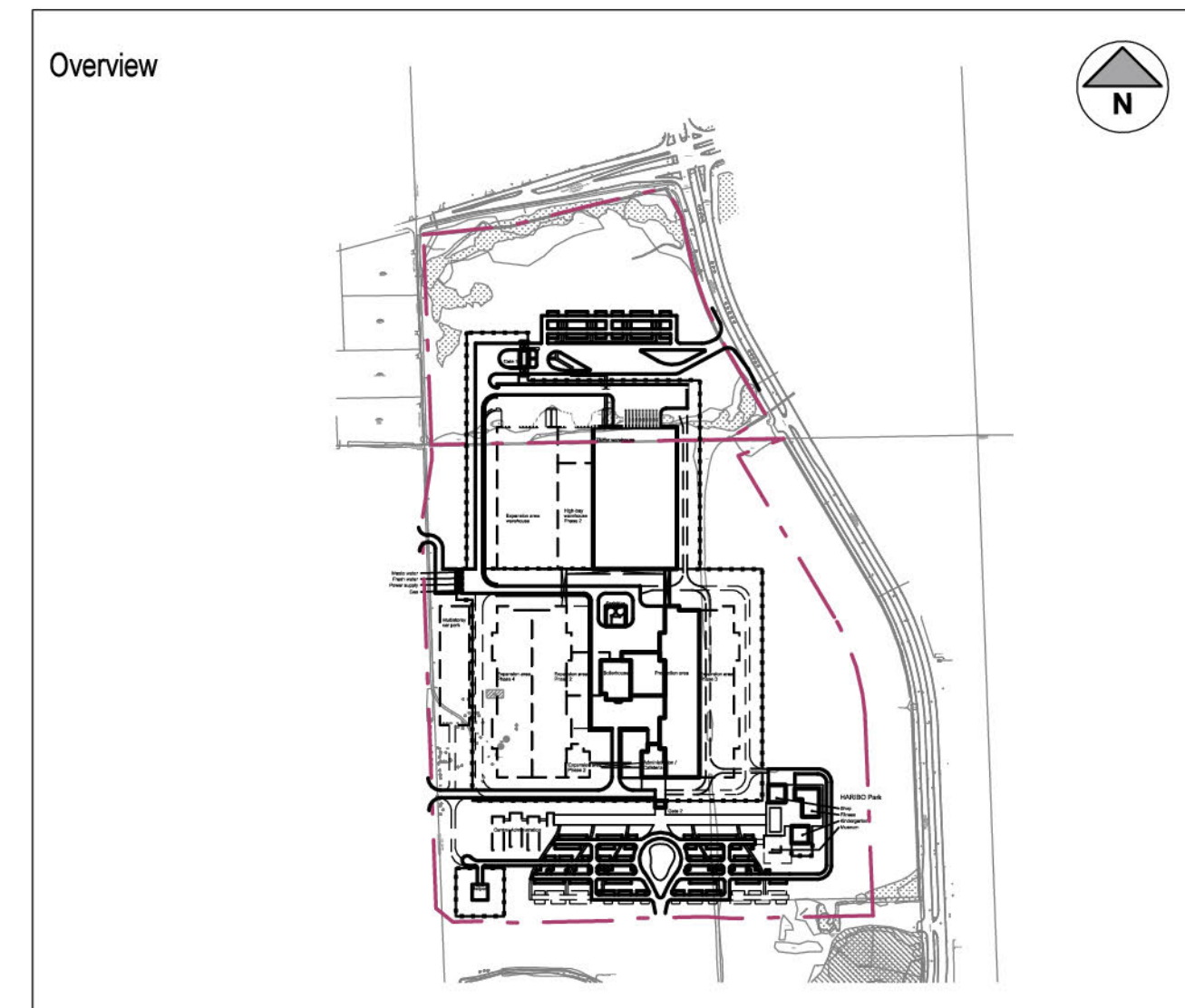


**Height Zones**

A Gate House	approx.	30 ft
B Warehouse / High-bay Buildings	approx.	150 ft
C Utility Buildings	approx.	20 ft
D Production Buildings	approx.	120 ft
E Museum, Daycare, Shop and Fitness Buildings	approx.	50 ft
F Gate House	approx.	30 ft
G Central Administration Offices	approx.	85 ft
H Parking Structure	approx.	66 ft
I Chimneys	approx.	TBD

No.	Date	Change	Drawn	Rev.
1b	02/29/2018	Adaption of heights for the respective height zones.		

Released for:	Drawing no.
---------------	-------------



Project No:	17014	Master Conceptual Plan
Phase:	Masterplan	
Scale:	1:2000	
Size:	A0	
Drawn:	wf	boe
Checked:		
Released:	02/29/2018	02/29/2018
Issue date:	02/29/2018	
Status date:		
Drawing No.	17014_IP_P_MLA_099_00_210	1b
Project:		
Sheet:		
Scale:		
Index:		
<b>KOHLBECKER</b> Geotechnik GmbH Hildenthaler Str. D-76671 Gaggenau Postfach 1380 D-76653 Gaggenau Tel. +49 7225 990 Fax +49 7225 66 105 info@kohlbecker.de www.kohlbecker.de		





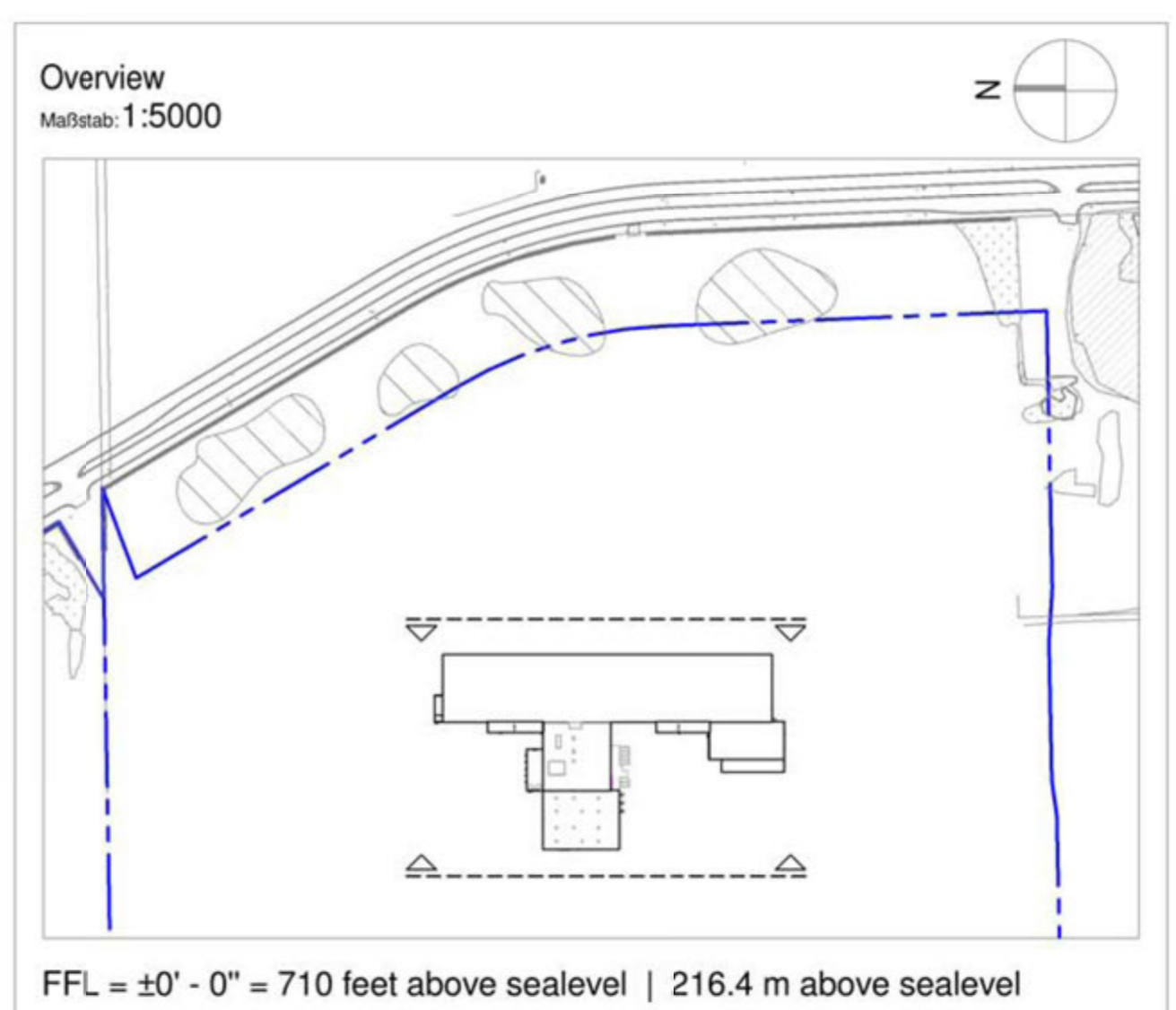
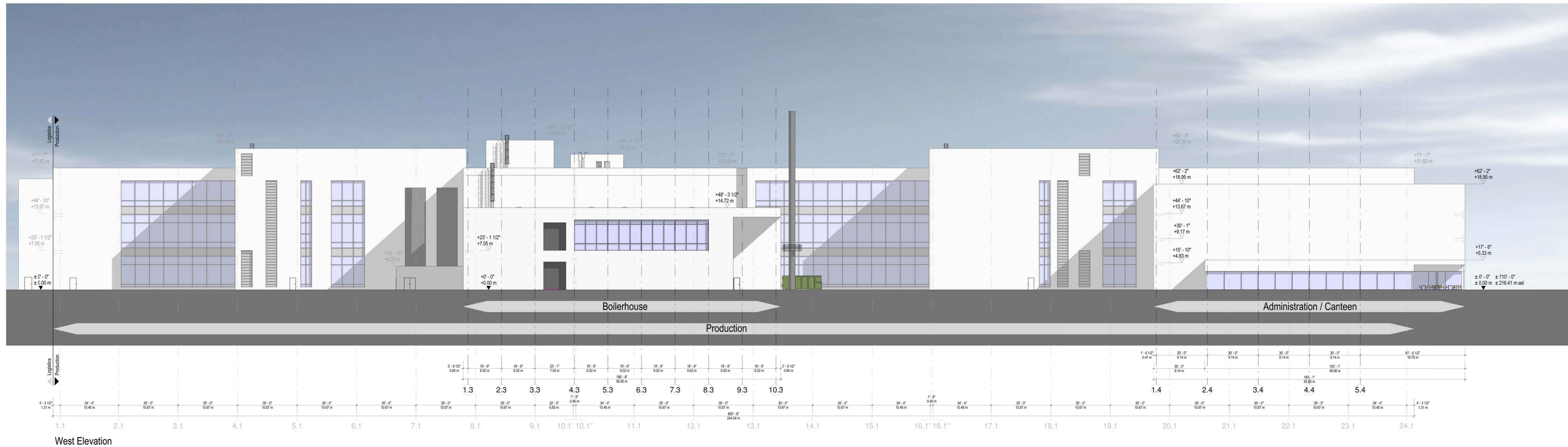
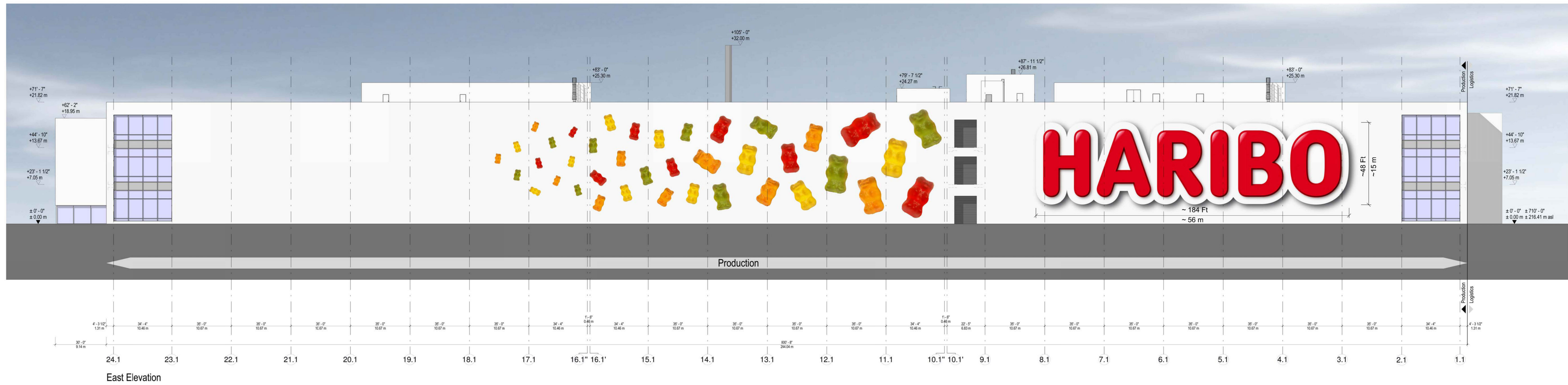












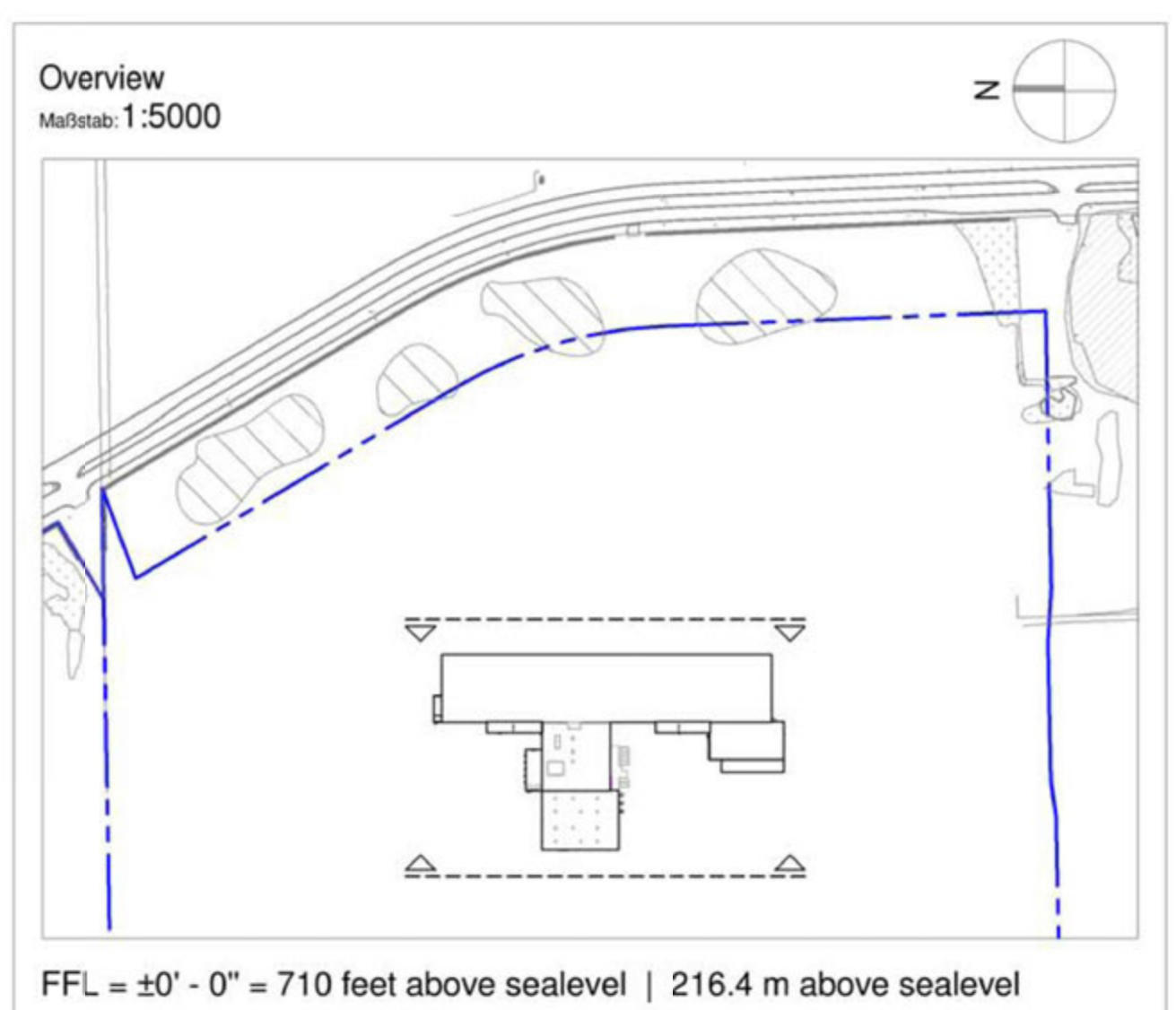
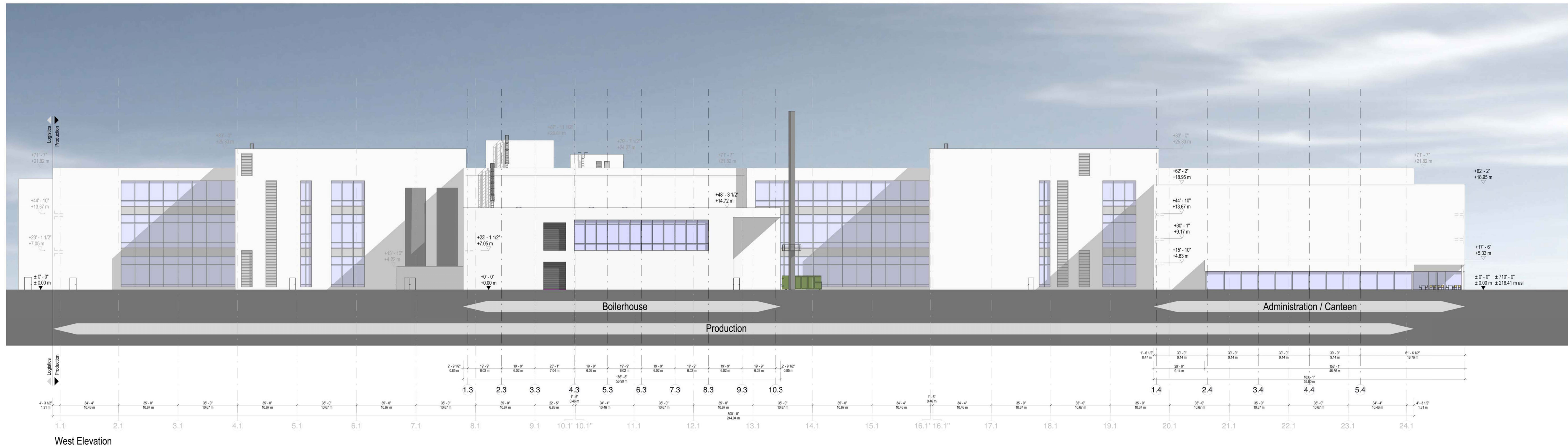
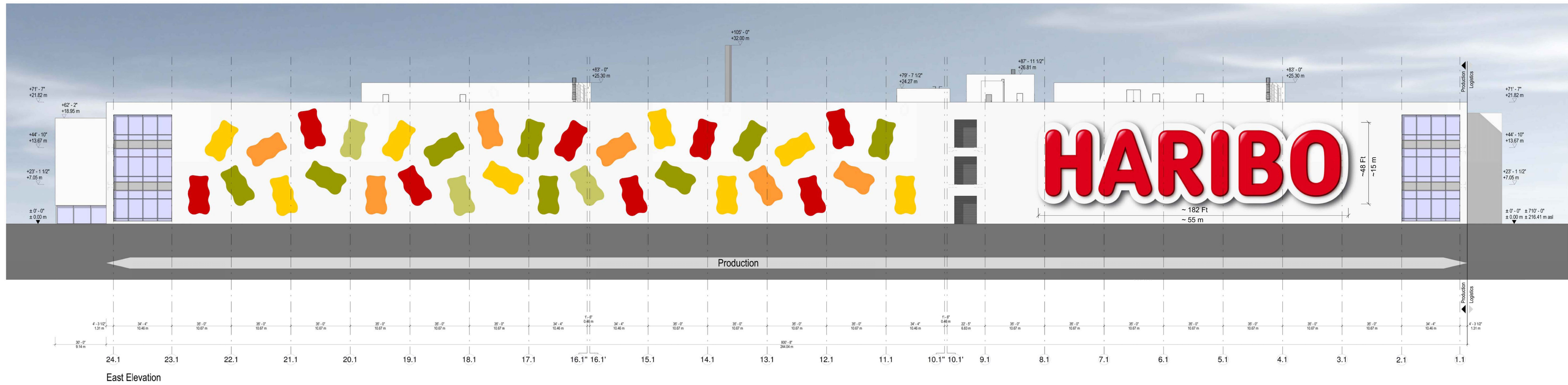
**HARIBO // "Great lake"**  
schematic design

design production  
East/West elevation

Proj. No.	17014	Entwicklungsphase	HOAI 2	Projektstart	03/09/18	Projektabschluss	17/01/19	Blatt	2a
Objekt	1730 x 841	Client	gob	Drawn	mak	Scale	1:1000	Scale	1:1000
Scale	1:1000	Scale	1:1000	Scale	1:1000	Scale	1:1000	Scale	1:1000

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Fax +49 221 337785  
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**HARIBO // "Great lake"**  
schematic design

design production  
East/West elevation

Proj. No.	17014	Entwick. Datum	03/09/18	Planungsphase	Planungsphase	Publikat. Plan No.	VO_A2_XX_00_200	Index	2a
Phase	HOAI 2	Client	gob	Drawn	mak	Scale	1:160-1:192		
Scale	1:750 x 841	Author	gob	Check	mak	Project	17014 AR P		

**KOHLBECKER**  
Architects & Engineers

Adolf-Grimme-Allee 3  
D-98829 Kitz

Tel. +49 251 3377280  
Fax +49 251 3377285  
www.kohlbecker.de





## ZONING MAP AMENDMENT APPLICATION

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

Property Location: Prairie Highlands Corporate Park - Haribo Site

Legal Description: See Attached Exhibit C (Lot 1 of Certified Survey Map No. 2849)

Tax Parcel Number(s): 91-4-121-241-0601

Existing Zoning District(s): M-5, C-1, B-6

Proposed Zoning District(s): M-5, C-1

Proposed Use: Manufacturing, warehouse, shipping/receiving for the Haribo production facility and ancillary uses as described in the PUD application.

Compatibility with Adjacent Land Uses:

This is an extension of the existing M-5 zoning into the northern portion of the parcel. All of the B-6 and some of the C-1 needs to be converted to M-5 and all with PUD overlay.

**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. Refer to Exhibit E for map of M-5 and C-1 areas.**

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:

Wesam Saber, authorized representative  
Print Name: of Haribo of America Manufacturing, LLC

Signature: 

Address: 9500 Bryn Mawr Ave

Rosemont 60018  
(City) (State) (Zip)

Phone: 847.349.5062

Fax: 847.260.0598

Email: wes.saber@haribo.com

Date: 16 February 2018

### APPLICANT/AGENT:

Brian Dunn, representative of Mead & Hunt  
Print Name: Brian Dunn, representative of Mead & Hunt

Signature:   
Digitally signed by Brian Dunn  
DN: C=US, E=brian.dunn@meadhunt.com, OU=Food & Beverage, CN=Brian Dunn  
Reason: I am the author of this document  
Date: 2018.02.16 13:58:01 -0600

Address: 2440 Deming Way

Middleton WI 53562  
(City) (State) (Zip)

Phone: 608.443.0587

Fax: 608.273.6391

Email: brian.dunn@meadhunt.com

Date: 16 February 2018



# ZONING TEXT AMENDMENT APPLICATION

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

Property Location: Prairie Highlands Corporate Park - Haribo Site

Legal Description: See Attached Exhibit C (Lot 1 of Certified Survey Map No. 2849)

Tax Parcel Number(s): 91-4-121-241-0601

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

Purpose of Zoning Text Amendment:

The purposes of this Application is two-fold: (1) to extend the existing M-5 zoning into the northern portion of the parcel - all of the B-6 and C-1 needs to be amended to M-5; (2) with a Planned Unit Development overlay. In furtherance of the foregoing, the Petitioner is requesting the passage of a "Planned Unit Development" ordinance consistent with the specifications on the attached Exhibits.

**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 Refer to attached Exhibit D for PUD list.**

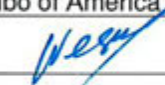
**If another type of Zoning Text Amendment is being proposed, then include the proposed language of the Zoning Text Amendment being requested.**

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:**

Wesam Saber, authorized representative  
 Print Name: of Haribo of America Manufacturing, LLC

Signature: 

Address: 9500 Bryn Mawr Ave  
Rosemont IL 60018  
 (City) (State) (Zip)

Phone: 847.349.5062


Fax: 847.260.0598

Email: wes.saber@haribo.com

Date: 16 February 2018

**APPLICANT/AGENT:**

Brian Dunn, representative of Mead & Hunt  
 Print Name: Brian Dunn, representative of Mead & Hunt

Signature:   
Digitally signed by Brian Dunn  
 DN: C=US, E=brian.dunn@meadhunt.com, O=Meat & Beverage, CN=Brian Dunn  
 Reason: I am the author of this document  
 Date: 2018.02.16 14:00:29-0500

Address: 2440 Deming Way  
Middleton WI 53562  
 (City) (State) (Zip)

Phone: 608.443.0587

Fax: 608.273.6391

Email: brian.dunn@meadhunt.com

Date: 16 February 2018



# Exhibit C

## CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redvision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

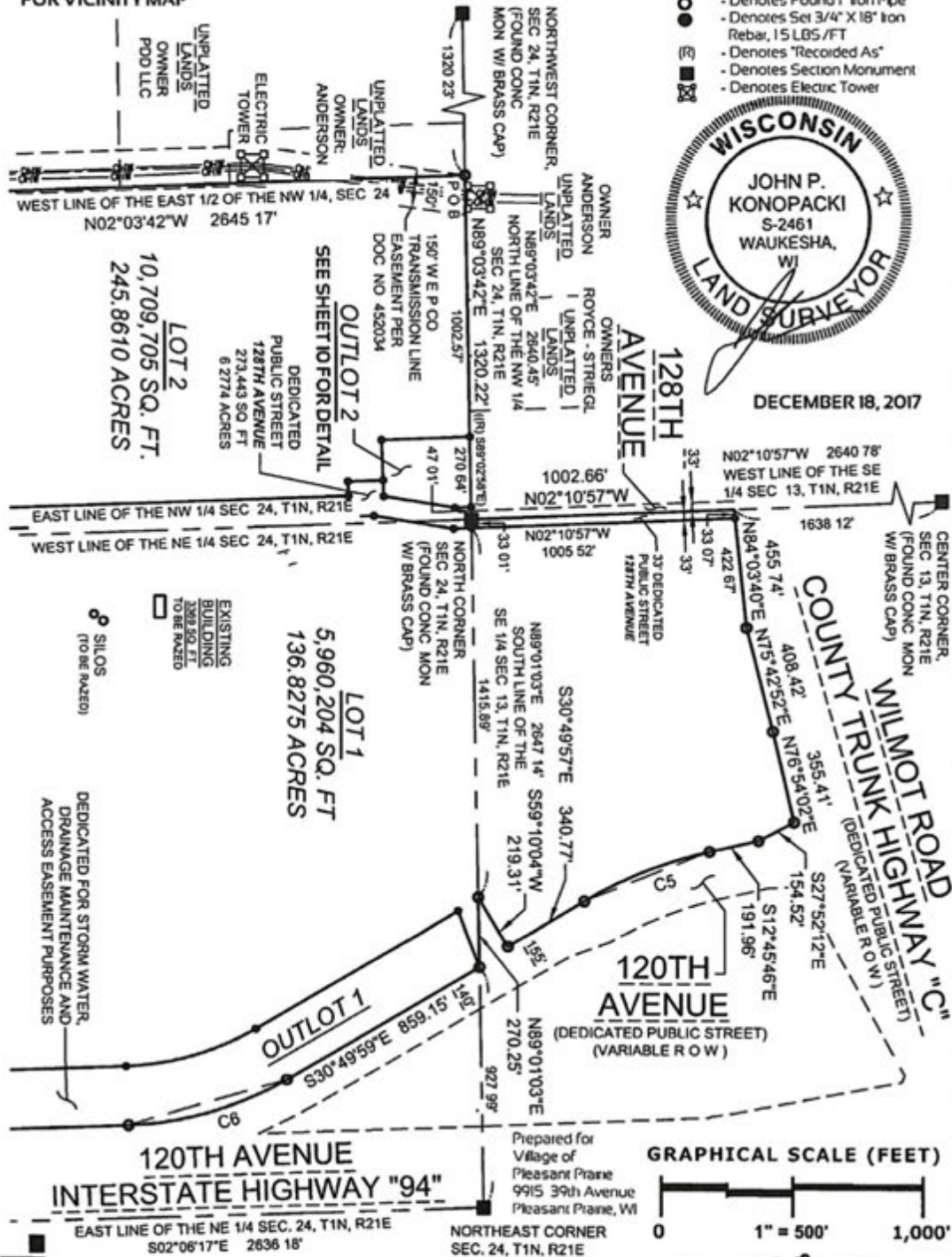
SEE SHEET 6  
FOR VICINITY MAP

**LEGEND:**

- - Denotes Found 1" Iron Pipe
- - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS/FT
- - Denotes "Recorded As"
- - Denotes Section Monument
- ⊕ - Denotes Electric Tower



DECEMBER 18, 2017

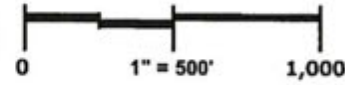


EXISTING BUILDING 3000 SQ. FT. TO BE RAZED

SILOS (TO BE RAZED)

DEDICATED FOR STORM WATER DRAINAGE MAINTENANCE AND ACCESS EASEMENT PURPOSES

**GRAPHICAL SCALE (FEET)**



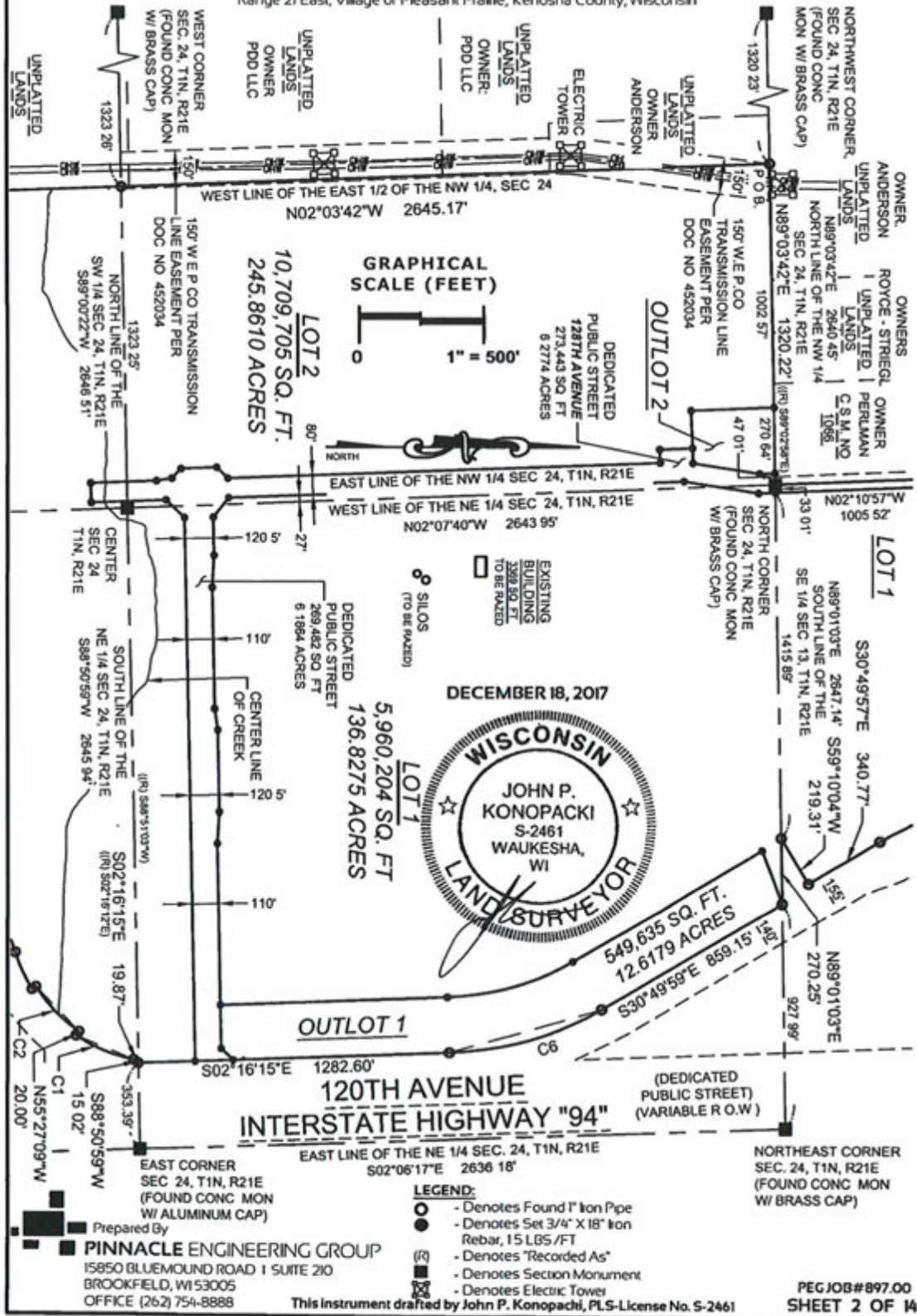
Prepared By  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE (262) 754-8888

NORTHEAST CORNER  
SEC. 24, T1N, R21E  
(FOUND CONC MON.  
W/ BRASS CAP)

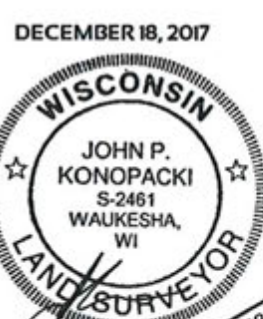
Prepared for  
Village of  
Pleasant Prairie  
9915 39th Avenue  
Pleasant Prairie, WI

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

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GRAPHICAL SCALE (FEET)  
1" = 500'



- LEGEND:**
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  - - Denotes "Recorded As"
  - - Denotes Section Monument
  - ⚡ - Denotes Electric Tower

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

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

PEGJOB#897.00  
SHEET 2 OF 14

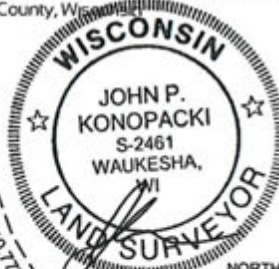


**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

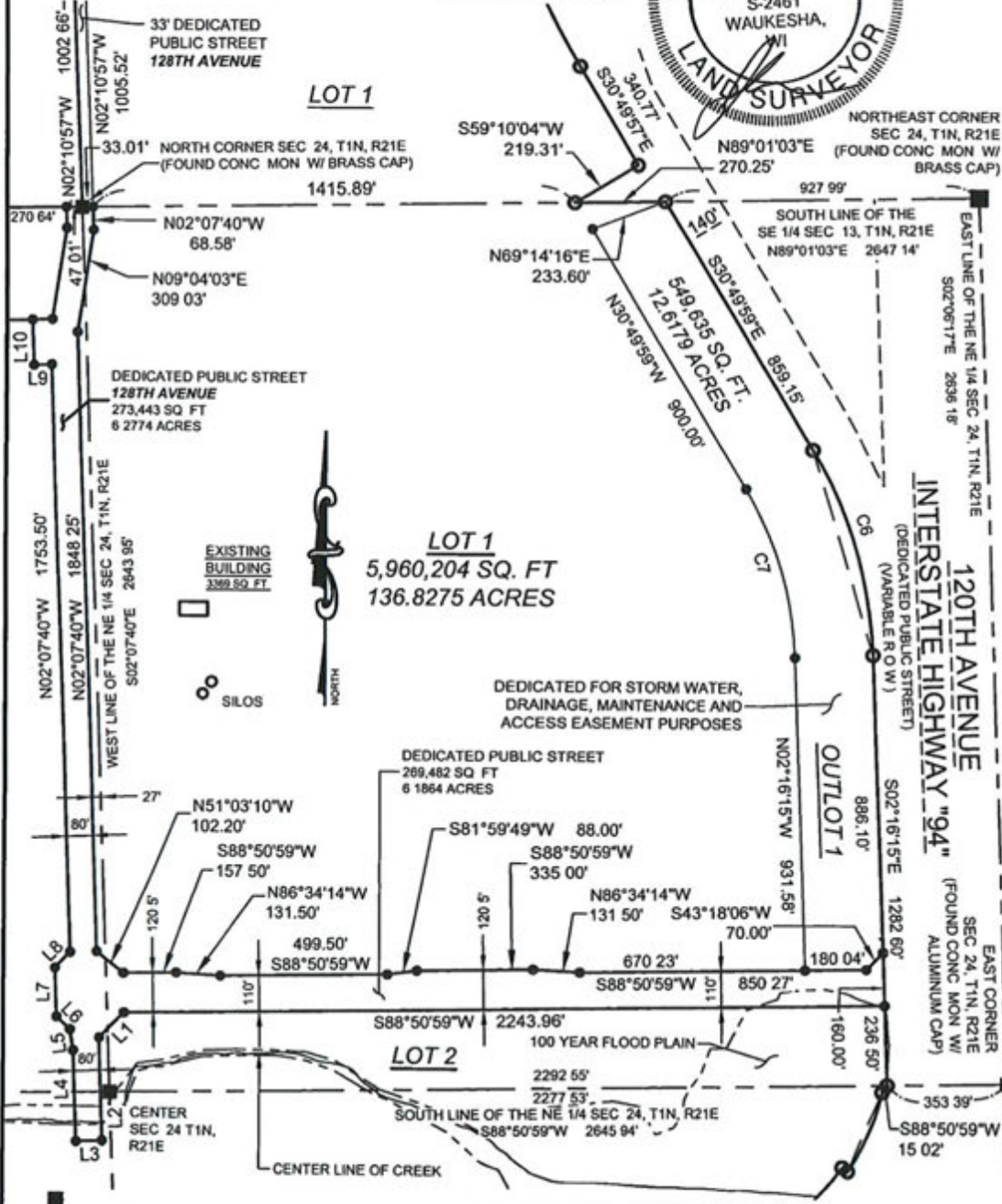
Being a redivision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

**LEGEND:**

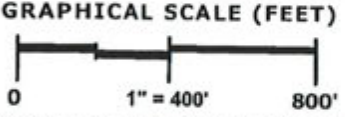
- - Denotes Found 1" Iron Pipe
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- (R) - Denotes "Recorded As"
- - Denotes Section Monument



DECEMBER 18, 2017



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

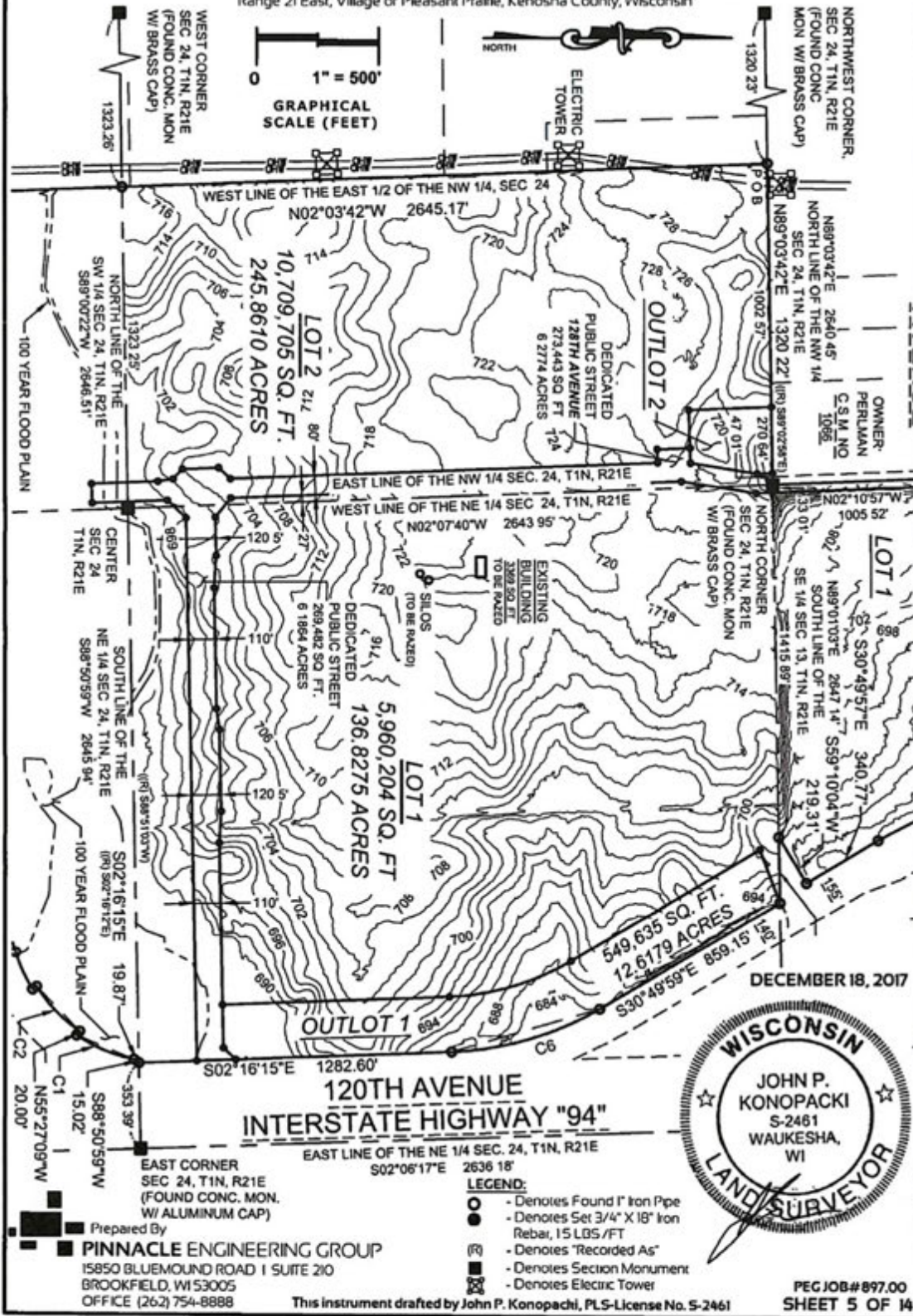


This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#897.00  
**SHEET 4 OF 14**

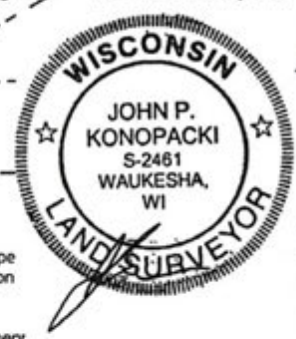
# CERTIFIED SURVEY MAP NO. 2849 *Doc # 1810901*

Being a redvision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Praine, Kenosha County, Wisconsin



Prepared By  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD 1 SUITE 210  
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PEC JOB#897.00  
 SHEET 5 OF 14

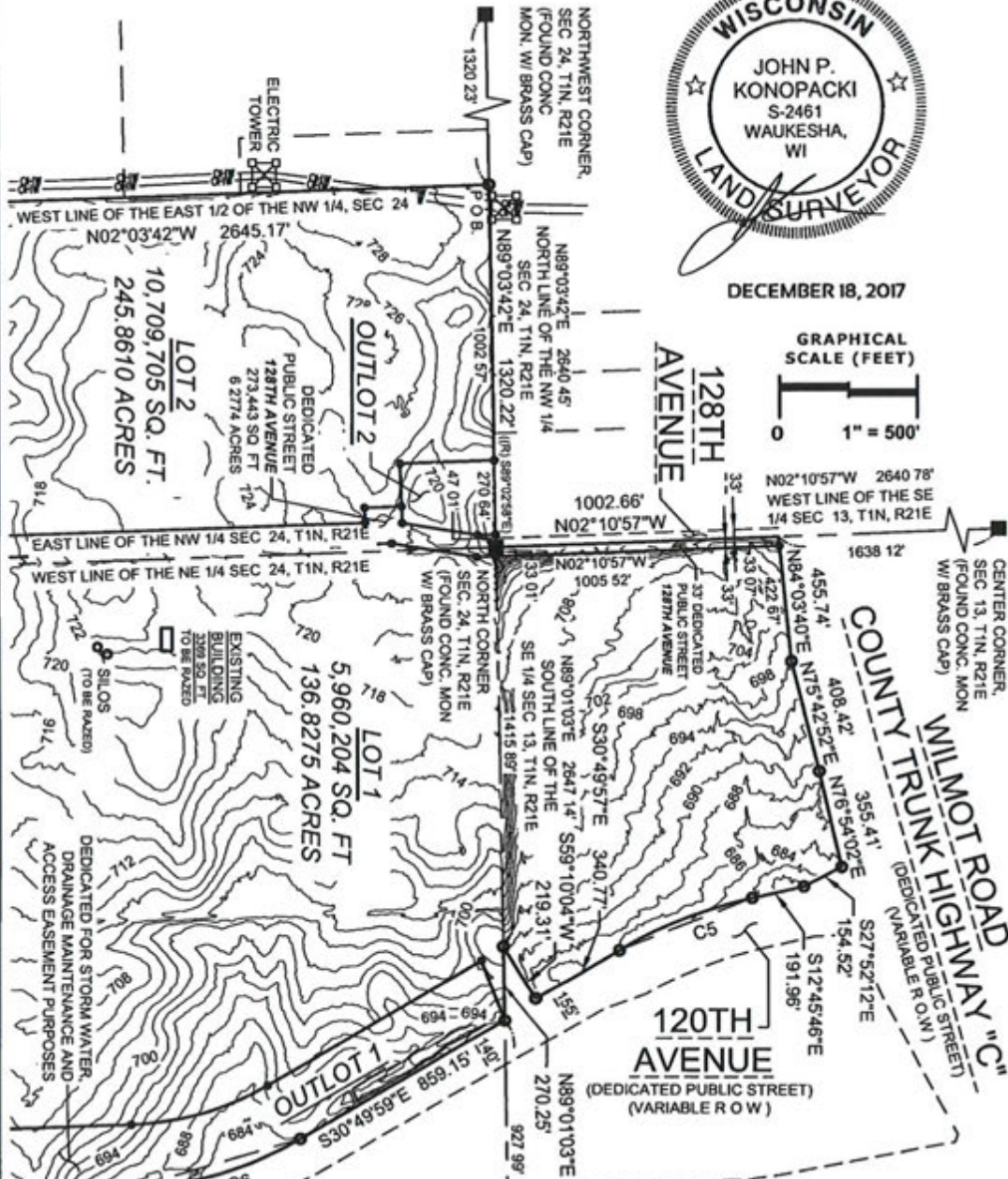
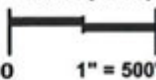
# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

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DECEMBER 18, 2017

GRAPHICAL SCALE (FEET)



**120TH AVENUE**  
**INTERSTATE HIGHWAY "94"**

EAST LINE OF THE NE 1/4 SEC 24, T1N, R21E  
S02°06'17"E 2636.18'

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

NORTHEAST CORNER  
SEC 24, T1N, R21E  
(FOUND CONC. MON.  
W/ BRASS CAP)

- LEGEND:**
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**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

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**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN  
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided all of Lot 1 of Certified Survey Map No 2714, recorded in the Register of Deeds Office for Kenosha County on November 7, 2012 as Document No 1686990 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 24, thence North 89°03'42" East along the north line of the Northwest 1/4 of said Section 24, 1320 23 feet to the west line of the East 1/2 of said Northwest 1/4 and the Point of Beginning,

Thence continue North 89°03'42" East along said north line, 1320 22 feet to the North corner of said Section 24, thence North 02°10'57" West along the west line of the Southeast 1/4 of said Section 13, 1002 66 feet to a point on the south right of way line of Wilmot Road - County Trunk Highway "C", thence North 84°03'40" East along said south right of way line, 455 74 feet, thence North 75°42'52" East along said south right of way line, 408 42 feet, thence North 76°54'02" East along said south right of way line, 355 41 feet to the west right of way line of 120th Avenue, thence the following courses along said west right of way line of 120th Avenue

South 27°52'12" East, 154 52 feet,

South 12°45'46" East, 191 96 feet to a point of curvature,

Southeasterly 515 58 feet along the arc of said curve to the left, whose radius is 1635 00 feet and whose chord bears South 21°47'48" East, 513 45 feet,

South 30°49'57" East, 340 77 feet,

South 59°10'04" West, 219 31 feet to the south line of the Southeast 1/4 of said Section 13, North 89°01'03" East along said south line, 270 25 feet,

South 30°49'59" East along said West line 859 15 feet to a point of curvature,

Southeasterly 639.08 feet along the arc of said curve to the right, whose radius is 1282 00 feet and whose chord bears South 16°33'07" East, 632 48 feet,

South 02°16'15" East, 1282 60 feet to the south line of the Northeast 1/4 of said Section 24,

South 88°50'59" West along said south line, 15 02 feet,

South 02°16'15" East, 19 87 feet to a point of curvature,

Southwesterly 254 99 feet along the arc of said curve to the right, whose radius is 643 50 feet and whose chord bears South 23°11'47" West, 253 32 feet,

North 55°27'09" West, 20 00 feet to a point on a curve,

Southwesterly 258 00 feet along the arc of said curve to the right, whose radius is 623 50 feet and whose chord bears South 46°24'08" West, 256 16 feet,

South 31°44'38" East, 20 00 feet to a point on a curve,

Southwesterly 168 75 feet along the arc of said curve to the right, whose radius is 643 50 feet and whose chord bears South 65°46'08" West, 168 27 feet to a point of reverse curve,

Southwesterly 1046 81 feet along the arc of said curve to the left, whose radius is 806 50 feet and whose chord bears South 36°05'51" West, 974 86 feet,

South 01°05'11" East, 1244 67 feet,

South 43°54'23" West, 65 33 feet to the north right of way line of 104th Street - County Trunk Highway "Q",

thence South 88°59'29" West along said north right of way line, 1136 77 feet, thence South 88°59'13" West along said north right of way line, 1329 09 feet to the west line of the East 1/2 of the Southwest 1/4 of said Section 24, thence North 02°07'11" West along said west line, 2559 87 feet to the north line of said Southwest 1/4, thence North 02°03'42" West along the west line of the East 1/2 of the Northwest 1/4 of said Section 24, 2645 17 feet to the Point of Beginning

Dedicating lands as graphically shown for right of way purposes


Containing 17,846,114 square feet (409 6904 acres) gross and 17,303,189 square feet (397 2266 acres) net of land, more or less

That I have made survey, land division and map by the Village of Pleasant Prairie, owner of said land

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

That I have fully complied with the provisions of s 236 34 of the Wisconsin State Statute

and the Village of Pleasant Prairie Land Division Control Ordinance in surveying and mapping the same.

  
John P. Konopacki  
Professional Land Surveyor S-2461  
Date: DECEMBER 18, 2017



Prepared By  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD 1 SUITE 210  
BROOKFIELD, WI 53005  
OFFICE (262) 754-8888

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

PEG JOB#897.00  
SHEET 7 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redivision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

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

## LOT OWNER RESPONSIBILITIES:

1 The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) were/are being dedicated, given, granted and conveyed to the Village of Pleasant Prairie, its successors and assigns (the "Village") and/or the Wisconsin Department of Transportation (WI DOT) for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following nonexclusive easement which is hereby reserved in the right-of-way by the Village and/or the WI DOT as shown on this CSM for the Lot Owners adjacent to the public street areas for the required planting, mowing, watering and maintenance and cutting of grass within the grassy terrace area and for the maintenance and replanting of street trees in the area between the roadway pavement and the Lots. In the event of any conflict between the rights of the Village and WI DOT under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot Owners pursuant to the public street dedication retained herein, the rights of the Village or WI DOT shall be deemed to be superior.

The Village shall be responsible for all costs associated with the construction, installation, repair, alteration, and replacement of roadway improvements. The Lot Owners shall be responsible for the maintaining and mowing of the street terrace area; street tree pruning, watering, mulching, staking and other tree maintenance and replacements; payment of public street lights energy and maintenance costs, installation and maintenance of mailboxes, extensions and maintenance of private utility and communications facilities, and maintenance of the private storm water drainage improvements leading to the off-site retention basins used to handle storm water from the development site in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the respective Development Agreement approvals.

2 Future perpetual nonexclusive utility easements coextensive with the future areas to be shown on the Lots by WE Energies (f/k/a W E P CO), AT & T (f/k/a Wisconsin Bell) and Spectrum (f/k/a Time Warner Cable Inc.) and their respective successors and assigns (collectively the "Utility and Communications Grantees") as may be granted by the Lot Owners, shall be identified for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots and for any related ingress and egress. The future General Utility Easements shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot Owners and as may be approved by the Village. Upon the installation of the required utilities, the Lot Owners shall be responsible to restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement, on which such easements are located on their Lots as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the individual Lot Owners and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all restoration maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement area without the approval of the Utility and Communication Grantees.

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



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

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

PEG JOB#897.00  
SHEET 8 OF 14



**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

Being a redvision of all of Lot 1 of Certified Survey Map No 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

"LOT OWNER RESPONSIBILITIES" AND "RESTRICTIVE COVENANTS" CONTINUED

**RESTRICTIVE COVENANTS:**

1 The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of replanting, maintaining and replacing the public street trees and maintaining the street terrace areas located within the right-of-way areas abutting the Lot Owner's property as shown on this CSM. Such replanting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way areas, which might damage the street trees or might interfere with the Village's rights or the WI DOT's rights to maintain the public street improvements, unless approved by the Village and/or the WI DOT. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Lot Owners, and shall benefit and be enforceable by the Village and/or the WI DOT. Such street tree planting and terrace area maintenance shall be performed regularly for the trees and terrace areas abutting the Owner's Lot, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree or street terrace related maintenance activities, the respective Lot Owners not having maintained the trees or terrace areas, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

2 The Village of Pleasant Prairie hereby covenants that the respective Lot Owners shall have the obligation of protecting and preserving the wetland areas shown on their Lot on this CSM in those areas in which wetland fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees, invasive plant materials or species, and planting of wetland plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Army Corps of Engineers (ACOE). No mowing or cutting of the wetlands shall be allowed unless approved by the Village. No signage or fences shall be erected within the wetlands, which may damage the wetland areas. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owner shall perform such wetland maintenance as may be needed, without compensation, and to the satisfaction of the Village.

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

3 The Village of Pleasant Prairie hereby covenants that the Lot Owners shall have the obligation of protecting and preserving the 100-Year floodplain areas shown on their Lot on this CSM in those areas in which floodplain fill permits have not been obtained. Such maintenance shall include removing of trash or debris in order to prevent a nuisance condition and as needed removing of dead, dying or decayed trees or plant life as approved by the Village, Wisconsin Department of Natural Resources (WI DNR), and Federal Emergency Management Agency (FEMA). No filling or land disturbance of the floodplains shall be allowed unless approved by the Village, WI DNR and FEMA. No signage or fences shall be erected within the floodplain, which may cause flooding or redirection of the water off of the Lot. This covenant shall run with the land, shall be binding upon the Lot Owner, its successors and assigns and successors-in-title of the land, in their capacity as the Lot Owner, and shall benefit and be enforceable by the Village, WI DNR or ACOE. The Lot Owner shall perform such floodplain maintenance as may be needed, without compensation, and to the satisfaction of the Village.

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



DECEMBER 18, 2017

Prepared By  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD 1 SUITE 210  
BROOKFIELD, WI 53005  
OFFICE (262) 754-8888

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

PEG JOB#897.00  
SHEET 9 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redivision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

## OWNER'S CERTIFICATE

We, the Village of Pleasant Prairie, a municipal body corporate, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the Village of Pleasant Prairie

The Village of Pleasant Prairie does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection

1 Village of Pleasant Prairie

IN WITNESS WHEREOF, Village of Pleasant Prairie, has caused these presents to be signed by Thomas G. Shycel and Jane M. Romanowski as the Interim Administrator and Village Clerk, respectively, of said company on this 21st day of December, 2017

Jean M. Walri-Harris  
(Witness)

By Thomas G. Shycel  
Interim Administrator

Jean M. Walri-Harris  
(Witness)

By Jane M. Romanowski  
Village Clerk

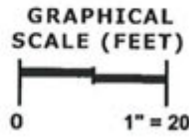
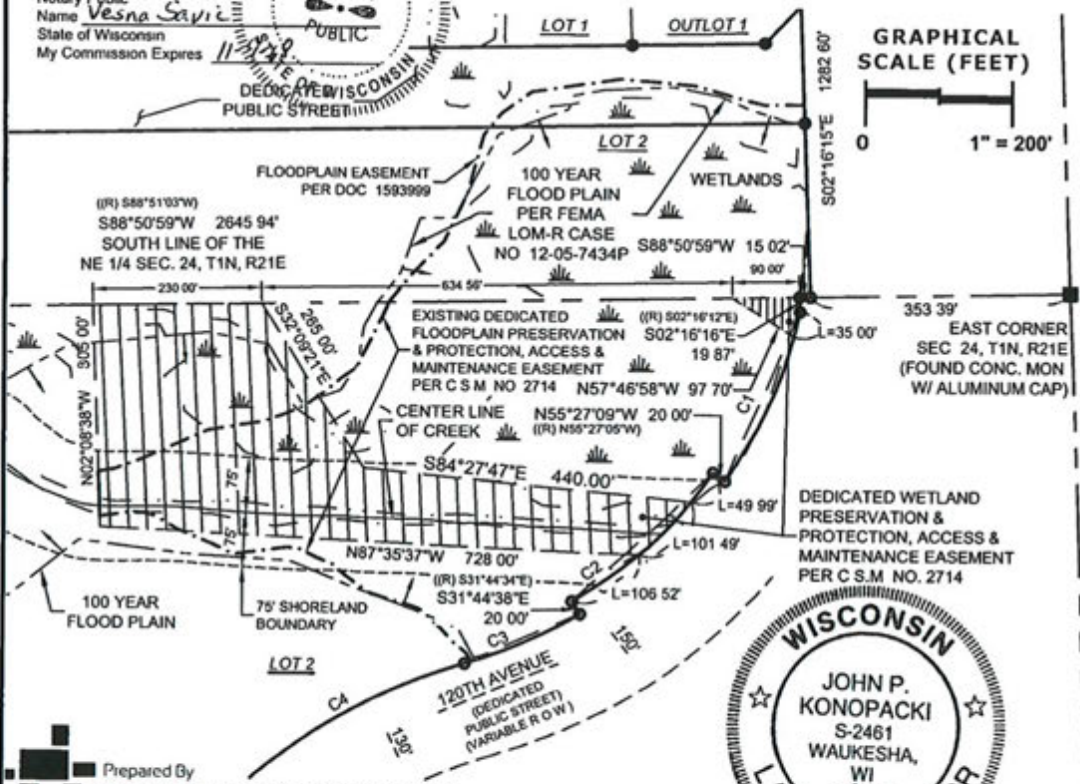
STATE OF WISCONSIN) SS  
Kenosha COUNTY) SS

Personally came before me this 21st day of December, 2017, (name) Thomas G. Shycel (title) Interim Administrator and (name) Jane M. Romanowski (title) Village Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such members of said corporation, and acknowledged that they executed the foregoing instrument as such members as the deed of said corporation, to be

Vesna Savic  
Notary Public  
Name Vesna Savic  
State of Wisconsin  
My Commission Expires 11-30-22

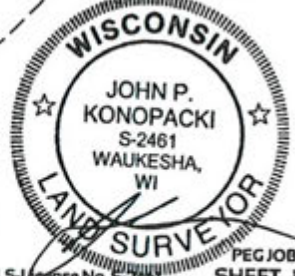


## EASEMENT DETAIL



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

DECEMBER 18, 2017



# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

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### PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Pleasant Prairie on this 18th day of Dec., 2017

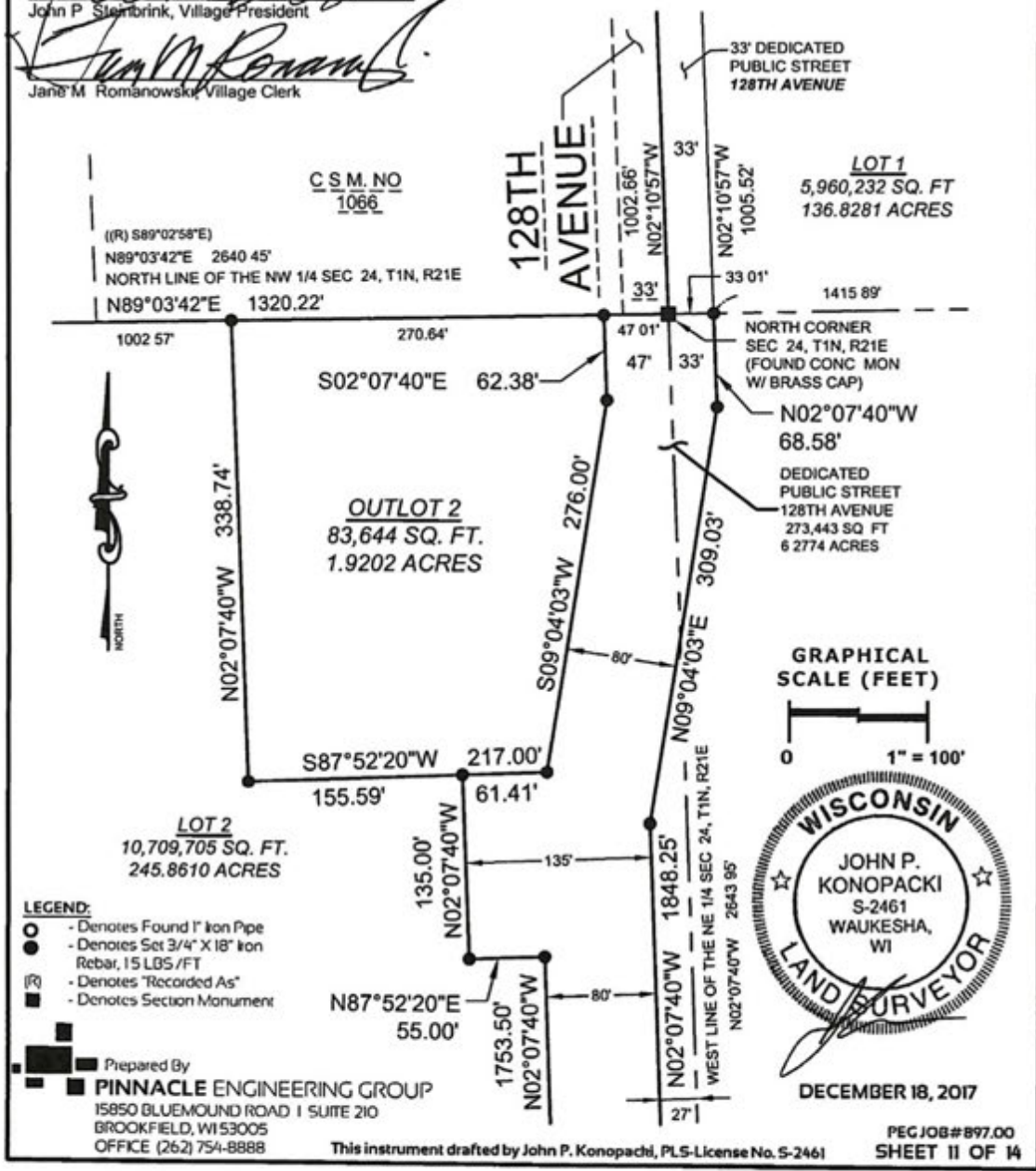
*Thomas W Terwall*  
 Thomas W Terwall, Chairman

### VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Pleasant Prairie, Wisconsin, on this 18th day of Dec., 2017

*John P Steinbrink*  
 John P Steinbrink, Village President

*Jane M Romanowski*  
 Jane M Romanowski, Village Clerk

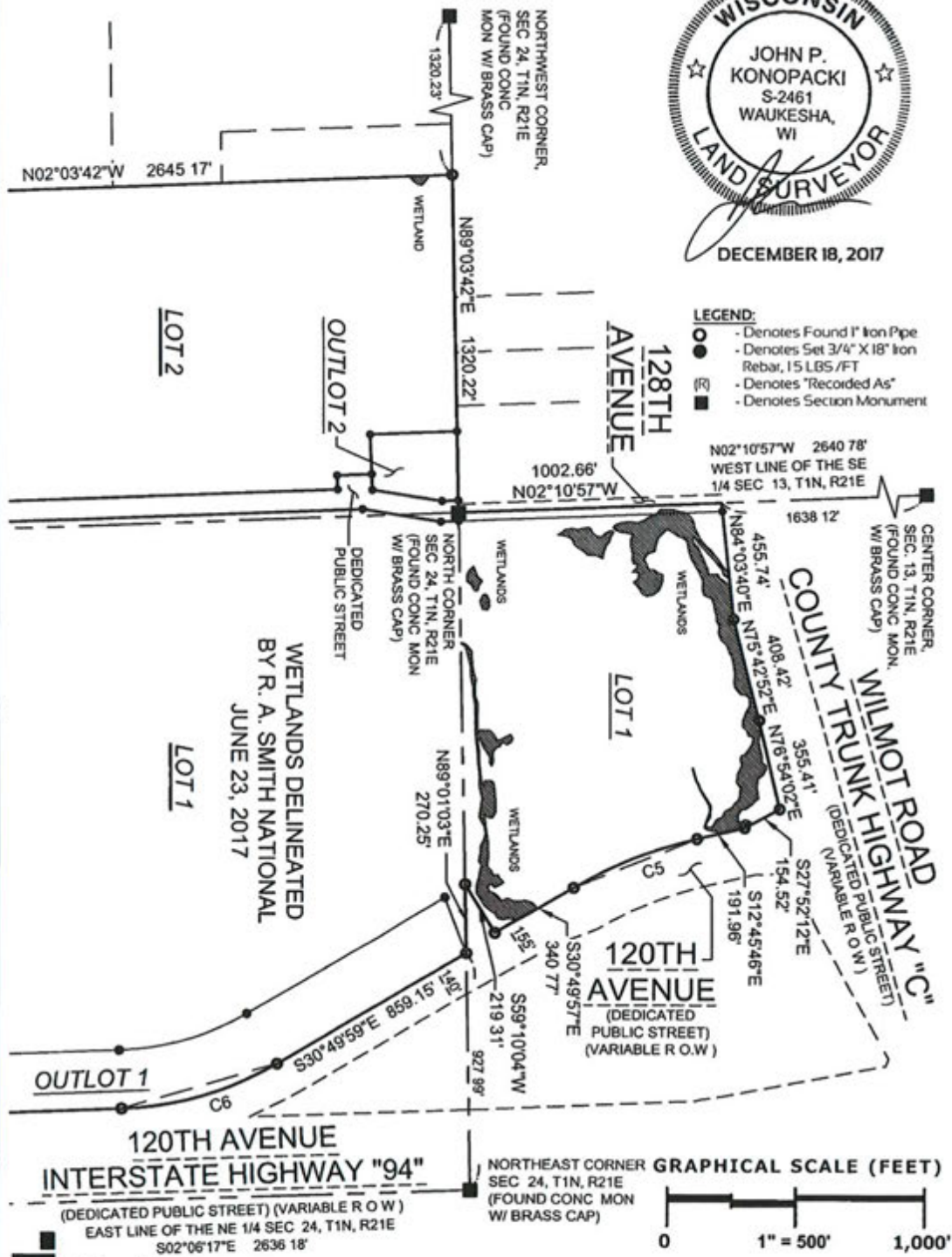


**CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901**

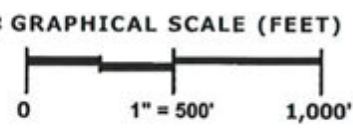
Being a redivision of all of Lot 1 of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin



DECEMBER 18, 2017



- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS / FT
  - (R) - Denotes "Recorded As"
  - - Denotes Section Monument



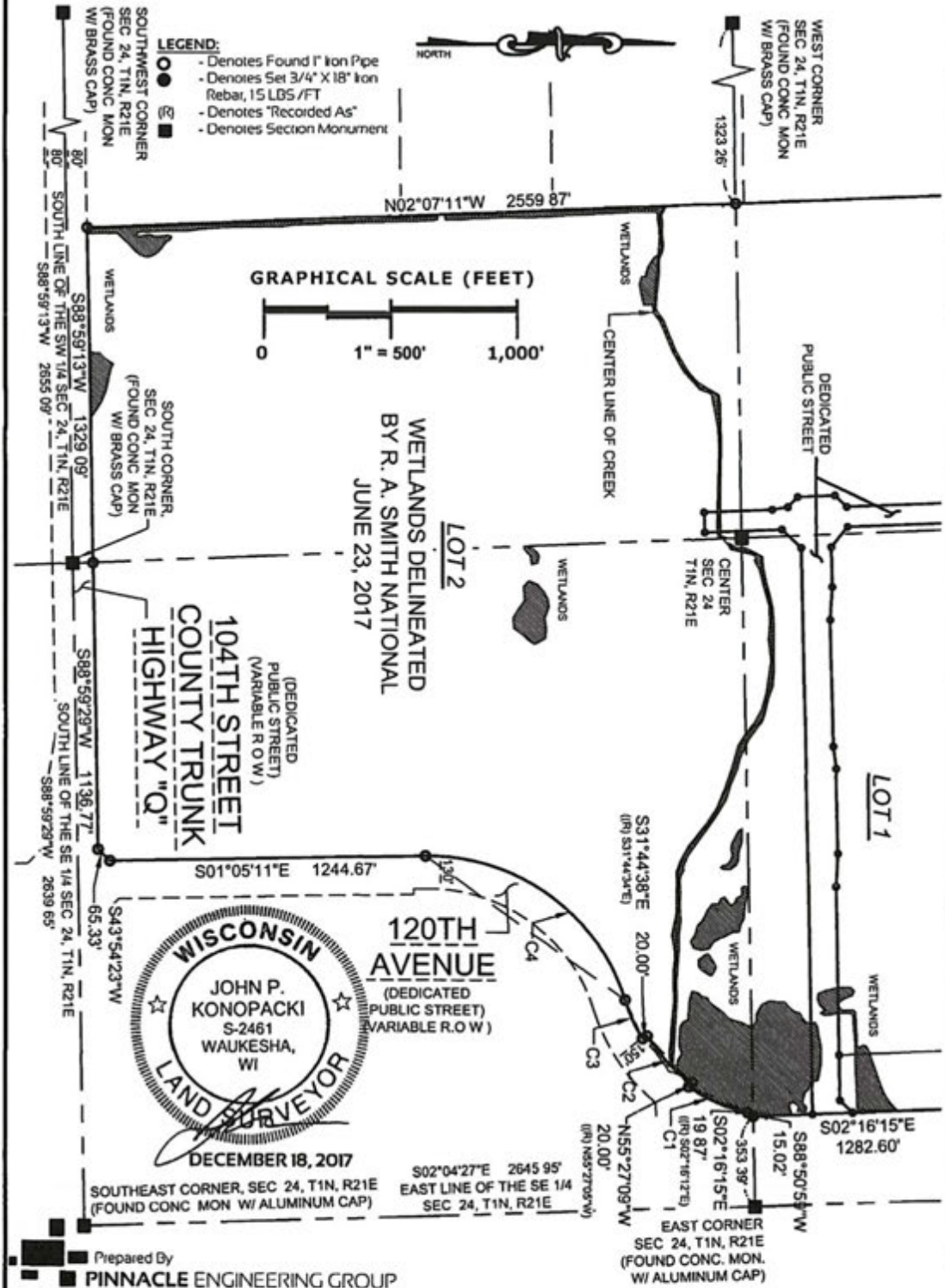
Prepared By  
**Pinnacle Engineering Group**  
 15850 Bluemound Road | Suite 210  
 Brookfield, WI 53005  
 Office (262) 754-8888

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

PEG JOB#897.00  
 SHEET 12 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Doc # 1810901

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**WISCONSIN**  
 JOHN P. KONOPACKI  
 S-2461  
 WAUKESHA, WI  
**LAND SURVEYOR**  
 DECEMBER 18, 2017

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

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

PEG JOB# 897.00  
 SHEET 13 OF 14

# CERTIFIED SURVEY MAP NO. 2849 Doc# 1810901

Being a redvision of all of Lot I of Certified Survey Map No. 2714 and additional lands, all being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 13, the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 24, the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 21 East, Village of Pleasant Prairie, Kenosha County, Wisconsin

## CURVE TABLE

CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	254.99'	643.50'	022°42'12"	S23°11'47"W	253.32'	S11°50'41"W	S34°32'53"W
C1 (RECORDED AS)	(254.99')			(S23°11'50"W)			
C2	258.00'	623.50'	023°42'30"	S46°24'08"W	256.16'	S34°32'53"W	S58°15'23"W
C2 (RECORDED AS)			(023°42'31")	(S46°24'11"W)			
C3	168.75'	643.50'	015°01'31"	S65°46'08"W	168.27'	S58°15'23"W	S73°16'54"W
C3 (RECORDED AS)			(015°01'30")	(S65°46'11"W)			
C4	1046.81'	806.50'	074°22'05"	S36°05'51"W	974.86'	S73°16'54"W	S01°05'12"E
C5	515.58'	1635.00'	018°04'04"	S21°47'48"E	513.45'	S12°45'46"E	S30°49'50"E
C6	639.08'	1282.00'	028°33'43"	S16°33'07"E	632.48'	S30°49'58"E	S02°16'16"E
C7	524.42'	1052.00'	028°33'43"	N16°33'07"W	519.01'	S30°49'58"E	S02°16'16"E

### WETLAND & FLOODPLAIN AREA RESTRICTIONS

- 1 Grading and filling are prohibited, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- 2 The removal of topsoil or other earthen materials is prohibited, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- 3 The removal or destruction of any vegetative cover, ie, trees, shrubs, grasses, etc, is prohibited, with the exception that dead, diseased or dying vegetation may be removed, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- 4 The introduction of plant material not indigenous to the existing environment of the Wetland & Floodplain area is prohibited, unless specifically authorized by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- 5 Ponds may be permitted subject to the approval by the village, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers

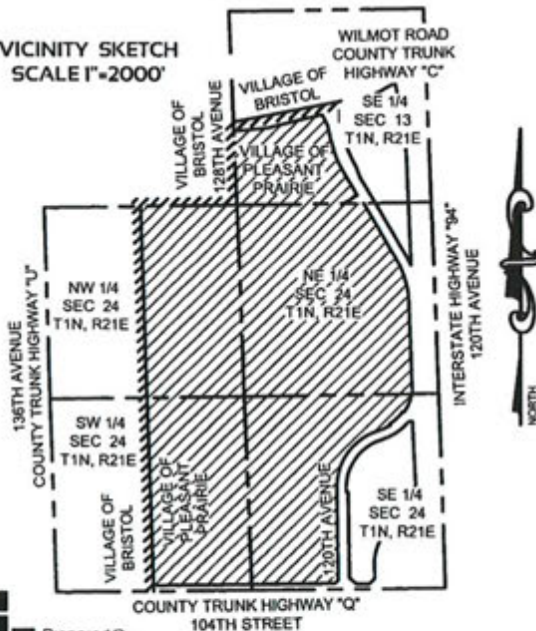
### NOTES:

- All measurements have been made to the nearest one-hundredth of a foot
- All angular measurements have been made to the nearest one second
- Flood Zone Classification: The property lies with in Zone "AE" of the Flood Insurance Rate Map Community Panel No. 55059C0187D and 55059C0189D dated JUNE 19, 2012. Zone "AE" areas have base flood elevations determined. Floodplain shown based on Federal Emergency Management Agency Letter of Map Revision Case No. 12-05-7434P, effective June 20, 2013



DECEMBER 18, 2017

### VICINITY SKETCH SCALE 1"=2000'



- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1927). The north line of the Northeast 1/4 of Section 24, Township 1 North, Range 21 East bears S89°01'03"W
- Coordinates for the Northeast Corner of the Northeast 1/4 Section 24, Township 1 North, Range 21 East referenced to the Wisconsin State Plane Coordinate System, South Zone Northeast Corner coordinates:  
N=202,970.66  
E=2,552,033.51
- Contours are shown at a 2' intervals based Village of Pleasant Prairie Geographical Information System
- Wetlands delineated by R. A. Smith National June 23, 2017
- All access points to West Frontage Road shall be approved by the Village of Pleasant Prairie and WI Department of Transportation

### LINE TABLE

LINE NO	BEARING	DISTANCE
L1	S43°21'39"W	105.16'
L2	S02°07'40"E	305.50'
L3	S87°52'20"W	80.00'
L4	N02°07'40"W	269.50'
L5	N09°06'06"W	63.50'
L6	N46°28'05"W	55.50'
L7	N02°07'40"W	148.50'
L8	N43°06'03"E	65.50'
L9	S87°52'20"W	55.00'
L10	N02°07'40"W	135.00'

Prepared By  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD | SUITE 210  
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 OFFICE (262) 754-8888

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

PEG JOB# 897.00  
**SHEET 14 OF 14**



DOCUMENT

1810901

RECORDED

At Kenosha County, Kenosha WI 53140  
JoEllyn M. Storz, Register of Deeds

December 27, 2017 9:26 AM

\$38.00

Pages 15

# Exhibit D

Pleasant Prairie Zoning Code - PUD

February, 2018

**DRAFT**

Code Section	Current Code Specification	Reference #	
Current Zoning Classification	<p>B-6 and C-1 Zoning Classifications need to be changed to M-5 District; the allowed uses in the M-5 should be written to be include general manufacturing but specifically state the intended use .</p> <p><b>Applicable provisions of the Village Ordinances will otherwise apply except as herein modified.</b></p>		
§ 420-125.2(A)(1) & (2); and (B)(1)	<p>Permitted Use – reference in code is to International Building Code 2006 at ¶306.2 Allowed Use:</p> <p><b><u>Statement of Intent and Statement of Purpose:</u></b></p> <p>The intent in passing these amendments are to allow maximum flexibility in the use of the site related to the owner’s business in a campus type setting with primarily manufacturing, warehouse/distribution, research and development, and offices but to also allow retail/promotional related use for promoting the owner’s products and other ancillary but related uses.</p> <p>The development of this parcel consistent with the specifications herein stated presents a specific benefit to the Village of Pleasant Prairie as it provides a catalyst for the future development within the general area. Such development will provide diverse, sustainable economic potential for Pleasant Prairie and Kenosha County.</p> <p>In addition to all primary, secondary and ancillary allowed uses under the applicable code sections, specifically allowed uses include the manufacturing of food products in the candy and confectionary industry, associated warehouse and distribution activities related to product manufactured on site as well as product manufactured in other locations of owner, research and development – warehouse activities shall be liberally construed, office use and administration, information center related to owner’s</p>	1.	



	<p>company and business with retail sales to the public from a standalone building and the auxiliary uses specified herein below; the foregoing uses shall be allowed on site from multiple and separate buildings and structure.</p> <p>Multiple buildings are allowed and may be designated as multiple principal buildings for manufacturing, warehouse &amp; distribution, office, retail and other uses as herein allowed.</p>		
§ 420-125.2 (C)(1)	Retail sales of owner's product and other branded merchandise are allowed to the general public and may be from a stand-alone building; there shall be no limit on floor area retail sales provided the square footage of the retail sale building does not exceed 10% of the total square footage of the on-site building improvements.	2.	
§ 420-125.2(C)(3)	<p>(b) all warehouse and distribution auxiliary permitted uses shall not occupy more than 45% of the gross floor area of total constructed square footage on site, except that the building occupant's storage of raw materials and finished products assembled or produced on site shall be exempt from this <del>forty-five percent</del> <del>thirty percent</del> requirement;</p> <p>(c) the building façade area of dock doors is limited to 25% of the total building exterior walls; for the foregoing calculation, only the dock door opening itself will be factored into such calculation;</p>	3.	
(C) (4) & 420-125.2(D) & (E)	Unspecified auxiliary permitted uses shall allow a Day-Care facility for employee and visitor use, retail for owner's product, educational facility ("Nursery") or Kindergarten, on-site fitness center for employee and visitor use and company museum and go-cart track without a conditional or special use permit being required;	4. 5.	
	Heliport shall be considered an auxiliary permitted use without the need for any conditional or special use permit, subject to Village ordinances and Federal Aviation Administration regulations; to be located as provided on Site Plan Drawing No. 17014 IP P MA LA 001 00 2t0 1a	6.	

	<p>or other mutually agreed location between owner and Village.</p> <p>Accessory structures shall be governed by the above provisions.</p>		
§ 420-125.2(K)	<p>Dimensional standards.</p> <p>(1) &amp; (3) <u>Open space: 15% minimum (but not to exceed the foregoing percentage) of site square footage;</u></p>		
§ 420-125.2(K)(4)	<p><u>Building Standards</u></p> <p>(b) Subject to the exception for the high bay warehouse herein provided, principal building height including production building: 100 feet maximum; however, the height of a <del>principal</del> building or part thereof may be increased to a maximum of 120 feet <del>in height</del>, provided that for every one foot above 100 feet, said principal structure shall be set back an additional 1.5 feet from all property lines;</p> <p>the height of any “high bay” warehouse shall not exceed 170 feet, which shall not require additional set-back (any height exceeding 170 feet will require an additional of 1.5 feet set-back from all property lines for each additional foot of height over 170 feet, i.e. the additional set-back shall only be applicable to that height exceeding 170 feet);</p> <p>boiler stacks may exceed the foregoing requirements without the need for additional set-backs;</p> <p>any required additional set-backs shall only be applicable to the highest improvement and shall not be cumulative should multiple improvements exceed the foregoing height standards;</p> <p>(c) Accessory building height: shall not exceed the height of a principal building;</p>	7.	

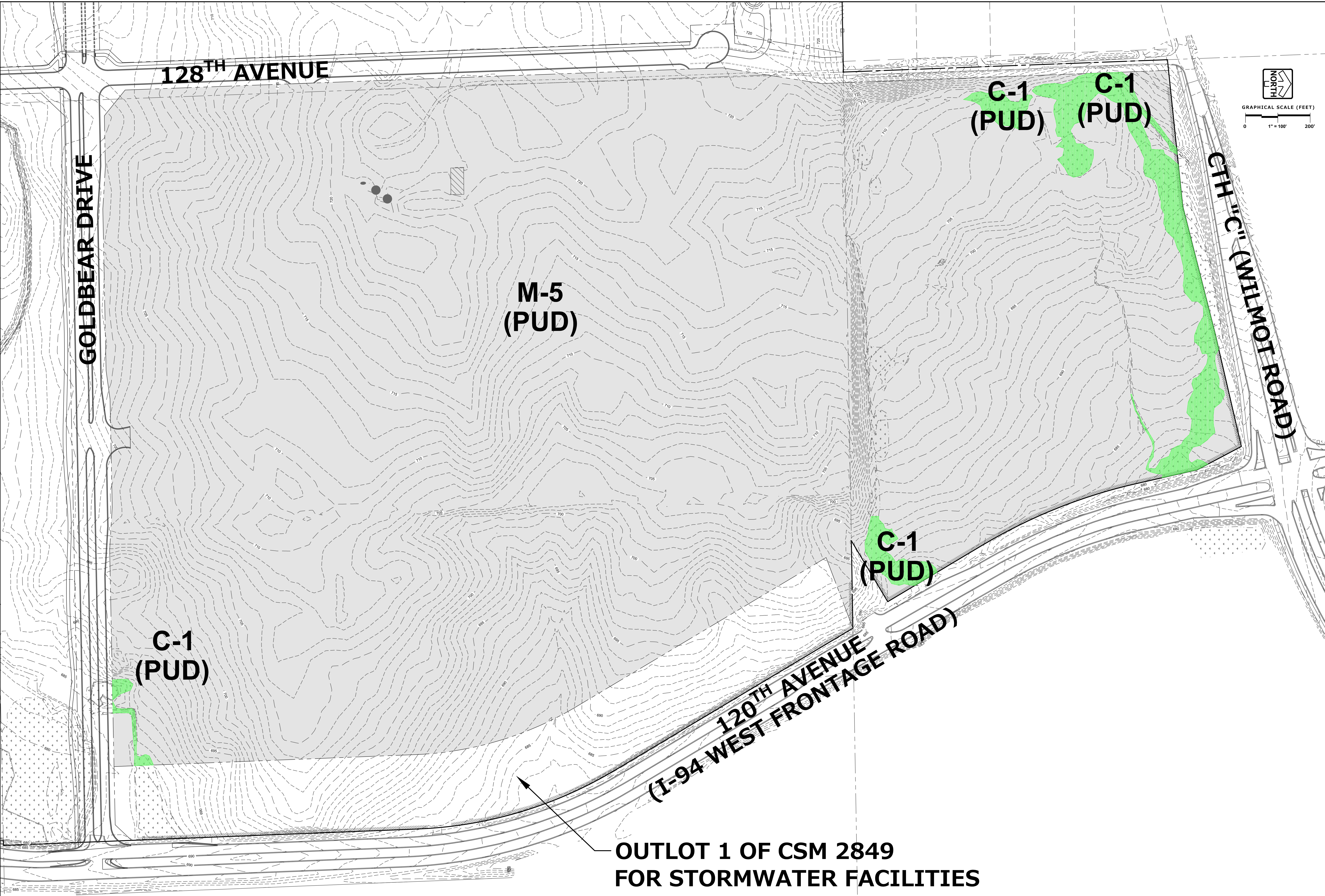
	<p>(d) Setbacks. The following setbacks shall be considered to be minimum setbacks; greater setback may be required by state building codes:</p> <p>[1] <b>Street setback:</b> minimum of 65 feet from arterial streets or highways and a minimum of 40 feet from nonarterial streets or private roads for buildings</p> <p>[2] <b>Shore setback:</b> 75 feet minimum</p> <p>[3] <b>Wetland setback:</b> 25 feet minimum.</p> <p>[4] <b>Side setback:</b> 45 feet minimum for all buildings.</p> <p>[5] <b>Rear setback:</b> 45 feet minimum for all buildings.</p> <p>[6] <b>Separation distance between all buildings:</b> 45 feet minimum.</p>		
<p>§ 420-125.2 (L) (3) &amp; (11)</p>	<p><b>a fence shall not exceed 15 feet in height. The fence height shall include all elevations, including berms, above the overall standard grade of the property;</b></p> <p><b>a fence may be placed within any utility easement(s) without written permission from the applicable utility company;</b></p> <p><b>a fence may be located within a drainage easement;</b></p> <p><b>a fence may be located in a street yard and side yard (in the general location as shown on Plan No. 17014_IP_P_MA_LA_001_00_2t0_1a ) without any further approval being required.</b></p> <p><b>(4) Dock doors may face a public street if located at least 200 feet from the facing public street.</b></p> <p><b>(6) Principal building standards. All facades that are visible to and facing the public street and any portions of the building with office uses shall provide architectural details and elements such as but not limited to varying roof heights, varying fenestration and other appropriate architectural elements. In addition, the office area of the building shall be at least a two-story building.</b></p>	<p>8.</p> <p>9.</p>	

<p>§ 420-125.2(L)(8)(a) &amp; (b)(9) (10) &amp; (11)</p>	<p>(8)(a)(1) any building used for manufacturing need not have glazed areas in food production areas nor areas where unpackaged food or raw materials will be stored, handled or processed;</p> <p>8(a)(3) parking garages need not be enclosed</p> <p>(8)(b) building exterior/design standards, construction materials and glazing (window line) and construction materials for exterior standards shall be as herein provided or as further provided on rendering Plan No. <u>TBD</u> [WE NEED TO CLARIFY EXTERIOR BUILDING COMPOSITION]; Haribo shall determine exterior standards by agreement with the municipality which shall superseded inconsistent provisions in any covenants or restrictions;</p> <p><u>Roof Top Equipment &amp; Screening</u></p> <p>Except as provided herein, roof top equipment shall be screened by an enclosure and painted or covered with a surface cover compatible with the reminder of the building such as metal panels or louvers; industrial towers and stacks need not be screened but shall have an exterior surface consistent to provide a uniform look with the remainder of the building;</p> <p>Applicable provisions of the Village Ordinances will otherwise apply.</p> <p><u>Parking, Loading Areas and Trailer Parking</u></p> <p>(L)(9) Parking areas, set-backs, access and traffic circulation shall be generally as provided on the site plan for development Plan No. 17014 - IP_P_MA_LA_001_00_2t0_1a . Parking areas facing a front street or a street yard will not require additional landscaping or other screening;</p> <p>Loading areas, dock bays, access drives and trailer truck parking shall be allowed and as generally provided on the site plan for development Plan No. 17014 - IP_P_MA_LA_001_00_2t0_1a ;</p>	<p>10.</p> <p>11.</p> <p>12.</p> <p>13.</p> <p>14.</p> <p>15.</p> <p>16.</p>	
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<p>§ 420-78(B)</p> <p>420.125.2 (L)(10)</p>	<p>Overnight truck and trailer parking shall be allowed , long-term storage of trailers shall be allowed in designated areas if related to the principal business conducted on the site; additional screening or landscaping shall not be required</p> <p>All vehicle parking shall be within the site and there will be no On-Street parking without separate Village approval;</p> <p>All parking, loading, driveway areas, bike lanes and pathways shall be hard-surfaced with either concrete or asphalt materials installed prior to occupancy, however, decorative brick or similar material type pavers can be used on non-trailer or non-semi loading, parking and driveway areas;</p> <p>Applicable provisions of the Village Ordinances will otherwise apply.</p> <p><u>Drainage</u></p> <p>Drainage shall be pursuant to drainage plan determined between Village and owner.</p> <p>Applicable provisions of the Village Ordinances will otherwise apply.</p> <p><u>Signs &amp; Sign Standards</u></p> <p>(L)(10) Sign and sign standards Per Plan No. _____TBD_____</p> <p>Monument sign shall be allowed to have a two face sign;</p> <p>Haribo Bear logo sign in standard company colors (dimensions ___TBD___) and company name lettering in standard company colors (dimensions ___TBD___) shall be allowed on the High Bay Warehouse or similar principal building;</p> <p>Applicable provisions of the Village Ordinances will otherwise apply.</p>	<p>17.</p> <p>18.</p> <p>19.</p> <p>20.</p>	
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§420-125.2 (M)	<p>Hours of Operation &amp; Deliveries</p> <p>24 hour manufacturing operations shall be allowed, deliveries shall be allowed 24 hours; retail shall be standard retail hours;</p>	21.	
§420-38	<p>Use shall be deemed to comply with Performance Standards under Section 420-38.</p> <p><u>Refuse Collection Areas</u></p> <p>Refuse collection areas shall be allowed provided the same are sufficiently screened by building walls, screening walls or landscaping consistent with Village code</p>		
§ 420-89	<p><u>Utility Lines and Communication Devices</u></p> <p>Utility Lines &amp; Communication Antenna – utility lines shall be installed underground except to extent there are connection points at building locations or additional power or generators are provided on-site; satellite dishes, similar antenna or communication devices shall be allowed to be installed on any roof top or ground location provided there is sufficient roof top or landscaping screening put in place and maintained consistent with Village code requirements;</p> <p>i) chillers, (ii) air handling units, (iii) pipes, (iv) air ducts need not be underground and may be exposed without screening; utility feeders to buildings need not be underground and may be exposed without screening; utilities serving the production process and buildings may be exposed without screening;</p>	22.	
	<p>Lighting Plan shall be as shown on Plan No. <u>TBD</u></p>	23.	

	If no plan is noted applicable provisions of the Village Ordinances will otherwise apply.		
	<p>Landscaping Plan shall be as shown on Plan No. <u>          TBD          </u></p> <p>If no plan is noted applicable provisions of the Village Ordinances will otherwise apply.</p> <p>Parking Lot, Loading Areas and Trailer storage screening shall be as herein provided or otherwise as provided under Village ordinances.</p>	24.	
	Lot coverage ratio – no more than 85% of the site may be covered with improvements impervious to surface water absorption	25.	
	<p>With proper screening as determined by Owner, outside storage and service yards shall be permitted; work in progress, stored merchandise, inventory or racks may be placed outside a building. Motor vehicles (and other passenger vehicles) and all equipment operated on the Property may be stored outside if screened as determined by Owner; the foregoing are also permitted during the construction, maintenance and repair of improvements; manufacturing or distributed goods may be stored in trailers on a lot on temporary basis; manufacturing and vehicle service, repair, cleaning and maintenance activities may be conducted outside a building.</p>		





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

Consider approval of **Comprehensive Plan Amendments (Ord. #18-18)** for the request of John Heller, agent on behalf of Interstate Partners II-WI LLC related to the development of the vacant land generally located at the southeast corner of 116<sup>th</sup> Avenue and Corporate Drive for a mixed use development including apartments and potential restaurant and retail development: 1) To amend a portion of the Lakeview West Neighborhood Plan; 2) To amend the land use plan from the Freeway Office Commercial land use designation to High Density Residential with an Urban Reserve for the following Tax Parcel Numbers: 92-4-122-302-0161 and 92-4-122-302-0162; and 3) To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

**Recommendation:** Village staff recommends that the Plan Commission send a recommendation to the Village Board regarding the Comprehensive Plan Amendments (Neighborhood Plan and Land Use Plan).

Consider approval of a **Conceptual Plan** for the request of John Heller, agent on behalf of Interstate Partners II-WI LLC related to the development of the vacant land generally located at the southeast corner of 116<sup>th</sup> Avenue and Corporate Drive (east of Premium Outlets) with 3 33-unit apartment buildings and 6 19-unit apartment buildings for a total of 213 apartments with a club house to be known as Breeze Terrace.

**Recommendation:** Village staff recommends that the Plan Commission send a recommendation to the Village Board regarding the Conceptual Plan subject to the comments of the April 23, 2018 Plan Commission Village Staff Report and the materials and comments presented at the meeting.

## VILLAGE STAFF REPORT OF MAY 7, 2018

Consider approval of **Comprehensive Plan Amendments (Ord. #18-18)** for the request of John Heller, agent on behalf of Interstate Partners II-WI LLC related to the development of the vacant land generally located at the southeast corner of 116<sup>th</sup> Avenue and Corporate Drive for a mixed use development including apartments and potential restaurant and retail development: 1) To amend a portion of the Lakeview West Neighborhood Plan; 2) To amend the land use plan from the Freeway Office Commercial land use designation to High Density Residential with an Urban Reserve for the following Tax Parcel Numbers: 92-4-122-302-0161 and 92-4-122-302-0162; and 3) To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendments.

Consider approval of a **Conceptual Plan** for the request of John Heller, agent on behalf of Interstate Partners II-WI LLC related to the development of the vacant land generally located at the southeast corner of 116<sup>th</sup> Avenue and Corporate Drive (east of Premium Outlets) with 3 33-unit apartment buildings and 6 19-unit apartment buildings for a total of 213 apartments with a club house to be known as Breeze Terrace.

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

*Interstate Partners II-WI LLC, the petitioner, is requesting two (2) approvals at this time to develop the two (2) vacant properties generally located southeast of the corner of 116<sup>th</sup> Avenue and Corporate Drive (just east of Premium Outlets Shopping Center Phase V) for a multi-family residential apartment development. The items being requested at the meeting include amendments to the Village's 2035 Comprehensive Plan (which includes amendments to the Lakeview West Neighborhood Plan and the Village Land Use Plan) and a Conceptual Plan.*

**COMPREHENSIVE PLAN AMENDMENTS (Ord. #18-18):** The following amendments to the Village Comprehensive Plan as noted below are being considered:

1. **Neighborhood Plan Amendment:** The petitioner is requesting an amendment to a portion of the Lakeview West Neighborhood Plan in Appendix 9-3 as a result of the proposed development for properties specifically located east of 116<sup>th</sup> Avenue and north of 110<sup>th</sup> Street (east of the Premium Outlets regional shopping center).

Village Neighborhood Plans are components of the Village's Comprehensive Plan and are intended to provide the community with a means of reviewing the patterns of existing and probable future land uses in and around the area proposed for land development, for evaluating the compatibility of land uses, reviewing access to the land development and the feasibility of developing certain lot layouts, roadways and parkways, open spaces and environmental preservation areas, schools, municipal facilities and municipal services to take care of the neighborhood. Not all neighborhoods within the community can or should contain all land uses. Neighborhood Plans provide detailed information about the neighborhood and serve as a development framework to be utilized by the Village Plan Commission and Village Board in their decision making process when evaluating for future development, when a willing landowner wishes to develop his/her land. Neighborhood Plans are also relied upon by the Village for making community infrastructure budgeting and design decisions, by property buyers and their lending institutions when making land purchasing/financial and construction decisions, and by local assessors and land appraisers when evaluating and valuing properties.

The Neighborhood Plan Amendments requested (for Tax Parcel Number: 92-4-122-302-0161 (referred to as Lot 19) and Tax Parcel Number: 92-4-122-302-0162 (referred to as Lot 20) could allow for the development of the 16.75 acres with 213 multi-family residential apartment units (6-19 unit buildings and 3-33 unit buildings) to be known as Breeze Terrace. Six (6) of the buildings would have individual entries with interior and exterior attached garages and three (3) of the buildings would have common entries with underground parking, in addition to the nearby surface parking areas.

The Neighborhood Plan Amendment (for Tax Parcel Number 92-4-122-302-0160 (referred to as Lot 18) includes two alternatives: **Alternative 1** shows that the 4.36 acre property to the north could be developed with an additional 71 apartment units (1-33 unit building and 2-19 unit buildings), while **Alternative 2** shows that this property could be developed as commercial retail/service within the newly created B-6, Freeway Oriented Business Center District, as preferred by the current land owner. [STAFF NOTE: Neither the petitioner nor land owner are proposing to develop the northern property (Parcel 18) at this time, which is owned by WisPark, LLC].

It is for government services and infrastructure planning purposes, that the Village staff is requiring the petitioner to illustrate the potential land uses layout for all three properties in order to examine the relationship and compatibility of the proposed land uses, to review the availability of government services to serve the proposed development and to evaluate the public and private driveway access connection locations due to the planned reconstruction of the adjacent roadways for the Corporate Drive/108<sup>th</sup> Street/116<sup>th</sup> Avenue Roundabout (referred to herein as the "LakeView West Roundabout").

Over the past several years there have been amendments to the LakeView West Neighborhood Plan as portions of this Neighborhood were planned to be developed. The most recent amendment was granted in 2017 to the LakeView West Neighborhood Plan to accommodate the Fairfield Inn and Suites hotel currently under construction. This amendment required the Village to more closely examine and to address planning for the future LakeView West Roundabout including the driveway improvements for the nearby intersections as well as connecting roadways. The Village has been working for several years on planning for the intersection and roadway improvements for the LakeView West Roundabout. The traffic studies were based upon projected Comprehensive Plan land uses, recent traffic counts, and analysis by the Village Engineers, its consultants, local area developers (Riverview LLC) and the Wisconsin Department of Transportation (WI DOT). A Traffic Impact Analysis (TIA) was completed and then updated based upon traffic forecast projections prepared by the WI DOT and based upon: 1) the existing regional commercial retail, office and service land uses (Premium Outlets Shopping Mall, Double Tree and Fairfield Hotels; Culver's, McDonalds and Chancery Restaurants; Corporate offices, WI DOT Tourist Information and Visitor's Center) and office/retail/commercial land use designations on the remaining vacant land and 2) the proposed industrial land uses proposed to the south in the recently approved Stateline 94 Corporate Park development. While the modified traffic counts have been contemplated by the engineer's for the Breeze Terrace multi-family residential development, residential traffic counts were not originally included at the time of the TIA completion, rather commercial traffic counts were used.

Based upon the TIA, the Village has determined that the LakeView West Roundabout and the roadways leading to the roundabout are in need of these improvements as development continues in this area. A more detailed engineered design of the LakeView West Roundabout is proposed in 2018/2019, with possible construction in

2019/2020. The Village is examining Amendment #1 to Tax Increment District (TID) #5 to assist with the LakeView West Roundabout improvements, in addition to WI DOT grant assistance and landowner assessments.

There will be restricted or modified access to the existing and proposed development of all properties for the LakeView West Roundabout. Specifically, for the Breeze Terrace project, one access point to 116<sup>th</sup> Avenue and one (1) emergency access to 110<sup>th</sup> Street has been identified. One (1) access point has been identified for the Parcel 18 property to Corporate Drive. As detailed engineering is completed for the LakeView West Roundabout, the exact locations will be finalized. With limited access, the interior vehicular traffic patterns between the properties will need to provide for internal site circulation and emergency access. Also, further discussion is warranted regarding whether 110<sup>th</sup> Street shall be constructed as a Village roadway with public infrastructure by the abutting developers or whether the 110<sup>th</sup> Street right-of-way would be considered for vacation.

**Compatibility with Adjacent Land Uses:**

There have been Village staff concerns raised with the Developer over the past several months as to whether the placement of this one 213-unit requested multi-family residential apartment development land use would be compatible with the surrounding freeway oriented regional retail shopping center and retail/service uses—and specifically adjacent to an outlet mall (generating over 8 million visitors a year, noise, traffic, lighting etc.), restaurants and hotels. While it is true that certain well-planned, mixed use developments are hugely popular and very successful when located in the central core of a community due to their proximity to other commercial, residential, governmental services, libraries, parks and schools, it is not entirely clear that this single residential multi-family development meets that same assessment.

**Residential Density proposed within the Neighborhood:**

Currently there are no residential areas shown within the LakeView West Neighborhood.

**Alternative 1:** 284 units depicts on 21.11 acres (this number will be reduced slightly to remove the wetland area) for a net density of approximately 13.45 units per acre with average lot area per dwelling unit to be approximately 3,238 square feet per dwelling unit).

**Alternative 2:** 213 units on 16.75 acres (this number will be reduced slightly to remove the wetland area) for a net density of approximately 12.7 units per acre with average lot area per dwelling unit to be approximately 3,425 square feet per dwelling unit).

**Population and school age children:**

**Current population** is zero since there are no residential units within this LakeView West Neighborhood.

**Projected population-Alternative 1** within the Neighborhood, based on the 2010 census information, there could be up to 665 persons which could include 186 school age children, wherein 120 are estimated to attend public schools.

- 665 persons (284 apartment units x 2.34 persons per household); plus
- 186 school age children (27.9% of 665 persons with school age children);

- Of this total, 120 could be public school age children (42% of 284 dwelling units).

**Projected population-Alternative 2** within the Neighborhood, based on the 2010 census information, there could be 499 persons which could include 139 school age children wherein 89 are estimated to attend public schools.

- 499 persons (213 apartment units x 2.34 persons per household); plus
- 139 school age children (27.9% of 499 persons with school age children);
- Of this total, 89 could be public school age children (42% of 213 dwelling units).

[*Note:* Based on the 2010 Census information for the Village of Pleasant Prairie the average number of person per rental housing is 2.34 and school age children between the ages of 5 and 19 make up 27.9% of the population. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of students that will attend public school is 42% of the number of dwelling units. **Although the Village expects these numbers to decrease with the 2020 census, the numbers presented are based on the most current information available to the Village. Also, depending on the market demographics of families wanting to locate in a regional/freeway oriented commercial district-this number may be even lower.**]

2. **Comprehensive Land Use Map Amendments:** The petitioner is also requesting to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9. Specifically the Amendments include:

- To amend the land use plan from the Freeway Office Commercial land use designation to High Density Residential with an Urban Reserve which would allow the average lot area per dwelling unit to be lower than 6,200 square feet per dwelling unit for the following Tax Parcel Numbers: 92-4-122-302-0161 (referred to as Lot 19) and 92-4-122-302-0162 (referred to as Lot 20) to accommodate 213 multi-family residential apartment units in nine (9) buildings to be known as Breeze Terrace; and
- To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan reference said changes to the Land Use Plan Map 9.9.

**CONCEPTUAL PLAN:** The Conceptual Plan, is a further refinement of the Neighborhood Plan and the petitioner is requesting approval of a Conceptual Plan for the two (2) vacant properties (Tax Parcel Numbers: 92-4-122-302-0161 and 92-4-122-302-0162) south of Corporate Drive and east of 116<sup>th</sup> Avenue for the development of 213 apartments (3-33 unit apartment buildings and 6-19 unit apartment buildings) with a club house and associated parking and site improvements on 16.75 acres as shown on the Neighborhood Plan amendment.

There are four (4) small wetlands on the properties that have been field delineated as wetlands on April 21, 2016 by Dave Meyer of Wetland and Waterway Consulting. A copy of the wetland report shall be submitted with verification that the biologist was an assured WI DNR delineator in 2016. In addition, a Zoning Map Amendment and a Comprehensive Land Use Map Amendment will also need to be submitted to correctly identify the location of the field delineated wetlands on the respective maps. If any of the wetlands are proposed to be filled, then proper permits shall be obtained by the Developer from the ACOE and WI DNR. In addition, approximately 3.5 acres is located within a Primary Environmental Corridor (PEC) and approximately 0.25 acre is proposed to be removed from the PEC to allow for the

development. There is a small area of the site that is also located in the 100-year floodplain. The exact location of the 100-year floodplain shall be delineated to ensure this area is not being disturbed.

The **3-33 unit buildings** will provide for a 12-2 bedroom units and 21-1 bedroom units with common entrances and hallways within 3 story buildings. The buildings will also include 33 underground parking spaces (1 space for each unit). The specific floor plans and square footage of the units have not been provided.

The **6-19 unit buildings** will provide for a 6-2 bedroom units and 13-1 bedroom units with individual entrances within 2 story buildings. The buildings will also include 19 attached garages (however, five (5) of the garages do not have direct access to the apartment). The specific floor plans and square footage of the units have not been provided.

A **clubhouse building** is proposed at the main entrance of the site.

The entire development is proposed to be gated with secure entry adjacent to the club house and a second gated emergency access is provided to the south.

**Rents:** The Developer has identified that there is a need for multi-family apartments in the Village due to several economic development projects recently being announced in Kenosha and Racine Counties. He further indicated that the rental rates would be based upon market rates.

**Site Construction Schedule:** The Developer has indicated that he would like to begin the site and excavation work for the apartment portion of the project this summer (2018).

**Public and Private Improvements:** Any required public and private improvements shall be made by the Developer, at the Developer's expense. The entire development shall be provided with and serviced by municipal roadways (116<sup>th</sup> Avenue and 110<sup>th</sup> Street), sanitary sewer, water and storm sewer/storm water basins with public easements granted to the Village. In addition, the Village will be constructing a new sanitary sewer lift station and related improvements in 2019 to service the remaining vacant lands west of the Des Plaines River, between CTH C and the State Line including lands west of the I-94 in Pleasant Prairie and Bristol (per the 1997 Boundary Agreement with Bristol). The Lakeview West Roundabout is also proposed to benefit this development. The owner may be responsible for their fair share of the cost for these required lift station and roundabout improvements if they are not included in TID #5, Amendment #1.

**Vacation of 110<sup>th</sup> Street:** The Village needs to evaluate whether 110<sup>th</sup> Street, located to the south, should be vacated or the roadway or a portion of the roadway shall be completed as required by the Village Ordinances. It has been discussed in the past and with the Development of TID #7 that the 110<sup>th</sup> Street right-of-way could possibly be vacated, however, there is a private property lying to the east and Phase 3 of the Stateline 94 development is located to the south. Further discussion related to 110<sup>th</sup> Street shall be discussed. A Development Agreement shall be entered into which addresses any public related improvements and private requirements for the project.

**TID #2:** The proposed Breeze Terrace multi-family residential project is located within the existing Tax Increment Finance District (TID) #2. While no further expenditures are anticipated in TID #2, the property tax revenues generated from this residential development will not be put into the general operating expenses but rather would be utilized to repay the outstanding debt of TID #2 until TID #2 is closed, which is anticipated for about 5 years from now or 2023, unless it retires early.

There has been a Village policy that no residential land be part of a TID because the taxes generated typically do not provide the required payback for the public improvements within the TID. Further, since the Village will not be collecting taxes for Village operations to assist

with paying emergency personal and providing other municipal services until 2023, developing the site as multi-family residential may put a financial burden on the Village rather than if the property was developed for commercial uses due to residential development generally having a higher demand for municipal services than commercial development.

**TID #5, Amendment 1:** It is anticipated that the Breeze Terrace multi-family residential development, along with all of the adjacent commercial and industrial land uses would also be a beneficiary of TID #5, Amendment 1, LakeView West Roundabout and lift station improvements, if approved by the Village.

**Zoning Map/Zoning Text Amendments** would be required for the proposed residential development of this property. The petitioner would be proposing to rezone the property from the B-5, Freeway Office District to the R-11, Multi-family Residential District and to the C-1, Lowland Resource Conservancy District (for the wetlands). The entire multi-family project is proposed to be located within a Planned Unit Development (PUD) Overlay District. The PUD Overlay Zoning Text Ordinance would require approval of detailed Residential Development Plans (Site/Civil Plans, Architectural Plans for all of the buildings, (including the club house), Landscaping/Berming Plan, Fencing Plan, Lighting Plan (including parking lot photometric plan), Certified Survey Map to reflect all of the dedication and easement provisions and restrictive covenants and 116<sup>th</sup> Avenue right-of-way dedication) and a Digital Security Imaging System (DSIS) pursuant to the requirements of Chapter 410 of the Village Municipal Code. Developing the apartment building and clubhouse sites as a PUD could allow for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.

The following modifications from the Zoning Ordinance are being requested (Additional changes may be requested and may be needed when the detailed plans are submitted):

- To increase the net density;
- To allow for multiple buildings per parcel;
- To increase the number of apartment units allowed per building; and
- To increase the building height.

In consideration of these PUD modifications to the Village Zoning Ordinance, the following community benefits are being identified/offered by the Developer:

- The site shall be entirely fenced and gated.
- A minimum one (1) parking space per unit will be provided in an enclosed garage attached to the building.
- A minimum of 20 feet between buildings or greater distance if required by the building code.
- The 19 unit buildings shall have a pitched roof (either 5/12 or 6/12). Drawings shall be provided with both roof pitches for final consideration.
- Apartment buildings shall be soundproofed to mitigate adjacent commercial noises.
- All of the units will be offered at market rate rents.
- All apartment buildings and club house will be fully sprinklered (including the attics), regardless of State requirements.
- The landscaping and exterior turf will be irrigated.
- An on-site security system--Digital Security Imaging System (DSIS) will be installed and made operational and a DSIS Agreement will be executed by the parties and the Developer will provide the Village with the required DSIS Access Easement which meets the Village Security Ordinance Chapter #410 requirements for the entire development.
- Pet free apartment units and certain entire buildings will be provided and identified. (Minimum of 4 buildings of 9 buildings shall be pet-free (2 of the 33 unit buildings

and 2 of the 19-unit buildings. A maximum number of two (2) pets per unit provide that the total maximum weight of the pets does not exceed 40 pounds (at full grown/maturity). In addition, the developer has agreed to restrict breeds such as mastiff, pitbull, german shepherd, rottweiler or wolf-dog hybrid.

**Spot Zoning Analysis:** The development of this parcel and the eventual request to rezone the property into the R-11, Multiple Family Residential zoning district could be considered to be spot zoning. [Note: Pursuant to the League of Wisconsin Municipalities, spot zoning is when a zoning ordinance is amended to zone a relatively small area for uses significantly different from those allowed in the surrounding area to favor the owner of a particular piece of property. Spot zoning is not necessarily illegal because such zoning is not necessarily inconsistent with the purposes for which zoning ordinances can be passed. However, rezoning should be consistent with long-range planning and based upon considerations which affect the whole community. Therefore spot zoning should only be indulged in where it is in the public interest and not solely for the benefit of the property owner requesting the rezoning. *Bubolz v. Dane County*, 159 Wis.2d 284, 464 N.W.2d 67 (Ct. App. 1990).] Pleasant Prairie has not previously supported spot zoning and has consciously and deliberately identified specific areas for commercial and residential throughout the Village's Comprehensive Plan that are consistent with the Village Zoning Map.

Specifically this area of the Village as identified in the Village Comprehensive Plan is for regional and freeway oriented businesses, with industrial uses on the periphery. The Village has limited areas identified and suitable for commercial development. This really is not considered a mixed use development. This type and density of multi-family would be better suited and supported in areas identified as residential in the land use plan or within the Village Green Center which has been identified clearly as a mixed use area. Furthermore, the Village Comprehensive Plan has specific and limited locations for commercial development and these areas should be maintained for commercial development.

Recently with an amendment to the Zoning Ordinance and the creation of the B-6 Freeway Oriented Business Center District, a number of new developments are now being proposed or are under construction in the area including the Fairfield Inn and Suites, Kessler's Jewelers and two potential retail/restaurant buildings. In addition, The Gateway at LakeView West commercial project is working its way through the approval process and there have been several other inquiries and potential development discussed for other commercial parcels within the Lakeview West area.

**(STAFF NOTE:** The Developer requested amendments deviate from past Village adopted land use and transportation plans and the previous direction provided by the Village Plan Commission and Board. For several months, the Developer has been requesting to construct apartments on the two (2) properties rather than develop the sites with commercial land uses as indicated on the adopted Village land use plan. Although the Village staff has not been overly supportive of the project at this location, because the apartment project has merit, the Village staff has been meeting with and providing direction to the Developer so that if the Village Plan Commission and Village Board decide to approve the project, then several changes/conditions of approval have already been incorporated into the proposed development plans. Some examples of modifications/agreements made by the Developer include: 1) providing attached/covered parking-not stand alone banks of garages; 2) providing the installation/operation of the DSIS camera system and access easement; 3) agreeing to install fire sprinkler systems in each and every building including the club house; 4) agreeing to the installation of an emergency, gated access to 110<sup>th</sup> Street; 5) making adjustments to the plans so that the garages are all internal to the site; 6) placing garbage dumpsters in less visible locations; 7) modifying the layouts of the apartment units; 8) keeping some of the buildings totally pet-free and limiting the size and



number of the pets per apartment; 9) agreeing to fully fence the project and 10) increasing landscaping/berming on the site.

**Recommendations:**

**On April 23, 2018, the Plan Commission held a public hearing, approved Plan Commission Resolution #18-12 and recommended that the Village Board approve the Comprehensive Plan Amendments (Ord. #18-18) as presented.**

**On April 23, 2018, the Plan Commission held a public hearing recommended that the Conceptual Plan be approved subject to the above comments and the following conditions:**

1. **The Conceptual Plan approval shall be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the Certified Survey Map and which satisfies the conditions of the Conceptual Plan approval shall be submitted and considered by the Plan Commission and Village Board.**
2. Any required public and private improvements shall be made by the Developer at the Developer's expense. The entire development shall be provided with and serviced by municipal roadways (116<sup>th</sup> Avenue and 110<sup>th</sup> Street), sanitary sewer, water and storm sewer/storm water basins with public easements granted to the Village. In addition, the Village will be constructing a new sanitary sewer lift station and related improvements in 2019 to service the remaining vacant lands west of the Des Plaines River, between CTH C and the State Line including lands west of the I-94 in Pleasant Prairie and Bristol (per the 1997 Boundary Agreement with Bristol). The owner may be responsible for their fair share of the cost for these required lift station improvements if they are not included in TID #5.
3. The Developer shall be responsible for his fair share costs of the LakeView West Roundabout, if they not included in the TID #5, Amendment #1
4. Prior to any construction of this property, 110<sup>th</sup> Street located to the south, either needs to be vacated or the roadway shall be completed as required by the Village Ordinances, unless this requirement is waived. It has been discussed in the past and with the Development of TID #7 that this roadway could possibly be vacated. It is located adjacent to Phase 3 of the Stateline 94 development. Further discussion related to the street vacation process of 110<sup>th</sup> Street shall be discussed. This could be a joint application by the adjacent property owners, or one of the property owners could take the lead role in this process. A Development Agreement shall be entered into which addresses any public related improvements and private requirements for this project.
5. There are four (4) small wetlands on the properties that has been field delineated as wetlands in April 21, 2016 by Dave Meyer of Wetland and Waterway Consulting. A copy of the wetland report shall be submitted with verification that the biologist was an assured WI DNR delineator in 2016. In addition, A Zoning Map Amendment and a Comprehensive Land Use Map Amendment will need to be submitted to correctly identify location of the field delineated wetlands on the respective maps. If any of the wetlands are proposed to be filled, then proper permits shall be obtained by the Developer from the ACOE and WI DNR.
6. An amendment of the Primary Environmental Corridor (Comprehensive Plan) would be required. A tree survey shall identify the type, number and location of trees being proposed to be removed with the development. The pond shall be redesigned outside of the Corridor.

7. A PUD Overlay Zoning Text Ordinance will require to be submitted that includes detailed Residential Development Plans (Site/Civil Plans, Architectural Plans for all of the buildings, including the club house (with unit sizes clearly noted), Landscaping Plan, Fencing Plan, Lighting Plan (including parking lot photometric plan), and Digital Security Imaging System DSIS (pursuant to the requirements of Chapter 410 of the Village Municipal Code).
8. A Certified Survey Map will be required to combine the properties and dedicate all required easements and additional right-of-way for the development.
9. The following changes shall be incorporated into the required detailed Residential Development Plans:
  - a. The plans shall be revised to ensure that the easternmost building is setback a minimum of 300 feet from the east property line, so that the property to the east can continue to hunt on his property (currently measures at 240 feet). This may require the eastern most building to be removed. If this is the case, staff would support either of both buildings C and D be changed from the 19 unit building to the 33 unit buildings.
  - b. Approximately 3.5 acres is located within a Primary Environmental Corridor (PEC) and approximately .25 acres is proposed to be removed from the PEC to allow for the development for parking and buildings. The detention basin shall be redesigned and relocated so that trees within the Primary Corridor are not removed for the basin. Further discussion is warranted related to the minimal removal or trees within the Primary Environmental Corridor.
  - c. The exact location of the 100-year floodplain shall be delineated to ensure this area is not be disturbed as well.
  - d. The 19 unit buildings shall have a pitched roof (either 5/12 or 6/12). Drawings shall be provided with both roof pitches for final consideration.
  - e. A minimum of 20 feet between buildings or greater distance if required by the building code. Show distances on the plans.
  - f. All buildings and paved areas shall be setback a minimum of 25 feet from any wetlands. Show setback on the plans.
  - g. The site and development shall be entirely fenced and gated. Details shall be shown on the plans.
  - h. A minimum one (1) parking space per unit will be provided in an enclosed garage attached to the building. Clearly show which attached garages are assigned to each unit (five of the attached garages do not indicate which units they are assigned to.)
  - i. The landscaping and exterior turf will be irrigated. Provide an irrigation plan.
  - j. The required landscape plans shall include a chart with name of plant materials, planting size and mature size.
  - k. Information related to pet free units in certain entire buildings shall be provided and identified. (Minimum of 4 buildings of 9 buildings shall be pet-free (2 of the 33 unit buildings and 2 of the 19-unit buildings. A maximum number of two (2) pets per unit provide that the total maximum weight of the pets does not exceed 40 pounds (at full grown/maturity). In addition, the developer has agreed to restrict breeds such as mastiff, pitbull, german shepherd, rottweiler or wolf-dog hybrid.

- l. Apartment buildings shall be soundproofed to mitigate adjacent commercial noises.
  - m. Detached garbage enclosures shall be constructed (on three sides) with stone/brick to match the buildings and the gate shall be constructed of heavy gage metal gate hardware with either wood or other approved material attached to the gate. Provide detail on the plans.
  - n. See **attached** comments from the Village Engineering Department dated April 5, 2018.
  - o. The following comments from the Village Public Works Department:
    - i. Sewer and water would need to be private inside gated area to development. Master water meter and sewer meter with SCADA connection to DPW required.
    - ii. Sampling manhole is required.
    - iii. Water metering pit is required.
    - iv. On page C2.0 - Add symbol legend for erosion control items.
    - v. On page C3.1 - All water and sewer laterals that are not utilized by the development shall be abandoned at the main.
    - vi. On Page C4.1 - Insert and label sampling manhole after clubhouse lateral and prior to public right-of-way.
  - p. See **attached** comments from the Village Fire & Rescue Department dated March 28, 2018
  - q. See **attached** comments from the Village Building Inspection Department dated March 29, 2018.
10. The exact location and size of utility easements shall be verified with We Energies and included on the Certified Survey Map and Final Residential Development Plans. All utility easements shall be labeled as "**Dedicated Utility Easements**". The Homeowners are collectively responsible for the ongoing maintenance and facility usage charges as imposed by We Energies for public and private street lighting. Pursuant to current Village procedures, the Village will coordinate billing for these charges to the Association/homeowners.
11. **Upon approval of the Conceptual Plan** the following documents and electronic (pdf) copies of the following documents shall be submitted to the Village for staff review:
- a. Three (3) copies of the draft CSM, application and application fee.
  - b. Three (3) full size copies of the Residential Development Plans with a letter indicating the PUD variations being requested and the community benefit.
  - c. Site Plan showing location of DSIS camera locations, head room location and detailed specifications for the system.
  - d. Sample board materials and paint colors.

12. **Upon Village staff review of the revised Residential Development Plans the following shall be submitted (paper copies as indicated and a pdf of each item) to the Village for staff review so that the Development Agreement can be prepared by the Village:**
  - a. Ownership verification documents.
  - b. Copies of the signed contracts, certificates of insurance, and performance and payment bonds for any required public work within the Village's right-of-way such as but not limited to public sidewalks, street trees and street lights. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. (All contractors performing public work shall be pre-approved by the Village).
  - c. Copies of the signed We Energies contract and Street Lighting Plan. (Only if public street lights are required).
13. The following applications, application fees and application requirements shall be submitted for Plan Commission and Village Board Consideration:
  - a. **Comprehensive Plan Amendment:** To correct the wetland and PEC designations and the remove the Urban Reserve designation from the property.
  - b. **Zoning Text and Zoning Map Amendment with the Final Residential Development Plans including DSIS related documents.** Wetland areas shall be rezoned into the C-1 District, the wooded area to remain into the C-2 District and the remainder of the site R-11 and the entire site rezoned into the Planned Unit Development (PUD) Overlay District.
  - c. **Certified Survey Map, Development Agreement related documents** or exhibits including the vacation of 110<sup>th</sup> Street or the waiver not to construct 110<sup>th</sup> Street.
14. At least two weeks prior to Village Board consideration of the CSM Development Agreement and related documents the following shall be finalized and submitted:
  - a. The Original CSM.
  - b. Three (3) paper copies and a pdf copy of the Final Residential Development Plans.
  - c. Final Development Agreement and Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - d. The Erosion Control Permit application, plans and application/permit fees.
  - e. Work in the Right-of-Way application, plans and related application/permit fees.
  - f. A copy of the required wetland fill, N.O.I. Chapter 30 permits from the WI DNR and ACOE, if applicable
  - g. The Street Sweeping Cash Deposit.
  - h. A "draft" LOC shall be provided to the Village for staff review. (See comment below related to the LOC.)
  - i. Title Report Commitment, updated the day before closing and again within seven (7) days after closing and recording of the documents.

- j. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the Final Plat and Memorandum of Development Agreement.
  - k. A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. *IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.* The Cash payments and the "Final" LOC shall be provided prior to the Village at the closing.
15. The Final Engineering Plans and CSM shall be submitted to the Village in electronic format which satisfies the following acceptance criteria. Exceptions will be considered to these rules on a case-by-case basis by the Village. Written approval for any exceptions must be obtained from the Village of Pleasant Prairie at the start of the project. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.
  16. Upon Village Board approval of the CSM and within seven (7) days of said approval the Village will host a closing to have the CSM and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing a recorded copy (PDF) of all documents to the Village within 72 hours of closing with the Village.
  17. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at a Village Municipal Building with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
  18. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
  19. All Village fees incurred by the Village Engineering Department or Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
  20. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per apartment unit.

**ORD. # 18-18**  
**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, hereby approves the following amendments to the Village 2035 Comprehensive Plan

1. To amend a portion of the Lakeview West Neighborhood Plan, a component of Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan as presented at the April 23, 2018 public hearing as shown and described in ***Exhibit 1;***
2. To amend the land use plan from the Freeway Office Commercial land use designation to High Density Residential with an Urban Reserve for the following Tax Parcel Numbers: 92-4-122-302-0161 and 92-4-122-302-0162; and
3. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

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

**Adopted this 7<sup>th</sup> day of May 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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

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

Ord #18 18

## EXHIBIT 1

### ***Neighborhood Plan 13 of Appendix 9-3 LakeView West Neighborhood***

LakeView West Neighborhood is a special purpose planning district in that there are no residential land uses proposed. A majority of the land within the LakeView West Neighborhood is part of the LakeView Corporate Park developed in the late 1980s as part of TID District #1 as discussed in the Economic Development Element (Chapter 8), and portions of this land are also located within TID District #2.

The revised I-94 Neighborhood Plan included a portion of the LakeView West Neighborhood that was adopted by the Plan Commission on August 27, 2001 by Resolution #01-14 and the Village Board adopted a Resolution of support on September 17, 2001 by Resolution #01-56. On August 18, 2014, the Village Board adopted Ord. #14-27 for the entire LakeView West Neighborhood and a portion of the River Woods Neighborhood. The Plan was further amended by Plan Commission Resolution #17-24 and Ordinance #17-52 as approved by the Village Board on November 6, 2017. The plan was further amended by Plan Commission Resolution #17-28 and Ordinance #17-64 as approved by the Village Board on December 18, 2017. The plan was further amended by Plan Commission Resolution #18-12 and Ordinance #18-18 as approved by the Village Board on May 7, 2018.

The LakeView West Neighborhood is located on the east side of I-94 between the 9500 block of 120<sup>th</sup> Avenue (East Frontage Road) south of CTH C and the 11600 block of 120<sup>th</sup> Avenue (north of 122<sup>nd</sup> Street) in the Village and a portion of the River Woods Neighborhood generally located on the east side of I-94 between the 11600 block of 120<sup>th</sup> Avenue (East Frontage Road) south to the Wisconsin/Illinois state line and west of the DesPlaines River in the Village.

The Neighborhood Plan illustrates the following:

**COMMERCIAL AREA:** Land near the I-94 and 104<sup>th</sup> Street (STH 165) is proposed to continue to develop within the following land use designations as shown on Maps 13a and 13e and revised for a portion of the neighborhood as shown on Maps 13b, and 13c and 13e: Freeway-Oriented Service Commercial Areas, Freeway Office Centers or Freeway-Oriented Regional Retail areas; and Freeway Oriented Business Center. An area at I-94 and 122<sup>nd</sup> Street is also identified as Freeway-Oriented Service Commercial Areas.

**INDUSTRIAL AREA:** Lands east of I-94 on 120<sup>th</sup> Avenue (East Frontage Road) north of STH 165 approximately 2,500 feet and on 120<sup>th</sup> Avenue (East Frontage Road) south of STH 165 approximately 2,500 feet are identified as Production Manufacturing Industrial land uses.

**GOVERNMENT/INSTITUTIONAL AREA:** Approximately 19 acres (2%) located at the southeast corner of STH 165 and I-94 is currently developed as the State of Wisconsin Visitors Center.

**RESIDENTIAL AREA:** No residential development is proposed within the Neighborhood Plan. Currently there are no residential areas shown within the Neighborhood.

**Alternative 1** (Map 13d): depicts 284 units on 21.11 acres (this number will be reduced slightly to remove the wetland area) for a net density of approximately 13.45 units per acre with average lot area per dwelling unit to be approximately 3,238 square feet per dwelling unit).

**Alternative 2**(Map 13e): depicts 213 units on 16.75 acres (this number will be reduced slightly to remove the wetland area) for a net density of approximately 12.7 units per acre with average lot area per dwelling unit to be approximately 3,425 square feet per dwelling unit).

## **Population and school age children:**

**Current population** is zero since there are no residential units within this LakeView West Neighborhood.

**Projected population-Alternative 1** (Map 13d) within the Neighborhood, based on the 2010 census information, there could be up to 665 persons which could include 186 school age children, wherein 120 are estimated to attend public schools.

- 665 persons (284 apartment units x 2.34 persons per household); plus
- 186 school age children (27.9% of 665 persons with school age children);
- Of this total, 120 could be public school age children (42% of 284 dwelling units).

**Projected population-Alternative 2** (Map 13e) within the Neighborhood, based on the 2010 census information, there could be 499 persons which could include 139 school age children wherein 89 are estimated to attend public schools.

- 499 persons (213 apartment units x 2.34 persons per household); plus
- 139 school age children (27.9% of 499 persons with school age children);
- Of this total, 89 could be public school age children (42% of 213 dwelling units).

[*Note:* Based on the 2010 Census information for the Village of Pleasant Prairie the average number of person per rental housing is 2.34 and school age children between the ages of 5 and 19 make up 27.9% of the population. Pursuant to the information provided by the Kenosha Unified School District for Pleasant Prairie the number of students that will attend public school is 42% of the number of dwelling units.

**Although the Village expects these numbers to decrease with the 2020 census, the numbers presented are based on the most current information available to the Village. Also, depending on the market demographics of families wanting to locate in a regional/freeway oriented commercial district- this number may be even lower.]**

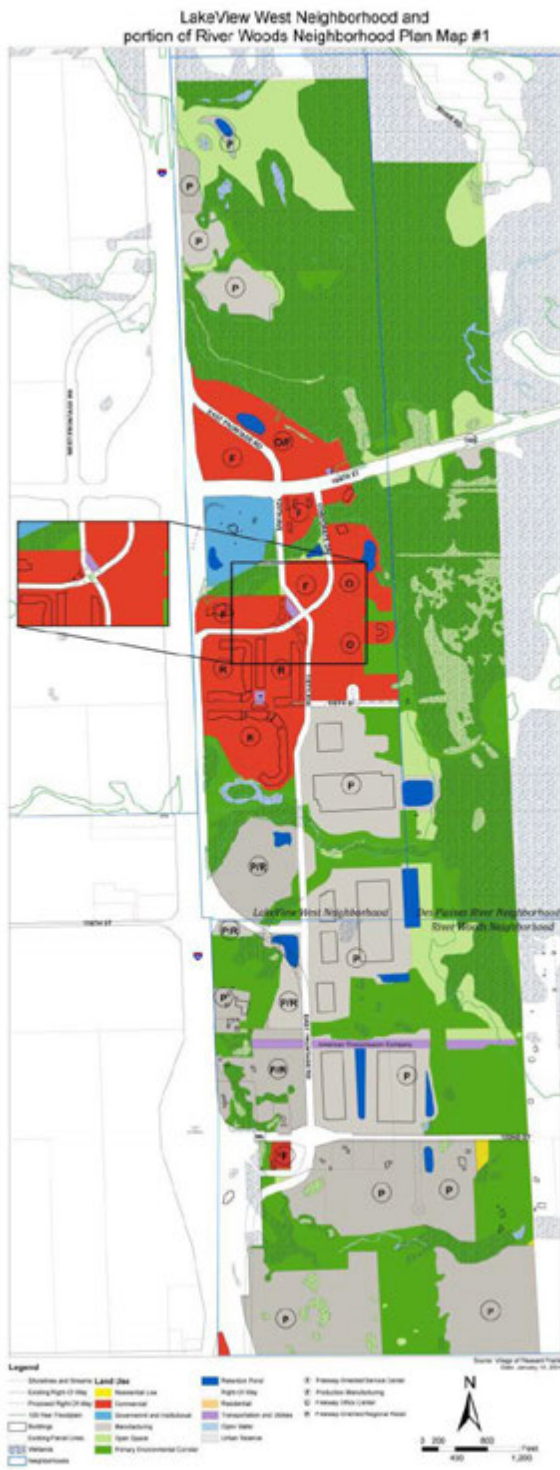
**OPEN SPACE:** Wetlands, floodplain, woodlands and environmental corridors are proposed to be preserved as practicable. Any removal of environmental features will require approval from appropriate environmental agencies having jurisdiction. Prior to consideration of any development plans, the wetland areas shall be field verified by a certified biologist in accordance with the Village, State and Federal wetland regulations and the floodplain areas shall be field verified in accordance with the Village, State and Federal floodplain regulations.

**DETENTION/RETENTION AREAS:** Prior to consideration of any development plans, the developer's engineer will be required to evaluate the development site, based on actual field conditions and shall present storm water management facility plans which meets the Village requirements for Village review.

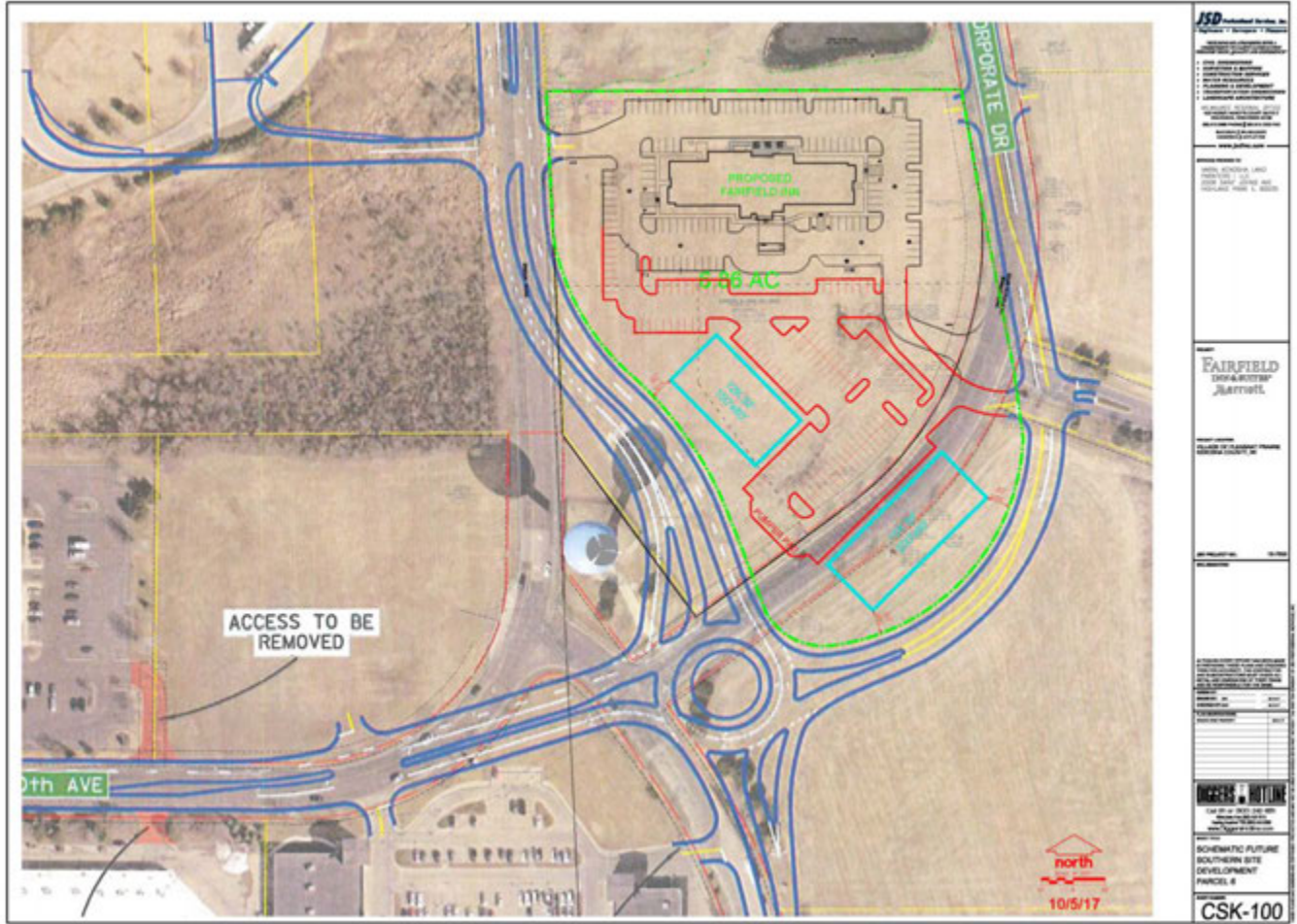
**ACCESS TO LOCAL ARTERIALS AND COUNTY AND STATE HIGHWAYS:** The Neighborhood Plan access driveways and roadway layouts are further shown on Map 2. The access is based on the Traffic Impact Analysis prepared for this area with guidance from the Access Management Plan for the I-94 frontage roads. The roadways will be constructed in accordance with the Village and/or State specifications for commercial and industrial roadways. At the time that any portion of the neighborhood is proposed to be developed, proper access permits will need to be obtained from the Village, Wisconsin Department of Transportation or Kenosha County (as applicable) prior to final Village approval.



**Neighborhood Plan Map 13a  
LakeView West Neighborhood  
Adopted by Plan Commission Resolution #14-02 and by the Village Board as  
Ord. #14-27 on August 18, 2014**



**Neighborhood Plan Map 13b  
LakeView West Neighborhood  
Adopted by Plan Commission Resolution #17-24 and by the Village Board as  
Ord. #17-52 on November 6, 2017**





**Neighborhood Plan Map 13d**  
**LakeView West Neighborhood**  
**Adopted by Plan Commission Resolution #18-12 and by the Village Board as**  
**Ord. #18-18 on May 7, 2018**







# MEMORANDUM

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

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

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

SUBJ: Breeze Terrace – Concept Plans

DATE: April 5, 2018

---

Peggy,

The Engineering Department has completed a cursory review of the submitted concept plans for the subject development. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

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

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

**General Comments**

3. The development shall plan for and provide a public sidewalk along the east side of 116<sup>th</sup> Avenue.
4. All existing sanitary and water laterals to the lot, which are not used by the development, shall be abandoned and capped at the main as part of the development requirements. Identify on the plans.
5. In reviewing the preliminary layout with the Public Works Department, the onsite water main(s) and sanitary sewer shall be privately owned and maintained. The following shall apply:
  - a. Private water and sewer utilities shall be approved by the Village prior to State submittal. Village approved plans and state approved plans shall not differ.
  - b. The utilities shall be constructed in accordance with the Village Standard Construction Specifications. Refer to Chapter 405 of the Village Ordinances.
  - c. The Developer shall dedicate an access and maintenance easement to the Village for the private utilities.
  - d. A Village approved maintenance agreement is required for the maintenance of the private facilities. The maintenance agreement shall be based on the maintenance plan developed for the life of the facilities. The agreement shall also state reporting requirements by the owner to the Village for the facilities.

6. A water master meter facility for the development shall be provided. The master meter will be used for the aggregate total water use billing of the development.
7. A master sanitary flow metering and sampling facility shall be provided for the development. The master flow metering / sampling facility will be used for the aggregate total sewer use billing of the development.
8. Provide plan and profile sheets for the sanitary sewer and water main utilities.
9. Additional right-of-way shall be dedicated along 116<sup>th</sup> Avenue along the north side of the site for future planned roadway improvements.
10. Earthwork calculations will need to be provided with the engineer's estimate of the amount of import or export of fill needed for the site grading plan.
11. 110<sup>th</sup> Street shall be improved from 116<sup>th</sup> Avenue to the emergency access road. The design shall consider the future 116<sup>th</sup> Street future extension, intersection geometry, emergency vehicle turning movements onto the emergency access drive, plowing and turnaround needs, etc.
12. Significant roadway improvements are required along the 120<sup>th</sup> Avenue (WDOT East Frontage Road), 114<sup>th</sup> Avenue (Corporate Drive), and 116<sup>th</sup> Avenue are required as part of the overall development of the area. The development shall be responsible for its fair share of costs to the overall improvements. The Village is currently preparing a preliminary cost share allocation schedule associated with the roadway improvements.
13. Additional engineering comments will be provided as the development approval process progresses and a detailed review of complete engineering plans are completed.

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







215 N. WATER STREET, SUITE 250  
MILWAUKEE, WISCONSIN 53202  
T 414.277.9700 | F 414.277.9705  
spsarchitects.com

**PROJECT**

**Breeze Terrace Apartments**  
Pleasant Prairie, WI

**OWNER**



**REVISIONS**

**INFORMATION**

PROJECT ARCHITECT	SPS
PROJECT MANAGER	AJA
PROJECT NUMBER	780
ISSUED FOR	REVIEW
DATE	03.13.2018

**SHEET**

SITE PLAN CONCEPT

SP1.1a

RESIDENTIAL PHASE 1	RESIDENTIAL PHASE 2
<b>SITE AREA:</b> - APPROX. 16.75 ACRES (+/-)	<b>SITE AREA:</b> - APPROX. 4.36 ACRES (+/-)
<b>RESIDENTIAL UNITS (APPROXIMATE):</b> (3) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (6) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 213 TOTAL UNITS - (141) TOTAL 1-BEDROOM UNITS (66%) - (72) TOTAL 2-BEDROOM UNITS (34%)	<b>RESIDENTIAL UNITS (APPROXIMATE):</b> (1) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (2) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 71 TOTAL UNITS - (47) TOTAL 1-BEDROOM UNITS (66%) - (24) TOTAL 2-BEDROOM UNITS (34%)
<b>PARKING (APPROXIMATE):</b> 213 COVERED/GARAGE PARKING SPACES 230 SURFACE PARKING SPACES 443 TOTAL PARKING SPACES (2.08 SPACES/UNIT)	<b>PARKING (APPROXIMATE):</b> 71 COVERED/GARAGE PARKING SPACES 71 SURFACE PARKING SPACES 142 TOTAL PARKING SPACES (2.0 SPACES/UNIT)

DISCUSS OWNERSHIP / MANAGT, ETC. IF SEPERATE DEVELOPMENT; PREFER ONE OVERALL RESIDENTIAL DEVELOPMENT / OWNERSHIP IF DEVELOPED THIS WAY?

WHY NOT INTERCONNECT AND CREATE ONE OVERALL DEVELOPMENT?

PLAN FOR AND CONSTRUCT PUBLIC SIDEWALK ALONG ROADWAY FRONTAGE

SHOW ENTIRE 110TH STREET





215 N. WATER STREET, SUITE 250  
MILWAUKEE, WISCONSIN 53202  
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spsarchitects.com

**PROJECT**

**Breeze Terrace Apartments**  
Pleasant Prairie, WI

**OWNER**



**REVISIONS**

**INFORMATION**

PROJECT ARCHITECT	SPS
PROJECT MANAGER	AJA
PROJECT NUMBER	780
ISSUED FOR	REVIEW
DATE	03.13.2018

**SHEET**

SITE PLAN CONCEPT

SP1.1b

<p><b>RESIDENTIAL PHASE 1</b></p> <p><b>SITE AREA:</b> - APPROX. 16.75 ACRES (+/-)</p> <p><b>RESIDENTIAL UNITS (APPROXIMATE):</b> (3) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (6) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 213 TOTAL UNITS - (141) TOTAL 1-BEDROOM UNITS (66%) - (72) TOTAL 2-BEDROOM UNITS (34%)</p> <p><b>PARKING (APPROXIMATE):</b> 213 COVERED/GARAGE PARKING SPACES 230 SURFACE PARKING SPACES 443 TOTAL PARKING SPACES (2.08 SPACES/UNIT)</p>	<p><b>OUTLOT A</b></p> <p><b>SITE AREA:</b> - APPROX. 1.30 ACRES (+/-) - 4,000sf RESTAURANT - 50 PARKING SPACES</p> <p><b>OUTLOT B</b></p> <p><b>SITE AREA:</b> - APPROX. 3.06 ACRES (+/-) - 4,000sf RESTAURANT - 9,000sf RETAIL CENTER - 101 PARKING SPACES</p>
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PLAN FOR AND CONSTRUCT PUBLIC SIDEWALK ALONG ROADWAY FRONTAGE



1 SITE PLAN SCALE: 1" = 60'-0"

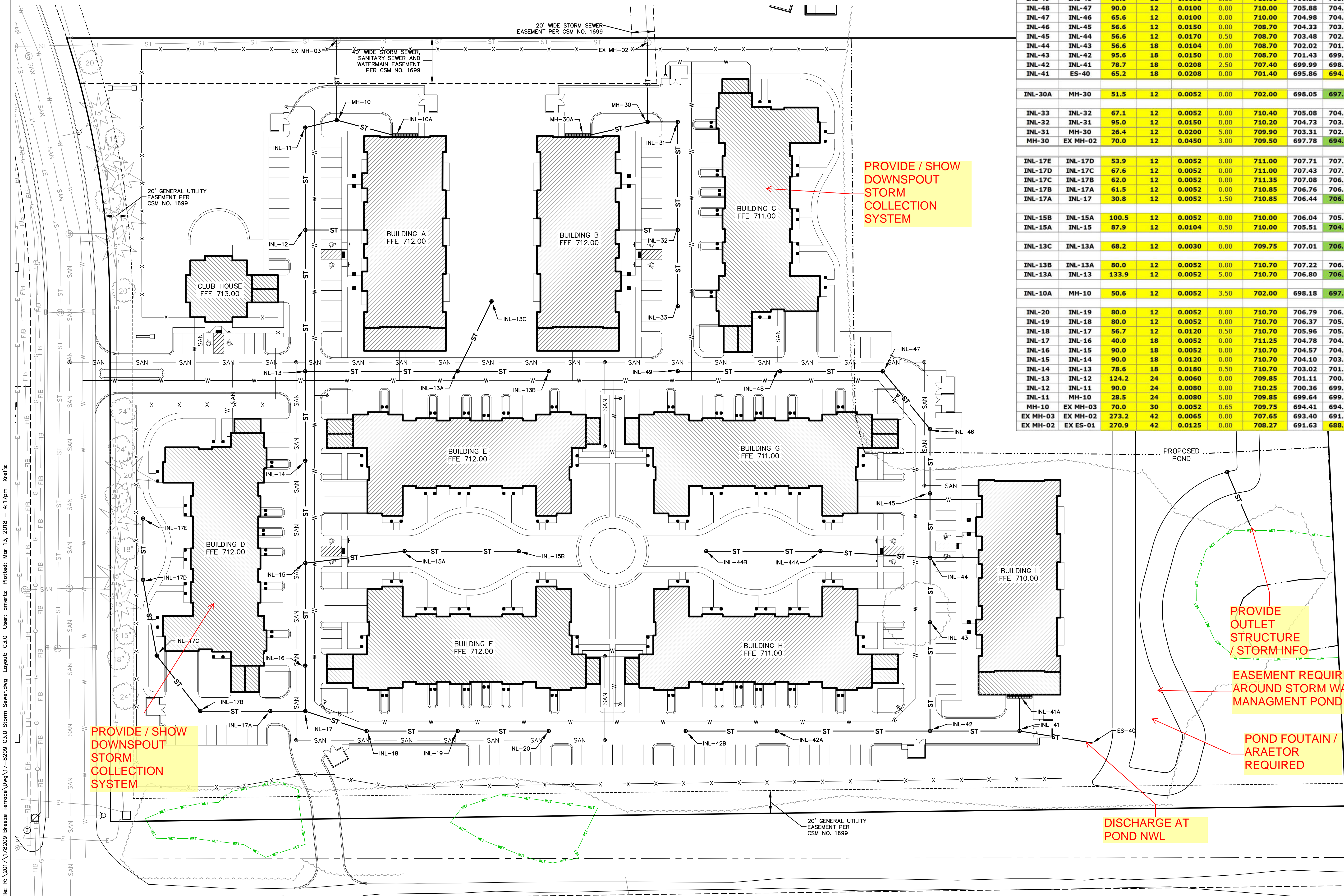
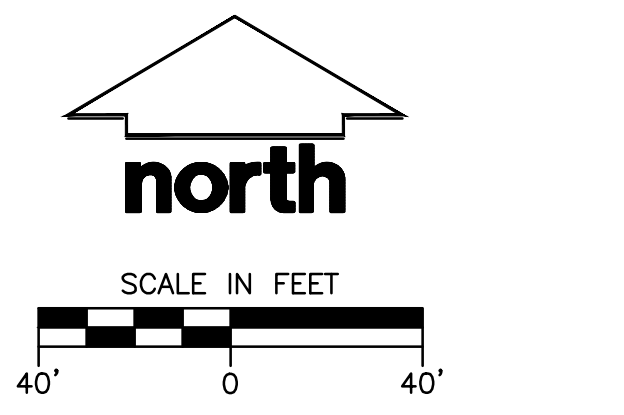


IS THIS THE CHARACTER THE  
PLAN COMMISSION IS LOOKING  
FOR OUT IN THIS AREA?





ALL ON-SITE STORM SEWER(S) AND RETENTION POND SHALL BE PRIVATELY OWNED AND MAINTAINED



PIPE LOCATION		PIPE DATA			DROP THRU STRUCT (FT)	ELEVATIONS			COVER TO CROWN (FT)
UP STRUCT	DOWN STRUCT	LENGTH (FT)	DIA. (IN)	SLOPE (FT/FT)		RIM/(F/L) UP	INVERT UP	INVERT DOWN	
INL-44B	INL-44A	100.5	12	0.0052	0.00	709.00	705.00	704.48	2.90
INL-44A	INL-44	96.5	12	0.0100	1.50	709.00	704.48	703.52	3.42
INL-42B	INL-42A	80.0	12	0.0052	0.00	710.05	706.11	705.69	2.84
INL-42A	INL-42	134.7	12	0.0052	5.00	710.05	705.69	704.99	3.26
INL-41A	INL-41	29.0	12	0.0208	0.50	700.00	696.96	696.36	1.94
INL-49	INL-48	90.0	12	0.0052	0.00	710.00	706.35	705.88	2.55
INL-48	INL-47	90.0	12	0.0100	0.00	710.00	705.88	704.98	3.02
INL-47	INL-46	65.6	12	0.0100	0.00	710.00	704.98	704.33	3.92
INL-46	INL-45	56.6	12	0.0150	0.00	708.70	704.33	703.48	3.27
INL-45	INL-44	56.6	12	0.0170	0.50	708.70	703.48	702.52	4.12
INL-44	INL-43	56.6	18	0.0104	0.00	708.70	702.02	701.43	5.03
INL-43	INL-42	95.6	18	0.0150	0.00	708.70	701.43	699.99	5.62
INL-42	INL-41	78.7	18	0.0208	2.50	707.40	699.99	698.36	5.76
INL-41	ES-40	65.2	18	0.0208	0.00	701.40	695.86	694.50	3.89
INL-30A	MH-30	51.5	12	0.0052	0.00	702.00	698.05	697.78	2.85
INL-33	INL-32	67.1	12	0.0052	0.00	710.40	705.08	704.73	4.22
INL-32	INL-31	95.0	12	0.0150	0.00	710.20	704.73	703.31	4.37
INL-31	MH-30	26.4	12	0.0200	5.00	709.90	703.31	702.78	5.49
MH-30	EX MH-02	70.0	12	0.0450	3.00	709.50	697.78	694.63	10.62
INL-17E	INL-17D	53.9	12	0.0052	0.00	711.00	707.71	707.43	2.19
INL-17D	INL-17C	67.6	12	0.0052	0.00	711.00	707.43	707.08	2.47
INL-17C	INL-17B	62.0	12	0.0052	0.00	711.35	707.08	706.76	3.17
INL-17B	INL-17A	61.5	12	0.0052	0.00	710.85	706.76	706.44	2.99
INL-17A	INL-17	30.8	12	0.0052	1.50	710.85	706.44	706.28	3.31
INL-15B	INL-15A	100.5	12	0.0052	0.00	710.00	706.04	705.51	2.86
INL-15A	INL-15	87.9	12	0.0104	0.50	710.00	705.51	704.60	3.39
INL-13C	INL-13A	68.2	12	0.0030	0.00	709.75	707.01	706.80	1.64
INL-13B	INL-13A	80.0	12	0.0052	0.00	710.70	707.22	706.80	2.38
INL-13A	INL-13	133.9	12	0.0052	5.00	710.70	706.80	706.11	2.80
INL-10A	MH-10	50.6	12	0.0052	3.50	702.00	698.18	697.91	2.72
INL-20	INL-19	80.0	12	0.0052	0.00	710.70	706.79	706.37	2.81
INL-19	INL-18	80.0	12	0.0052	0.00	710.70	706.37	705.96	3.23
INL-18	INL-17	56.7	12	0.0120	0.50	710.70	705.96	705.28	3.64
INL-17	INL-16	40.0	18	0.0052	0.00	711.25	704.78	704.57	4.82
INL-16	INL-15	90.0	18	0.0052	0.00	710.70	704.57	704.10	4.48
INL-15	INL-14	90.0	18	0.0120	0.00	710.70	704.10	703.02	4.95
INL-14	INL-13	78.6	18	0.0180	0.50	710.70	703.02	701.61	6.03
INL-13	INL-12	124.2	24	0.0060	0.00	709.85	701.11	700.36	6.54
INL-12	INL-11	90.0	24	0.0080	0.00	710.25	700.36	699.64	7.69
INL-11	MH-10	28.5	24	0.0080	5.00	709.85	699.64	699.41	8.01
MH-10	EX MH-03	70.0	30	0.0052	0.65	709.75	694.41	694.05	12.59
EX MH-03	EX MH-02	273.2	42	0.0065	0.00	707.65	693.40	691.63	10.40
EX MH-02	EX ES-01	270.9	42	0.0125	0.00	708.27	691.63	688.25	12.79

PROVIDE / SHOW DOWNSPOUT STORM COLLECTION SYSTEM

PROVIDE / SHOW DOWNSPOUT STORM COLLECTION SYSTEM

PROVIDE OUTLET STRUCTURE / STORM INFO

EASEMENT REQUIRED AROUND STORM WATER MANAGEMENT POND

POND FOUNTAIN / ARAETOR REQUIRED

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CLIENT ADDRESS:  
N16W23217 STONE RIDGE DR. SUITE 120  
WAUKESHA, WI 53188

PROJECT:  
BREEZE TERRACE APARTMENTS

PROJECT LOCATION:  
VILLAGE OF PLEASANT PRAIRIE  
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#	Date	Description
1.	3/15/18	PLAN COMMISSION

Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
OVERALL STORM SEWER PLAN

SHEET NUMBER:  
C3.0



GENERAL NOTES AND SPECIFICATIONS

- 1. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOIL INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES DISCOVERED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON THEIR OWN COMPUTATIONS AND UNDER NO CIRCUMSTANCES BE BASED ON THE ENGINEER'S ESTIMATE.
6. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BOUND ON PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
7. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
8. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS AND THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
9. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
10. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS IN OBTAINING PERMITS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND "DIGGER'S HOTLINE" IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS. CONTRACTOR IS RESPONSIBLE TO DETERMINE WHICH ORDINANCES/CODES/RULES/ETC. ARE APPLICABLE.
12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER. SUCH TRASH, DEBRIS, IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING".
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
15. ALL FIELD/DRAIN TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPORTED TO ENGINEER/OWNER. TILES ORIGINATING OUTSIDE THE PROJECT LIMITS SHALL BE RECONNECTED OR REROUTED TO MAINTAIN DRAINAGE. ENGINEER/OWNER SHALL DETERMINE THE MOST FAVORABLE METHOD OF RE-ESTABLISHMENT OF OFFSITE DRAINAGE. IF TILE IS ENCOUNTERED DURING TRENCH EXCAVATIONS, RE-ESTABLISHING TILE FUNCTIONALITY SHALL BE CONSIDERED AN INCIDENTAL EXPENSE.

CONSTRUCTION SITE SEQUENCING

- 1. INSTALL PERIMETER SILT FENCE, EXISTING INLET PROTECTION, AND TEMPORARY CONSTRUCTION ENTRANCE.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONSTRUCTED POND AND CONDUCT ROUGH GRADING EFFORTS.
4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKWAYS, ETC.
6. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
7. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER THAT MEETS OR EXCEEDS THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES DEFINITION OF "FINAL STABILIZATION".
CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

PAVEMENT STRIPING NOTES

- 1. CONTRACTOR SHALL CONSULT STRIPING COLOR WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL STRIPING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLY TO INSPECT PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
4. DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
5. LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
6. PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
7. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES. (OR TO MFG. SPECIFICATION)
8. BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
9. ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6

PAVEMENT THICKNESS NOTES

ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION - CURRENT EDITION AND ADDENDUM, APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES, AND THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY CGC INC., DATED 11/15/2018.
\*\* FINAL PAVEMENT DESIGN TO BE DETERMINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL REPORT.

Table with 2 columns: Pavement Structure and Description. Includes rows for Heavy Duty Asphalt Pavement (4-1/2" ASPHALTIC CONCRETE), Light Duty Asphalt Pavement (3" ASPHALTIC CONCRETE), and Concrete Sidewalk and Patio (4" CONCRETE).

PAVING NOTES

- 1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.
2. CONCRETE PAVING SPECIFICATIONS-
CODES AND STANDARDS - THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
CRUSHED AGGREGATE BASE COURSE - THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
SURFACE PREPARATION - NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
3. ASPHALTIC CONCRETE PAVING SPECIFICATIONS-
CODES AND STANDARDS - THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
WEATHER LIMITATIONS - APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
GRADE CONTROL - ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
CRUSHED AGGREGATE BASE COURSE - BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
BINDER COURSE AGGREGATE - THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2 AND 315, STATE HIGHWAY SPECIFICATIONS.
SURFACE COURSE AGGREGATE - THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.
ASPHALTIC MATERIALS - THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
SURFACE PREPARATION - NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
4. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE

GRADING NOTES

- 1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES, WHILE ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY PSI AND DATED MAY 29, 2015 FOR SITE CONSTRUCTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO FERM PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10'-ft (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL MEASURES. IF CONSTRUCTION IS COMPLETED, CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.

EROSION AND SEDIMENT CONTROL NOTES:

- 1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF PLEASANT PRAIRIE ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER. BE SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATIONS WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE

PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER, ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.

- 8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:
PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.
9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
10. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
11. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
12. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
13. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
14. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS.
15. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
16. ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75EN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C125EN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
17. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
18. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
19. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH. OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (g)-(i), OF THE NPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
20. THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS PROJECT SHALL BE LIMITED TO THE BELOW.
NO BOOSTER PUMP ON THIS PROJECT...ALL HYDRANTS RED W/ SILVER CAPS
SILT FENCE - REPAIR OR REPLACE ANY DAMAGED FILL OR SEDIMENT WHEN IT HAS REACHED OR EXCEEDED THE ACCUMULATED CONSTRUCTION ENTRANCE AS NEEDED, AND STOP WORK AS NECESSARY TO REPAIR AND RESTORE TO ORIGINAL EFFECTIVENESS.
DITCH CHECK (STRAW BALES) - RE-SECURE STAKES AND FLOW ROUND STORMWATER, AND REMOVE ACCUMULATED SEDIMENT FROM THE BALE.
EROSION CONTROL MATTING - REPAIR MATTING IMMEDIATELY IF DAMAGED, DISLOADED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHENER REANNEXATION HAS OCCURRED.
DIVERSION BERM/SWALE - REPLACE OR RE-COMPACT THE CONSTRUCTION MATERIALS AS NECESSARY.
INLET PROTECTION - CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE IS CLOGGED. INLET FILTER BAGS SHALL BE REPLACED ONCE BAG BECOMES ONE-HALF FULL OF SEDIMENT.
ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.
CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL, SANITARY WASTE, AND WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARPULAIN TO PREVENT BLOWING DEBRIS.
DUST CONTROL SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.
ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE AT LEAST SIX (6) INCHES IN HEIGHT.
FREQUENT WATERING OF EXCAVATION AND FILL AREAS.
PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.
STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

DRAIN TILE GENERAL SPECIFICATIONS

- 1. THE DRAIN TILE CONDUIT AND FITTINGS SHALL MEET STRENGTH AND DURABILITY REQUIREMENTS FOR THE SITE. ALL CONDUIT AND FITTINGS SHALL MEET THE MINIMUM REQUIREMENTS OF THE APPROPRIATE SPECIFICATIONS PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT AND FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM M252. CONDUIT TYPE (SINGLE WALL OR DUAL WALL) SHALL INSTALLED PER THE LOCATIONS SHOWN IN THE PLANS. CONTRACTOR MAY SUBSTITUTE DUAL WALL CONDUIT AT LOCATIONS SPECIFIED FOR SINGLE WALL CONDUIT AT THE SOLE EXPENSE OF THE CONTRACTOR.
SINGLE WALL CONDUIT SHALL BE TYPE CP WITH CLASS II PERFORATION PATTERN.
DUAL WALL CONDUIT SHALL BE TYPE SP WITH A SMOOTH INTERIOR THAT CARRIES A MAXIMUM MANNING'S "N" VALUE OF 0.12 WITH CLASS II PERFORATION PATTERN.
2. ALL DRAIN TILE CONSTRUCTION MUST BE PROVIDED WITH TRACER WIRE OR OTHER APPROVED METHODS IN ORDER TO BE LOCATED IN ACCORD WITH 182.0715(2R) OF THE STATUTES. CONTRACTOR SHALL PROVIDE JSD & CENTERPOINT NOTICE OF LOCATION METHOD PRIOR TO THE START OF CONSTRUCTION.
3. THE MINIMUM DEPTH OF COVER (FINISH GRADE TO TOP PIPE) SHALL BE:
CONCRETE PAVED AREAS - 2.0-FT
ASPHALT PAVED AREAS - 2.5-FT
BEHIND CURB - 0.5-FT
OTHER LANDSCAPED/GRASS/PERVIOUS AREAS - 2.0-FT
4. A MAXIMUM TRENCH WIDTH OF 2-FT SHALL BE MAINTAINED FOR ALL DRAIN TILE INSTALLATION WITH THE EXCEPTION OF CONNECTION POINTS TO THE EXISTING STORM SEWER SYSTEM IN WHICH CASE THE CONTRACTOR SHALL LIMIT DISTURBANCE AS POSSIBLE.
5. CONNECTION TO THE EXISTING STORM SEWER SYSTEM SHALL ACHIEVED BY CORING THE EXISTING REINFORCED CONCRETE STORM SEWER STRUCTURES OR PIPING TO THE DIAMETER NECESSARY TO ACCOMMODATE A PERMANENT CONNECTION. ALL CONNECTIONS TO THE EXISTING REINFORCED CONCRETE STORM SEWER SHALL BE ACHIEVED BY THE USE OF KOR-N-SEAL CONNECTORS, OR EQUAL.
6. FOR TRENCH INSTALLATIONS OF CORRUGATED PLASTIC CONDUIT (OTHER THAN BEHIND CURB LOCATIONS), THE FOLLOWING BEDDING METHODS ARE REQUIRED:
STONE BEDDING LAYER, AT LEAST 3 IN. THICK, USING A CLEAR STONE SHALL BE INSTALLED TO PROVIDE CONDUIT SUPPORT.
COMPACT BEDDING MATERIAL BESIDE AND TO THE UPPER (TOP) LIMITS OF BASE COURSE IN PAVED AREAS OR TOP OF CLAY (BOTTOM OF TOPSOIL LAYER) ABOVE THE CONDUIT.
7. ANY HARD OBJECTS LARGER THAN 1.5 IN. IN DIAMETER EXPOSED WITHIN THE TRENCH BOTTOM OR WALLS SHALL BE REMOVED TO PREVENT UNDUO STRESSES ON THE CONDUIT AND FITTINGS.
8. PRE MANUFACTURED FITTINGS (SUCH AS: WYES, TEES, BENDS, CAPS, ETC.) OF THE SAME MATERIAL AS THE CONDUIT SHALL BE USED AT ALL CONNECTIONS AND DEFLECTIONS GREATER THAN 22.5 DEGREES.
9. IF NOT CONNECTED TO A STRUCTURE, THE UPPER END OF EACH SUBSURFACE DRAIN TILE SHALL BE CAPPED WITH A TIGHT-FITTING EXTERNAL CAP OF THE SAME MATERIAL AS THE CONDUIT.
10. AT ALL TIMES THE DRAIN TILE SYSTEM SHALL BE KEPT CLEAN AND PROTECTED AGAINST UNDERMINING OF THE CAP/VILLAGE OF THE CONDUIT AND DAMAGING DURING CONSTRUCTION. TYPICAL CAP/VILLAGE UNDERMINING INCLUDES ENTRY OF CONSTRUCTION MATERIALS, TRASH, AND RODENTS INTO THE CONDUIT.

UTILITY NOTES

- 1. EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
2. ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN (WISCONSIN LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
3. UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRIE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES DSPS 382.
4. TRACER WIRES SHALL BE INSTALLED AS NECESSARY IN ACCORD WITH 182.0715(2R) OF THE STATE STATUTES AND VILLAGE OF PLEASANT PRAIRIE REQUIREMENTS.
5. LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPUTATIONS OF MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
6. CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
7. CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION.
8. STORM SEWER SPECIFICATIONS -
PIPE - REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS IV (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443; HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-254 TYPE "A" OR POLYVINYL CHLORIDE (PVC) - CLASS PS46 MEETING AASHTO M278, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
INLETS/CATCH BASINS - INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" X 2'-6" MAXIMUM OPENING. FRAME & GRATE SHALL BE NEENAH R-1580 WITH TYPE G GRATE, OR EQUAL. CURB FRAME & GRATE SHALL BE NEENAH R-3067, OR EQUAL.
BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
MANHOLE FRAMES AND COVERS - MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
FIELD TILE CONNECTION - ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
9. WATER MAIN SPECIFICATIONS -
PIPE - WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS.
VALVES AND VALVE BOXES - GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.2.7.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.
TRACER WIRE - 10-GAUGE TRACER WIRE SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF ALL PRIVATE WATER MAINS, HYDRANT LEADS, FIRE DEPARTMENT CONNECTION LEADS AND LATERALS. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS AND ENCLOSED IN RISER BOX WITH WATER ON THE COVER.
HYDRANTS - HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE VILLAGE OF PLEASANT PRAIRIE AND IN ACCORDANCE WITH FILE NO. 38 OF THE "STANDARD SPECIFICATIONS". THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES. HYDRANTS WITHIN THE FIRE LOOP TO BE PAINTED SOLID RED. HYDRANTS NOT IN THE LOOP, LOCATED PRIOR TO BOOSTER PUMP, TO BE PAINTED RED WITH A SILVER NOZZLE CAP AND OPERATING NUT.
BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".
BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
10. SANITARY SEWER SPECIFICATIONS -
PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.
BEDDING AND COVER MATERIAL - BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATIONS" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A). BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO ENSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OF BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE SUPPORT."
BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
MANHOLES - MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE.
FRAME AND COVER SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE A CHIMNEY SEAL.
11. SANITARY FORCE MAIN SPECIFICATIONS
PIPE - SANITARY FORCE MAIN MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D-2241-09 CLASS 160, WITH EITHER SOLVENT WELD OR ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-2241-09 CLASS 160.
BEDDING AND COVER MATERIAL - PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".
BAC APPLICABLE AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
12. WATER MAIN, SANITARY FORCE MAIN, AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).
13. TRACER WIRE SHALL BE INSTALLED ALONG THE SANITARY SEWER SERVICE. THE TRACER WIRE SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 4-INCH PVC PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.
14. ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
15. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRIE ENGINEERING DEPARTMENT 72-HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE INSPECTIONS.



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MILWAUKEE REGIONAL OFFICE
2238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666



CLIENT ADDRESS:
N16W22317 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

WATER MAIN AND SANITARY SEWER PER VILLAGE STANDARD CONSTRUCTION SPECS

PROJECT: BREEZE TERRACE APARTMENTS

PROJECT LOCATION: VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WISCONSIN



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Table with 2 columns: #, Date, Description. Row 1: 1, 3/15/18, PLAN COMMISSION

Table with 2 columns: Design/Drawn, Approved. Row 1: APM, RWI

SHEET TITLE: SITE NOTES AND DETAILS


SHEET NUMBER: C5.0

JSD PROJECT NO: 17-8209





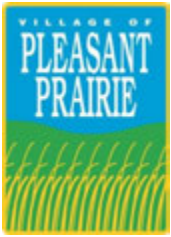
## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Craig Roepke, Chief Fire & Rescue   
CC: Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Fire Department review of Conceptual Plan for Breeze Terrace Apartment Complex  
Permit/Trakit#: DEV1803-008  
DATE: March 28, 2018

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These are initial comments for the Conceptual Plan received for the Breeze Terrace Apartment Complex;  
The Fire & Rescue Department have the following comments regarding the above project.

1. It is understood that there is a Planned Unit Development agreement or PUD, which in part shall require the installation of a fire sprinkler system and also fire (alarm) detection in each building including the clubhouse.
2. Hydrant locations throughout the complex to be re-evaluated once FDC locations are established for each building.
3. Hydrant to be added on property before the entrance gate, identify location.
4. AHJ will allow for a wall mounted FDC on the clubhouse in lieu of the FDC/pumper pad standard. Identify location. FDC will require signage.
5. Provide gate detail for both main entrance and proposed South gated emergency access. Signage and/or pavement markings to be discussed, detailed for South entrance.
6. Discuss Fire Department gate access methods. (example; Knox key switch, Opticom, etc)
7. South emergency access shall be a hard surface roadway.
8. Building specific comments shall be forthcoming as more detail plans progress.
9. As overall complex plans may change to have detail added, further Fire Department comments will be provided.



## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Breeze Terrace  
Date: March 29, 2018

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

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



## 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: SE Corner of 116th Avenue and Corporate Dr

Legal Description: Parcels 18, 19 and 20 of CSM1699

Tax Parcel Number(s): 92-4-122-302-0160, 92-4-122-302-0161 and 92-4-122-302-0162

### Check all that apply

- Land Use Plan Amendment:  
To change the land use designation from Freeway Office Commercial land use designation  
to High Density Residential with an Urban Reserve land use designation (TPN 92-4-122-302-0161 and 0162 only)
- Neighborhood Plan Amendment to a portion of the LakeView West Neighborhood
- Other Amendment to the Comprehensive Plan (specify)

### Petitioner's interest in the requested amendment:

Petitioner is requesting to develop "Breeze Terrace Apartments", a 213-unit, high-end apartment community consisting of 3 three-story buildings over underground parking and 6 two-story buildings with attached garages. Breeze Terrace would convert an underutilized vacant property into much needed rental space, which we feel is the highest and best use for the site. We are confident in our ability to design, engineer, build, lease and manage a high-quality product that will greatly enhance the area and satisfy the growing demand for rental housing in Pleasant Prairie and the surrounding communities.

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

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

### PROPERTY OWNER:

Print Name: Wispark LLC

Signature: [Signature]

Address: 231 W. Michigan St- P423

Milwaukee WI 53203  
(City) (State) (Zip)

Phone: 414.221.5500

Fax: 414.221.5503

Email: enharris@wispark.com

Date: March 13, 2018

### APPLICANT/AGENT:

Interstate Partners II - WI LLC  
Print Name: By: John B. Heller, Vice President

Signature: [Signature]

Address: N16W23217 Stone Ridge Drive, Ste 120

Waukesha WI 53188  
(City) (State) (Zip)

Phone: 262.506.1000

Fax: 262.506.1001

Email: jheller@interstatepartners.com

Date: March 13, 2018

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

262-925-6717

**RECEIVED**

MAR 14 2018

PROJECT:

# Breeze Terrace Apartments

Pleasant Prairie, WI



215 N. WATER STREET, SUITE 250  
MILWAUKEE, WISCONSIN 53202  
T 414.277.9700 | F 414.277.9705  
spsarchitects.com



PROJECT

Breeze Terrace  
Apartments  
Pleasant Prairie,  
WI

OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	AJA
PROJECT NUMBER	
ISSUED FOR	REVIEW
DATE	03.13.18

SHEET

TITLE PAGE

ISSUED FOR: MUNICIPAL REVIEW

ARCHITECT:

STEPHEN PERRY SMITH ARCHITECTS, INC.  
MILWAUKEE, WISCONSIN



RESIDENTIAL PHASE 1	RESIDENTIAL PHASE 2
<b>SITE AREA:</b> - APPROX. 16.75 ACRES (+/-)	<b>SITE AREA:</b> - APPROX. 4.36 ACRES (+/-)
<b>RESIDENTIAL UNITS (APPROXIMATE):</b> (3) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (6) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 213 TOTAL UNITS - (141) TOTAL 1-BEDROOM UNITS (66%) - (72) TOTAL 2-BEDROOM UNITS (34%)	<b>RESIDENTIAL UNITS (APPROXIMATE):</b> (1) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (2) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 71 TOTAL UNITS - (47) TOTAL 1-BEDROOM UNITS (66%) - (24) TOTAL 2-BEDROOM UNITS (34%)
<b>PARKING (APPROXIMATE):</b> 213 COVERED/GARAGE PARKING SPACES 230 SURFACE PARKING SPACES 443 TOTAL PARKING SPACES (2.08 SPACES/UNIT)	<b>PARKING (APPROXIMATE):</b> 71 COVERED/GARAGE PARKING SPACES 71 SURFACE PARKING SPACES 142 TOTAL PARKING SPACES (2.0 SPACES/UNIT)



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**PROJECT**

**Breeze Terrace Apartments**  
Pleasant Prairie, WI

**OWNER**



**REVISIONS**


**INFORMATION**

PROJECT ARCHITECT	SPS
PROJECT MANAGER	AJA
PROJECT NUMBER	780
ISSUED FOR	REVIEW
DATE	03.13.2018

**SHEET**

SITE PLAN CONCEPT

SP1.1a



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**PROJECT**

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 Pleasant Prairie, WI

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**SHEET**

SITE PLAN CONCEPT

SP1.1b



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PROJECT

Breeze Terrace  
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REVISIONS

NO.	DESCRIPTION	DATE
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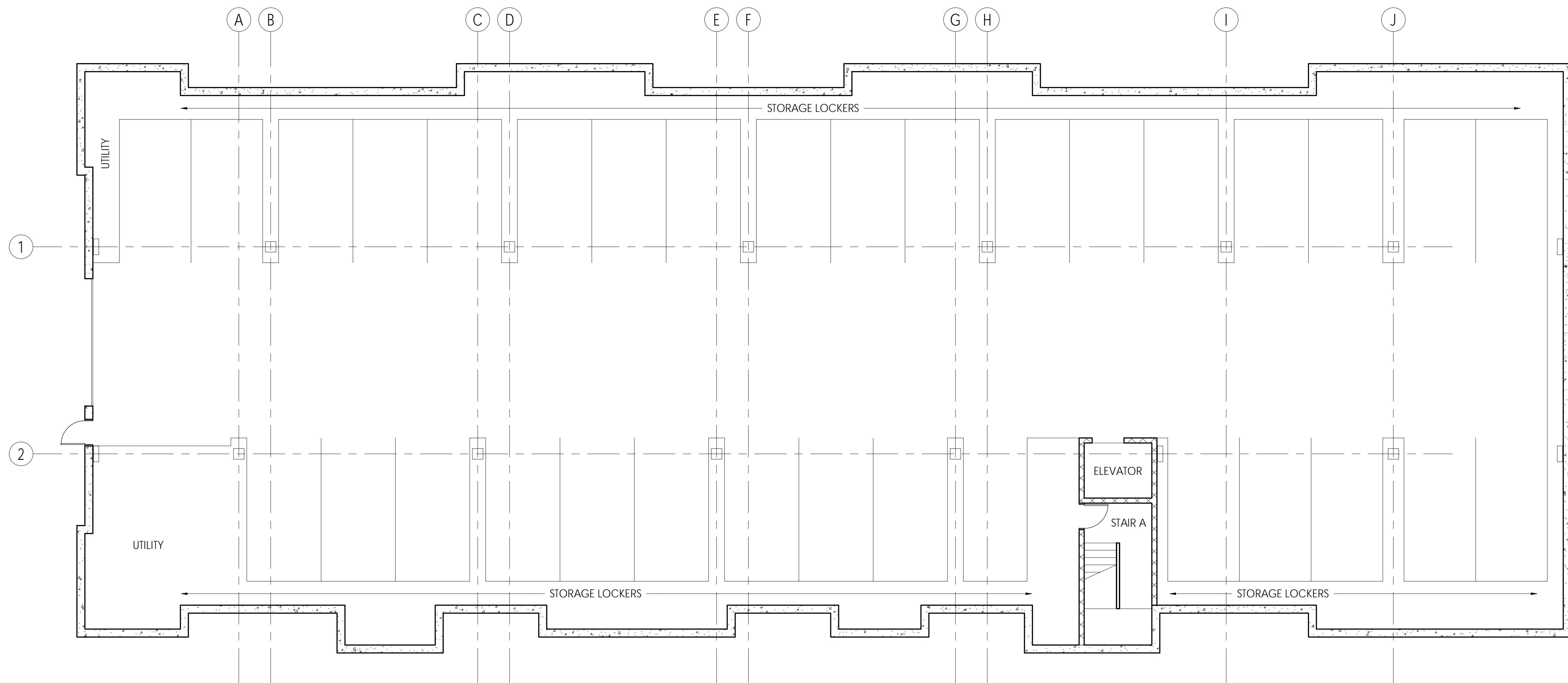
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	AJA
PROJECT NUMBER	
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SHEET

BASEMENT PLAN - 33 UNIT

A100



1 BASEMENT PLAN - 33 UNIT  
SCALE 1/8" = 1'-0"



PROJECT

Breeze Terrace  
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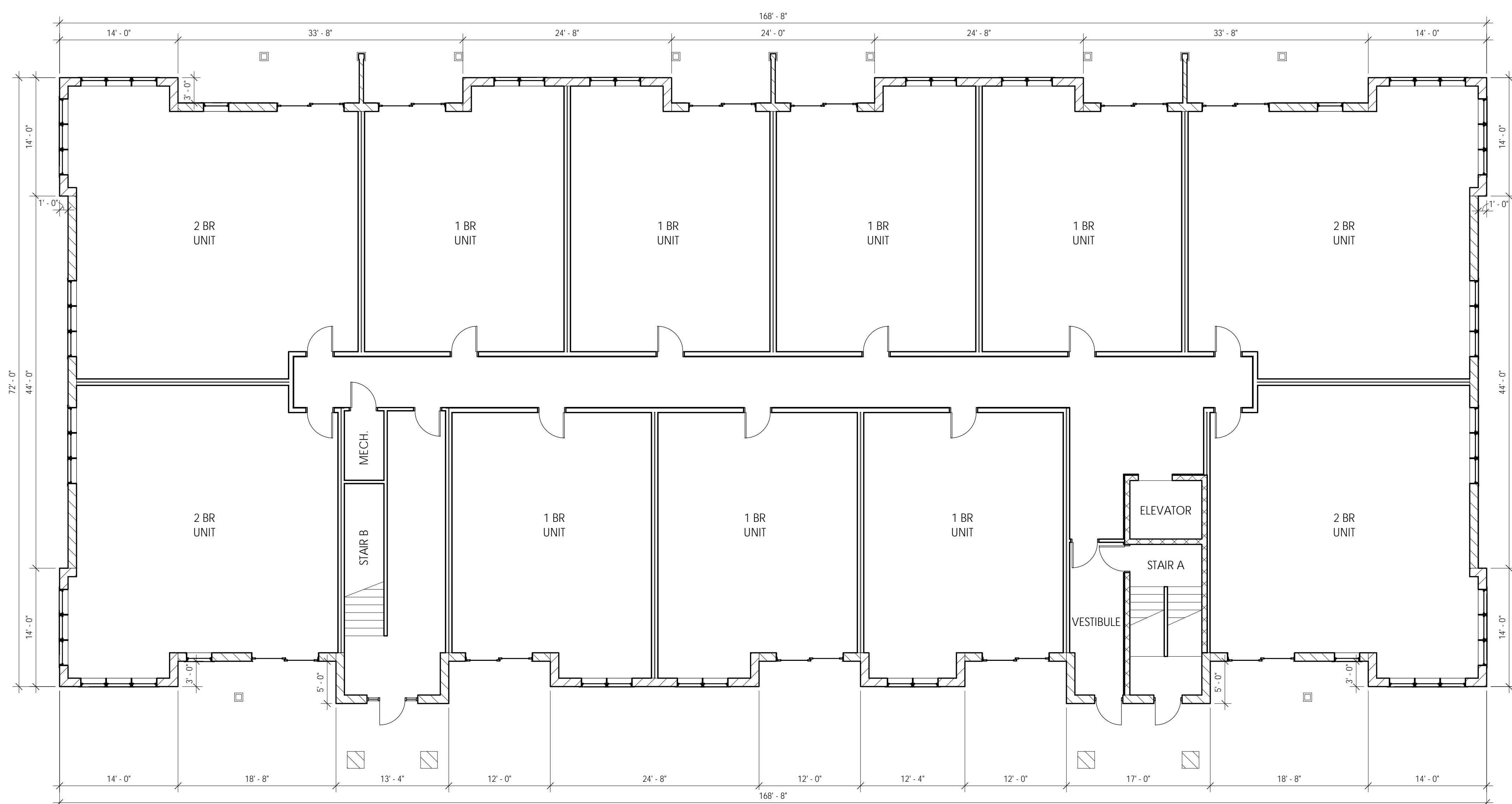
INFORMATION

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SHEET

FIRST FLOOR PLAN - 33 UNIT

A101



1 1ST FLOOR PLAN - 33 UNIT  
SCALE 1/8" = 1'-0"



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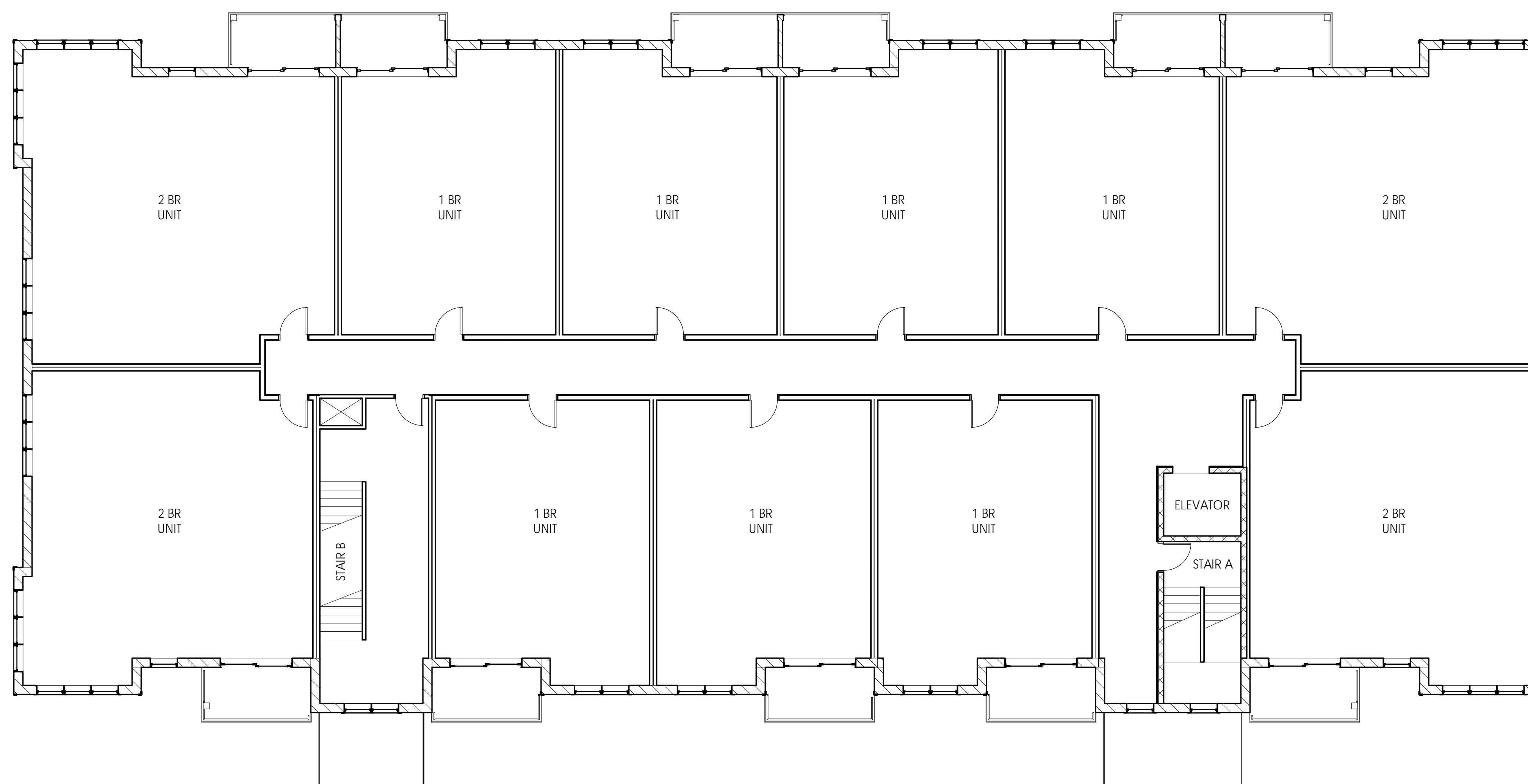
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**SHEET**

SECOND FLOOR PLAN - 33 UNIT

A102



**1 2ND FLOOR PLAN - 33 UNIT**  
SCALE 1/8" = 1'-0"



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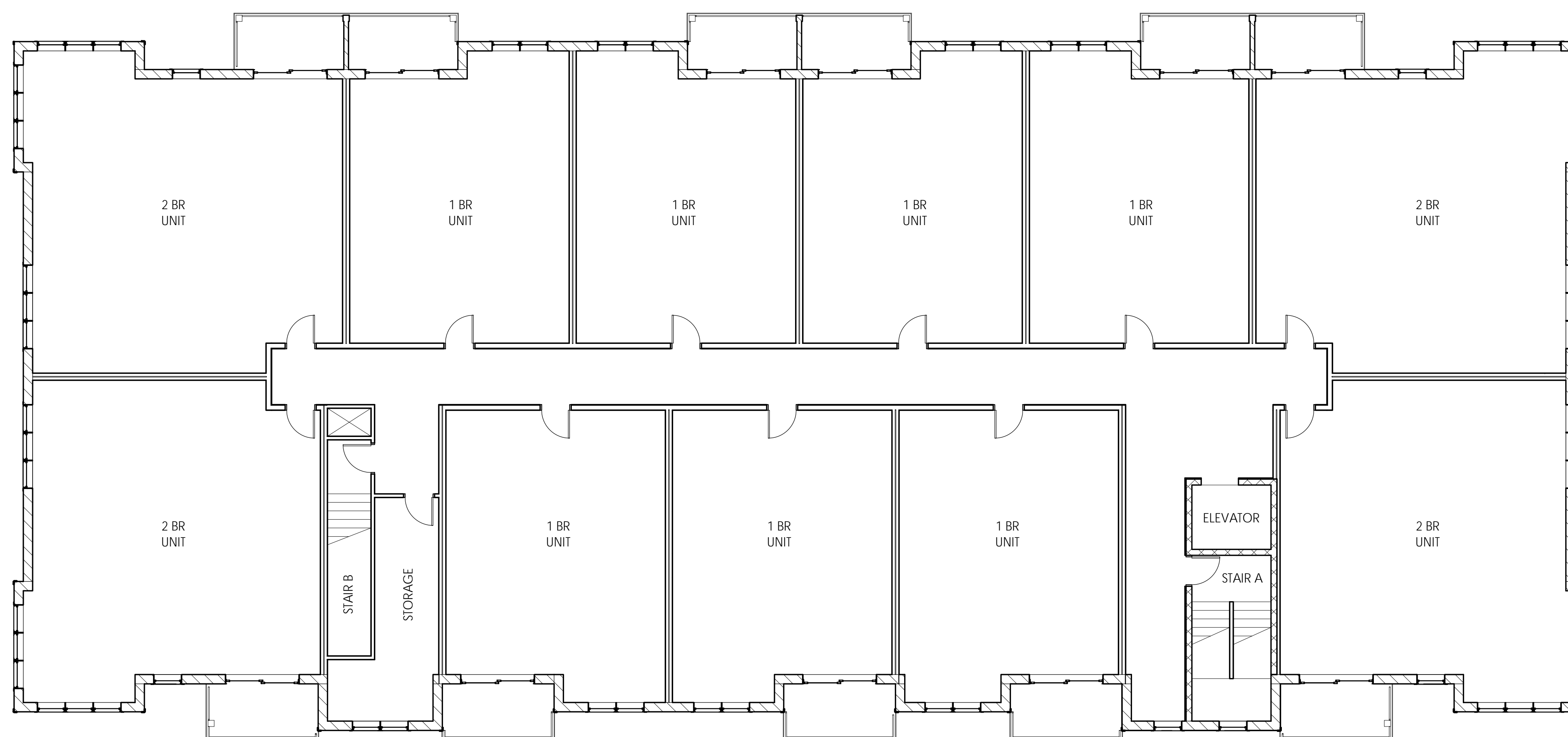
INFORMATION

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SHEET

THIRD FLOOR PLAN - 33 UNIT

A103



1 3RD FLOOR PLAN - 33 UNIT  
SCALE 1/8" = 1'-0"

**PROJECT**

Breeze Terrace  
Apartments  
Pleasant Prairie,  
WI

**OWNER**



**REVISIONS**

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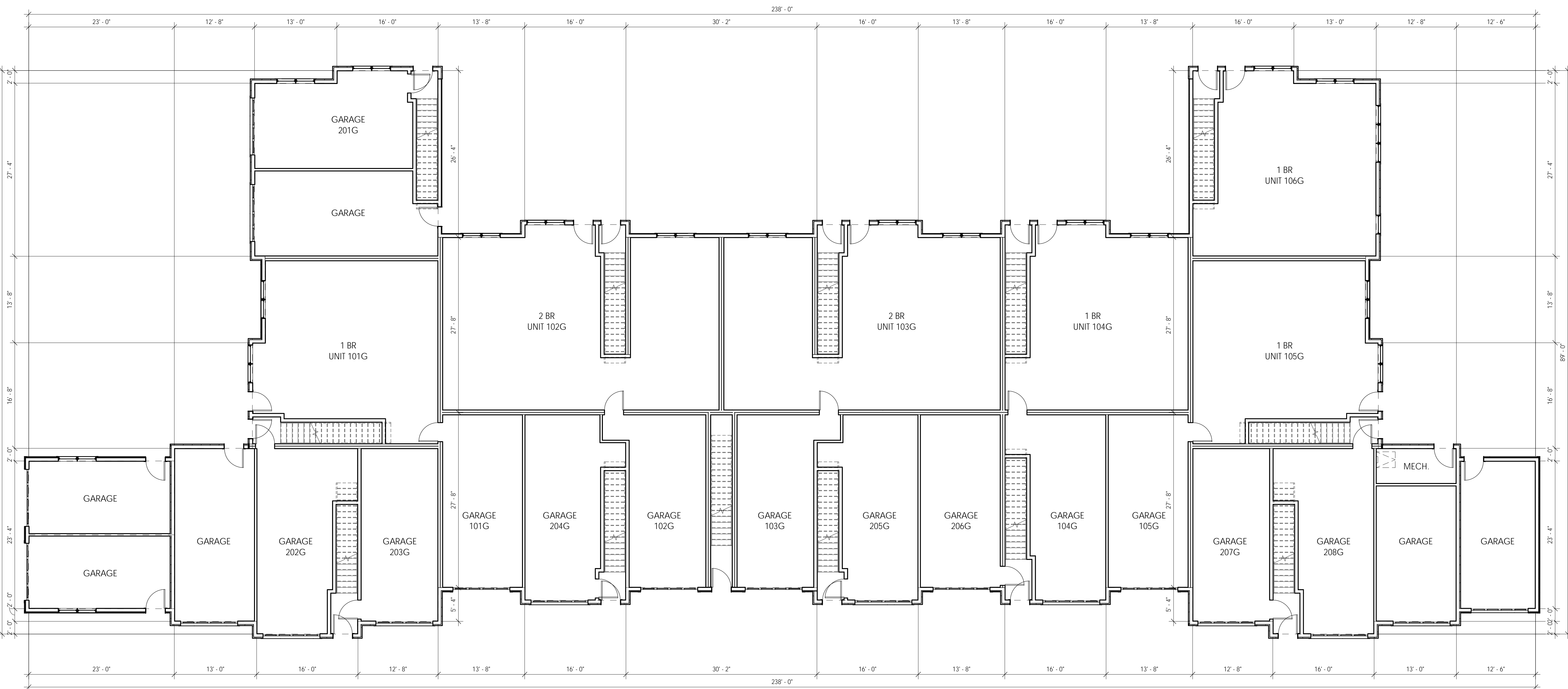
**INFORMATION**

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**SHEET**

1ST FLOOR PLAN - 19 UNIT

**A104**



**1 1ST FLOOR PLAN - 19 UNIT**  
SCALE: 1/8" = 1'-0"

**PROJECT**

Breeze Terrace  
Apartments  
Pleasant Prairie,  
WI

**OWNER**



**REVISIONS**

NO.	DESCRIPTION	DATE
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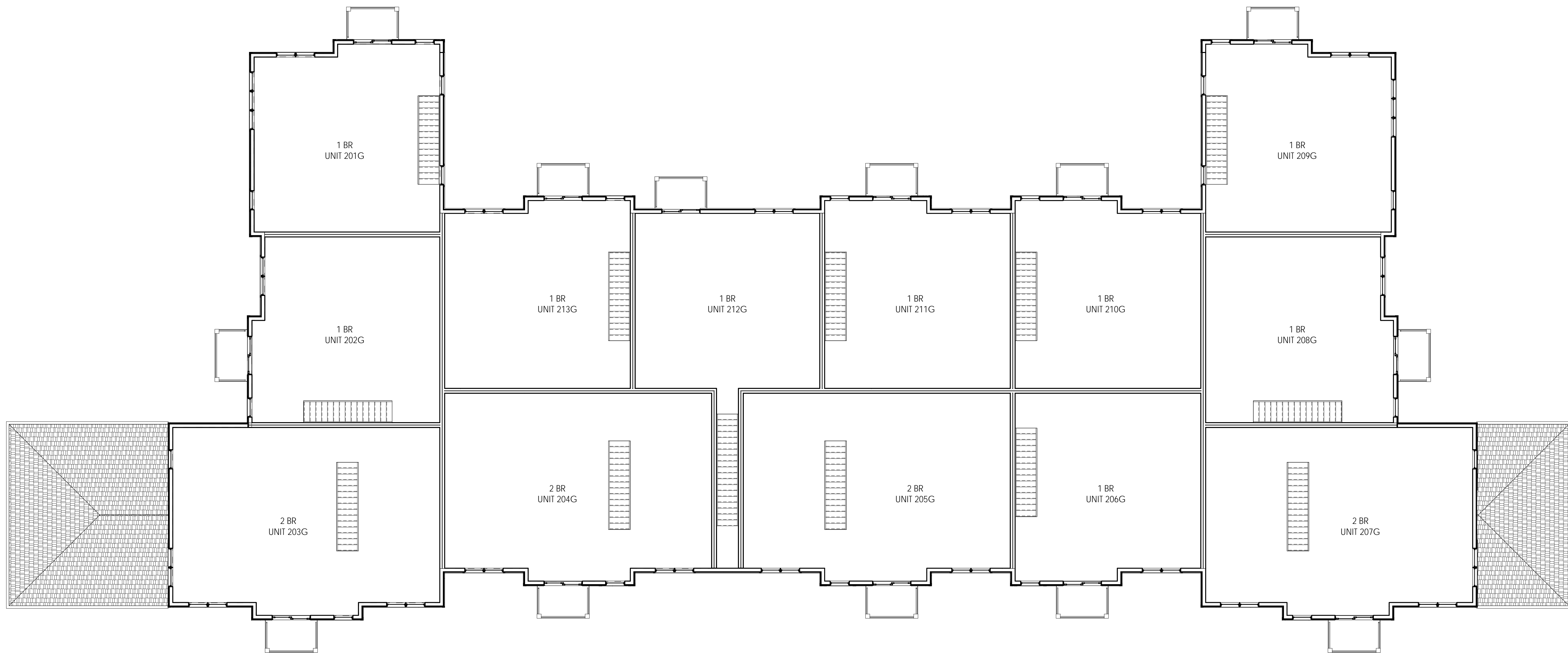
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**SHEET**

2ND FLOOR PLAN - 19 UNIT

**A105**













# CONCEPTUAL PLAN APPLICATION

Development Name: Breeze Terrace Apartments  
 General Location of Development: SE Corner of 116th Avenue and Corporate Drive  
 Tax Parcel Number(s): 92-4-122-302-0161 and 92-4-122-302-0162  
 Number of Lots: 2 Number of Outlots: 0  
 Size of Development: 16.82 acres

### Select All that Apply:

- The Development will be constructed in 1 phase(s)
- The Development abuts or adjoins State Trunk Highway \_\_\_\_\_
- The Development abuts or adjoins County Trunk Highway \_\_\_\_\_
- The Development abuts the Kenosha County Bike Trail

The following number and types of plans shall be submitted with this application:

- Three (3) full size and a PDF copy of the Conceptual Plan, which shall include at a minimum:
  - Detailed and Dimensioned Site Plan
  - Conceptual Engineering Plans
  - Phasing Plan (if applicable)
  - Floor Plans and Elevations (for all uses except single family)
  - Proposed Zoning District Change(s)
- Application Fee
- Draft of Declarations, Covenants, Restrictions and any Easement Documents
- Any other information as specified by the Village

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

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

### PROPERTY OWNER:

Print Name: Wispark LLC  
 Signature: [Signature]  
 Address: 231 W. Michigan St- P423  
Milwaukee WI 53203  
 (City) (State) (Zip)  
 Phone: 414.221.5500  
 Fax: 414.221.5503  
 Email: enharris@wispark.com  
 Date: March 13, 2018

### APPLICANT/AGENT:

Interstate Partners II - WI LLC  
 By: John B. Heller, Vice President  
 Print Name: \_\_\_\_\_  
 Signature: [Signature]  
 Address: N16W23217 Stone Ridge Dr, Ste 120  
Waukesha WI 53188  
 (City) (State) (Zip)  
 Phone: 262.506.1000  
 Fax: 262.506.1001  
 Email: jheller@interstatepartners.com  
 Date: March 13, 2018

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

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PROJECT:

# Breeze Terrace Apartments

Pleasant Prairie, WI



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## PROJECT

Breeze Terrace  
Apartments  
Pleasant Prairie,  
WI

## OWNER



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## INFORMATION

PROJECT ARCHITECT	SPS
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ISSUED FOR	REVIEW
DATE	03.13.18

## SHEET

TITLE PAGE

ISSUED FOR: MUNICIPAL REVIEW

ARCHITECT:

STEPHEN PERRY SMITH ARCHITECTS, INC.  
MILWAUKEE, WISCONSIN



RESIDENTIAL PHASE 1	RESIDENTIAL PHASE 2
<b>SITE AREA:</b> - APPROX. 16.75 ACRES (+/-)	<b>SITE AREA:</b> - APPROX. 4.36 ACRES (+/-)
<b>RESIDENTIAL UNITS (APPROXIMATE):</b> (3) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (6) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 213 TOTAL UNITS - (141) TOTAL 1-BEDROOM UNITS (66%) - (72) TOTAL 2-BEDROOM UNITS (34%)	<b>RESIDENTIAL UNITS (APPROXIMATE):</b> (1) 3-STORY BUILDINGS @ 33 UNITS/BLDG. - (21) 1-BEDROOM UNITS/BLDG. - (12) 2-BEDROOM UNITS/BLDG. (2) 2-STORY BUILDINGS @ 19 UNITS/BLDG. - (13) 1-BEDROOM UNITS/BLDG. - (6) 2-BEDROOM UNITS/BLDG. 71 TOTAL UNITS - (47) TOTAL 1-BEDROOM UNITS (66%) - (24) TOTAL 2-BEDROOM UNITS (34%)
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**PROJECT**

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**SHEET**

SITE PLAN CONCEPT

SP1.1a



**RESIDENTIAL PHASE 1**

**SITE AREA:**  
- APPROX. 16.75 ACRES (+/-)

**RESIDENTIAL UNITS (APPROXIMATE):**  
 (3) 3-STORY BUILDINGS @ 33 UNITS/BLDG.  
 - (21) 1-BEDROOM UNITS/BLDG.  
 - (12) 2-BEDROOM UNITS/BLDG.  
 (6) 2-STORY BUILDINGS @ 19 UNITS/BLDG.  
 - (13) 1-BEDROOM UNITS/BLDG.  
 - (6) 2-BEDROOM UNITS/BLDG.  
 213 TOTAL UNITS  
 - (141) TOTAL 1-BEDROOM UNITS (66%)  
 - (72) TOTAL 2-BEDROOM UNITS (34%)

**PARKING (APPROXIMATE):**  
 213 COVERED/GARAGE PARKING SPACES  
 230 SURFACE PARKING SPACES  
 443 TOTAL PARKING SPACES (2.08 SPACES/UNIT)

**OUTLOT A**

**SITE AREA:**  
 - APPROX. 1.30 ACRES (+/-)  
 - 4,000sf RESTAURANT  
 - 50 PARKING SPACES

**OUTLOT B**

**SITE AREA:**  
 - APPROX. 3.06 ACRES (+/-)  
 - 4,000sf RESTAURANT  
 - 9,000sf RETAIL CENTER  
 - 101 PARKING SPACES

① SITE PLAN  
SCALE: 1" = 60'-0"



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SITE PLAN CONCEPT

SP1.1b

**PROJECT**

Breeze Terrace  
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WI

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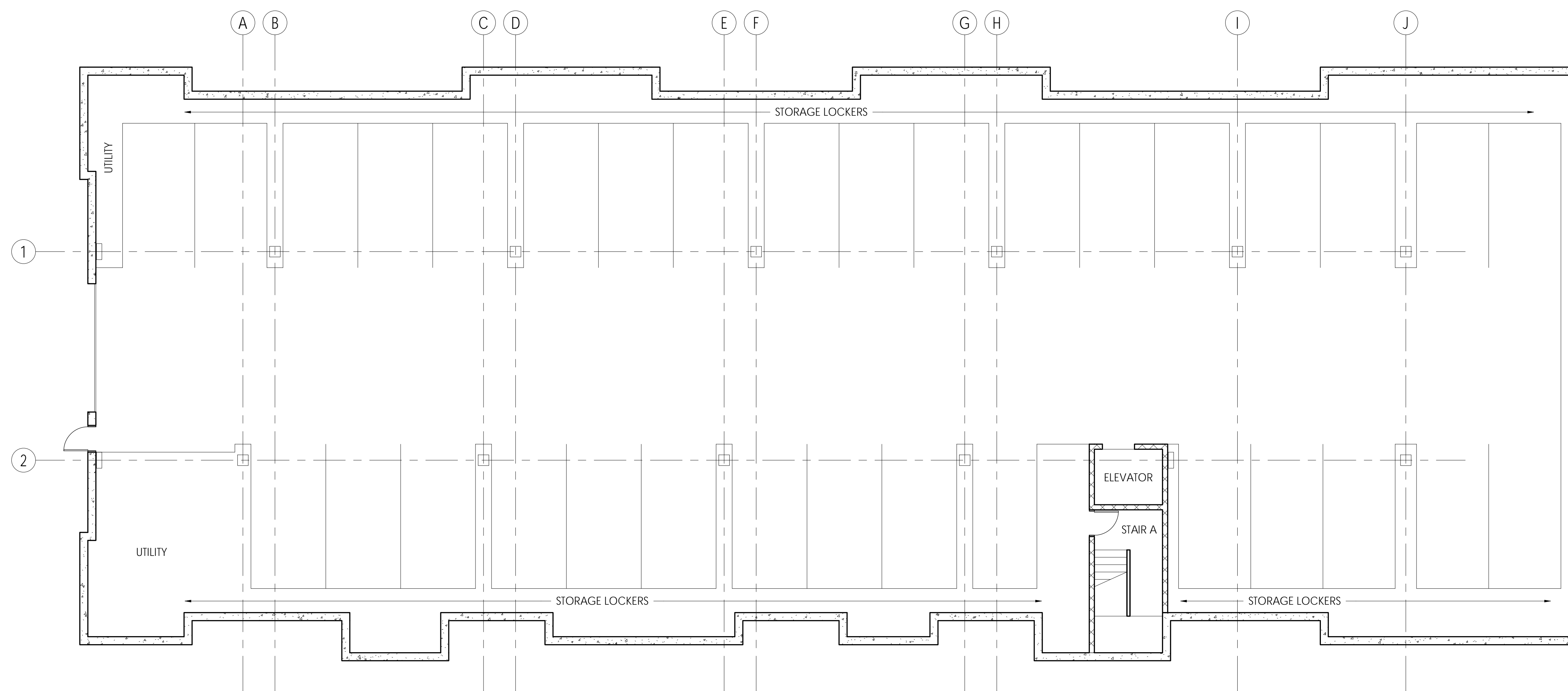
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**SHEET**

BASEMENT PLAN - 33 UNIT

**A100**



**1** BASEMENT PLAN - 33 UNIT  
SCALE 1/8" = 1'-0"

PROJECT

Breeze Terrace  
Apartments  
Pleasant Prairie,  
WI

OWNER



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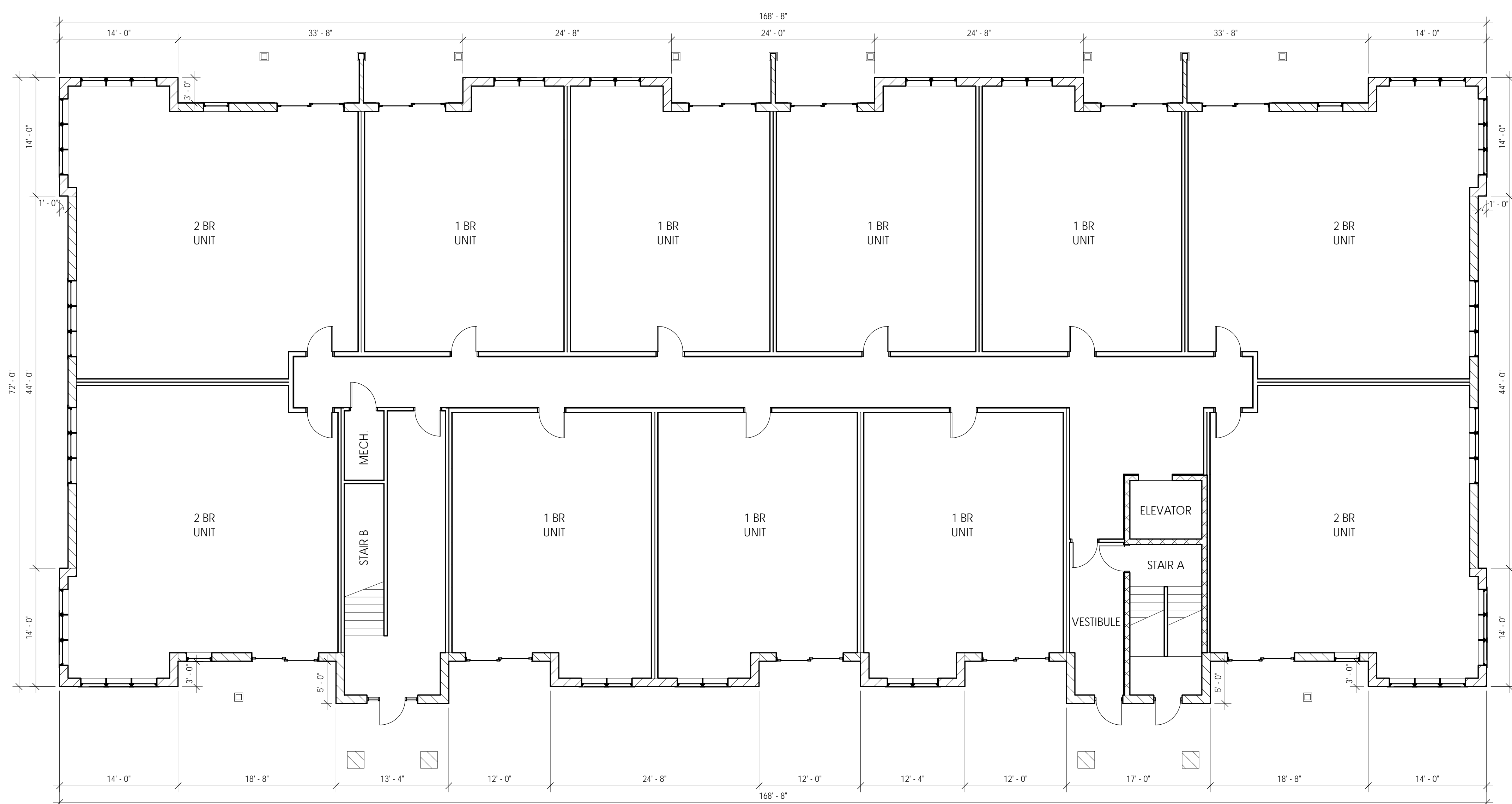
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SHEET

FIRST FLOOR PLAN - 33 UNIT

A101



**1** 1ST FLOOR PLAN - 33 UNIT  
SCALE 1/8" = 1'-0"

**PROJECT**

Breeze Terrace  
Apartments  
Pleasant Prairie,  
WI

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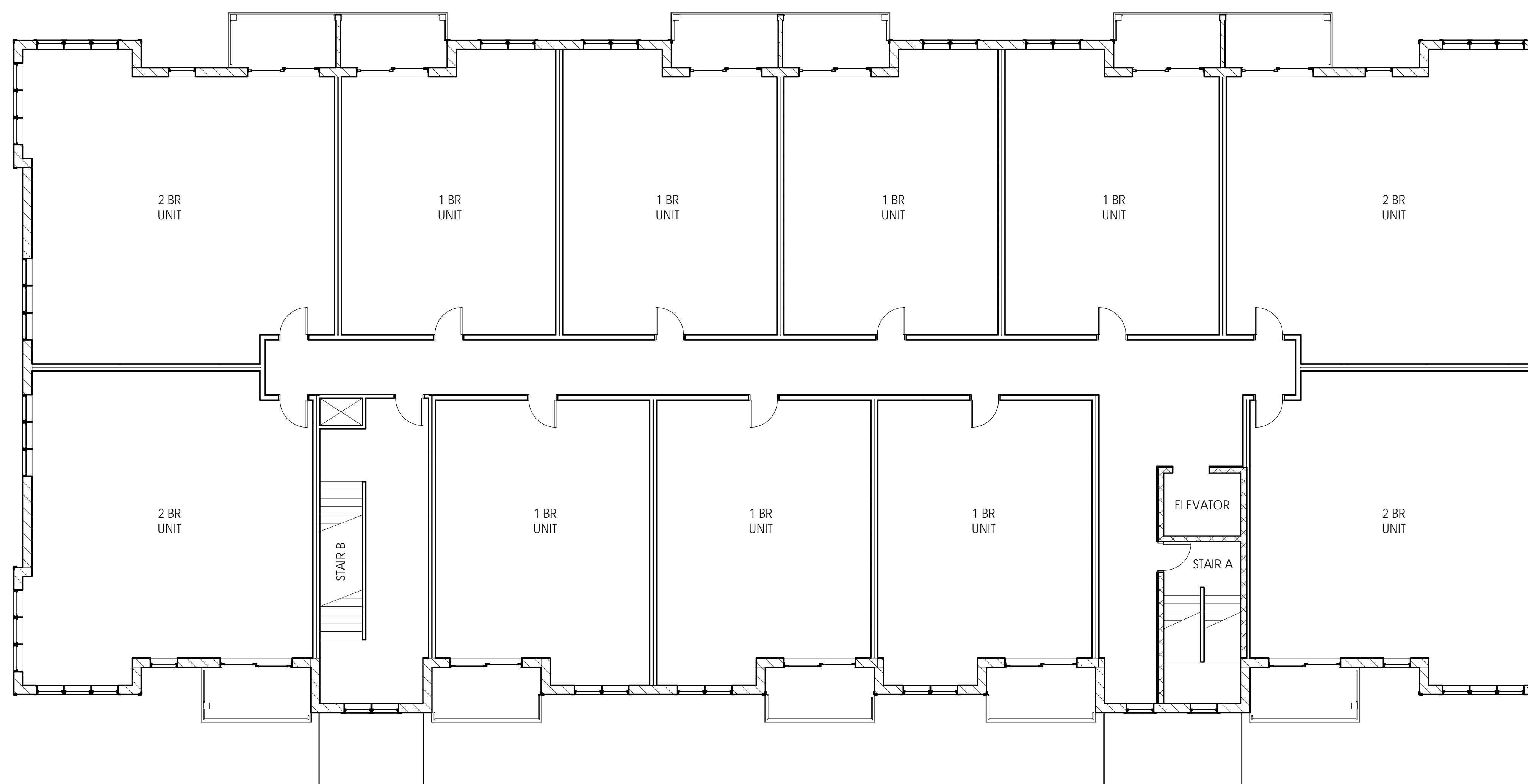
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SECOND FLOOR PLAN - 33 UNIT

**A102**



**1 2ND FLOOR PLAN - 33 UNIT**  
SCALE 1/8" = 1'-0"



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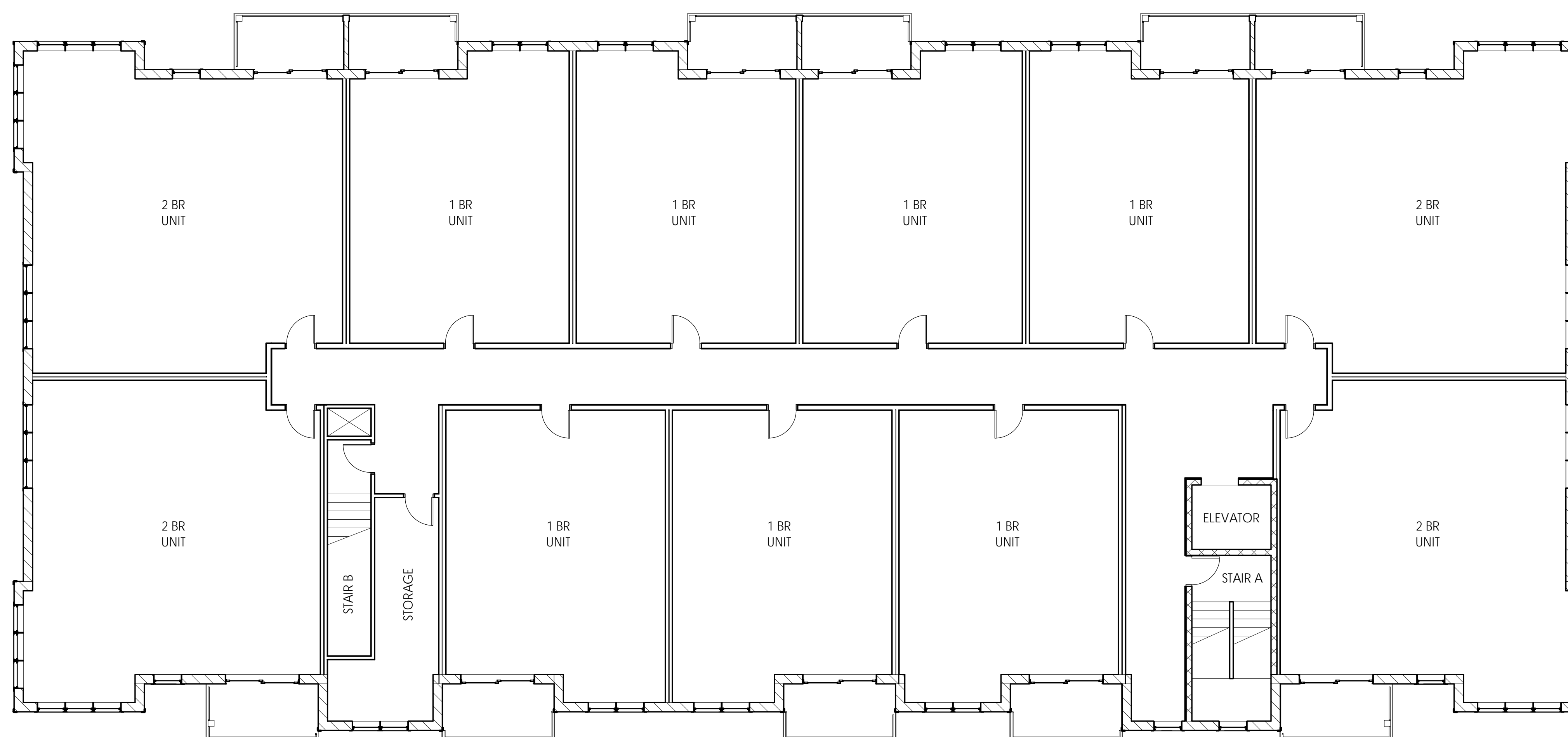
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**SHEET**

THIRD FLOOR PLAN - 33 UNIT

A103



**1 3RD FLOOR PLAN - 33 UNIT**  
SCALE 1/8" = 1'-0"







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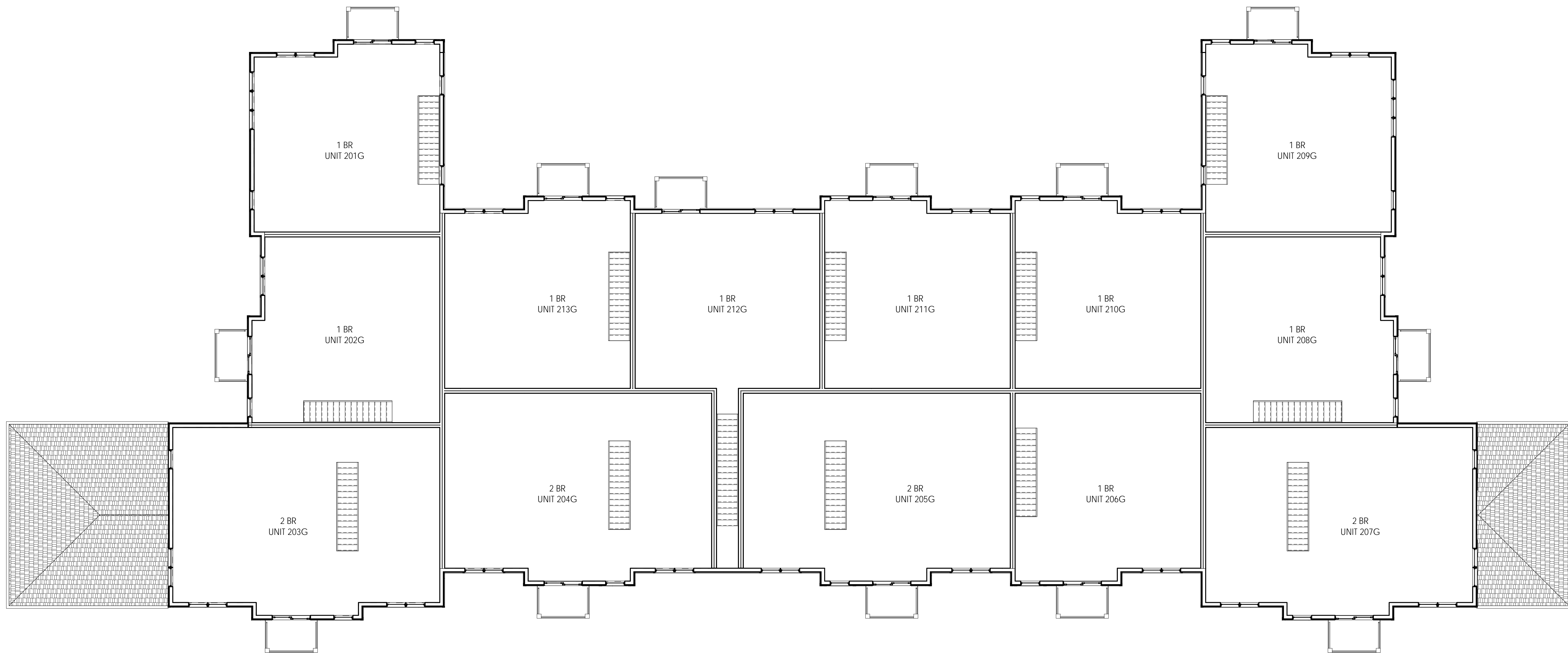
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**SHEET**

2ND FLOOR PLAN - 19 UNIT

**A105**



**1 2ND FLOOR PLAN - 19 UNIT**  
SCALE: 1/8" = 1'-0"

























































## GENERAL NOTES AND SPECIFICATIONS

- THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
- THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOIL INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
- THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES DISCOVERED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON THEIR OWN COMPUTATIONS AND UNDER NO CIRCUMSTANCES BE BASED ON THE ENGINEER'S ESTIMATE.
- QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BOUND ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
- PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
- COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS AND THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
- SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS IN OBTAINING PERMITS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND "DIGGER'S HOTLINE" IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS. CONTRACTOR IS RESPONSIBLE TO DETERMINE WHICH ORDINANCES/CODES/RULES/ETC. ARE APPLICABLE.
- SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
- CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER, SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING".
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- ALL FIELD/DRAIN TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPORTED TO ENGINEER/OWNER. TILES ORIGINATING OUTSIDE THE PROJECT LIMITS SHALL BE RECONNECTED OR REROUTED TO MAINTAIN DRAINAGE. ENGINEER/OWNER SHALL DETERMINE THE MOST FAVORABLE METHOD OF RE-ESTABLISHMENT OF OFFSITE DRAINAGE. IF TILE IS ENCOUNTERED DURING TRENCH EXCAVATIONS, RE-ESTABLISHING TILE FUNCTIONALITY SHALL BE CONSIDERED AN INCIDENTAL EXPENSE.

## CONSTRUCTION SITE SEQUENCING

- INSTALL PERIMETER SILT FENCE, EXISTING INLET PROTECTION, AND TEMPORARY CONSTRUCTION ENTRANCE.
- STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
- CONSTRUCTED POND AND CONDUCT ROUGH GRADING EFFORTS.
- INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
- COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKWAYS, ETC.
- PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
- EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER THAT MEETS OR EXCEEDS THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES DEFINITION OF "FINAL STABILIZATION".

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

## PAVEMENT STRIPING NOTES

- CONTRACTOR SHALL CONSULT STRIPING COLOR WITH OWNER PRIOR TO CONSTRUCTION.
- PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL STRIPING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLY TO INSPECT PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
- DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
- LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
- PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
- APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES. (OR TO MFG. SPECIFICATION)
- BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
- ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6

## PAVEMENT THICKNESS NOTES

ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION - CURRENT EDITION AND ADDENDUM, APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES, AND THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY CGC INC., DATED \_\_\_\_\_, 2018.

\*\* FINAL PAVEMENT DESIGN TO BE DETERMINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL REPORT.

### MINIMUM PAVEMENT STRUCTURE

	HEAVY DUTY ASPHALT PAVEMENT 4-1/2" ASPHALTIC CONCRETE (2 LIFTS, 3" BINDER, 1-1/2" SURFACE) LOWER LAYER (E-3 TYPE: 19.0 mm NOMINAL SIZE) UPPER LAYER (E-3 TYPE: 12.5 mm NOMINAL SIZE) 10" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE) CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD.
	LIGHT DUTY ASPHALT PAVEMENT 3" ASPHALTIC CONCRETE (2 LIFTS, 1-1/2" BINDER, 1-1/2" SURFACE) LOWER LAYER (E-1 TYPE: 19.0 mm NOMINAL SIZE) UPPER LAYER (E-1 TYPE: 9.5 mm NOMINAL SIZE) 8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE) CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD.
	CONCRETE SIDEWALK AND PATIO 4" CONCRETE 6" CRUSHED AGGREGATE BASE COURSE CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD.

## PAVING NOTES

- ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.
- CONCRETE PAVING SPECIFICATIONS--  
CODES AND STANDARDS -- THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.  
CRUSHED AGGREGATE BASE COURSE -- THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.  
SURFACE PREPARATION -- NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.  
3. ASPHALTIC CONCRETE PAVING SPECIFICATIONS--  
CODES AND STANDARDS -- THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.  
WEATHER LIMITATIONS -- APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).  
GRADE CONTROL -- ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.  
CRUSHED AGGREGATE BASE COURSE -- BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.  
BINDER COURSE AGGREGATE -- THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2 AND 315, STATE HIGHWAY SPECIFICATIONS.  
SURFACE COURSE AGGREGATE -- THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.  
ASPHALTIC MATERIALS -- THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.  
SURFACE PREPARATION -- NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE

## GRADING NOTES

- CONTRACTOR SHALL VERIFY ALL GRADES. ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
- ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
  - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE SUCH ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
  - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
- GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY PSI AND DATED MAY 29, 2015 FOR SITE CONSTRUCTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
- IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
- WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO FERM PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
- THE SITE SHALL BE COMPLETED TO WITHIN 0.10'-ft (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
- CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
- CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL MEASURES UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
- CONTRACTOR SHALL COMPLY WITH ALL VILLAGE AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.

## EROSION AND SEDIMENT CONTROL NOTES:

- ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF PLEASANT PRAIRIE ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
- THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
- MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
- INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER. BE SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATIONS WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
- PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
- ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE

PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER. ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.

- EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:
  - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
  - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
  - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.
- AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
- ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
- TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
- EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
- MAINTAIN SOIL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
- PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS.
- GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
- ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75EN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C255EN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
- DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
- DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
- QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH OR MORE PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (g-1), OF THE NPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
- THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE BELOW.
  - SILT FENCE -- REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE-GROUND HEIGHT OF TUA FENCE.
  - CONSTRUCTION ENTRANCE -- AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.
  - DITCH CHECK (STRAW BALES) -- RE-SECURE STAKES; ADJUST OR REPOSITION BALES TO ADDRESS PROPER FLOW OF STORMWATER; AND REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE.
  - EROSION CONTROL MATTING -- REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHERE CHANNELIZATION HAS OCCURRED.
  - DIVERSION BERM/SWALE -- REPLACE OR RE-COMPACT THE CONSTRUCTION MATERIALS AS NECESSARY.
  - INLET PROTECTION -- CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE IS CLOGGED. INLET FILTER BAGS SHALL BE REPLACED ONCE BAG BECOMES ONE-HALF FULL OF SEDIMENT.

- ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.
- CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL, SANITARY WASTE, AND WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARPULIN TO PREVENT BLOWING DEBRIS.
  - DUST CONTROL SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
    - COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.
    - ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE AT LEAST SIX (6) INCHES IN HEIGHT.
    - FREQUENT WATERING OF EXCAVATION AND FILL AREAS.
    - PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.
    - STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

## DRAIN TILE GENERAL SPECIFICATIONS

- THE DRAIN TILE CONDUIT AND FITTINGS SHALL MEET STRENGTH AND DURABILITY REQUIREMENTS FOR THE SITE. ALL CONDUIT AND FITTINGS SHALL MEET THE MINIMUM REQUIREMENTS OF THE APPROPRIATE SPECIFICATIONS PUBLISHED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT AND FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM M252. CONDUIT TYPE (SINGLE WALL OR DUAL WALL) SHALL INSTALLED PER THE LOCATIONS SHOWN IN THE PLANS. CONTRACTOR MAY SUBSTITUTE DUAL WALL CONDUIT AT LOCATIONS SPECIFIED FOR SINGLE WALL CONDUIT AT THE SOLE EXPENSE OF THE CONTRACTOR.
  - SINGLE WALL CONDUIT SHALL BE TYPE CP WITH CLASS II PERFORATION PATTERN.
  - DUAL WALL CONDUIT SHALL BE TYPE SP WITH A SMOOTH INTERIOR THAT CARRIES A MAXIMUM MANNING'S "N" VALUE OF 0.12 WITH CLASS II PERFORATION PATTERN.
- ALL DRAIN TILE CONSTRUCTION MUST BE PROVIDED WITH TRACER WIRE OR OTHER APPROVED METHODS IN ORDER TO BE LOCATED IN ACCORD WITH 182.0715(2R) OF THE STATUTES. CONTRACTOR SHALL PROVIDE JSD & CENTERPOINT NOTICE OF LOCATION METHOD PRIOR TO THE START OF CONSTRUCTION.
- THE MINIMUM DEPTH OF COVER (FINISH GRADE TO TOP PIPE) SHALL BE:
  - CONCRETE PAVED AREAS -- 2.0'-FT
  - ASPHALT PAVED AREAS -- 2.5'-FT
  - BEHIND CURB -- 0.5'-FT
  - OTHER LANDSCAPED/GRASS/PERVIOUS AREAS -- 2.0'-FT
- A MAXIMUM TRENCH WIDTH OF 2'-FT SHALL BE MAINTAINED FOR ALL DRAIN TILE INSTALLATION WITH THE EXCEPTION OF CONNECTION POINTS TO THE EXISTING STORM SEWER SYSTEM IN WHICH CASE THE CONTRACTOR SHALL LIMIT DISTURBANCE AS POSSIBLE.
- CONNECTION TO THE EXISTING STORM SEWER SYSTEM SHALL ACHIEVED BY CORING THE EXISTING REINFORCED CONCRETE STORM SEWER STRUCTURES OR PIPING TO THE DIAMETER NECESSARY TO ACCOMMODATE A PERMANENT CONNECTION. ALL CONNECTIONS TO THE EXISTING REINFORCED CONCRETE STORM SEWER SHALL BE ACHIEVED BY THE USE OF KOR-N-SEAL CONNECTORS, OR EQUAL.
- FOR TRENCH INSTALLATIONS OF CORRUGATED PLASTIC CONDUIT (OTHER THAN BEHIND CURB LOCATIONS), THE FOLLOWING BEDDING METHODS ARE REQUIRED:
  - A STONE BEDDING LAYER, AT LEAST 3 IN. THICK, USING A CLEAR STONE SHALL BE INSTALLED TO PROVIDE CONDUIT SUPPORT.
  - COMPACT BEDDING MATERIAL BESIDE AND TO THE UPPER (TOP) LIMITS OF BASE COURSE IN PAVED AREAS OR TOP OF CLAY (BOTTOM OF TOPSOIL LAYER) ABOVE THE CONDUIT.
- ANY HARD OBJECTS LARGER THAN 1.5 IN. IN DIAMETER EXPOSED WITHIN THE TRENCH BOTTOM OR WALLS SHALL BE REMOVED TO PREVENT UNDUO STRESSES ON THE CONDUIT AND FITTINGS.
- PRE MANUFACTURED FITTINGS (SUCH AS: WYES, TEES, BENDS, CAPS, ETC.) OF THE SAME MATERIAL AS THE CONDUIT SHALL BE USED AT ALL CONNECTIONS AND DEFLECTIONS GREATER THAN 22.5 DEGREES.
- IF NOT CONNECTED TO A STRUCTURE, THE UPPER END OF EACH SUBSURFACE DRAIN TILE SHALL BE CAPPED WITH A TIGHT-FITTING EXTERNAL CAP OF THE SAME MATERIAL AS THE CONDUIT.
- AT ALL TIMES THE DRAIN TILE SYSTEM SHALL BE KEPT CLEAN AND PROTECTED AGAINST UNDERMINING OF THE CAPVILLAGE OF THE CONDUIT AND DAMAGING DURING CONSTRUCTION. TYPICAL CAPVILLAGE UNDERMINING INCLUDES ENTRY OF CONSTRUCTION MATERIALS, TRASH, AND RODENTS INTO THE CONDUIT.

## UTILITY NOTES

- EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN (WISCONSIN LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
- UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRIE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES DSPS 382.
- TRACER WIRES SHALL BE INSTALLED AS NECESSARY IN ACCORD WITH 182.0715(2R) OF THE STATE STATUTES AND VILLAGE OF PLEASANT PRAIRIE REQUIREMENTS.
- LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPUTATIONS OF MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
- CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
- CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION.
- STORM SEWER SPECIFICATIONS --
  - PIPE -- REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS IV (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443; HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-254 TYPE "A" OR POLYVINYL CHLORIDE (PVC) -- CLASS PS46 MEETING AASHTO M278, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
  - INLETS/CATCH BASINS -- INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" X 2'-6" MAXIMUM OPENING. FRAME & GRATE SHALL BE NEENAH R-1580 WITH TYPE G GRATE, OR EQUAL. CURB FRAME & GRATE SHALL BE NEENAH R-3067, OR EQUAL.
  - BACKFILL AND BEDDING -- STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
  - MANHOLE FRAMES AND COVERS -- MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
  - FIELD TILE CONNECTION -- ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.

- WATER MAIN SPECIFICATIONS --
  - PIPE -- WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS.
  - VALVES AND VALVE BOXES -- GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.27.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.

TRACER WIRE -- 10-GAUGE TRACER WIRE SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF ALL PRIVATE WATER MAINS, HYDRANT LEADS, FIRE DEPARTMENT CONNECTION LEADS AND LATERALS. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS AND ENCLOSED IN RISER BOX WITH WATER IN THE COVER.

HYDRANTS -- HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE VILLAGE OF PLEASANT PRAIRIE AND IN ACCORDANCE WITH FILE NO. 28 OF THE "STANDARD SPECIFICATIONS." THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES. HYDRANTS WITHIN THE FIRE LOOP TO BE PAINTED SOLID RED. HYDRANTS NOT IN THE LOOP, LOCATED PRIOR TO BOOSTER PUMP, TO BE PAINTED RED WITH A SILVER NOZZLE CAP AND OPERATING NUT.

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

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

- SANITARY SEWER SPECIFICATIONS --
  - PIPE -- SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.

BEDDING AND COVER MATERIAL -- BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATIONS." THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A). BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO ENSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OF BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE SUPPORT."

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

MANHOLES -- MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE.

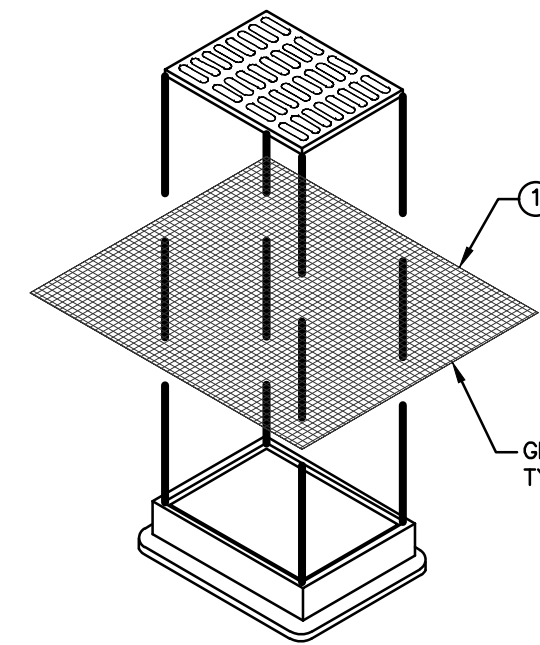
FRAME AND COVER SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE A CHIMNEY SEAL.

- SANITARY FORCE MAIN SPECIFICATIONS  
PIPE -- SANITARY FORCE MAIN MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D-2241-09 CLASS 160, WITH EITHER SOLVENT WELD OR ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-2241-09 CLASS 160.  
BEDDING AND COVER MATERIAL -- PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".  
BACKFILL -- BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
- WATER MAIN, SANITARY FORCE MAIN, AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).
- TRACER WIRE SHALL BE INSTALLED ALONG THE SANITARY SEWER SERVICE. THE TRACER WIRE SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 4-INCH PVC PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.
- ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
- THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRIE ENGINEERING DEPARTMENT 72-HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE INSPECTIONS.



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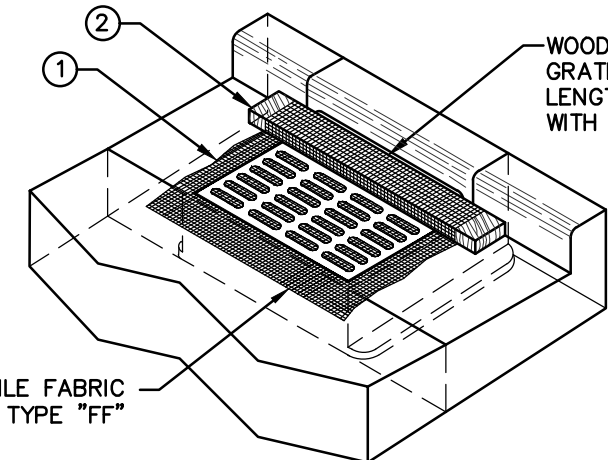
**INLET PROTECTION - TYPE 'B'**  
(WITHOUT CURB BOX)

**TYPE "B" INSTALLATION NOTES**

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3 INCHES OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHODS TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

**INLET PROTECTION**  
N.T.S.



**INLET PROTECTION - TYPE 'C'**  
(WITH CURB BOX)

**GENERAL NOTES**

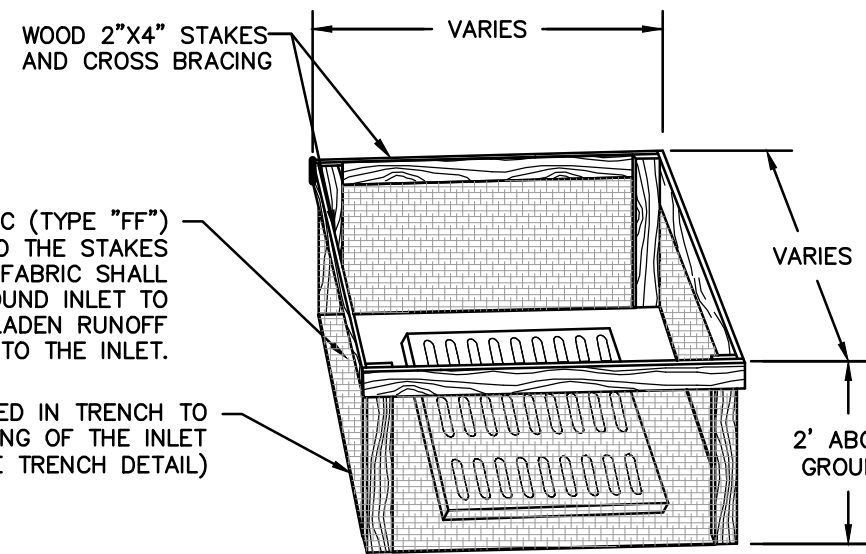
1. TYPE "FF" GEOTEXTILE FABRIC INLET PROTECTION SHALL BE SELECTED FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION'S PRODUCT ACCEPTABILITY (PAL) LIST. FABRIC INLET PROTECTION AND MANUFACTURED ALTERNATIVES SHALL BE IN COMPLIANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1060.

2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

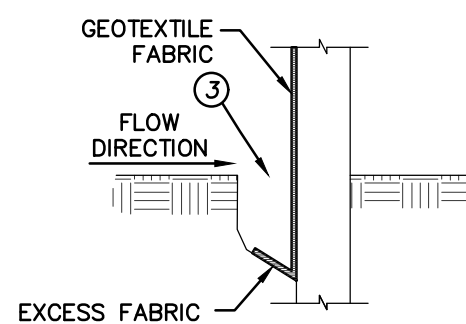
① FINISHED SIZE, INCLUDING FLAP POCKET WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

② FOR INLET PROTECTION, TYPE "C" (WITH CURB BOX), AN ADDITIONAL 18 INCHES OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

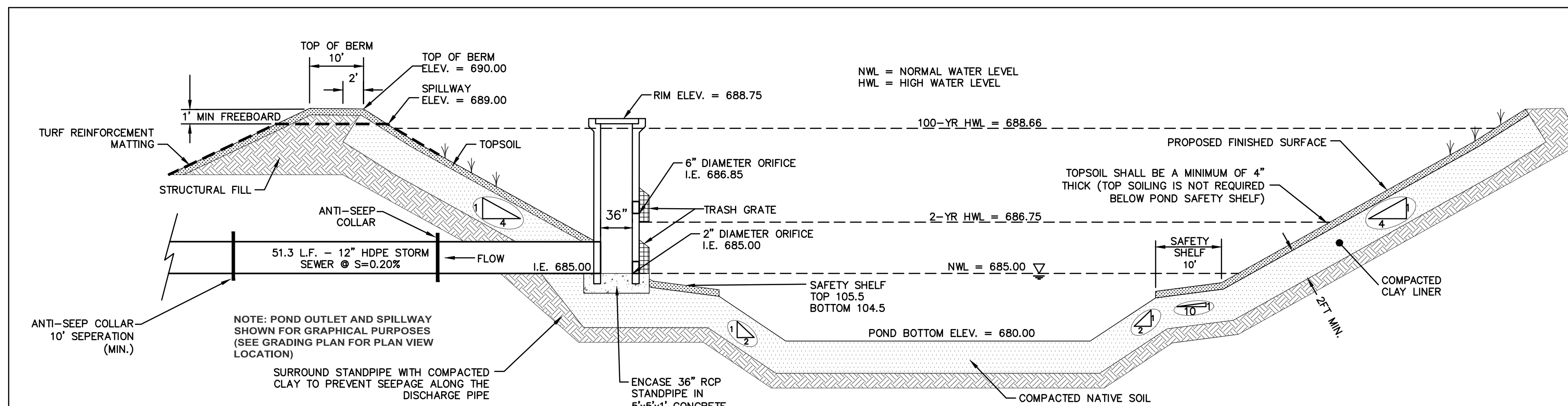
③ FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.



**INLET PROTECTION - TYPE 'A'**



**TRENCH DETAIL**



**CROSS-SECTION**  
N.T.S.

**GENERAL NOTES**

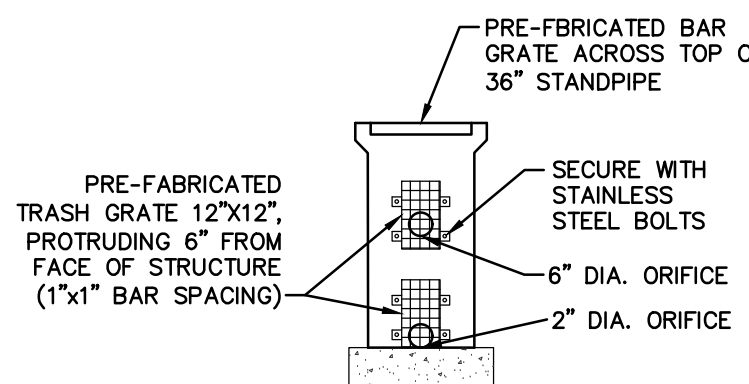
- ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "WDR WET DETENTION BASIN TECHNICAL STANDARD 1001".
- ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORMWATER MANAGEMENT PLAN FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
- OWNER OR CONTRACTOR MUST CONSULT LANDSCAPE ARCHITECT OR ECOLOGICAL PLANNING AGENCY FOR APPROPRIATE PLANTS AND PLANTING CONFIGURATIONS.
- CLAY LINER SHALL BE A MINIMUM OF 2-FEET THICK. CLAY SHALL BE COMPACTED AT ±2.0% OPTIMAL MOISTURE CONTENT TO 90% MODIFIED PROCTOR. MEDIUM STIFF TO STIFF CLAYS PRESENT ON SITE MAY BE USED AT THE DISCRETION OF THE GEOTECHNICAL ENGINEER OF RECORD.
- FOR CONSTRUCTED EMBANKMENTS WHERE THE PERMANENT POOL IS PONDED 3 FT OR MORE AGAINST THE EMBANKMENT, THERE SHALL BE A CORE TRENCH OR KEYWAY ALONG THE CENTERLINE OF THE EMBANKMENT UP TO THE PERMANENT POOL ELEVATION. THE CORE TRENCH OR KEYWAY SHALL BE A MINIMUM OF 2 FT DEEP AND 8 FT WIDE WITH A SIDE SLOPE OF 1:1 OR FLATTER.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER CONSTRUCTION PRACTICES HAVE BEEN UTILIZED AND THAT STORMWATER MANAGEMENT FEATURES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH APPROVED DESIGN PLANS. JSD, INC. SHALL NOT BE LIABLE FOR ANY CONSTRUCTION PRACTICES OR INSTALLATION WHICH DEVIATES FROM THE APPROVED PLAN SET. ONCE THE OWNER HAS PROVIDED FINAL APPROVAL TO THE WORK PERFORMED BY THE CONTRACTOR AND ENSURED COMPLIANCE WITH THE PLAN, IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN STORMWATER MANAGEMENT FEATURES IN ACCORDANCE WITH THE RECORDED MAINTENANCE AGREEMENT. PROPER OPERATION IS DEPENDENT ON A MULTITUDE OF VARIABLES INCLUDING WEATHER. THESE COMPONENTS REQUIRE ONGOING MAINTENANCE FOR WHICH THE OWNER IS RESPONSIBLE. JSD TAKES NO RESPONSIBILITY FOR PROPER OPERATION OF THE WATER QUALITY COMPONENTS.

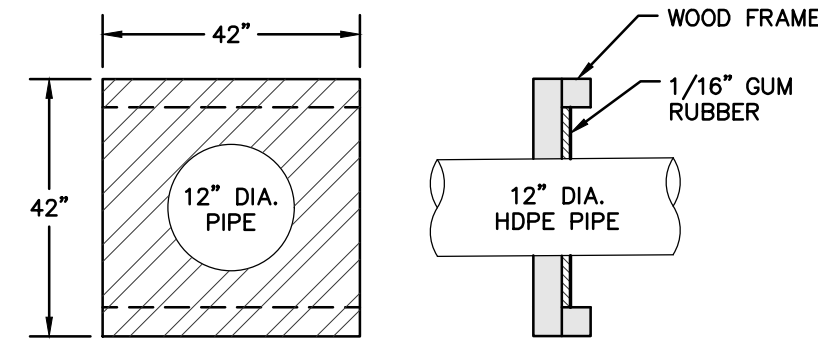
**NOTES**

- EXTEND TURF REINFORCEMENT MATTING 2' BELOW THE ELEVATION OF THE EMERGENCY SPILLWAY ON THE INSIDE OF THE POND.
- EXTEND TURF REINFORCEMENT MATTING TO THE TOE OF SLOPE ON THE OUTSIDE OF THE POND.

**EMERGENCY SPILLWAY DETAIL**  
N.T.S.

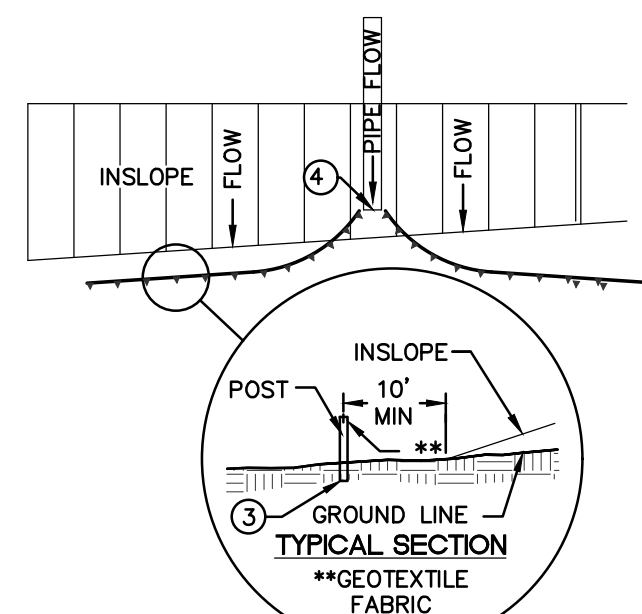


**OUTLET STRUCTURE DETAIL**  
N.T.S.



**GUM RUBBER ANTI-SEEP COLLAR**  
N.T.S.

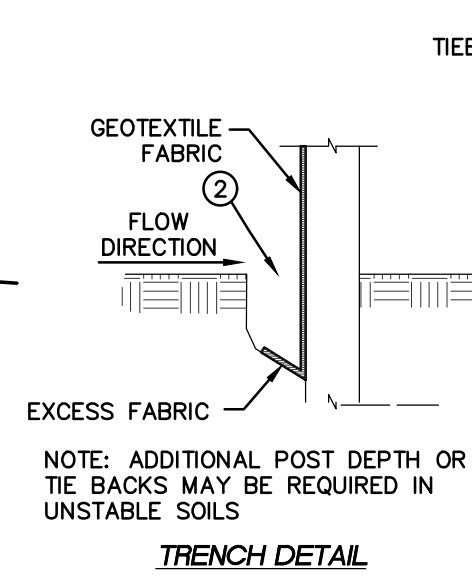
**STORMWATER DETENTION EAST POND 1P DETAIL**



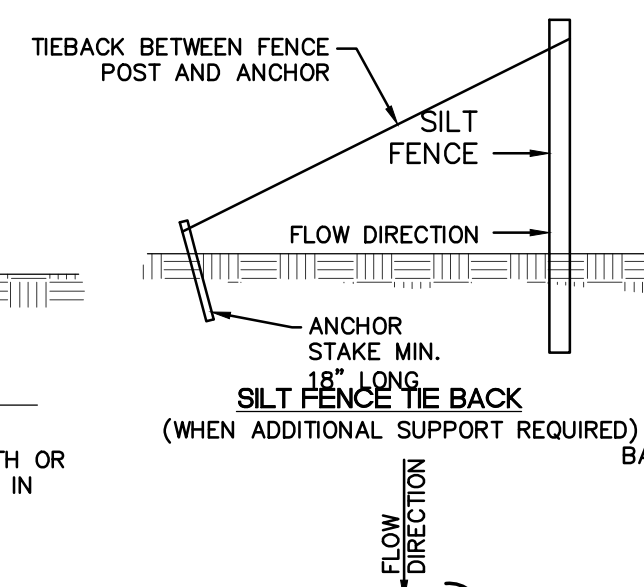
**SILTS FENCE ALONG SLOPES + OUTFALLS**

**GENERAL NOTES**

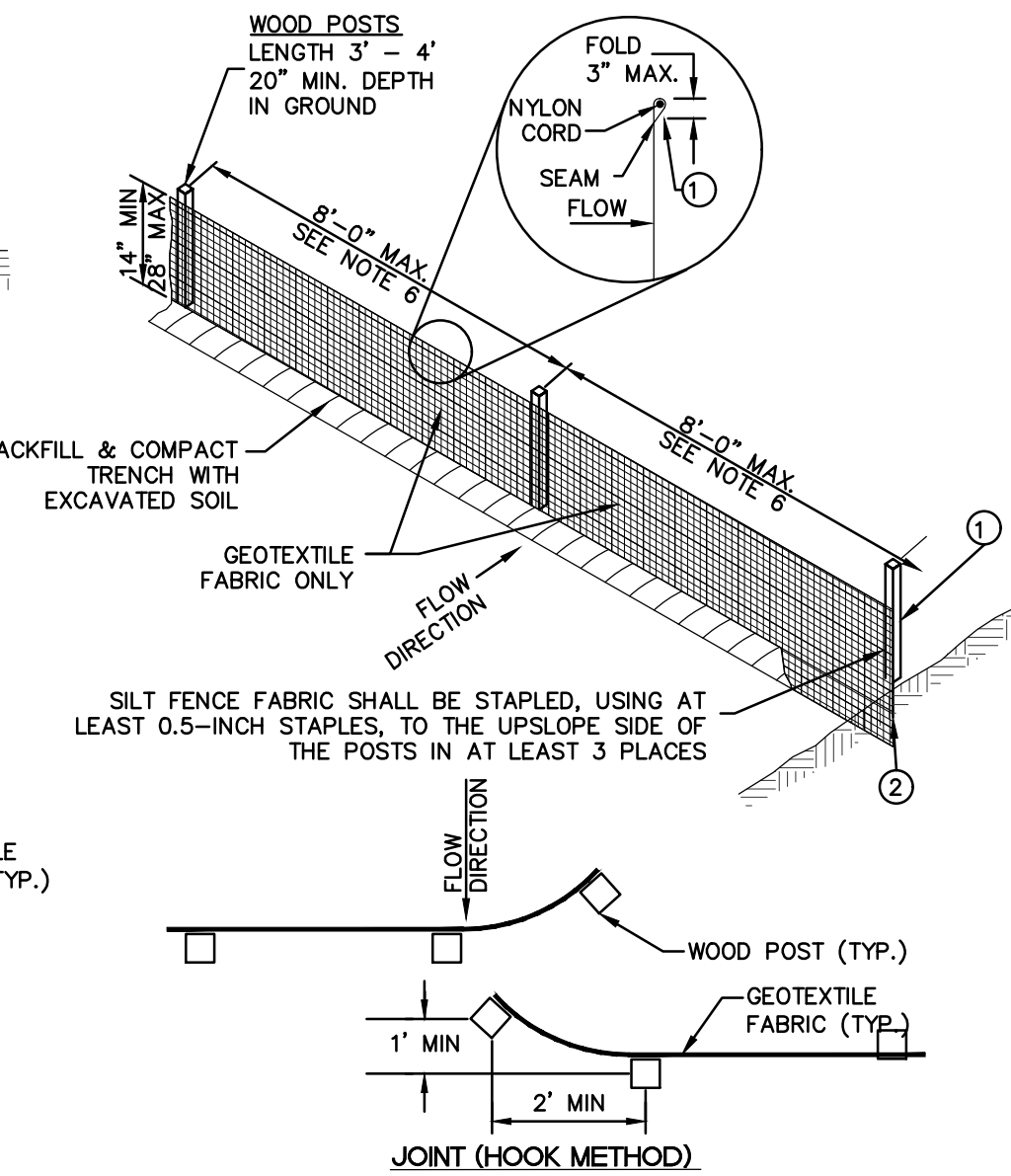
- SILTS FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 8-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
- FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
- SILTS FENCE TO EXTEND ABOVE THE TOP OF PIPE.
- SILTS FENCE CONSTRUCTION AND GEOTEXTILE FABRIC SHALL CONFORM TO WDR TECHNICAL STANDARD 1056.
- POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8- FEET FOR WOVEN & 3- FEET FOR NON-WOVEN)



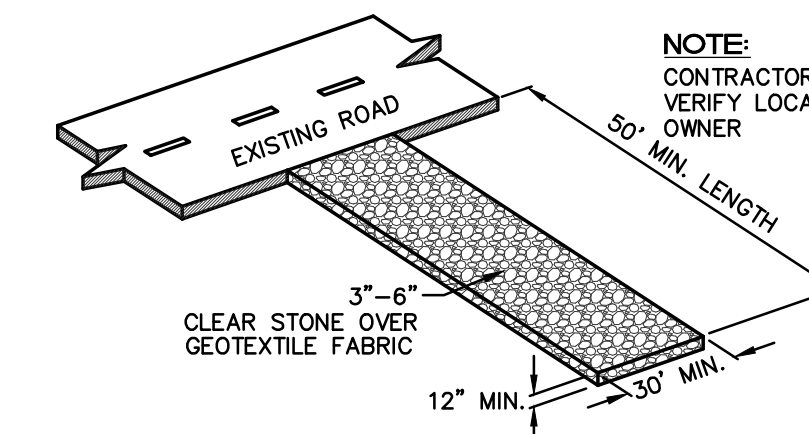
**TRENCH DETAIL**



**SILTS FENCE DETAIL**  
N.T.S.



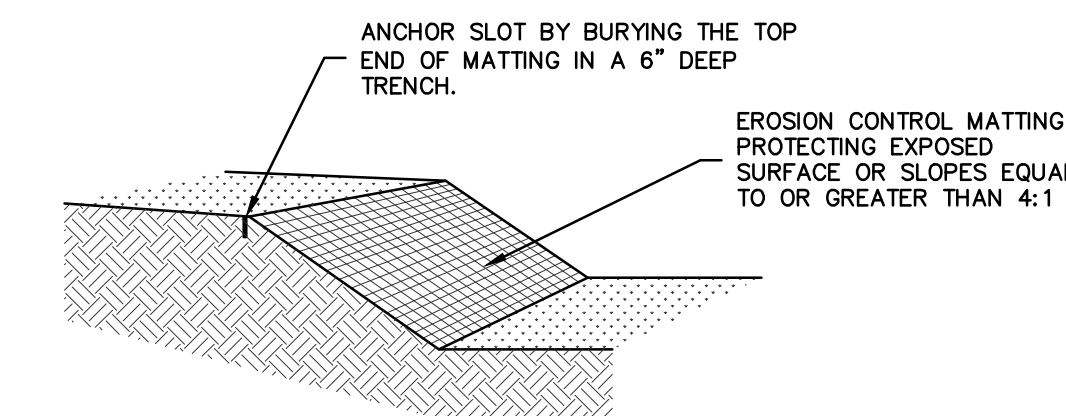
**SILTS FENCE DETAIL**  
N.T.S.



**GENERAL NOTES**

- TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
- THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6-INCH CLEAR OR WASHED STONE. ALL MATERIAL TO BE RETAINED ON A 3-INCH SIEVE.
- THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK. ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH W800 TYPE "R" GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
- THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM 50- FEET LONG.
- ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
- TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
- THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

**CONSTRUCTION ENTRANCE**  
N.T.S.



**NOTES:**

- PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MATTING, ALL ROCKS, DIRT CLODS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SHALL BE REMOVED.
- THE MATTING SHALL BE ANCHORED ALONG ITS ENTIRE PERIMETER WITH A 6"x6" ANCHOR TRENCH. AFTER MATTING IS LAID IN TRENCH, BACKFILL, AND COMPACT WITH SOIL OR GRAVEL.
- THE MATTING SHALL BE ANCHORED TO THE GROUND USING 10 GAUGE WIRE STAPLES, 6" IN LENGTH BY 1" WIDE WITH A COVERAGE NOT LESS THAN 1 STAPLE PER EVERY 4 SQUARE FEET OF MATTING.
- INSTALLATIONS SHALL ALSO BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED GUIDELINES.
- EROSION CONTROL MATTING SHALL BE ONE OF THE FOLLOWING:
  - JUTE MAT COMPOSED OF A JUTE YARN WEAVED IN A BASIC MANNER AND FREE OF ANY DYE AND HAVING A MINIMUM UNIT WEIGHT OF 2.7 LBS. PER SQ. YARD.
  - WOOD FIBER MAT COMPOSED OF WOOD FIBERS ENCASED IN A NETTING MADE OF NYLON, COTTON OR SIMILAR MATERIAL AND HAVING A MINIMUM UNIT WEIGHT OF 1.0 LBS. PER SQ. YARD.
  - SYNTHETIC WEBBING MAT MADE OF POLYVINYL CHLORIDE POLYPROPYLENE MONOFILAMENTS HAVING A MINIMUM UNIT WEIGHT OF 11 OUNCES PER SQ. YARD AND A MINIMUM TENSILE STRENGTH OF 25 LBS. IN ALL DIRECTIONS. (ASTM D-1682.64)
- MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL (0.5" OR MORE). BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
- STAPLES SHALL BE REMOVED FROM THE GROUND ONCE THE THREAT OF EROSION HAS PASSED AND PERMANENT VEGETATION HAS BEEN ESTABLISHED.

**EROSION CONTROL MAT**  
N.T.S.



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P. 262.513.0666



CLIENT ADDRESS:  
**N16W23217 STONE RIDGE DR. SUITE 120**  
**WAUKESHA, WI 53188**

PROJECT:  
**BREEZE TERRACE**  
**APARTMENTS**

PROJECT LOCATION:  
**VILLAGE OF PLEASANT PRAIRIE**  
**KENOSHA COUNTY, WISCONSIN**



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PLAN MODIFICATIONS:	
#	Description:
1.	3/15/18 PLAN COMMISSION

Design/Drawn:	APM
Approved:	RWI

SHEET TITLE:  
**SITE NOTES AND DETAILS**

SHEET NUMBER:  
**C5.1**

JSD PROJECT NO: 17-8209









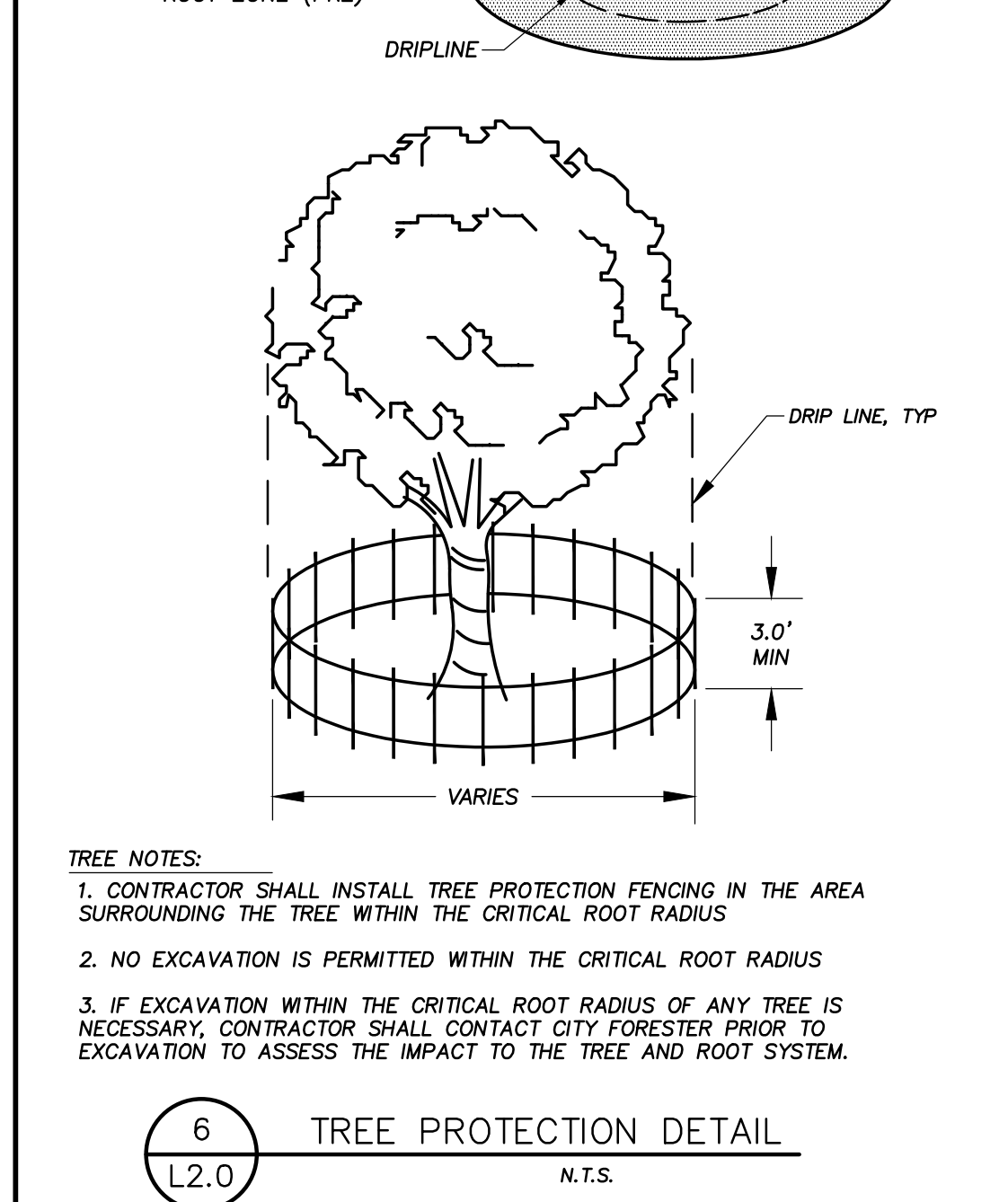
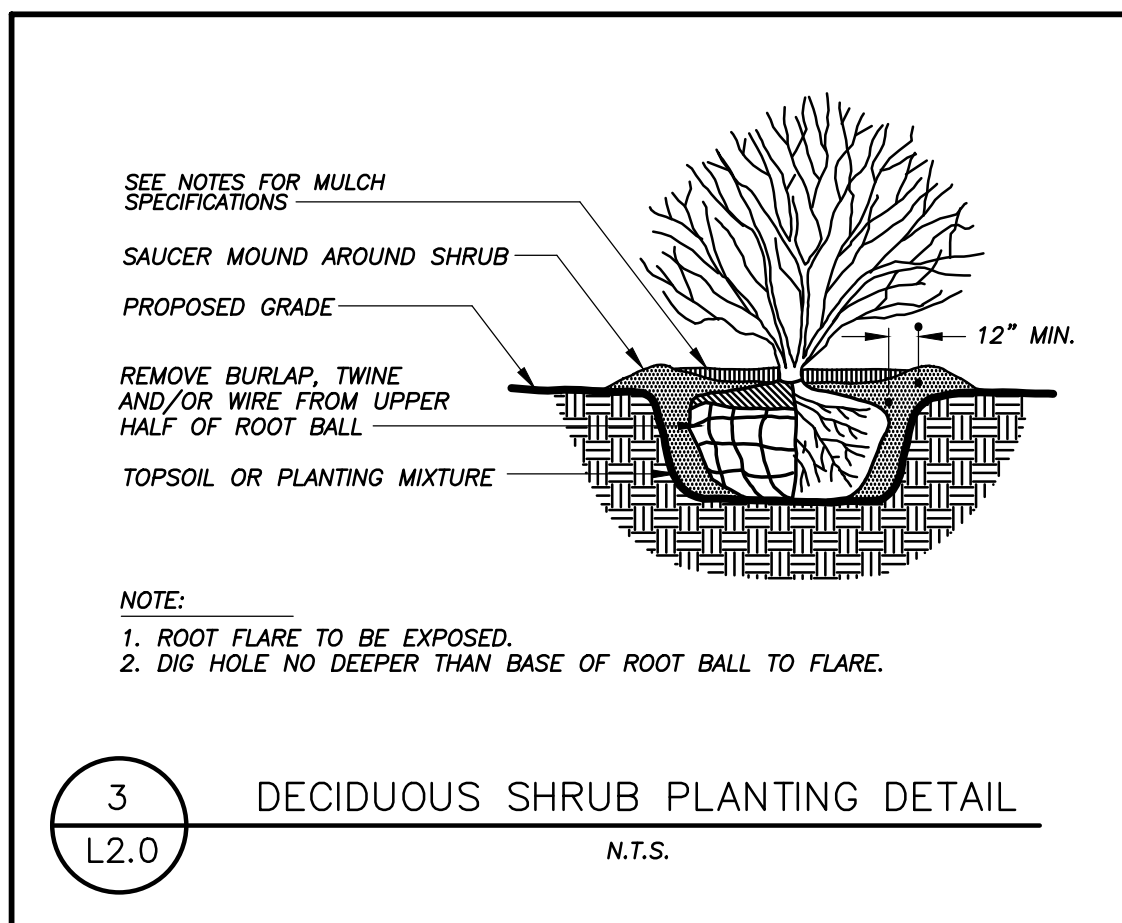
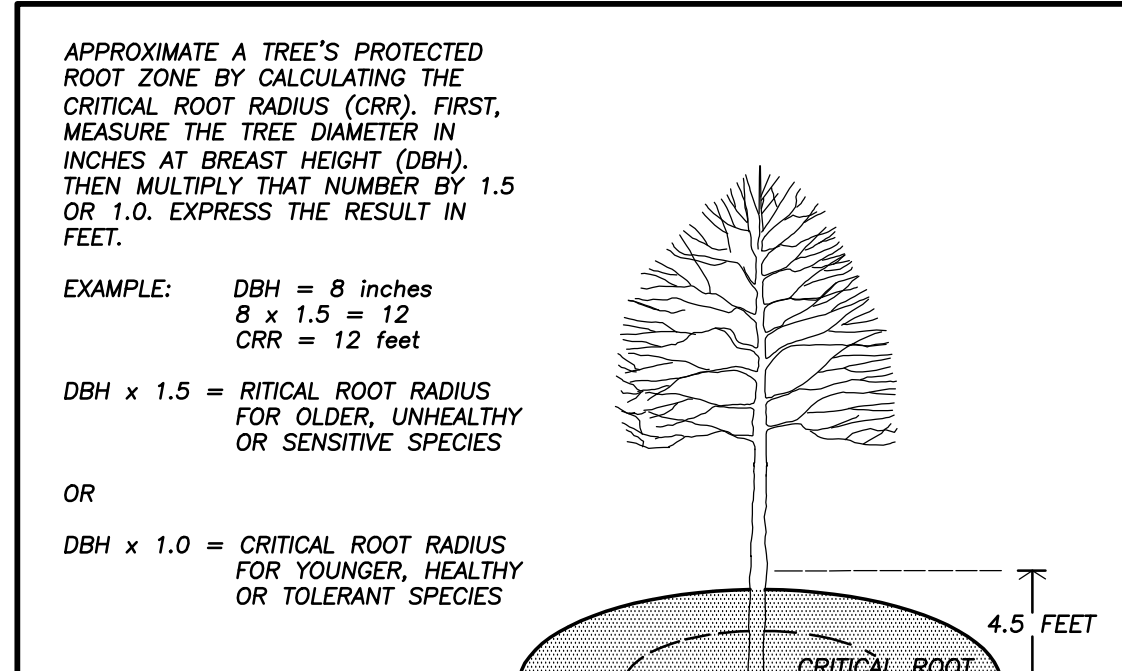
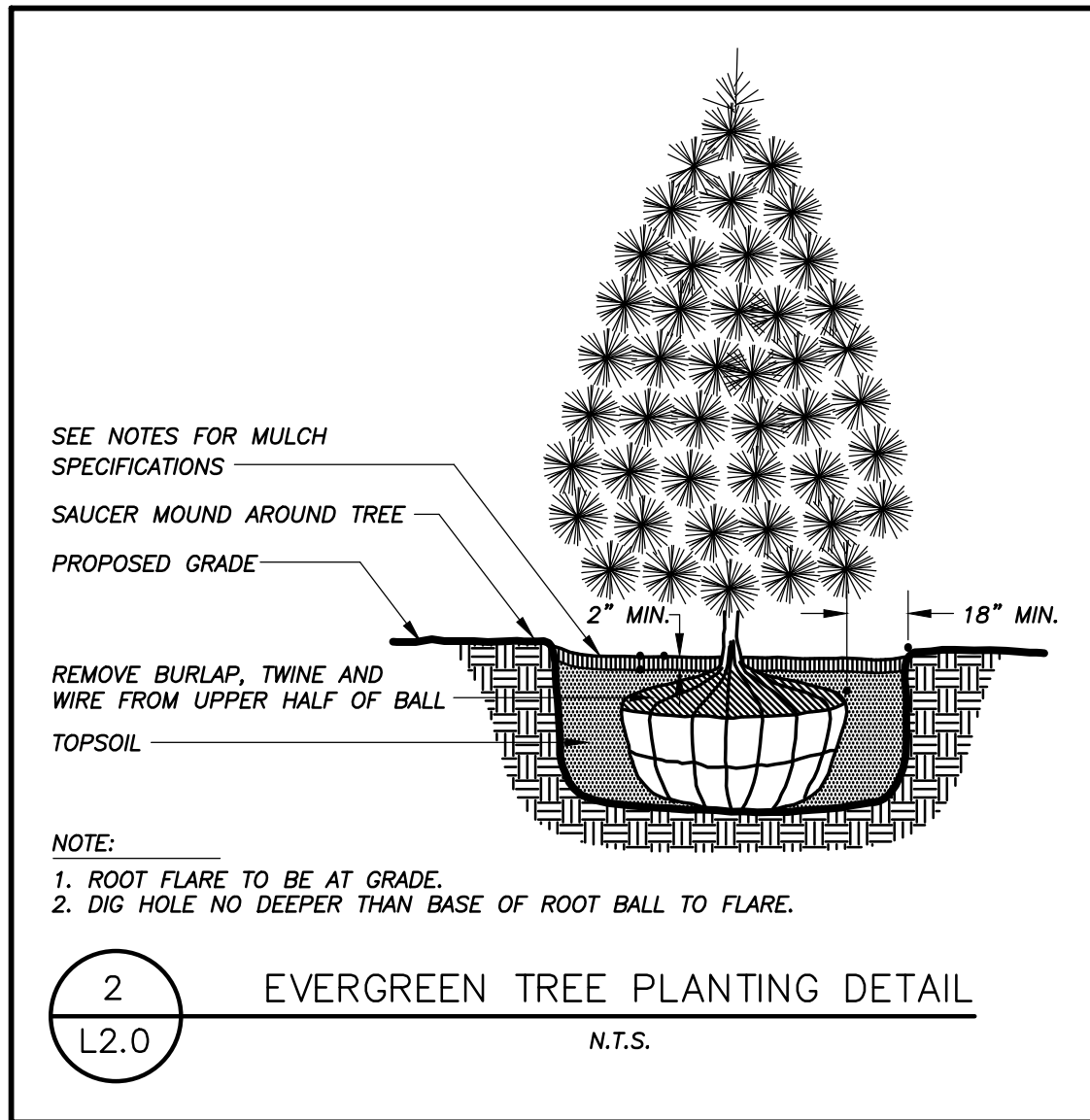
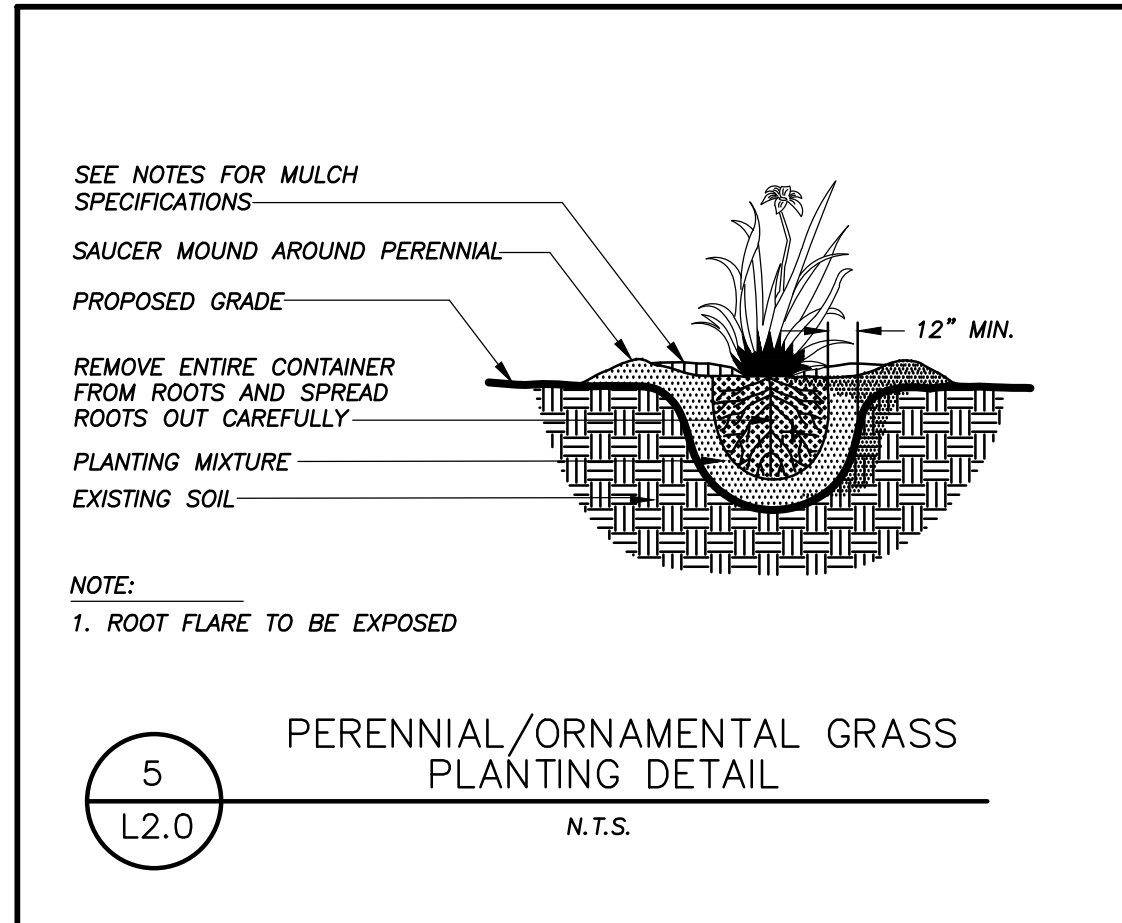
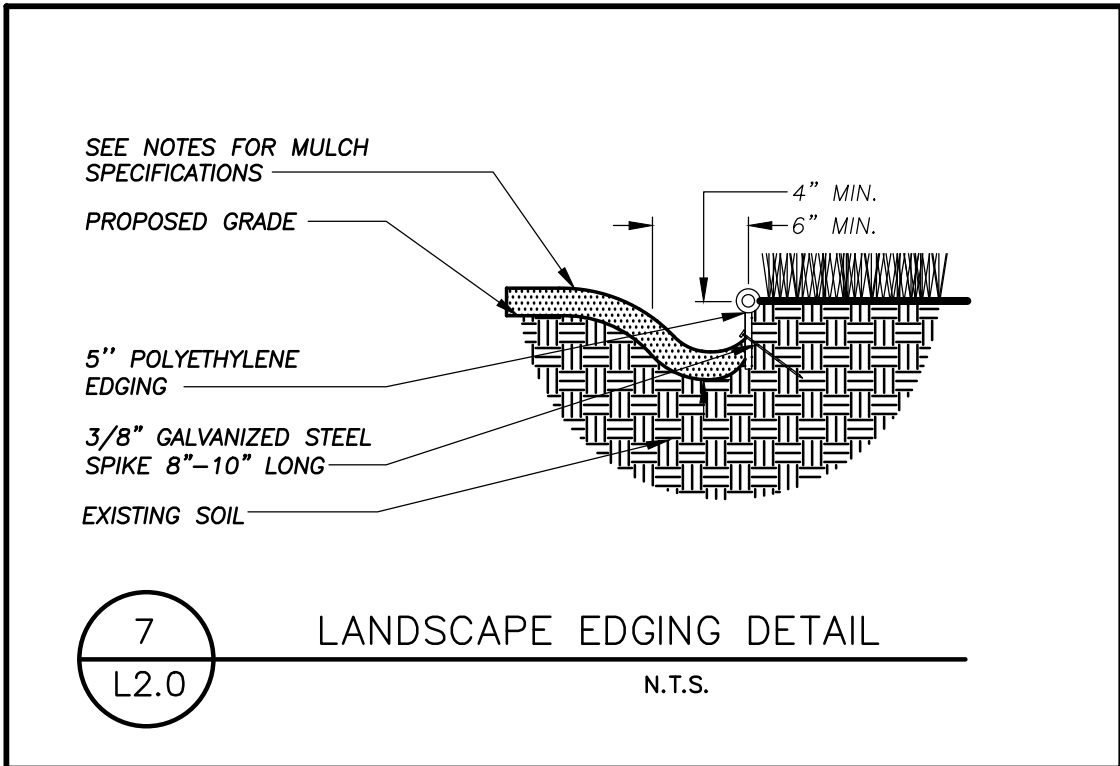
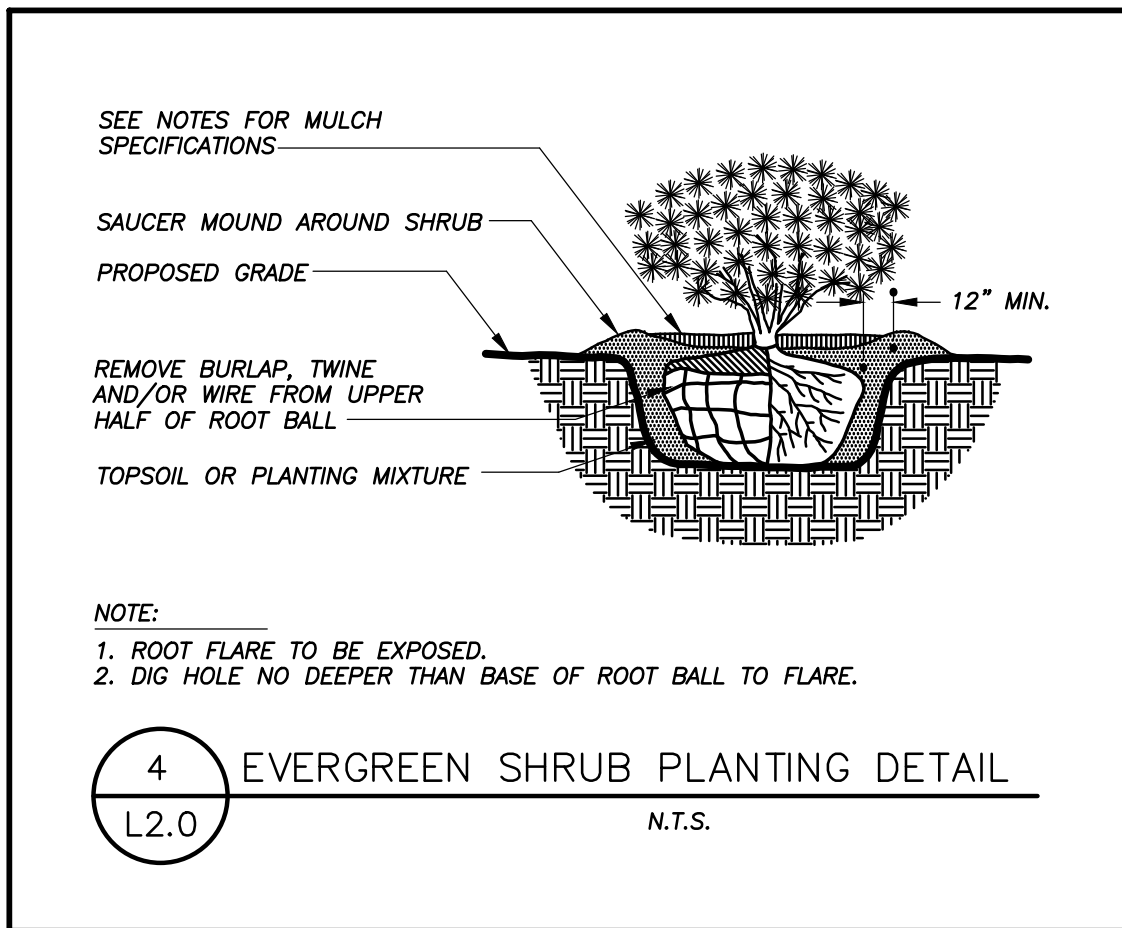
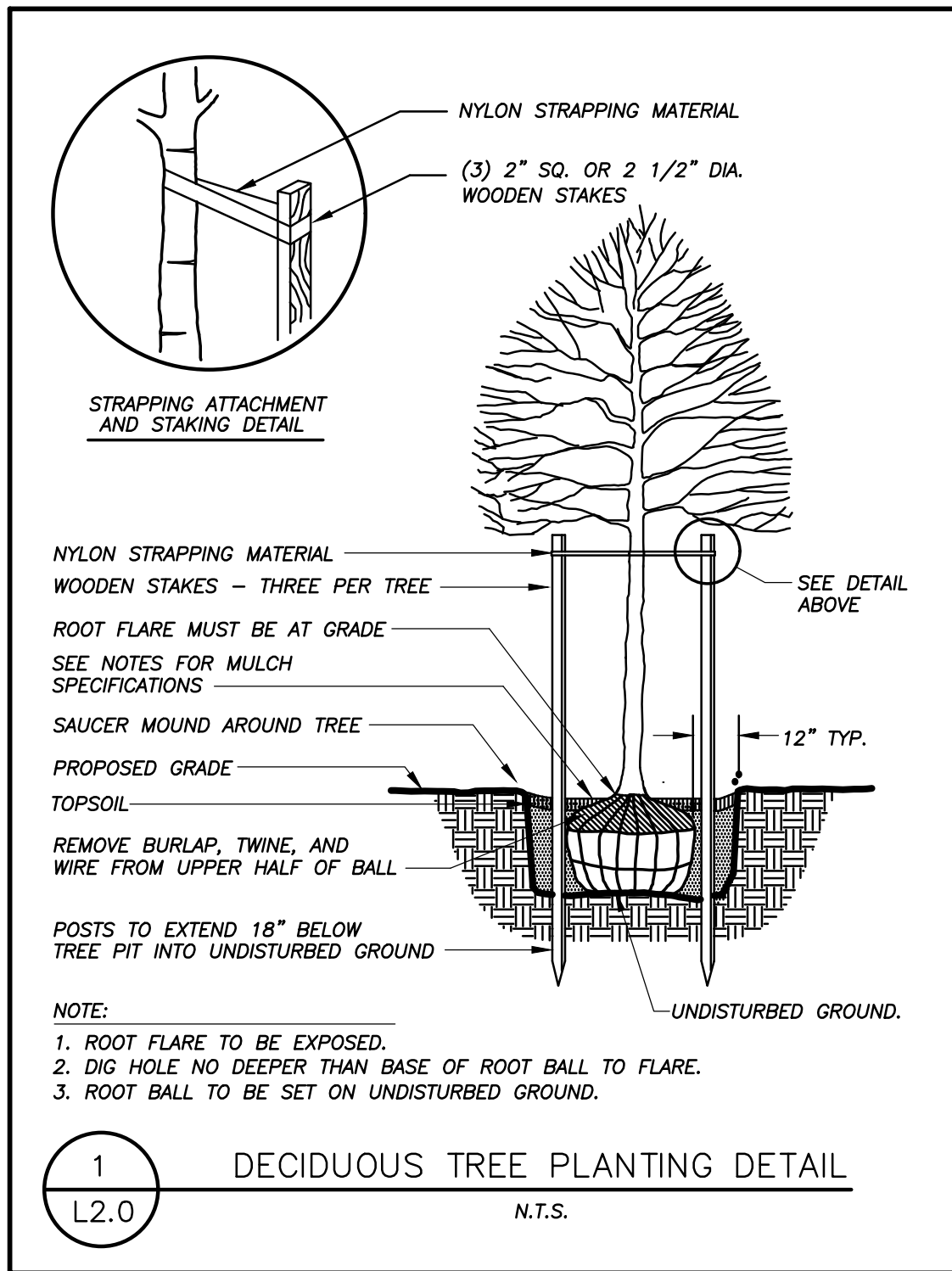












TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL	HT	SP	QTY
	ACE MOR	Acer saccharum 'Morton' / Crescendo Maple	B & B	2.5' Min. Cal.	45'	40'	3
	ACE SIE	Acer x freemanii 'Sienna' / Sienna Glen Maple	B & B	2' Min. Cal.	60'	40'	5
	CRA INE	Crataegus crus-galli 'Inermis' / Thornless Hawthorn	B & B	1.5' Min. Cal.	30'	35'	16
	MAL HAR	Malus x 'Harvest Gold' / Crab Apple	B & B	1.5' Min. Cal.	20'	20'	20
	MAL PRA	Malus x 'Prairifire' / Prairifire Crab Apple	B & B	1.5' Min. Cal.	20'	20'	16
	THU NIG	Thuja occidentalis 'Nigra' / American Arborvitae	B & B	6 ft Tall Min.	30'	10'	24
	ULM PRI	Ulmus americana 'Princeton' / American Elm	B & B	2.5' Min. Cal.	80'	60'	6
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT	CONT	HT	SP	QTY
	FOR COU	Forsythia x 'Coursasol' TM / Gold Tide Forsythia	2 gal	CONT	1.5'	3'	44
	FOT WIN	Fothergilla gardenii 'Windy City' / Windy City Fothergilla	3 gal	CONT	3.5'	3.5'	26
	HYD LQF	Hydrangea paniculata 'Little Quick Fire' / Little Quick Fire Hydrangea	3 gal	CONT	4'	4'	98
	HYD PIN	Hydrangea paniculata 'Pinky Winky' / Panicked Hydrangea	3 gal	CONT	8'	10'	4
	HYD SIK	Hydrangea quercifolia 'Sikes Dwarf' / Oakleaf Hydrangea	3 gal	CONT	3'	4'	74
GRASSES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CONT	HT	SP	QTY
	DES GOL	Deschampsia cespitosa 'Goldtau' / Gold Dew Tufted Hair Grass	#1	CONT	3'	2'	771
	MOL CAE	Molinia caerulea 'Moorhexe' / Moor Grass	#1	CONT	3'	2'	578
	SCH BLU	Schizachyrium scoparium 'Blue Heaven' / Blue Heaven Little Bluestem	#1	CONT	3'	2'	457

**GENERAL NOTES**

- GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-382-5544 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
- MATERIALS - PLANTS: ALL PLANTS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
- PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE TREAT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
- CLEANUP: DISPOSED OF EXCESS SOIL, REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL, BRANCHES, BINDING AND WRAPPING MATERIALS, REJECTED PLANTS, OR OTHER DEBRIS RESULTING FROM ANY PLANTING SHALL BE PROMPTLY CLEANED UP. ALL PLANTING WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.

**LANDSCAPE MATERIAL NOTES**

- MATERIALS - SOIL: PLANTING SOIL SHALL MEET THESE REQUIREMENTS:
  - A. PLANTING AREAS = 24"
  - B. TREE PITS = SEE DETAILS
- PLANTING SOIL TO BE A MINIMUM 24" DEPTH, UNLESS OTHERWISE SPECIFIED AS ABOVE OR ON DETAILS. TOPSOIL TO BE CLEAN, FRABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS. TOPSOIL SHALL HAVE A PH VALUE BETWEEN 6 AND 8. PLANTING SOIL SHALL BE TESTED TO CONFORM TO THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT; DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
- MATERIALS - SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH OVER ALL PLANTING AREAS. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE WISCONSIN REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
- MATERIALS - TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDING LAWN AREAS TO BE INSTALLED WITH A MINIMUM 5" DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 4 INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5" DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO FINISHED INSTALLATION OF TREE RING.
- MATERIALS - WEED BARRIER FABRIC: ALL DECORATIVE STONE MULCH PLANTING AREAS SHALL BE INSTALLED WITH WOVEN WEED BARRIER FABRIC. NO PLASTIC/IMPERVIOUS BARRIERS WILL BE PERMITTED. EXAMPLE: BLACK WOVEN, SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
- MATERIALS - EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING. OWNER'S REPRESENTATIVE SHALL APPROVE PRODUCT SPECIFICATION PROVIDED BY LANDSCAPE CONTRACTOR.
- MATERIALS - SOD: ALL AREAS SPECIFIED ON PLAN PER THESE NOTES: TURFGRASS SOD: CLASS OF TURFGRASS SOD SHALL BE PREMIUM GRADE APPROVED TURFGRASS SOD. ONLY IMPROVED TYPES OF SOD (ELITE) ARE ACCEPTABLE. TURFGRASS SOD WILL BE MACHINE CUT AT A UNIFORM THICKNESS OF 60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36-48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN ENDS WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH THAT THEY CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPORTED WHEN MOISTURE CONTENT IS EXCESSIVELY DRY OR WET, AS THIS MAY ADVERSELY AFFECT ITS SURVIVAL. POST-PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR SHALL WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPORTED WITH A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO .5 INCH ALLOWABLE (UNCOMPRESSED). TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL-BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS. THE SOD SUPPLIER SHALL MAKE RECOMMENDATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.
- MATERIALS - SEED: ALL AREAS SPECIFIED ON PLAN PER THESE NOTES: INFILTRATION BASIN AREAS SHALL BE SEEDED WITH AGROCOL'S 'RAINWATER RENEWAL SEED MIX' WITH THE ADDITIONAL SPECIES AS INDICATED ON THE PLAN OR EQUIVALENT AS APPROVED BY OWNERS REPRESENTATIVE. INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION, AREAS SHALL BE SEEDED WITH ANNUAL RYE AT A RATE OF 3 LBS PER ACRE.

**CONTRACTOR AND OWNER RESPONSIBILITY NOTES**

- GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A TWO (2)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
- CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDING AREAS AND SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT DETECTED SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
- MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.



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CLIENT ADDRESS:  
N16W23217 STONE RIDGE DR. SUITE 120  
WAUKESHA, WI 53188

PROJECT:  
**BREEZE TERRACE APARTMENTS**

PROJECT LOCATION:  
**VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**



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#	Date	Description
1.	03-14-18	PLANNING COMMISSION

Design/Drawn: KAS  
Approved: RWI

SHEET TITLE:  
**LANDSCAPE NOTES, DETAILS, & SPECIFICATIONS**

SHEET NUMBER:  
**L2.0**

JSD PROJECT NO: 17-8209



SIZE, LOCATION, AND SPECIES OF TREES PROPOSED TO BE REMOVED

TREE ID	NORTHING	EASTING	DBH	SPECIES
6013	195687.1325	554436.2595	4	BOX ELDER
6067	195442.1318	554438.5678	4	BOX ELDER
6076	195416.2356	554462.3316	4	BOX ELDER
6085	195506.016	554484.4329	4	BOX ELDER
6116	195457.3965	554520.1176	4	BOX ELDER
6122	195411.6059	554515.4395	4	BOX ELDER
6165	195449.7081	554607.0412	4	BOX ELDER
6176	195478.5343	554620.0738	4	BOX ELDER
6200	195456.9256	554663.0509	4	BOX ELDER
6209	195451.0926	554694.0012	4	BOX ELDER
6213	195476.6264	554680.6459	4	BOX ELDER
6218	195466.1228	554707.6654	4	BOX ELDER
6252	195432.8243	554736.6572	4	BOX ELDER
6262	195370.6067	554733.505	4	BOX ELDER
6263	195365.2406	554752.6062	4	BOX ELDER
6297	195181.9642	554703.373	4	BOX ELDER
6299	195171.067	554713.9375	4	BOX ELDER
6300	195177.7329	554714.1903	4	BOX ELDER
6053	195511.4107	554423.2523	4	SHAGBARK HICKORY
6060	195488.8976	554426.156	4	SHAGBARK HICKORY
6014	195683.4339	554428.527	4	WHITE MULBERRY
6112	195489.6651	554524.3354	4	BLACK CHERRY
6257	195401.3068	554748.3619	4	BLACK CHERRY
6271	195393.2894	554775.3635	4	BLACK CHERRY
6302	195145.3604	554718.504	4	BLACK CHERRY
6232	195380.9384	554694.1076	4	BUR OAK
6071	195426.8272	554427.4415	4	RED OAK
6072	195412.1179	554437.127	4	RED OAK
6191	195437.1066	554615.1931	4	RED OAK
6229	195417.7988	554708.91	4	RED OAK
6254	195412.5033	554752.5468	4	RED OAK
6256	195406.2814	554749.5901	4	RED OAK
6292	195366.7671	554800.7305	4	RED OAK
6064	195466.1855	554431.9599	4	COMMON BUCKTHORN
6079	195412.7633	554468.6832	4	COMMON BUCKTHORN
6216	195459.7603	554692.2908	6	NORWAY SPRUCE
6246	195465.9871	554739.7071	6	NORWAY SPRUCE
6172	195463.4532	554608.8505	6	BOX ELDER
6059	195491.8517	554429.9502	6	BOX ELDER
6068	195434.6981	554437.5836	6	BOX ELDER
6070	195431.4836	554440.8303	6	BOX ELDER
6074	195411.9517	554450.4124	6	BOX ELDER
6115	195468.9603	554524.6932	6	BOX ELDER
6117	195471.2175	554512.3121	6	BOX ELDER
6169	195459.1483	554609.2663	6	BOX ELDER
6170	195465.7632	554620.2999	6	BOX ELDER
6173	195460.426	554616.0531	6	BOX ELDER
6185	195469.5058	554631.8267	6	BOX ELDER
6186	195460.8821	554631.9842	6	BOX ELDER
6187	195459.7565	554627.6162	6	BOX ELDER
6196	195416.902	554658.8295	6	BOX ELDER
6202	195471.511	554647.9628	6	BOX ELDER
6207	195428.1911	554670.0599	6	BOX ELDER
6217	195465.7389	554702.0356	6	BOX ELDER
6227	195423.2336	554716.6063	6	BOX ELDER
6253	195423.7597	554751.812	6	BOX ELDER
6260	195379.5827	554746.3291	6	BOX ELDER
6266	195354.884	554734.5399	6	BOX ELDER
6267	195342.4704	554734.8686	6	BOX ELDER
6287	195431.4238	554789.9485	6	BOX ELDER
6293	195220.5796	554699.762	6	BOX ELDER
6295	195177.6119	554722.4918	6	BOX ELDER
6298	195172.521	554710.343	6	BOX ELDER
6304	195108.3076	554722.407	6	BOX ELDER
6054	195505.1197	554421.4473	6	SHAGBARK HICKORY
6248	195460.1707	554770.0594	6	SHAGBARK HICKORY
6111	195496.3727	554525.7693	6	BLACK CHERRY
6114	195475.4777	554521.9152	6	BLACK CHERRY
6234	195370.742	554704.0603	6	BLACK CHERRY
6236	195365.2324	554711.3508	6	BLACK CHERRY
6237	195371.5279	554704.0788	6	BLACK CHERRY
6239	195389.8371	554718.2145	6	BLACK CHERRY
6258	195397.2644	554754.073	6	BLACK CHERRY
6259	195384.8121	554756.7895	6	BLACK CHERRY
6270	195381.0526	554773.2799	6	BLACK CHERRY
6303	195136.6637	554738.8225	6	BLACK CHERRY
6211	195466.591	554680.2652	6	RED OAK
6255	195399.7311	554755.702	6	RED OAK
6272	195402.8847	554787.8893	6	RED OAK
6273	195399.9515	554798.2454	6	RED OAK
6291	195364.9763	554798.8845	6	RED OAK
6305	195104.4179	554733.1077	6	RED OAK
6125	195429.9386	554546.3015	6	COMMON BUCKTHORN
6206	195432.1125	554675.5785	6	ARBORVITAE
6199	195461.7817	554659.4435	6	AMERICAN ELM
6231	195425.6926	554699.5631	6	AMERICAN ELM
6214	195470.9345	554686.4436	8	NORWAY SPRUCE
6245	195457.9229	554751.1762	8	NORWAY SPRUCE
6289	195455.5923	554774.4161	8	NORWAY SPRUCE
6049	195535.5487	554452.4972	8	WHITE PINE
6011	195704.341	554435.9732	8	BOX ELDER
6052	195515.3534	554436.793	8	BOX ELDER
6055	195504.9291	554436.8516	8	BOX ELDER
6056	195500.1467	554438.0523	8	BOX ELDER
6063	195470.3003	554440.9843	8	BOX ELDER
6065	195475.8813	554449.5343	8	BOX ELDER
6066	195449.2372	554451.2906	8	BOX ELDER
6073	195416.1462	554446.047	8	BOX ELDER

TREE ID	NORTHING	EASTING	DBH	SPECIES
6075	195411.1093	554453.6487	8	BOX ELDER
6080	195438.1919	554476.0086	8	BOX ELDER
6081	195446.5269	554466.3826	8	BOX ELDER
6083	195490.6608	554474.3604	8	BOX ELDER
6113	195477.5783	554514.5985	8	BOX ELDER
6123	195438.2691	554535.6465	8	BOX ELDER
6168	195460.6239	554606.2058	8	BOX ELDER
6174	195470.5635	554623.6093	8	BOX ELDER
6175	195475.3202	554618.0764	8	BOX ELDER
6183	195471.1871	554640.9823	8	BOX ELDER
6184	195472.3348	554634.3033	8	BOX ELDER
6203	195481.2335	554642.929	8	BOX ELDER
6228	195422.5857	554721.0635	8	BOX ELDER
6265	195357.3622	554739.658	8	BOX ELDER
6286	195438.325	554795.3173	8	BOX ELDER
6296	195182.063	554705.1955	8	BOX ELDER
6269	195382.1843	554764.6069	8	SILVER MAPLE
6226	195431.9552	554723.4452	8	SHAGBARK HICKORY
6240	195401.1749	554727.2591	8	SHAGBARK HICKORY
6288	195448.6574	554779.0852	8	SHAGBARK HICKORY
6077	195421.0429	554459.815	8	BLACK CHERRY
6220	195457.3293	554698.1141	8	BLACK CHERRY
6233	195370.8533	554697.2487	8	BLACK CHERRY
6261	195377.1248	554742.4881	8	BLACK CHERRY
6268	195365.8998	554754.3442	8	BLACK CHERRY
6301	195160.2748	554715.9615	8	BLACK CHERRY
6050	195523.9506	554443.2794	8	BUR OAK
6198	195441.7194	554658.7921	8	RED OAK
6193	195433.3574	554641.2777	8	ARBORVITAE
6241	195445.6115	554724.5191	8	ARBORVITAE
6244	195459.5168	554750.7513	8	ARBORVITAE
6249	195441.547	554753.7973	9	ARBORVITAE
6247	195465.4349	554748.9477	10	NORWAY SPRUCE
6057	195512.249	554447.4333	10	BOX ELDER
6084	195485.9624	554486.7856	10	BOX ELDER
6182	195468.9526	554633.4472	10	BOX ELDER
6188	195441.8874	554633.4436	10	BOX ELDER
6222	195437.1707	554704.4833	10	BOX ELDER
6264	195361.8948	554749.8473	10	COTTONWOOD
6061	195492.892	554446.265	10	BLACK CHERRY
6103	195512.2755	554502.519	10	BLACK CHERRY
6104	195509.8139	554508.6991	10	BLACK CHERRY
6105	195512.0138	554506.2569	10	BLACK CHERRY
6215	195475.1978	554697.3737	10	BLACK CHERRY
6219	195454.0032	554713.1714	10	BLACK CHERRY
6223	195425.6446	554704.4789	10	BLACK CHERRY
6224	195430.0026	554709.8814	10	BLACK CHERRY
6235	195359.3198	554700.4753	10	BLACK CHERRY
6230	195414.411	554705.9519	10	RED OAK
6243	195450.4046	554735.9586	10	ARBORVITAE
6078	195421.9561	554466.7191	12	BOX ELDER
6121	195414.7694	554505.6805	12	BOX ELDER
6088	195517.3332	554471.4052	12	SILVER MAPLE
6120	195414.6593	554509.527	12	SILVER MAPLE
6124	195421.1987	554535.7144	12	SILVER MAPLE
6058	195502.1071	554445.3631	12	BLACK CHERRY
6238	195373.5931	554717.2801	12	BLACK CHERRY
6285	195440.0489	554793.769	12	BLACK CHERRY
6212	195474.5531	554677.7876	12	RED OAK
6282	195449.0579	554780.096	12	RED OAK
6194	195423.2937	554645.6779	12	ARBORVITAE
6221	195444.4984	554717.3641	12	ARBORVITAE
6242	195436.0429	554744.8307	12	ARBORVITAE
6251	195434.6601	554743.2135	14	SHAGBARK HICKORY
6225	195433.086	554715.1842	14	BLACK CHERRY
6201	195467.6644	554672.5369	14	RED OAK
6210	195455.709	554693.2358	14	RED OAK
6069	195440.4596	554436.1493	16	BOX ELDER
6118	195471.9258	554511.7863	16	BOX ELDER
6110	195487.2436	554535.8878	16	BUR OAK
6316	195045.6595	553954.4041	18	BOX ELDER
6315	195056.4709	553947.1553	18	SHAGBARK HICKORY
6317	195047.715	553934.5411	18	BUR OAK
6205	195435.0087	554675.3104	18	RED OAK
6250	195446.6212	554739.1918	20	BOX ELDER
6062	195484.9298	554446.9606	20	BLACK CHERRY
6082	195477.1069	554472.514	20	BUR OAK
6190	195442.765	554627.4575	20	RED OAK
6208	195429.3772	554685.2924	22	BOX ELDER
6314	195076.8529	553944.7291	22	SILVER MAPLE
6189	195447.3032	554637.0808	22	RED OAK
6204	195446.8536	554671.9971	22	RED OAK
6192	195435.9053	554635.24	24	BUR OAK
6197	195425.695	554663.1107	24	RED OAK
6283	195433.8097	554784.5951	24	RED OAK
6195	195418.3644	554640.5679	30	RED OAK
6284	195446.1718	554790.2153	30	RED OAK
6294	195199.3359	554723.4326	32	COTTONWOOD
6051	195528.1349	554438.745	36	SILVER MAPLE
6119	195442.8846	554501.4457	36	BUR OAK

A TOTAL OF 188 TREES PROPOSED TO BE REMOVED FOR THE PROJECT.  
TREES SURVEYED BY K. SHERFINSKI OF HELIANTHUS LLC ON MARCH 11, 2018.



CREATE THE VISION TELL THE STORY

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KENOSHA | APPLETON | WAUSAU

MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE ROAD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
P. 262.513.0666



CLIENT ADDRESS:  
N16W23217 STONE RIDGE DR. SUITE 120  
WAUKESHA, WI 53188

PROJECT:  
BREEZE TERRACE  
APARTMENTS

PROJECT LOCATION:  
VILLAGE OF PLEASANT PRAIRE  
KENOSHA COUNTY, WISCONSIN



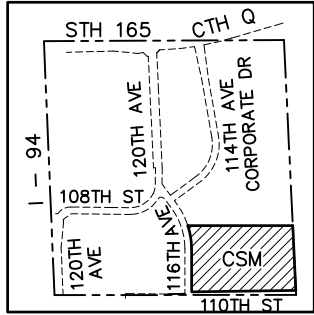
Call 811 or (800) 242-8511  
Milwaukee Area (262) 432-7910  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com

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**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



**LOCATION MAP**  
NW 1/4 SEC 30-1-22  
SCALE: 1"=2000'

**PREPARED FOR:**  
INTERSTATE PARTNERS WI II LLC  
N16 W23217 STONE RIDGE DRIVE  
SUITE 120  
WAUKESHA, WI 53188

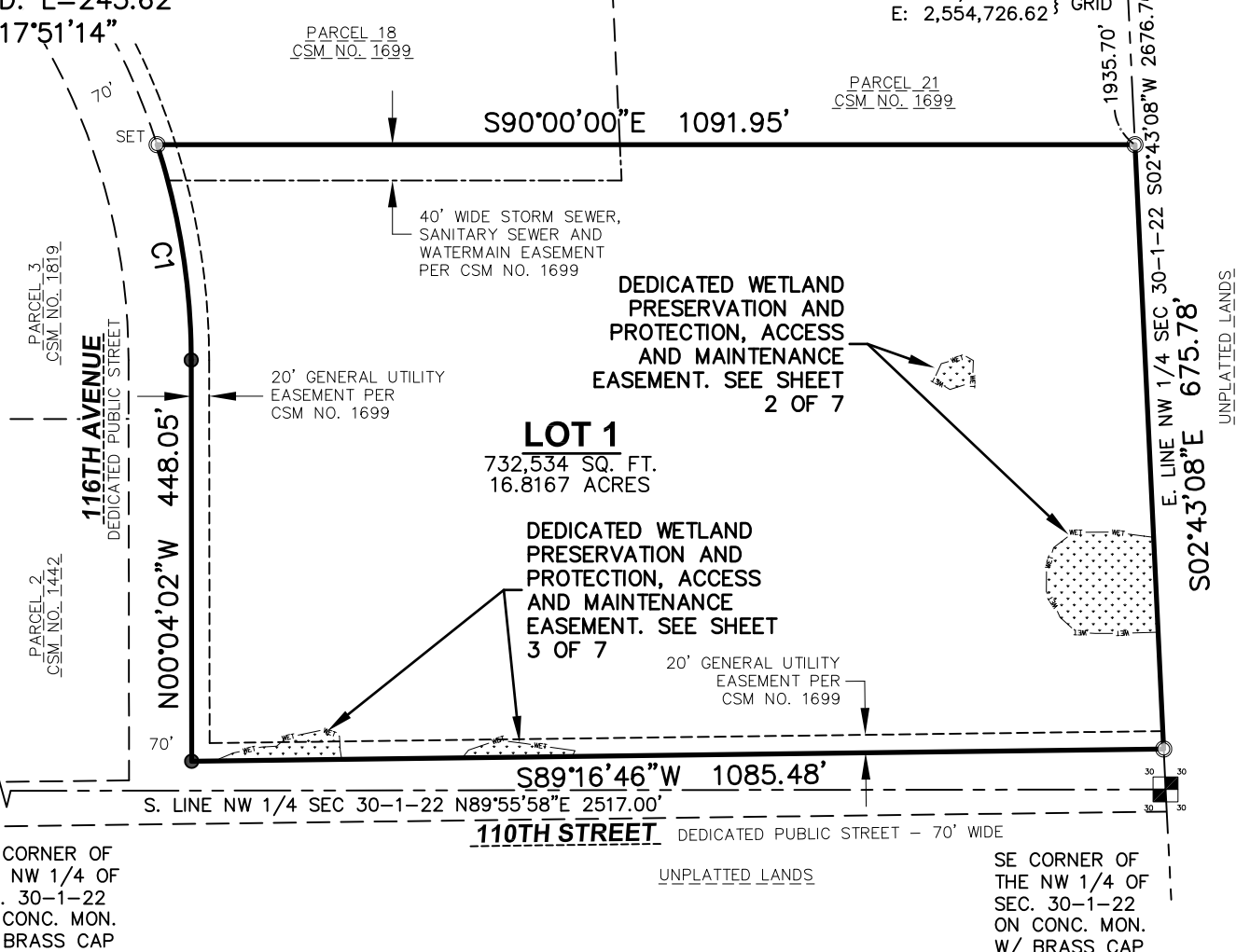
**PREPARED BY:**

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE RD., SUITE 100  
WAUKESHA, WISCONSIN 53188  
262.513.0666 PHONE | 262.513.1232 FAX

**NOTE:** CERTIFIED SURVEY MAP NO. 1699 WAS RECORDED IN KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON AUGUST 3, 1993 IN VOLUME 1609 OF RECORDS, PAGES 129-132, AS DOCUMENT NO. 934874.

C1  
ARC=244.61'  
RAD=750.00'  
CRD. BRG.=N08°59'39"W  
CHD. L=243.62'  
Δ=17°51'14"

NE CORNER OF THE NW 1/4 OF SEC. 30-1-22 ON CONC. MON. W/ BRASS CAP  
N: 197,703.13  
E: 2,554,726.62 } GRID



SW CORNER OF THE NW 1/4 OF SEC. 30-1-22 ON CONC. MON. W/ BRASS CAP

SE CORNER OF THE NW 1/4 OF SEC. 30-1-22 ON CONC. MON. W/ BRASS CAP



**LEGEND:**

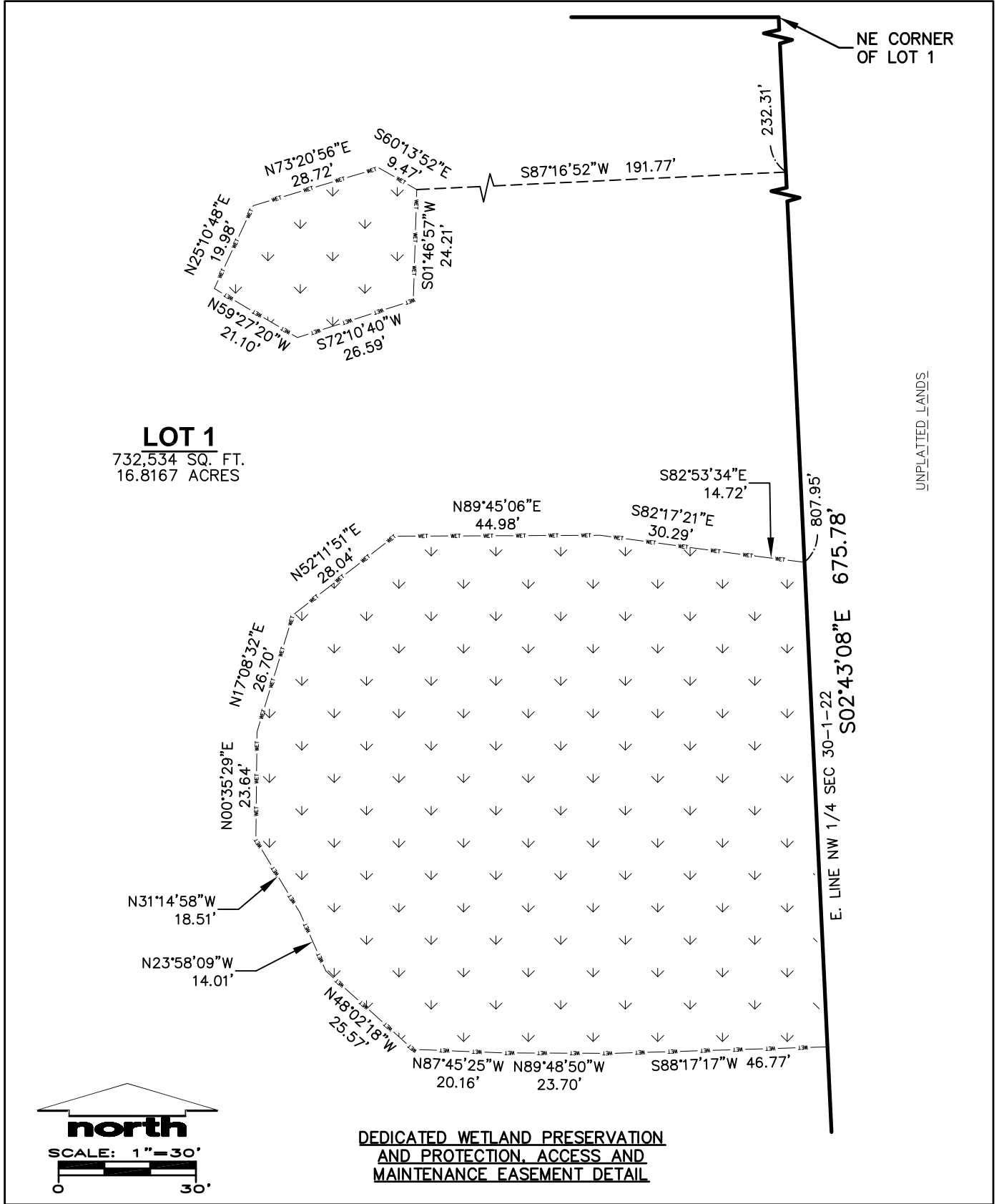
- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" IRON REBAR FOUND & ACCEPTED
- SET 1"X18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.

**BEARING BASIS**  
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, WAS USED AS SOUTH 02°43'08" EAST  
PROJECT CONVERSION FACTOR: GRID/1.00002087 = GROUND  
SUBJECT TO EASEMENTS OF RECORD.  
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.  
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS \_\_\_\_\_ DAY OF MARCH, 2018  
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

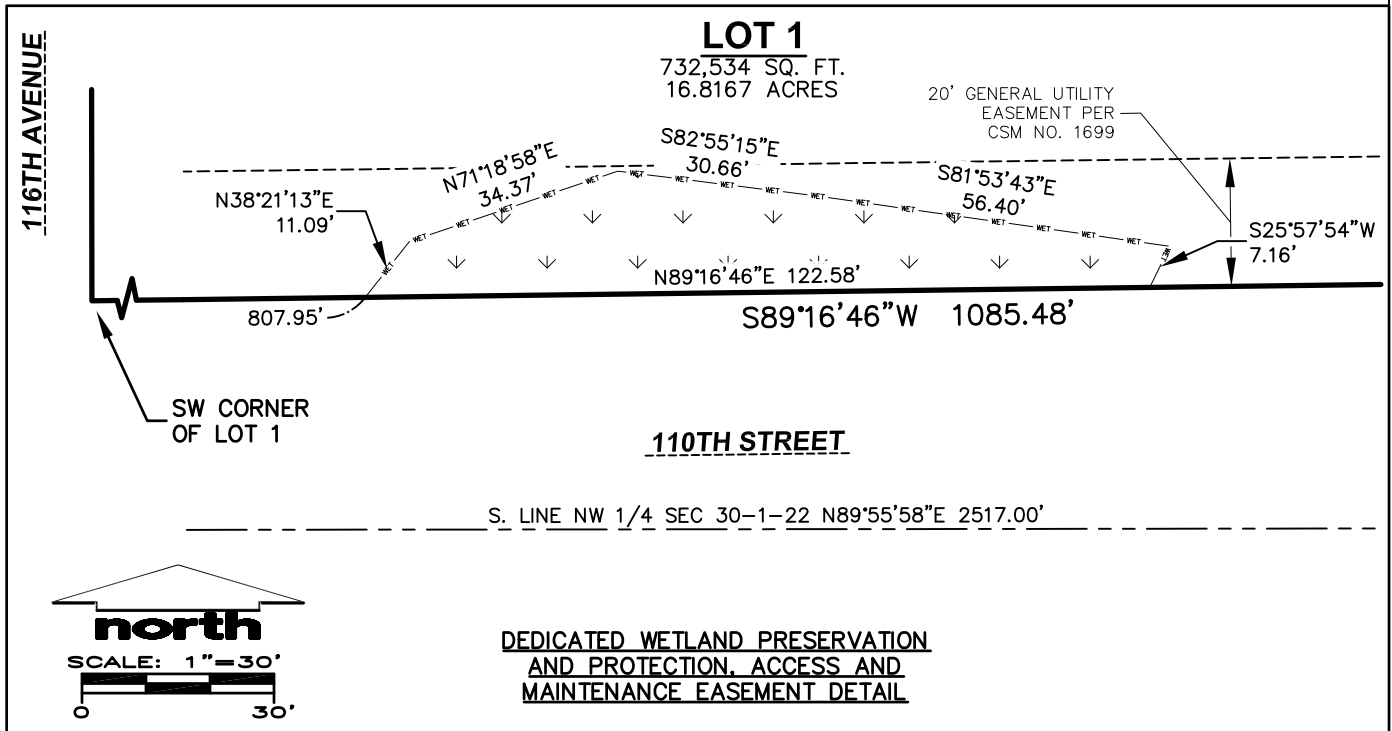
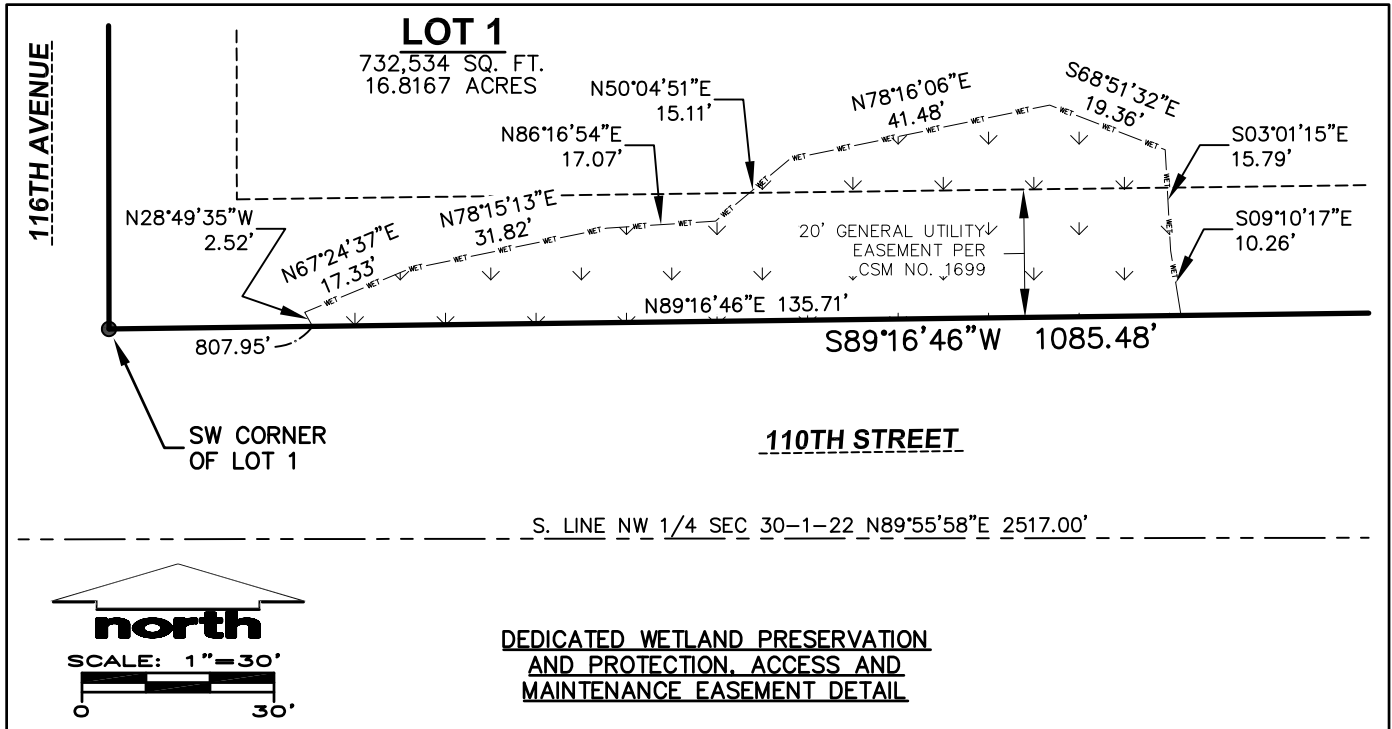
BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



NOTE: WETLAND AS DELINEATED BY DAVE MEYER OF WETLAND & WATERWAY CONSULTING ON APRIL 21, 2016. FIELD LOCATED BY JSD PROFESSIONAL INC. ON APRIL 25, 2016

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



NOTE: WETLAND AS DELINEATED  
BY DAVE MEYER OF WETLAND &  
WATERWAY CONSULTING ON  
APRIL 21, 2016. FIELD LOCATED  
BY JSD PROFESSIONAL INC. ON  
APRIL 25, 2016

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**DEDICATION AND EASEMENT PROVISIONS**

1. The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) was dedicated, given, granted and conveyed by the landowner to the Village of Pleasant Prairie, its successors and assigns (the "Village") as it pertains to 110th Street and 116th Avenue for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks or bike lanes, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the Owner of Lot 1 shown on this CSM which are adjacent to the public street areas for the required planting, mowing, watering and maintenance of grass within the grassy street terrace areas, for the maintenance and replanting of public street trees and the construction, maintenance and snow plowing of private driveways and sidewalks if required and constructed, in the area between the roadway pavement and the Lot 1. In the event of any conflict between the rights of the Village under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot 1 Owner or of the LakeView Corporate Park Owners' Association, Inc. pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.

The Lot 1 Owner shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement of the snow removal of the private driveways and sidewalks, if required and constructed; grading, placing of topsoil, seeding or sodding and mowing of the street terrace area; public street tree pruning, watering, mulching, staking and other public street tree maintenance and replacements; payment of public street lights energy and maintenance costs benefiting Lot 1; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities, maintenance of the private storm water drainage and their fair share costs associated with the off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Site and Operational Plan approvals.

2. Perpetual nonexclusive easements coextensive with the areas shown as a 20' General Utility Easement (as shown in the recorded CSM No. 1699, as Document #934874), shown on this CSM were dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the respective utilities including, but not limited to, those commonly known as WE Energies (f/k/a W.E.P.CO), AT & T (f/k/a Wisconsin Bell) and Time Warner Cable Inc. and their respective successors and assigns (collectively the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve Lot 1 and for any related ingress and egress. The Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot 1 Owner and as may be approved by the Village. Upon the installation of the required utilities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement area on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the Lot 1 Owner and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the Lot 1 Owner shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village.

Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**DEDICATION AND EASEMENT PROVISIONS**

3. Perpetual nonexclusive easements coextensive with the areas shown as a 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement (as shown in the recorded CSM No. 1699, as Document #934874), shown on this CSM were dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the Village, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and other related facilities to serve Lot 1 and upstream lands and for any related ingress and egress. The Dedicated 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility use of the easement areas. To the extent possible, all such utility and facilities shall be installed underground. Upon the installation of the utility lines and related appurtenances, the elevation of the existing ground surface within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement areas shall only be altered in accordance with separate agreement between the Village and Lot 1 Owner. Upon the installation of the required utilities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement area on which such easements are located as does not interfere with the purpose of the utility and the use of such easements by the Village. Unless there is a separate agreement entered into between the Lot 1 Owner and Village regarding the transfer of the restoration and maintenance responsibilities to the Utility, the Grantor shall be responsible for all maintenance. No buildings, fences, or structures of any kind shall be placed within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement areas without the prior written approval of the Village.
4. A nonexclusive easement coextensive within the area shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by Interstate Partners WI II, LLC to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this easement.

**RESTRICTIVE COVENANTS**

1. Interstate Partners WI II, LLC hereby covenant that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the public street trees located within the 110th Street and 116th Avenue right-of-way areas shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the public street trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way areas, which might damage the public street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. Such public street tree planting and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree related maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

2. Interstate Partners WI II, LLC hereby covenants that the Lot 1 Owner shall be responsible for all costs associated with the and snow removal of the private driveways and sidewalks, if required and constructed; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of the Lot 1 Owner fair share cost of the public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; on-site storm water drainage and the fair share costs of the off-site retention basin and related improvements to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance in accordance with the terms and conditions of the Village's Municipal Ordinances and the requirements of the Site and Operational Plan and Development Agreement approvals, without compensation, and to the satisfaction of the Village.

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

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

State of Wisconsin    )  
                                  ) SS  
Kenosha County        )

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped a redivision of Parcel 19 and 20 of Certified Survey Map No. 1699, located in the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence South 02°43'08" East along the east line of said Northwest 1/4 section, 1935.70 feet to the southeast corner of Parcel 21 of said Certified Survey Map No. 1699 and the point of beginning;

Thence continuing South 02°43'08" East along said east line, 675.48 feet to the north line of 110th Street; thence South 89°16'46" West along said north line, 1085.48 feet to the east line of 116th Avenue; thence North 00°04'02" West along said east line, 448.05 feet to a point of curve thence northwesterly 243.62 feet along said east line and along the arc of said curve to the left whose chord bears North 08°59'39" West, 243.62 feet to the southwest corner of Parcel 18 of said Certified Survey Map No. 1699; thence South 90°00'00" east along the south line of said Parcel 18 and then along the south line of said Parcel 21, 1091.95 feet the point of beginning.

Containing in all 732,534 square feet (16.8167 acres) of lands, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of INTERSTATE PARTNERS WI II, LLC, owners of said land.

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

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

DATED THIS \_\_\_\_\_ DAY OF MARCH, 2018

\_\_\_\_\_  
Rizal W. Iskandarsjach, P.L.S.  
Professional Land Surveyor, S-2738



**Comments of Conservation Education, LLC**  
**Regarding Interstate Partners II-WI LLC's Proposed Development of**  
**an Apartment Complex at 116<sup>th</sup> Avenue and Corporate Drive**

I am the president of Conservation Education, LLC, and I am writing to express my organization's support for the request by Interstate Partners II-WI LLC to develop an apartment complex on vacant land located at the corner of 116<sup>th</sup> Avenue and Corporate Drive. Conservation Education's support is based on its understanding that the new development will not interfere with, and will be supportive of, Conservation Education's current uses of its adjoining property.

Conservation Education owns 161 acres of largely undeveloped woods and wetlands immediately south and east of the proposed development site. We share a border of approximately 1,800 feet. Since 1988, the property has been zoned PR-1 Park and Recreational District and has had a conditional use permit to allow a shooting range. The property is also a Department of Natural Resources-licensed game farm. Conservation Education purchased the property in 2013 and has maintained it as a private hunting, shooting, and educational facility. The property's previous owner used it for the same purposes. The property is an excellent and beautiful habitat for a wide variety of resident and migratory waterfowl, and Conservation Education has invested a great deal of time and resources to maintaining its natural state.

What enables Conservation Education to maintain the property in a natural state is its ongoing use for seasonal hunting. It is the great recreational value that this property has for Conservation Education's members that enables them to resist pressure for development and to invest the resources necessary to maintain it in a manner that makes it a magnet for wildlife.

When Conservation Education first learned of Interstate Partners' planned development of an apartment complex on the adjoining property, my group was concerned that the developer or future apartment residents might be surprised to learn that their property is next to a property where hunting and shooting regularly take place and might make efforts to change the historic use of our property. We have been assured that this will not be the case.

I have spoken with Interstate Partners' CEO, Francis Brzezinski, about our concerns and he has expressed a willingness to work with Conservation Education to ensure that my group can continue the historic use of our property. First, Mr. Brzezinski has assured me that prospective tenants of the property will be made aware of the fact that hunting and shooting occurs on Conservation Education's property and they may frequently hear gunshots on the property. Second, Mr. Brzezinski has said that Interstate Partners is open to the possibility of Conservation Education adding landscape screening on the southern and eastern border of the apartment property, in order to increase the buffer between our properties. Third, it is my understanding that the Village is requiring Interstate Partners to maintain the current tree line on the 1,000-foot southern border of the proposed development and that Interstate Partners intends to include fencing along the full length of our joint property line on those borders. Interstate Partners has expressed an openness to looking into the possibility of Conservation Education acquiring and/or landscaping certain undeveloped portions of the apartment complex property in order to increase the undeveloped buffer between the properties.



Hunting and sport shooting on Conservation Education's property have successfully co-existed with various nearby developments for at least three decades. Based on our conversations with Interstate Partners, we believe that this success can continue. On that basis, Conservation Education supports Interstate Partners' proposed development of an apartment complex.

A handwritten signature in black ink, appearing to read 'David Moore', with a stylized, sweeping flourish extending to the right.

David Moore  
President  
Conversation Education LLC

Consider approval of **Resolution #18-15** for a Floodplain Boundary Adjustment for the request of Matt Carey, P.E. of Pinnacle Engineering Group on behalf of the Village of Pleasant Prairie to fill 66,671 cubic feet of 100-year floodplain and create 84,067 cubic feet of 100-year floodplain for the proposed Goldbear Drive and 120<sup>th</sup> Avenue (West Frontage Road) public roadways and a bridge crossing of an unnamed tributary to the Des Plaines River within proposed 128<sup>th</sup> Avenue in the Prairie Highlands Corporate Park.

**Recommendation:** On April 23, 2018 the Plan Commission held a public hearing and recommended that the Village Board support the proposed Floodplain Boundary Adjustment as presented in Resolution #18-15.

## VILLAGE STAFF REPORT OF MAY 7, 2018

Consider approval of **Resolution #18-15** for a Floodplain Boundary Adjustment for the request of Matt Carey, P.E. of Pinnacle Engineering Group on behalf of the Village of Pleasant Prairie to fill 66,671 cubic feet of 100-year floodplain and create 84,067 cubic feet of 100-year floodplain for the proposed Goldbear Drive and 120<sup>th</sup> Avenue (West Frontage Road) public roadways and a bridge crossing of an unnamed tributary to the Des Plaines River within proposed 128<sup>th</sup> Avenue in the Prairie Highlands Corporate Park.

*The Village is developing the 458 acre Prairie Highlands Corporate Park west of 120<sup>th</sup> Avenue (West Frontage Road) between CTH Q (104<sup>th</sup> Street) and CTH C (Wilmot Road). The Floodplain Boundary Adjustment will allow for the Village to construct public roadways and utilities to support the Park. The development will modify the current, existing floodplain located on the property. Specifically, the Village proposes to fill 66,671 cubic feet of 100-year floodplain and create 84,067 cubic feet of 100-year floodplain for the proposed Goldbear Drive and 120<sup>th</sup> Avenue (West Frontage Road) public roadway and a bridge crossing of unnamed tributary #7 to the Des Plaines River with 128<sup>th</sup> Avenue roadway in Prairie Highlands Corporate Park as outlined in the **attached** Floodplain Boundary Adjustment Report dated March 6, 2018.*

The Floodplain Boundary Adjustment is consistent with the purposes of Section 420-131 of the Village Zoning Ordinance and is not in conflict with the applicable rules of the Wisconsin Department of Natural Resources (WI DNR) or the Federal Emergency Management Agency (FEMA). As evaluated by staff, the proposed Floodplain Boundary Adjustment shows that the 100-year floodplain modification complies with the following Village requirements:

- The floodplain boundary adjustment is consistent with Section 420-131 of the Village Zoning Ordinance and not in conflict with the applicable rules of the WI DNR and FEMA.
- The areas being removed from the floodplain are contiguous to land lying outside the floodplain and the flood storage capacity being removed from the floodplain has a corresponding equal or greater volume of flood storage capacity in the vicinity of the removal, to compensate for the lost flood storage capacity.
- The land removed from the floodplain will be filled to an elevation at least two (2) feet above the elevation of the floodplain.
- Areas of compensating flood storage capacity are draining to the receiving stream.

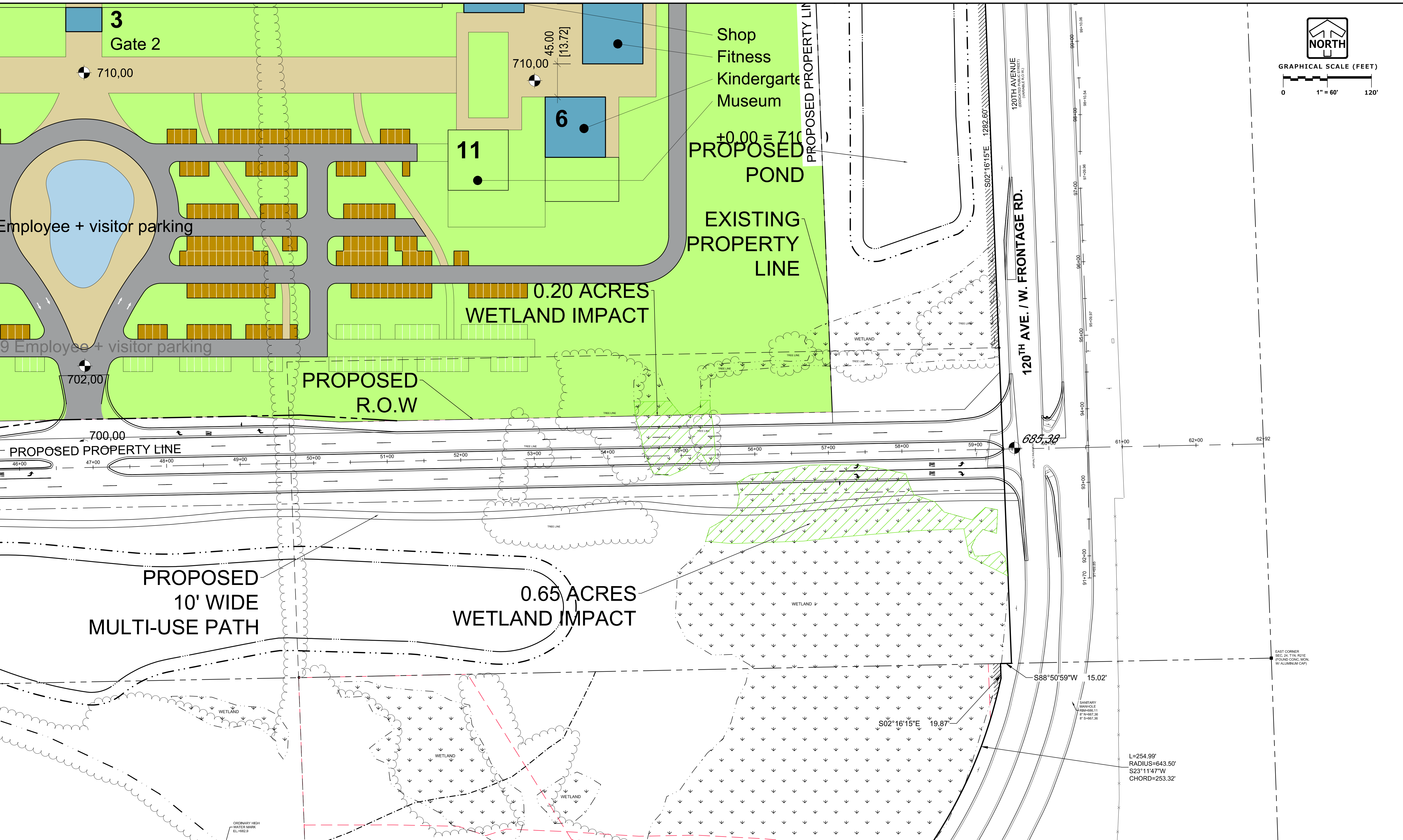
Permits will be obtained from the WI DNR and FEMA to fill the floodplain as depicted on the application so that prior to work commencing a Conditional Letter of Map Revision (CLOMR) is obtained and ultimately a Letter of Map Revision (LOMR) is obtained after construction is completed.

In addition, to the floodplain boundary adjustments, the Village has submitted an application to the WI DNR and the U.S. ACOE to fill a small portion of the wetlands (0.65 acre) as shown on the **attached** map for the construction Goldbear Drive. After these approvals are obtained public hearings to correct the Village Land Use Plan Map and the Zoning Map will be held.

**Plan Commission recommends that the Village Board approve Resolution #18-15 and support the Floodplain Boundary Adjustment.**

DEV1803-015

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.  
 REVIEWER: \_\_\_\_\_  
 DESIGNED: CPT  
 DRAFTED: CPT



**PINNACLE ENGINEERING GROUP**  
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 WISCONSIN OFFICE:  
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 BROOKFIELD, WI 53005  
 (262) 754-8888  
 CHICAGO | MILWAUKEE | NATIONWIDE

**PRAIRIE HIGHLANDS**  
**PLEASANT PRAIRIE**

**ALTERNATIVE 1**

REVISIONS		SHEET
NO.	DESCRIPTION	
		1
		1

REG. JOB NO. 897.00-WI  
 REG. P.M. NC  
 START DATE 3/1/2018  
 SCALE 1"=80'  
 SHEET 1  
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**VILLAGE BOARD RESOLUTION #18-15**  
**VILLAGE OF PLEASANT PRAIRIE**  
**RESOLUTION AND COMMUNITY CONCURRENCE**  
**TO AMEND THE 100-YEAR FLOODPLAIN BOUNDARY**

**WHEREAS**, Matt Carey P.E., with Pinnacle Engineering Group, agent for the Village of Pleasant Prairie owner of the properties generally located west of 120<sup>th</sup> Avenue (West Frontage Road) at Goldbear Drive and 128<sup>th</sup> Avenue has requested approval of Floodplain Boundary Adjustments for the proposed Prairie Highlands Corporate Park development; and

**WHEREAS**, the Floodplain Boundary Adjustment proposes to fill 66,671 cubic feet of 100-year floodplain and create 84,067 cubic feet of 100-year floodplain for the proposed roadways to support the Prairie Highlands Corporate Park at Goldbear Drive and 120<sup>th</sup> Avenue (West Frontage Road) and a bridge crossing of an unnamed tributary No. 7 to the DesPlaines River with 128<sup>th</sup> Avenue. These areas are shown on Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012 and revisions to reflect LOMR Effective: June 20, 2013) for a part of U.S. Public Land Survey Section 24, Township 1 North, Range 21 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Numbers 91-4-121-241-0701 and 91-4-121-244-0602 and adjacent rights-of way as shown on the Floodplain Boundary Adjustment Report dated March 6, 2018 **attached** as **Exhibit 1**; and

**WHEREAS**, the floodplain boundary adjustment shall be consistent with Section 420-131 of the Village Zoning Ordinance or in conflict with the applicable rules of the WI DNR and FEMA; and

**WHEREAS**, areas removed from the floodplain are contiguous to land lying outside the floodplain and the flood storage capacity being removed from the floodplain have a corresponding greater volume of flood storage capacity in the vicinity of the removal, to compensate for the lost flood storage capacity; and

**WHEREAS**, land removed from the floodplain will be filled to an elevation at least two (2) feet above the elevation of the floodplain; and

**WHEREAS**, a public hearing was held by the Village Plan Commission of the Village of Pleasant Prairie, Kenosha County, Wisconsin, at the Village Municipal Building, 9915 39<sup>th</sup> Avenue on the 23<sup>rd</sup> day of April 2017, at 6:00 P.M. of said day, for the purpose of determining the application of the floodplain boundary map amendment; and

**WHEREAS**, the Pleasant Prairie Village Board has been provided with sufficient evidence that the petition for a floodplain boundary map adjustment and amendment is consistent with the requirements of the Village Zoning Ordinance.

**NOW, THEREFORE**, the Village Board does hereby resolve to amend the 100-year recurrence interval floodplain boundary as delineated and shown on the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012 and revisions to reflect LOMR Effective: June 20, 2013) for a part of U.S. Public Land Survey Section 24, Township 1 North, Range 21 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin as described in this Resolution, subject to compliance with the terms and conditions hereinafter stated:

1. An Erosion Control Permit application along with plans and specifications (paper and electronic copy) will be issued prior to work commencing. Copies of the floodplain boundary approvals from WI DNR and FEMA (CLOMR) shall be included with the Erosion Control application.
2. Upon completion of the Floodplain Boundary Adjustment grading work, an as-built survey and final floodplain calculations shall be submitted to verify the compliance with design plans. The as-built survey and calculations shall be reviewed by the

Village and the WI DNR prior to being re-submitted to FEMA for final review and approval. Upon review of the documents by the Village and WI DNR, the petitioner shall submit and receive a final FEMA LOMR.

3. After the FEMA LOMR is issued and the final as-built grading plans and supporting documentation are approved by the WI DNR and the Village, applications to amend the Village Comprehensive Land Use Map and the Village Zoning Map and Text to reflect the revised floodplain boundary adjustment shall be submitted. A Certificate of Compliance will be issued by the Village after the Comprehensive Land Use Plan Amendment, the Zoning Text Amendment and Zoning Map Amendment are approved by the Village.

**RESOLUTION by action of the Village Board of Trustees of the Village of Pleasant Prairie adopted this 7<sup>th</sup> day of May 2018.**

Attest:

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John P. Steinbrink  
Village President

---

Jane C. Snell  
Village Clerk

DEV1803-015



rev. 8/05

Filed \_\_\_\_\_ 20\_\_ Published \_\_\_\_\_ 20\_\_
Public Hearing \_\_\_\_\_ 20\_\_ \_\_\_\_\_ 20\_\_
Fee Paid \_\_\_\_\_ 20\_\_ Approved \_\_\_\_\_ 20\_\_
Notices Mailed \_\_\_\_\_ 20\_\_ Denied: \_\_\_\_\_ 20\_\_

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
COMMUNITY DEVELOPMENT DEPARTMENT
FLOODPLAIN BOUNDARY ADJUSTMENT

TO THE PLEASANT PRAIRIE VILLAGE PLAN COMMISSION AND BOARD OF TRUSTEES: The undersigned hereby applies for a permit to do the work herein described, and as shown on the required engineered drawings and analysis and hereby agrees that all work will be done in accordance with all the laws of the State of Wisconsin and all of the Village of Pleasant Prairie Ordinance.

Subdivision/Development Name: Prairie Highlands Lot 2 Block

Property location: Proposed Goldbear Drive and 120th Ave. Zoning District(s): M-5

Abutting Body of Water/River/Stream: Unnamed Tributary No. 7 to the Des Plains River

Section 24 Township 1N Range: 21E

Tax Parcel Number(s): 91-4-121-244-0602

Project Specifications: This information shall also be provided with or shown on the required site plans.

Reason and purpose for the Floodplain Adjustment: The proposed adjustment is necessary for the proposed roadway infrastructure to support the Prairie Highlands Business Park, in particular, Goldbear Drive near 120th Ave, and a bridge crossing for 128th Ave.

Total volume proposed to be removed from the 100 year floodplain: 66,671 cu. ft.

Total volume proposed to be added to the 100 year floodplain: 84,067 cu. ft.

Type of fill materials (soil types) proposed to be used: Onsite silty clays

Mitigation measures or restoration methods to be used:

Compensatory storage will be used to offset the floodplain volume lost. Restoration will include natural planting with grass seed.

Time Schedule for filling: Summer 2018 to Summer 2019

Each applicant applying for a floodplain adjustment permit is charged with the knowledge of the requirements of the Village Zoning Ordinance. Copies of the Ordinance or portions thereof are available for sale or inspection upon request. Any statement made, site plan submitted, any project improperly constructed, any assurance given or permit erroneously issued contrary to this Ordinance is null and void and may be subject to prosecution.

Section 420-131 of the Village Zoning Ordinance entitled "FPO, FLOODPLAIN OVERLAY DISTRICT" shall be complied with. In particular, Section 420-131t of the Village Zoning Ordinance entitled "REMOVAL OF LANDS FROM FLOODPLAIN/AMENDMENTS" outlines the general requirements to amend the floodplain boundary. Please be advised that compliance with the provisions of these regulations shall not be grounds for removing lands from the floodplain, unless they are removed by filling to a height of at least two feet above the regional flood elevation, the fill is contiguous to land lying outside the floodplain, the official floodplain map is amended, and FEMA revises the Flood Insurance Rate Map or issues a Letter of Map Amendment or Revision.

I (We), have provided the non-refundable filing fee and 12 copies of the required plans and engineering data necessary to amend the floodplain boundary and one (1) copy reduced onto a 8 1/2" x 11".

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

PROPERTY OWNER:

Tom Shircel

Name: Village of Pleasant Prairie

(Please Print)

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

Address: 9915 39th Ave

Pleasant Prairie                      WI    53158  
(City)                                      (State)    (Zip)

Phone: 262-925-6721

Fax: 262-694-4734

Date

3/28/18

OWNER'S AGENT:

Matt Carey

Name: Pinnacle Engineering Group

(Please Print)

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

Address: 15850 W. Bluemound Rd, STE 210

Brookfield                              WI    53005  
(City)                                      (State)    (Zip)

Phone: 262-754-8888

Fax: 262-754-8850

Date

2/26/18



# FLOODPLAIN BOUNDARY ADJUSTMENT



## **Prairie Highlands**

Pleasant Prairie, WI

PEG Project Number: 897.00-WI

**March 6, 2018**



**PINNACLE ENGINEERING GROUP**

15850 W. Bluemound Road | Suite 210 | Brookfield, WI 53005

[www.pinnacle-engr.com](http://www.pinnacle-engr.com)

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APPENDIX 2 – LOMR CROSS SECTION LAYOUT (CRISPELL-SNYDER REPORT)

APPENDIX 3 – SOILS INFORMATION

APPENDIX 4 – HYDRAULIC MODELING SUMMARY TABLE

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APPENDIX 6 – COMPENSATORY MITIGATION EXHIBIT

APPENDIX 7 – SITE PHOTOGRAPHS

APPENDIX 8 – CD CONTAINING HYDRAULIC MODELS

Questions and comments can be directed to:

Dylan Crisp, E.I.T.  
 Project Engineer  
 Phone: 262.754.8888 | Fax: 262.754.8850  
 Dylan.Crisp@pinnacle-engr.com



**PINNACLE ENGINEERING GROUP**  
 15850 W. Bluemound Road | Suite 210  
 Brookfield, WI 53005  
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## INTRODUCTION

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This study outlines a proposed floodplain boundary adjustment to the Unnamed Tributary No. 7 to the Des Plaines River (UT1E) in Pleasant Prairie, WI (Kenosha County). The Village of Pleasant Prairie is seeking to prepare the 460 acre project site for future development from separate entities. This Floodplain Boundary Adjustment Report includes the public roadways and utilities to support the park, and further disturbance to the existing floodplain is not predicted from future development. The site (referred as "Prairie Highlands") is generally bounded by CTH C to the north, 120<sup>th</sup> Ave to the east, CTH Q to the south, and the Pleasant Prairie/Bristol jurisdictional line on the west.

This development will impact the current, existing floodplain which is located within the property limits. The current floodplain limits are presented within the Southeastern Wisconsin Regional Planning Commission (SEWRPC) report entitled "A Comprehensive Plan for the Des Plaines River Watershed" from June of 2003. This same analysis is also represented in the Kenosha County, WI Flood Insurance Study (FIS) that was published in June of 2012, as well as on FEMA FIRM Panels 186-189, Map Numbers 55059C0186D, 55059C0187D, 55059C0188D, and 55059C0189D respectively. Please refer to **Appendix 1** for the FEMA FIRM Map Panels.

There has been a recent modification to this area since this analysis was adopted. In 2009, Crispell-Snyder, Inc prepared a Floodplain Boundary Adjustment for the reconstruction of 120<sup>th</sup> Ave. A LOMR, Case No. 12-05-7434P, was formally issued for this area in 2013. Following that adjustment, an undocumented farm access culvert was installed on the site within the floodplain.

The analysis outlined within this study provides an Effective Model (completed in HEC RAS modeling software) that is the working HEC RAS model provided by the WDNR in January of 2018. A Corrected Effective Model is also included that modifies the Effective Model to incorporate updated topographic information provided by Pinnacle Engineering Group in 2017. The report also includes a Pre Project Model which incorporates any observed modeling corrections, as well as the man-made improvements completed after the most recent Floodplain Boundary Adjustment by Crispell-Snyder. Finally, a Post Project Model that includes the proposed floodplain adjustments from the new development is provided. Base Flood Elevation data from the Crispell-Snyder Report is provided for comparison in **Appendix 4**, Table 1.

A CAD file providing the cross section locations and orientations was not available, so the cross sections were digitized based off of the LOMR Cross Section Layout from the Crispell-Snyder report, which is included in **Appendix 2**. It does not appear that the FEMA FIRM Map Panels were updated to reflect the revised cross sections in the formally issued LOMR. As can be seen in the LOMR Cross Section Layout, multiple cross sections were added and shifted as part of the LOMR modeling. In comparing the LOMR Layout to the current FEMA FIRM Map Panels, the cross sections do not match. The cross section layout in the provided Effective Model matched with the LOMR Cross Section Layout, so the cross sections in the FEMA FIRM Map were disregarded while digitizing the cross sections.

---

## PROPOSED FLOODPLAIN BOUNDARY ADJUSTMENT

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As part of the Prairie Highlands project, a stormwater management plan is being developed for the final build-out condition. Seven detention ponds are currently proposed that meet Des Plaines

River Watershed standards for peak discharge. A bypass swale along the west property line is also proposed to divert offsite drainage from the existing, adjacent parcel to the west. The development will alter drainage patterns and peak flow rates to UT1E (as previously modeled by SEWRPC). Adopting the required stormwater regulations will reduce the current, existing flow rates to UT1E. However, as a conservative approach, the flows contained within the Post-Project Model will be modeled to remain the same (prior to the Prairie Highlands development).

Proposed roadway and utility infrastructure improvements will impact the existing floodplain on the site. A compensatory mitigation storage area, as required per the Village of Pleasant Prairie Floodplain Ordinance, is proposed just upstream of the most significant floodplain fill area at the west connection point of the proposed roadway to 120<sup>th</sup> Ave. Please refer to **Appendix 5**, "Floodplain Sections- Post Project Conditions" Exhibit which shows these areas in greater detail.

All cross sections, base flood elevations, and models in this report are given in the National Geodetic Vertical Datum 1929 (NGVD29). If these results are to be compared to data that is in the North American Vertical Datum of 1988 (NAVD88) such as the Kenosha County FIS, a conversion factor of -0.3 feet from NGVD29 to NAVD88 will need to be applied.

## HYDRAULIC MODELS

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The hydraulic analysis for this study was executed using U.S. Army Corps of Engineers (USACE) HEC-RAS modeling software, version 5.0.1.

### ***Effective Model (or "EM")***

The current hydraulic model in HEC RAS was obtained from the WDNR in January of 2018. A CAD file providing the cross section locations and orientations was not available, so the cross sections were digitized based off of the LOMR Cross Section Layout included in the Crispell-Snyder report.

### ***Corrected Effective Model (or "CEM")***

The Effective Model was then updated based on new topographic data provided by Pinnacle Engineering Group in 2017.

Additional cross sections were added to the CEM to reflect comparisons to the Pre Project and Post-Project condition models:

- RM 1.409, 1.388, 1.385, 1.374, and 1.355.

One cross section was modified after digitization to more accurately show the floodplain conditions:

- The left overbank for section 0.985 was extended to show the full limits of the 100-year base flood.

Results of the CEM can also be found in **Appendix 4**, Table 1. Also refer to "Floodplain Sections-Corrected Effective Conditions" in **Appendix 5**.

### ***Pre-Project Conditions Model***

The Corrected Effective Model was then modified to account for the “man-made” changes within the floodplain that were not captured by the current effective study. These updates result in the Pre Project Model. Changes include the following:

- 30” CMP Culvert Addition- The undocumented farm access culvert was added to the HEC RAS model
- Cross Sections 1.385, 1.374, and 1.355 were added to the Pre Project Model to accurately model the effects on the floodplain due to the undocumented culvert.
- Cross Sections 1.409 and 1.388 were added to the Pre Project Model (See explanation in Post Project Model below).

Results of the Pre Project Model can be found in **Appendix 4**, Table 1. The exhibit entitled “Floodplain Sections- Pre Project Conditions” can also be referenced in **Appendix 5**.

### ***Post-Project Conditions Model***

As previously discussed, the proposed Prairie Highlands development will impact the existing floodplain on the site. The most notable impact is the proposed roadway at the west connection to 120<sup>th</sup> Ave. Based on the required access point location, the road section and tie-in grading encroaches on the north edge of the floodplain and requires some fill. Existing cross section 0.948 is conveniently positioned to accurately model the effects of this fill.

Another impact to the existing floodplain is the addition of a proposed bridge that facilitates a roadway crossing of the floodplain near the center of the site. The bridge is designed as a ConSpan arch that allows for a high magnitude of flow. The bridge itself and cross sections 1.409 and 1.385 have been added to the Pre Project model to accurately model the effect of the bridge on floodplain results.

As mentioned earlier, compensatory storage to counteract the proposed floodplain fill has been provided just west of the main fill location. Existing cross sections 1.035, 1.006, and 0.985 are in positions to accurately model the flow effects of the compensatory storage. Per the Village of Pleasant Prairie Floodplain Ordinance, all compensatory storage areas must be located outside of the existing floodplain boundary. Proposed cutting east and south of the east-most proposed pond provides the necessary compensatory storage volume as this area discharges directly into the floodplain and is located outside of the floodplain. Please refer to **Appendix 6**, Compensatory Mitigation Exhibit which displays the fill and mitigation areas.

Please refer to **Appendix 5**, “Floodplain Sections- Post Project Conditions Exhibit” which displays proposed site development relative to the floodplain.

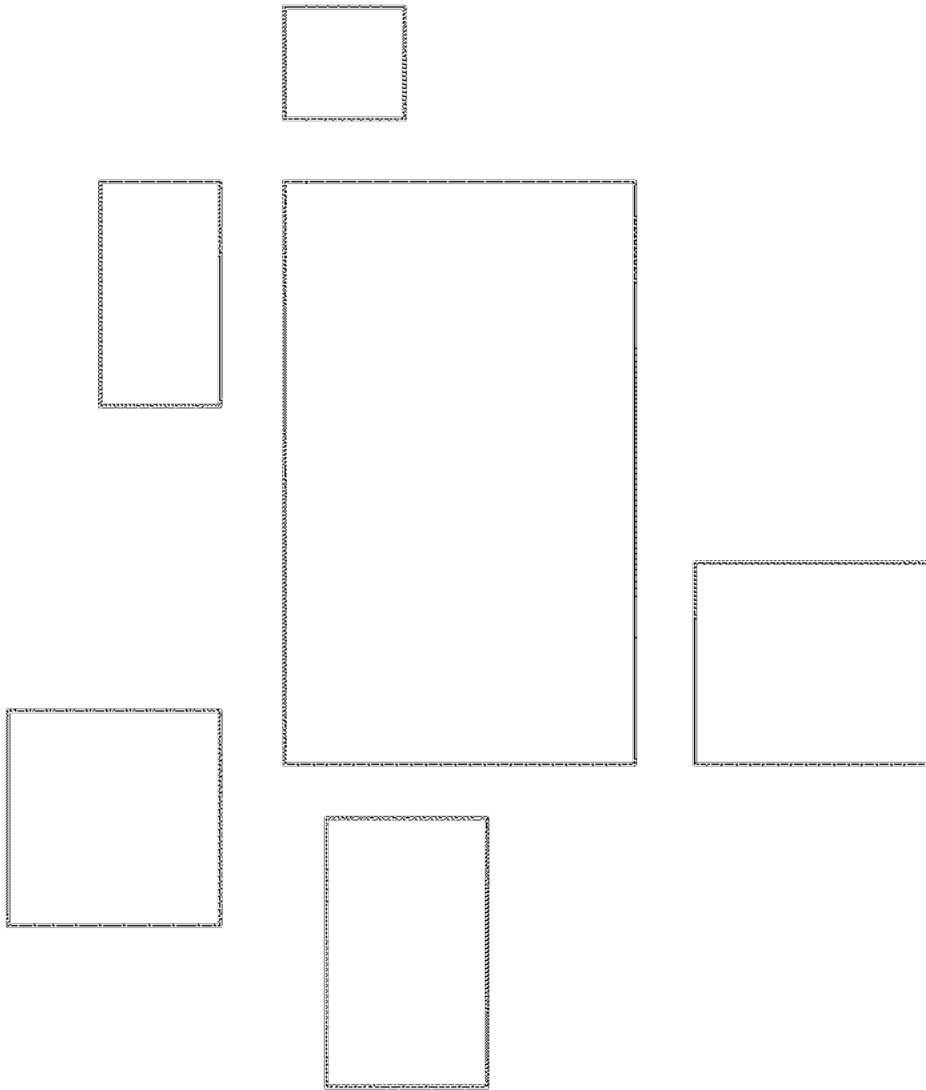
Results of the Post Project Model can be found in **Appendix 4**, Table 1.

## **CONCLUSION**

This report outlines an analysis of the Unnamed Tributary No. 1E to the Des Plaines River. It incorporates previous data that was used by SEWRPC in 2003 and contained within the 2012 Kenosha County Flood Insurance Study (FIS).

A HEC RAS model, supplied by the WDNR, served as the baseline for this report. The results provided in this model (also referred to as the “Effective Model”) differ slightly from the results/100-year water surface elevations listed in the FIS and documented in the LOMR prepared by Crispell-Snyder. A Corrected Effective Model was then created using the Effective HEC RAS model as a base. With this model in place, the Pre and Post Project models were created to accurately depict the changes to the site since 2009, as well as the proposed, onsite Uline H2 development. Summaries for the 4 included models are as follows:

- **Effective Model-** HEC RAS model provided by the WDNR in January of 2018.
- **Corrected Effective Model-** Incorporates updated topographic information as well as modifies and adds cross sections necessary for Pre Project and Post Project modeling.
- **Pre Project Model-** Incorporates any “man-made” changes to the floodplain area that were not captured in the LOMR prepared by Crispell-Snyder.
- **Post Project Model-** Incorporates the proposed Prairie Highlands development. Compensatory Mitigation is proposed to not increase any flood elevations beyond the limits of the property. Floodplain elevations within the sections contained in the adjacent property to the west, located within the Village of Bristol, have either been reduced or matched.





JOINS PANEL 0187

JOINS PANEL 0188

2515000 FT FLOODING EFFECTS FROM UNNAMED TRIBUTARY NO. 7 TO DES PLAINES RIVER

42° 31' 52.5"  
87° 58' 07.5"

**Legend**

- 1% annual chance (100-Year) Floodplain
- 1% annual chance (100-Year) Floodway
- 0.2% annual chance (500-Year) Floodplain

MAP SCALE 1" = 500'

**PANEL 0186D**

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**KENOSHA COUNTY,**  
**WISCONSIN**  
**AND INCORPORATED AREAS**

PANEL 186 OF 331  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	NUMBER	PANEL	SUFFIX
BRISTOL, VILLAGE OF	550595	0186	D

**REVISION TO REFLECT LOMR EFFECTIVE: June 20, 2013**

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
55059C0186D

**EFFECTIVE DATE**  
JUNE 19, 2012

Federal Emergency Management Agency

**NATIONAL FLOOD INSURANCE PROGRAM**





- Legend
- 1% annual chance (100-Year) Floodplain
  - 1% annual chance (100-Year) Floodway
  - 0.2% annual chance (500-Year) Floodplain



**NFIP**

**NATIONAL FLOOD INSURANCE PROGRAM**

PANEL 0187D

**FIRM**

FLOOD INSURANCE RATE MAP  
KENOSHA COUNTY,  
WISCONSIN  
AND INCORPORATED AREAS

PANEL 187 OF 331  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	COMMUNITY NUMBER	STATUS	DATE
WISCONSIN, COUNTY OF KENOSHA	55059C0187D	OT	8

**REVISION TO REFLECT LOMR EFFECTIVE: June 20, 2013**

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 55059C0187D  
EFFECTIVE DATE JUNE 19, 2012  
Federal Emergency Management Agency



Legend

- 1% annual chance (100-Year) Floodplain
- 1% annual chance (100-Year) Floodway
- 0.2% annual chance (500-Year) Floodplain

MAP SCALE 1" = 500'

250 0 500 FEET

150 0 150 METERS

NFP

PANEL 0188D

**FIRM**

FLOOD INSURANCE RATE MAP

KENOSHA COUNTY, WISCONSIN AND INCORPORATED AREAS

PANEL 188 OF 331  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BRISTOL, VILLAGE OF	550595	0188	D
PLEASANT PRAIRIE, VILLAGE OF	550613	0188	D

**REVISION TO REFLECT LOMR EFFECTIVE: June 20, 2013**

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

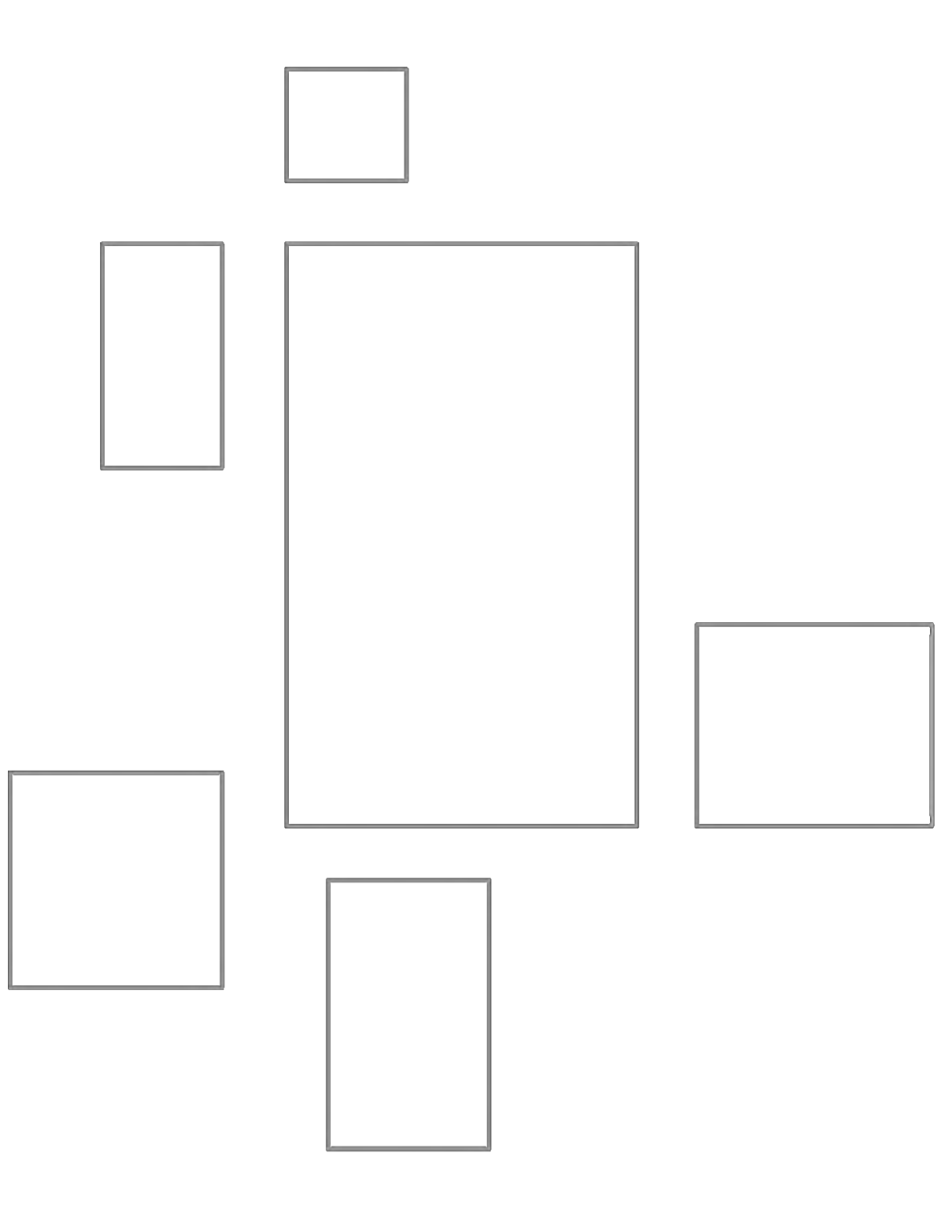
MAP NUMBER 55059C0188D

EFFECTIVE DATE JUNE 19, 2012

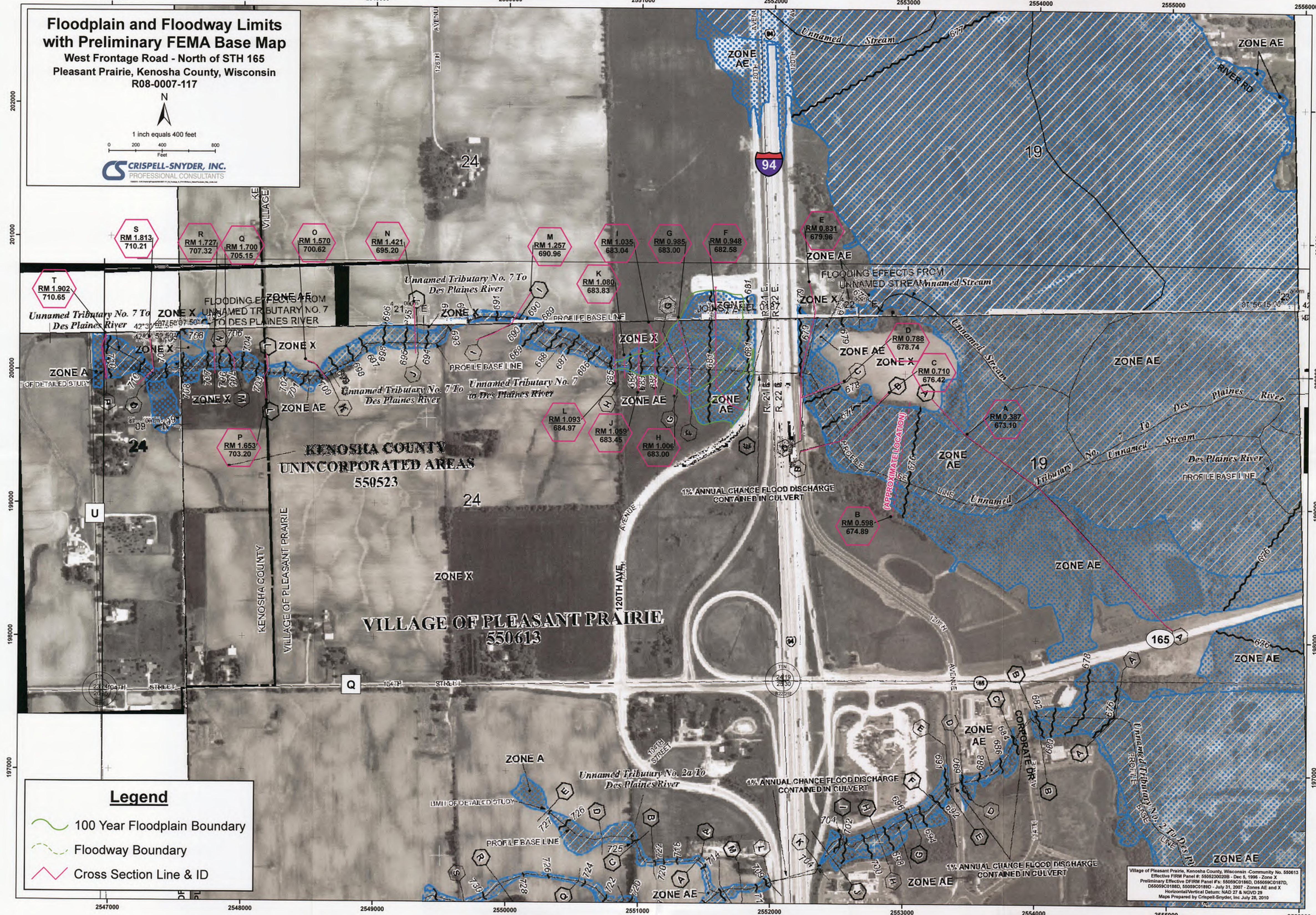
Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM





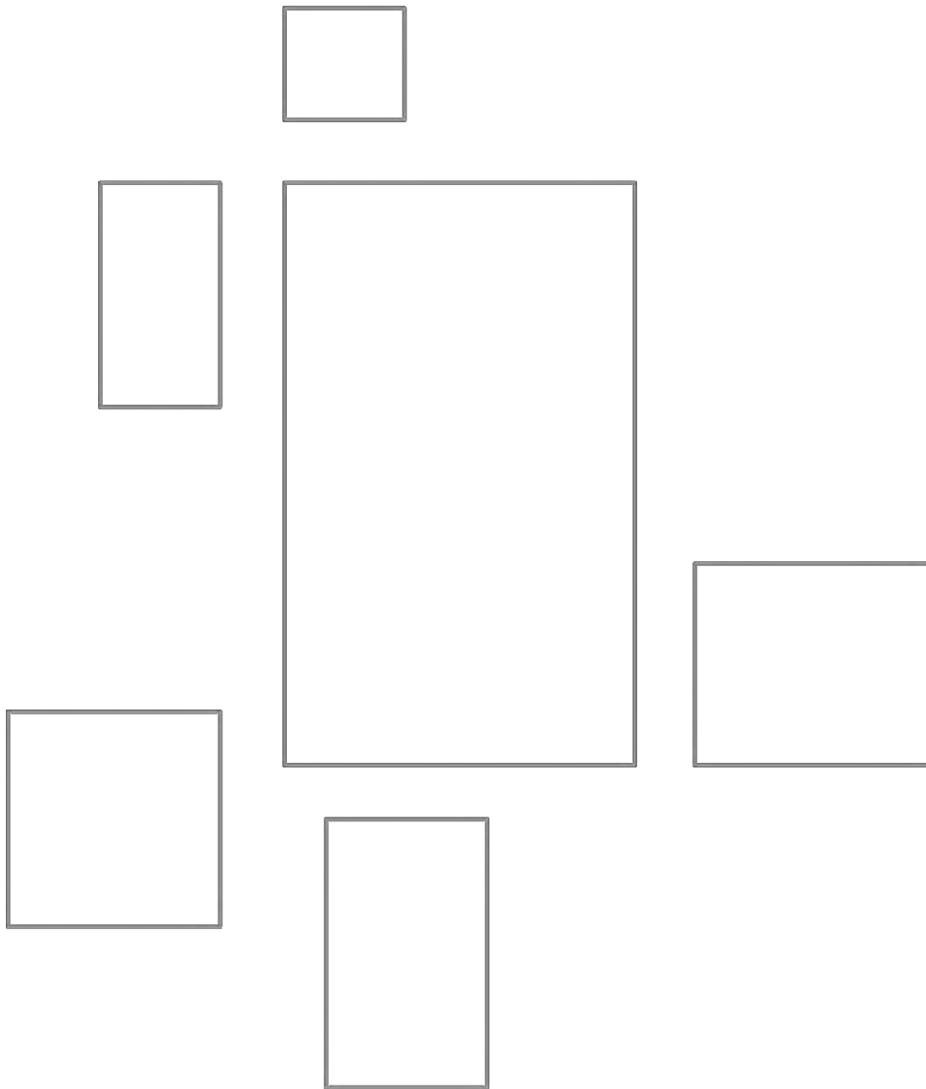
**Floodplain and Floodway Limits  
with Preliminary FEMA Base Map**  
West Frontage Road - North of STH 165  
Pleasant Prairie, Kenosha County, Wisconsin  
R08-0007-117



**Legend**

- 100 Year Floodplain Boundary
- Floodway Boundary
- Cross Section Line & ID

Village of Pleasant Prairie, Kenosha County, Wisconsin - Community No. 550613  
Effective FIRM Panel #: 5506230020B - Dec 5, 1996 - Zone X  
Preliminary Effective DFIRM Panel #: 55069C0160D, D55069C0167D,  
D55069C0168D, D55069C0169D - July 31, 2007 - Zones AE and X  
Horizontal/Vertical Datum: NAD 27 & NGVD 29  
Maps Prepared by Crispell-Snyder, Inc July 28, 2010





**Map Legend**

- Study Area (453.73 Acres)
- Sampling Point
- National Wetland Inventory
- Wetland Indicators
- NRCS Wisconsin Soils
- Rivers and Streams
- - - Intermittent Streams

WI DNR, Water Division, U.S. Fish and Wildlife Service, U.S. Department of Agriculture, NRCS, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community  
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

**R.A. Smith National**  
Beyond Surveying and Engineering

0 250 500  
1 inch = 500 feet  
August 21, 2017  
1170246

Village of Pleasant Prairie  
Prairie Highland Corporate Park  
Village of Pleasant Prairie  
Kenosha County, Wisconsin

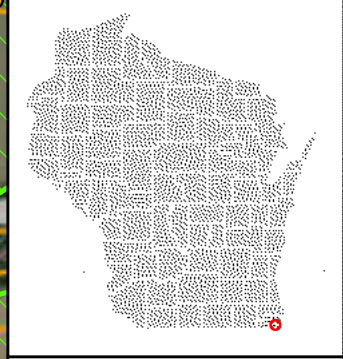


Figure 3  
WDNR Surface Water Data Viewer/NWI Map

**WI601-Kenosha and Racine Counties, Wisconsin**

<b>Map symbol and map unit name</b>	<b>Component/Local Phase</b>	<b>Comp. pct.</b>	<b>Landform</b>	<b>Hydric status</b>	<b>Hydric criteria met (code)</b>
AtA: Ashkum silty clay loam, 0 to 2 percent slopes	Ashkum-Drained	85-100	End moraines,ground moraines	Yes	2
	Peotone-Drained	0-9	Depressions on ground moraines	Yes	2
	Orthents, clayey	0-3	Ground moraines,lake plains	No	—
	Urban land	0-3	Ground moraines	No	—
AzB: Aztalan loam, 2 to 6 percent slopes	Aztalan	85-95	Glacial lakes (relict)	No	—
	Navan	3-9	Depressions,ground moraines	Yes	2
	Colwood	2-6	Lakebeds (relict)	Yes	2,3
BP: Borrow pit	Borrow pits	100	—	Unranked	—
EtB: Elliott silty clay loam, 2 to 6 percent slopes	Elliott	95	Till plains	No	—
	Ashkum	5	Depressions	Yes	2,3
MeB: Markham silt loam, 2 to 6 percent slopes	Markham	100	Till plains	No	—
MeC2: Markham silt loam, 6 to 12 percent slopes, eroded	Markham	100	Till plains	No	—
VaB: Varna silt loam, 2 to 6 percent slopes	Varna	100	Till plains	No	—



**WI601-Kenosha and Racine Counties, Wisconsin**

VaB2: Varna silt loam, 2 to 6 percent slopes, eroded	Varna	100	Till plains	No	—
VaC2: Varna silt loam 6 to 12 percent slopes, eroded	Varna	100	Till plains	No	—
WeB: Warsaw loam, 2 to 6 percent slopes	Warsaw	80-90	Outwash plains	No	—
	Warsaw	5-10	Stream terraces	No	—
	Fox	5-10	Outwash plains	No	—

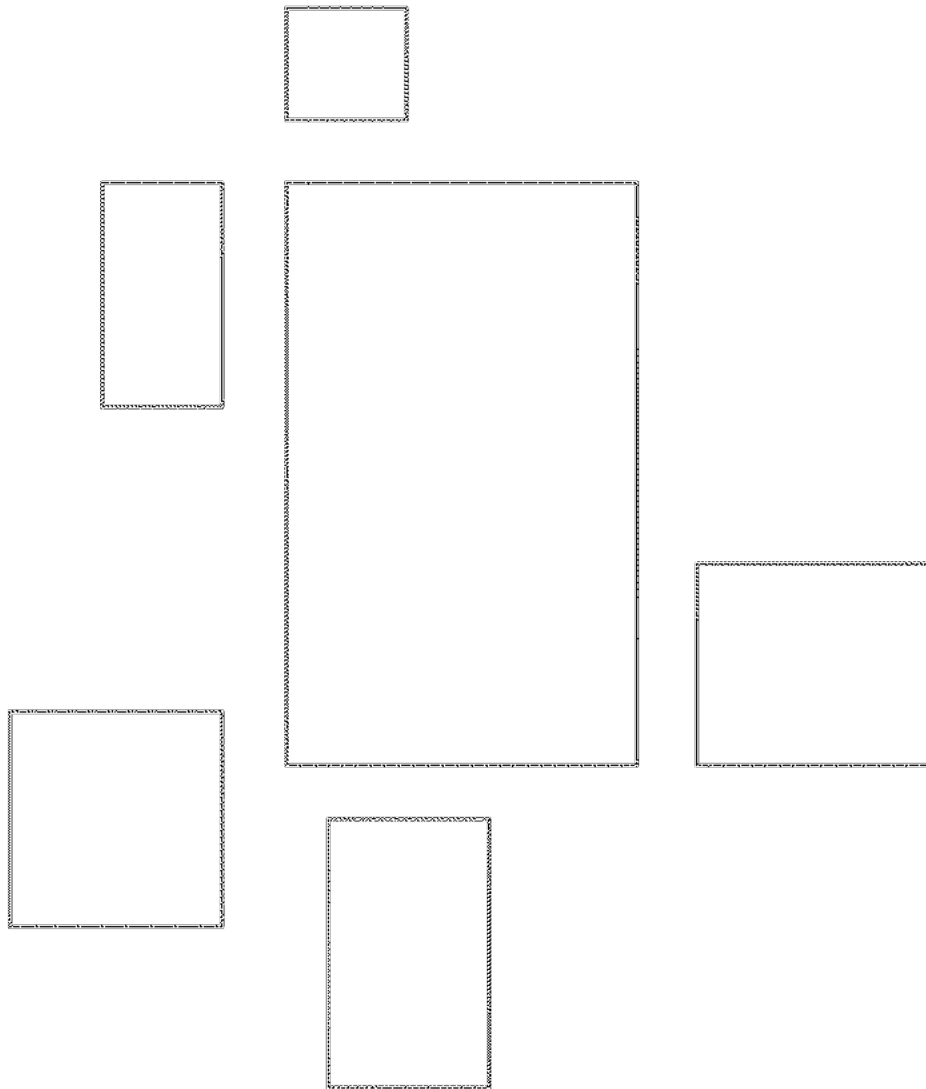


Table 1: Summary of Water Surface Elevations (100-year Storm Event with NGVD 29 Vertical Datum)

River Mile	FEMA River Section	Effective Model (HEC RAS) WSEL	Existing Channel Length (ft)	Crispell-Snyder Report (Ex LOMR) WSEL	CSR Channel Length (ft)	CSR Increase (Over EM)	Corrected Effective Model (HEC RAS) WSEL	CEM Channel Length (ft)	CEM Increase (Over EM)	Pre-Project Model (HEC RAS) WSEL	Pre-Project Channel Length (ft)	Pre-Project Increase (Over CEM)	Post-Project Conditions (HEC RAS) WSEL	Post-Project Channel Length (ft)	Post-Project Increase (Over CEM)
1.902	T	710.50	294	710.65	302	0.15	710.60	299	0.10	710.60	299	0.00	710.60	299	0.00
1.813	S	710.04	90	710.21	105	0.17	710.19	103	0.15	710.19	103	0.00	710.19	103	0.00
1.727	R	706.94	104	707.32	105	0.38	706.72	101	-0.22	706.72	101	0.00	706.72	101	0.00
1.7	Q	704.95	108	705.15	102	0.20	705.93	119	0.98	705.97	120	0.04	705.83	118	-0.10
1.653	P	703.43	76	703.20	74	-0.23	704.85	75	1.42	705.08	84	0.23	704.84	80	-0.01
1.57	O	699.63	40	700.62	57	0.99	701.58	73	1.95	700.86	45	-0.72	700.36	48	-1.22
1.421	N	695.61	164	695.20	135	-0.41	696.56	161	0.95	698.87	283	2.31	697.72	156	1.16
1.409	M-5*	N/A	N/A	N/A	N/A	N/A	696.25	156	N/A	698.86	287	2.61	697.28	177	1.03
1.398	BRIDGE***												BRIDGE	ADDED	
1.388	M-4*	N/A	N/A	N/A	N/A	N/A	695.85	181	N/A	698.86	369	3.01	695.85	19	0.00
1.385	M-3*	N/A	N/A	N/A	N/A	N/A	695.74	131	N/A	698.57	384	2.83	695.61	31	-0.13
1.378	CULVERT**						EX CULVERT	UNDOCUMENTED		CULVERT	ADDED	N/A	CULVERT	REMOVED	N/A
1.374	M-2*	N/A	N/A	N/A	N/A	N/A	695.36	121	N/A	695.13	102	-0.23	695.53	65	0.17
1.355	M-1*	N/A	N/A	N/A	N/A	N/A	694.85	176	N/A	694.85	176	0.00	695.02	121	0.17
1.257	M	689.64	28	690.96	71	1.32	690.60	50	0.96	690.60	50	0.00	690.67	45	0.07
1.093	L	686.04	226	684.97	59	-1.07	685.95	137	-0.09	685.95	137	0.00	685.90	134	-0.05
1.08	K	685.10	67	683.83	66	-1.27	685.27	230	0.17	685.27	230	0.00	685.58	265	0.31
1.059	J	684.25	121	683.47	155	-0.78	684.27	175	0.02	684.27	175	0.00	683.35	21	-0.92
1.035	I	683.50	239	683.04	203	-0.46	683.58	193	0.08	683.58	193	0.00	683.60	303	0.02
1.006	H	683.59	400	683.00	248	-0.59	683.60	371	0.01	683.60	371	0.00	683.59	425	-0.01
0.985	G	683.59	569	683.00	551	-0.59	683.59	601	0.00	683.59	601	0.00	683.59	682	0.00
0.948	F	683.57	658	682.58	644	-0.99	683.56	655	-0.01	683.56	655	0.00	683.56	569	0.00
0.8625	EX CULVERT														
0.831	E	680.44	780	679.96	664	-0.48	680.44	780	0.00	680.44	780	0.00	680.44	780	0.00
0.788	D	678.34	279	678.74	145	0.40	678.34	279	0.00	678.34	279	0.00	678.34	279	0.00
0.71	C	676.20	478	676.42	494	0.22	676.20	478	0.00	676.20	478	0.00	676.20	478	0.00
0.598	B	674.83	583	674.89	587	0.06	674.83	583	0.00	674.83	583	0.00	674.83	583	0.00
0.387	A	672.86	778	673.10	625	0.24	672.86	778	0.00	672.86	778	0.00	672.86	778	0.00

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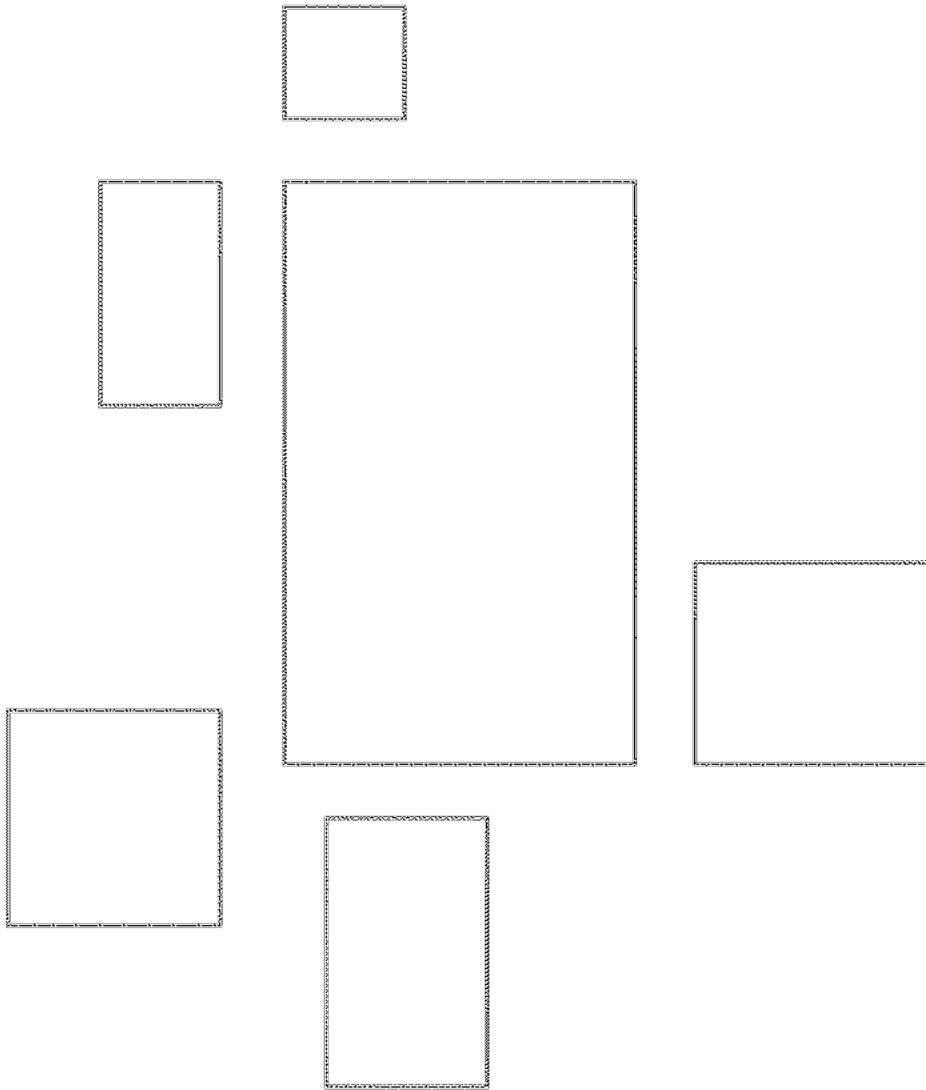
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\*Added Sections for Analysis, refer to Cross Section Exhibits

\*\*Added Culvert for PRE Model Analysis

\*\*\*Added Bridge for POST Model Analysis

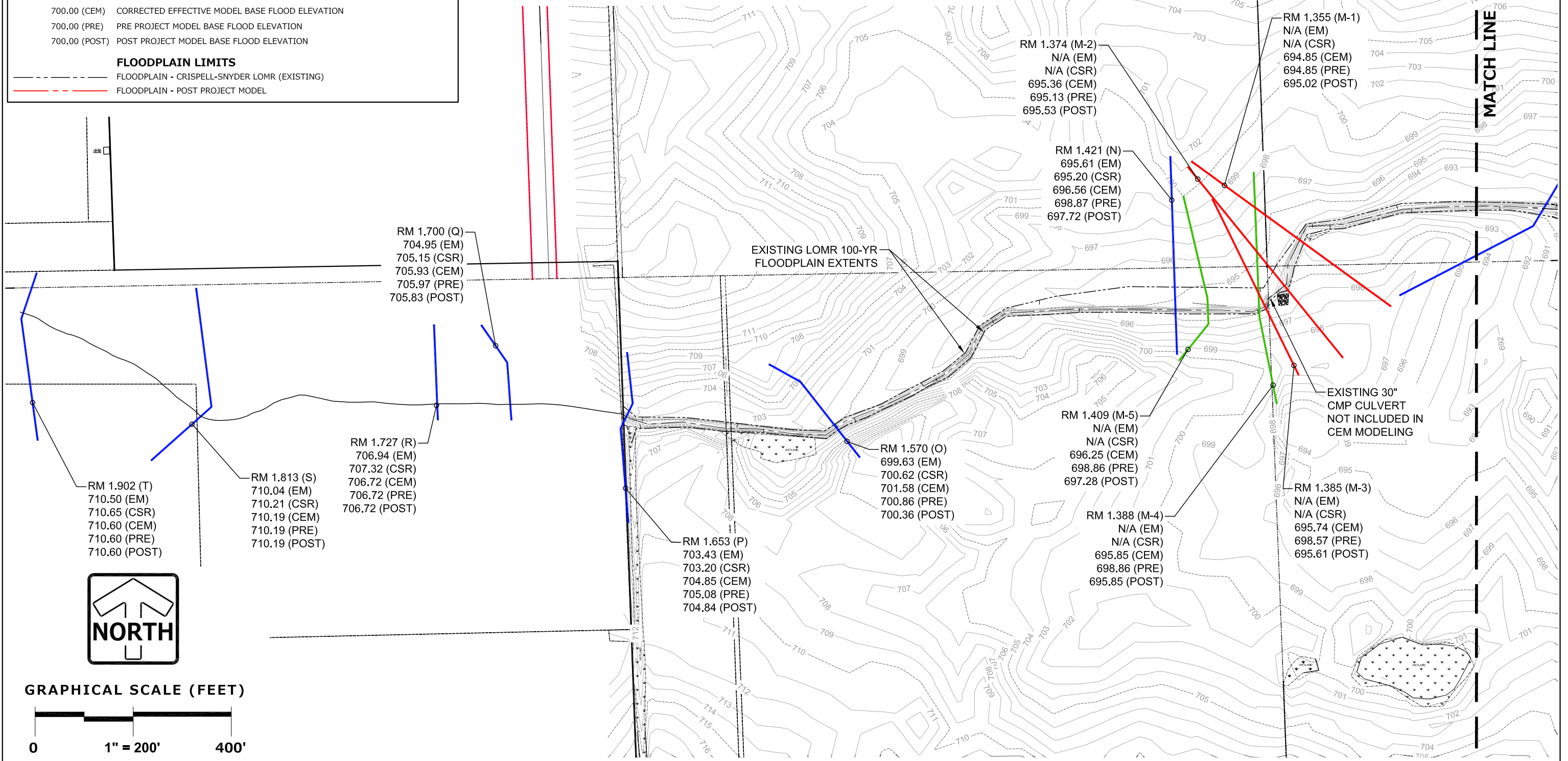


**LEGEND**

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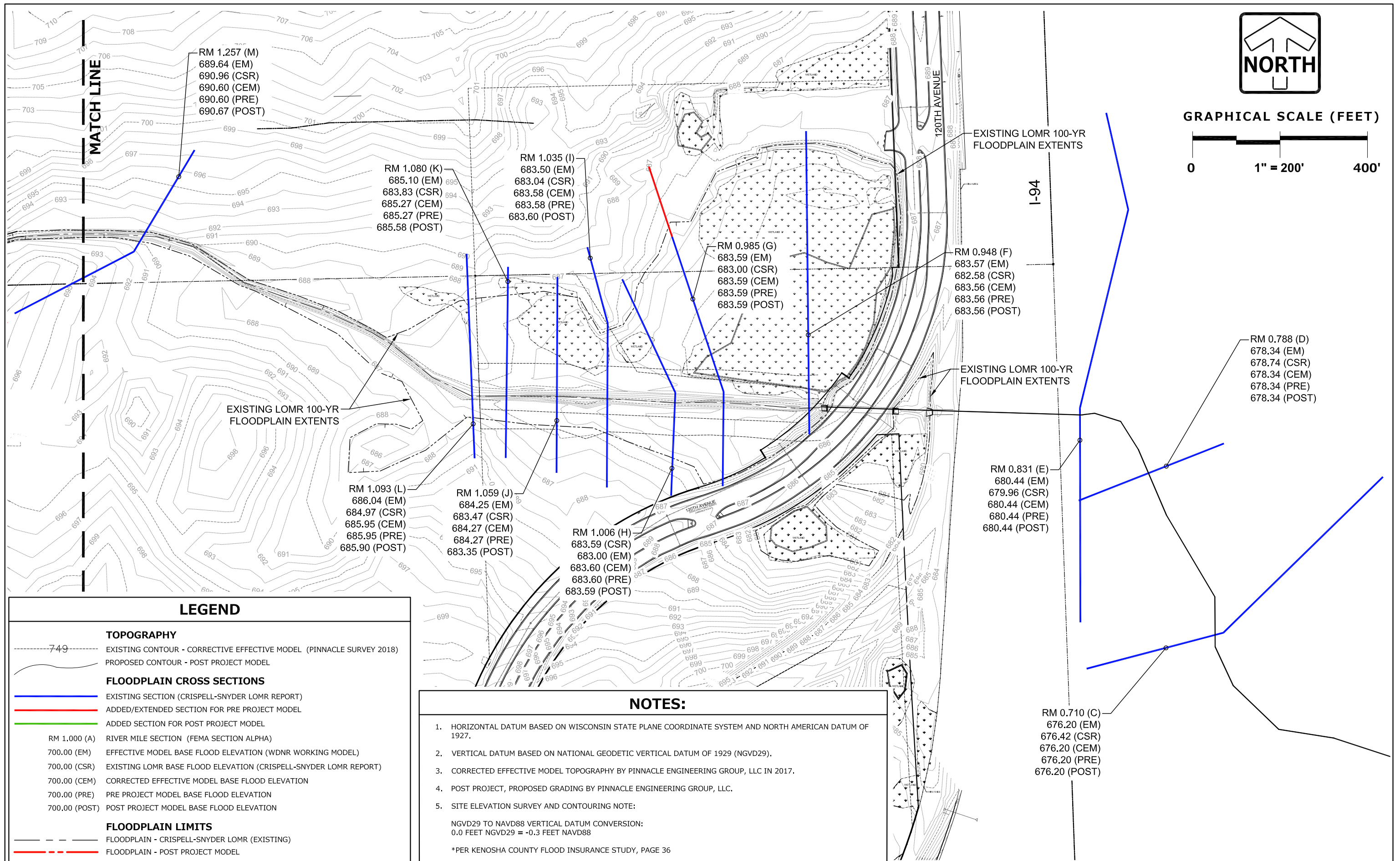
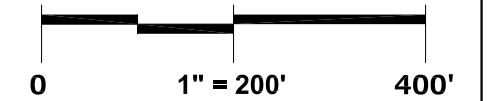


**FLOODPLAIN SECTIONS EXHIBIT - CORRECTED EFFECTIVE CONDITIONS 1 OF 6**

3/6/18



GRAPHICAL SCALE (FEET)



**LEGEND**

**TOPOGRAPHY**

- - - 749 - - - EXISTING CONTOUR - CORRECTIVE EFFECTIVE MODEL (PINNACLE SURVEY 2018)
- PROPOSED CONTOUR - POST PROJECT MODEL

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**FLOODPLAIN LIMITS**

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**FLOODPLAIN SECTIONS EXHIBIT - CORRECTED EFFECTIVE CONDITIONS 2 OF 6**

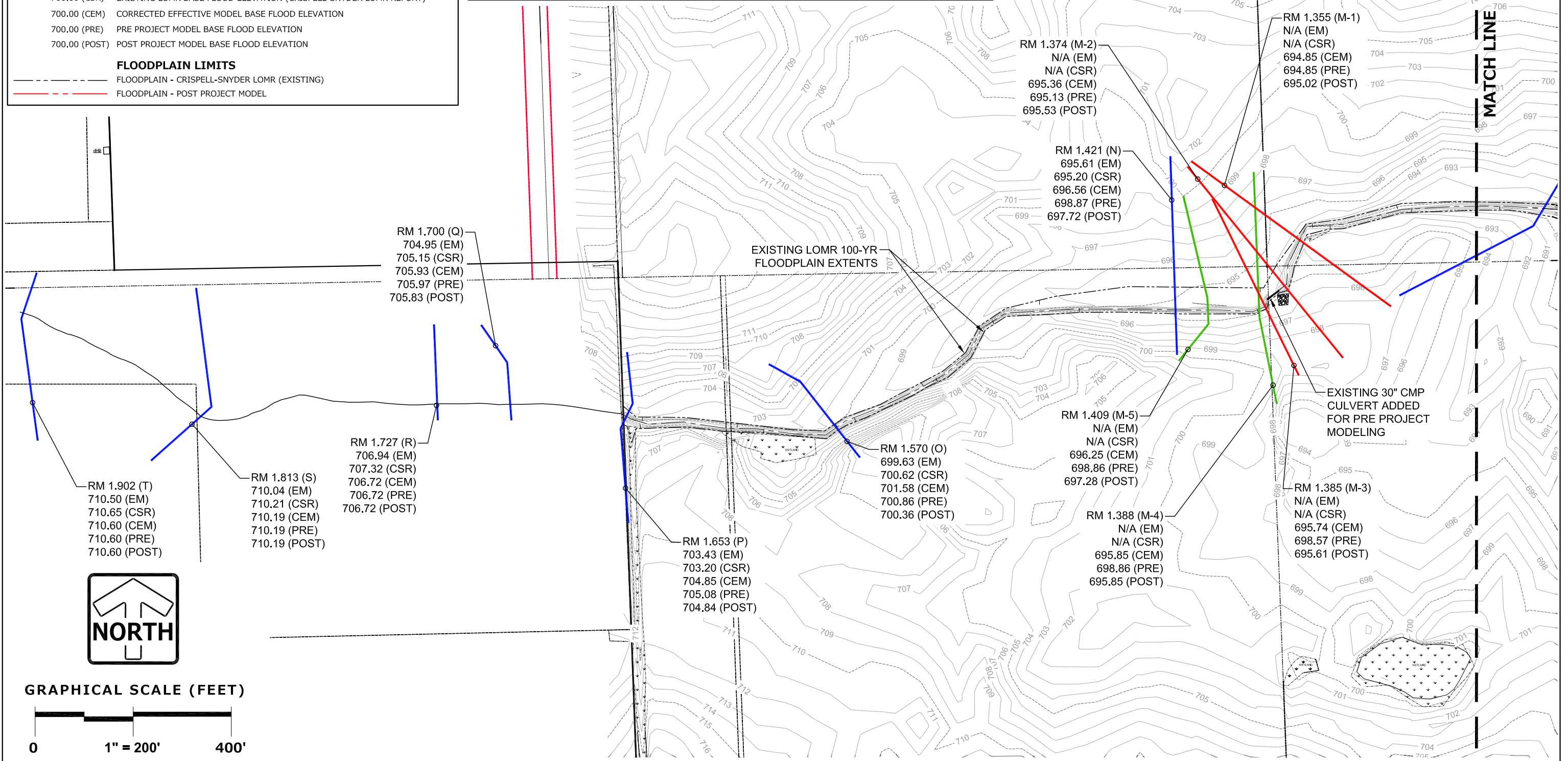
3/6/18

**LEGEND**

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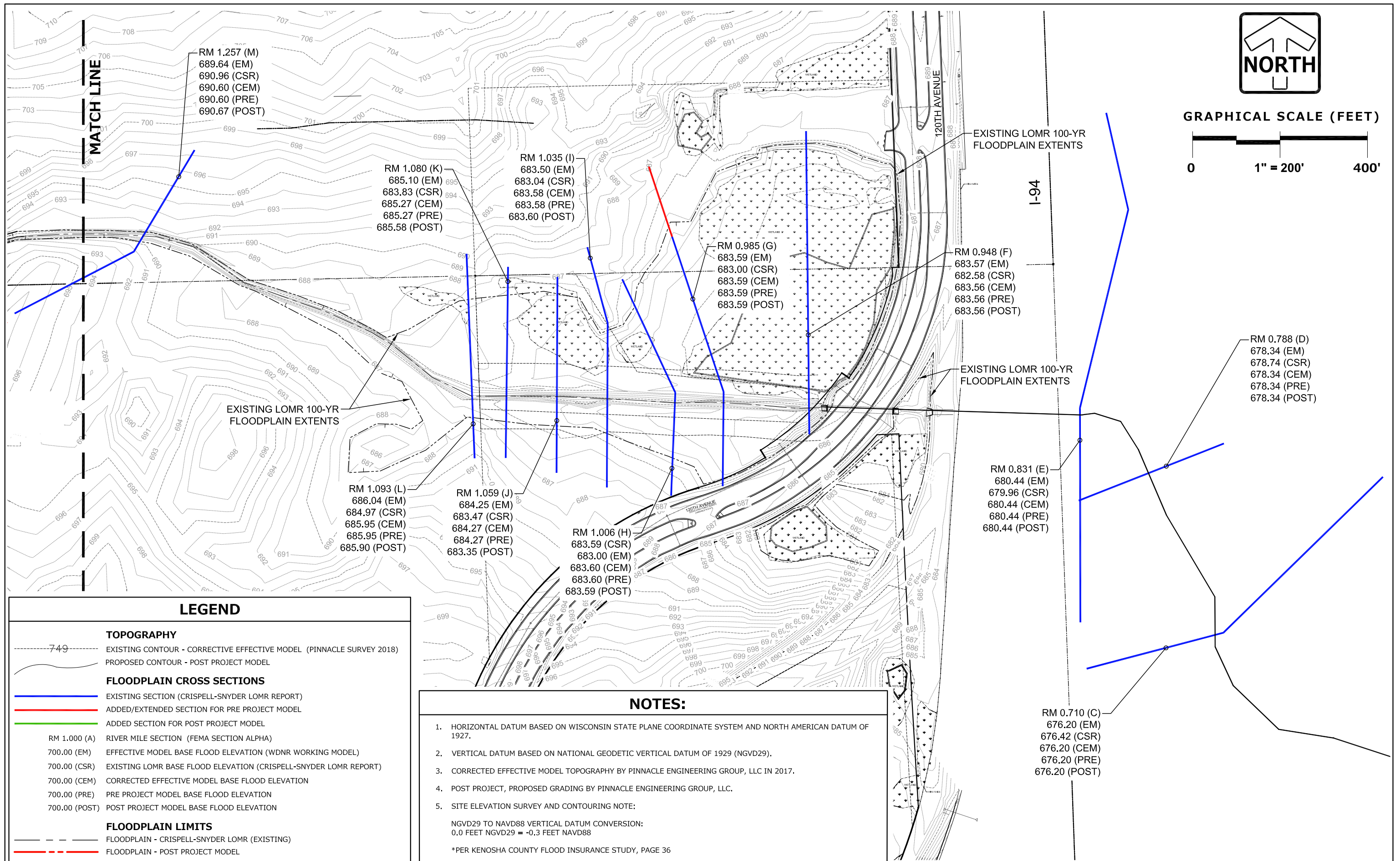
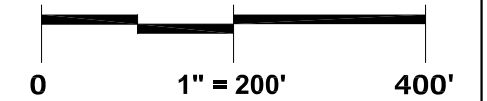


**FLOODPLAIN SECTIONS EXHIBIT - PRE PROJECT CONDITIONS 3 OF 6**

3/6/18



GRAPHICAL SCALE (FEET)



**LEGEND**

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**FLOODPLAIN SECTIONS EXHIBIT - PRE PROJECT CONDITIONS 4 OF 6**

3/6/18

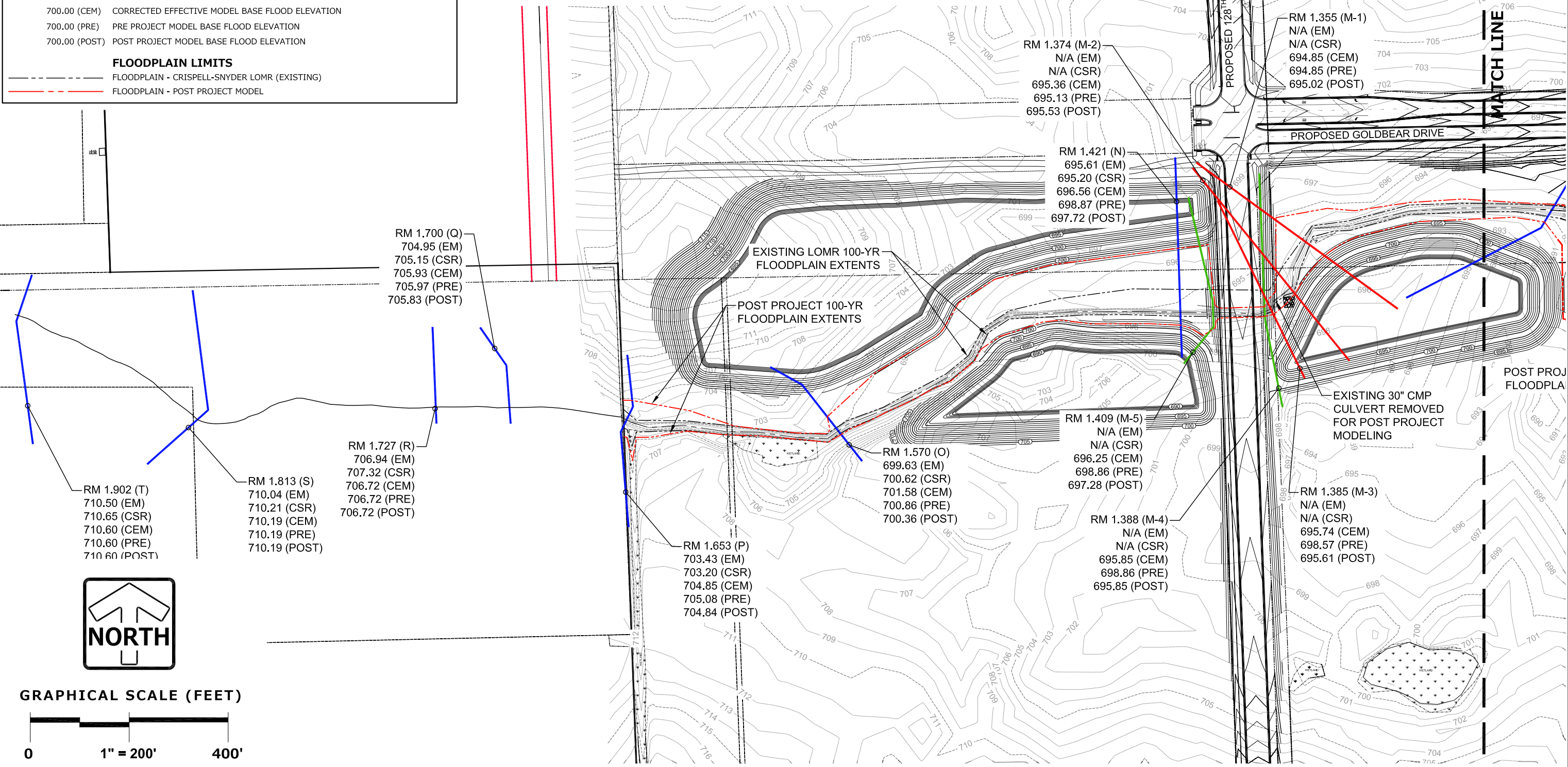


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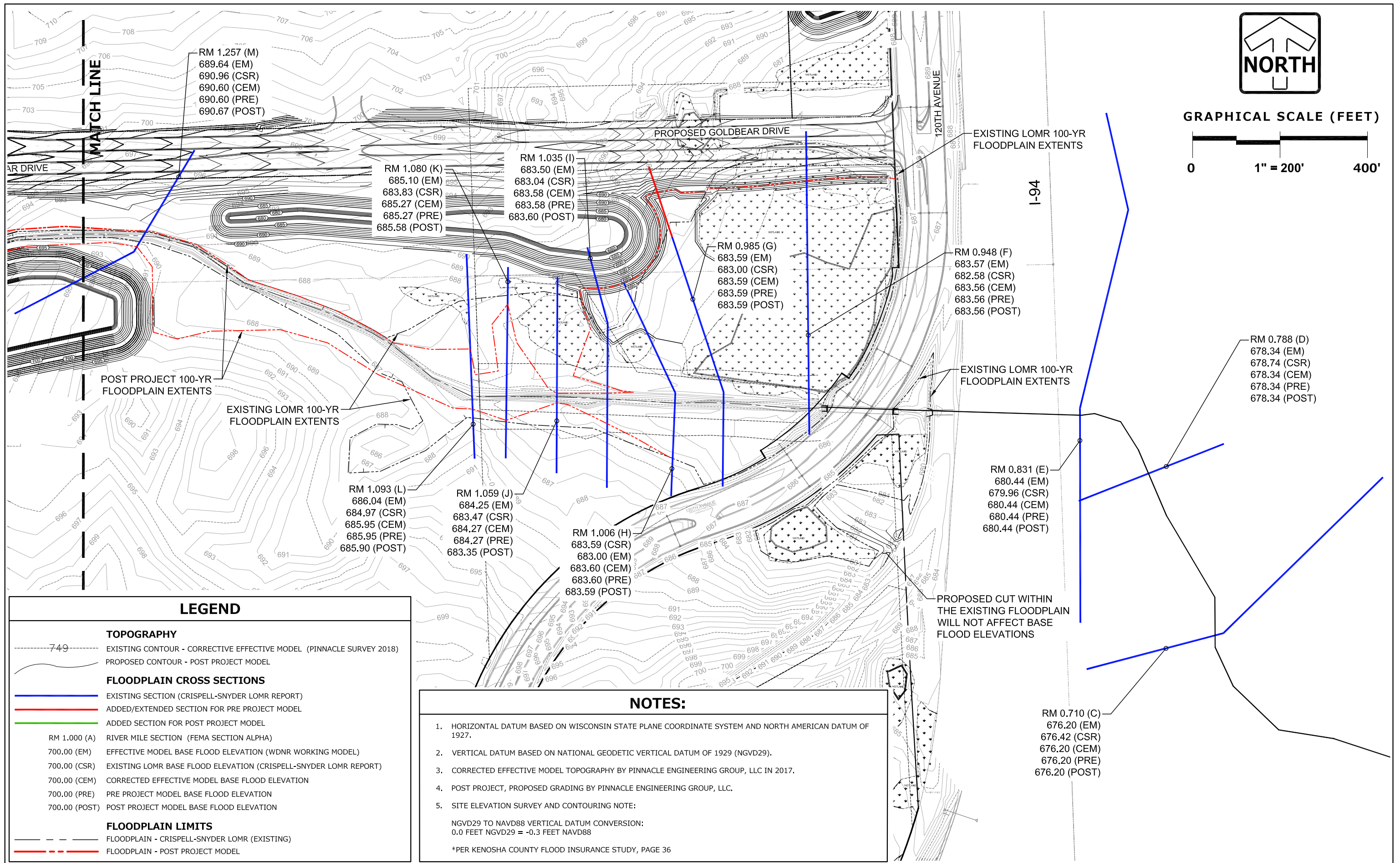
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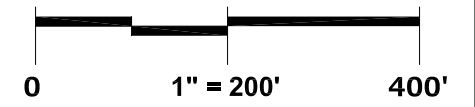


**FLOODPLAIN SECTIONS EXHIBIT - POST PROJECT CONDITIONS 5 OF 6**

3/6/18

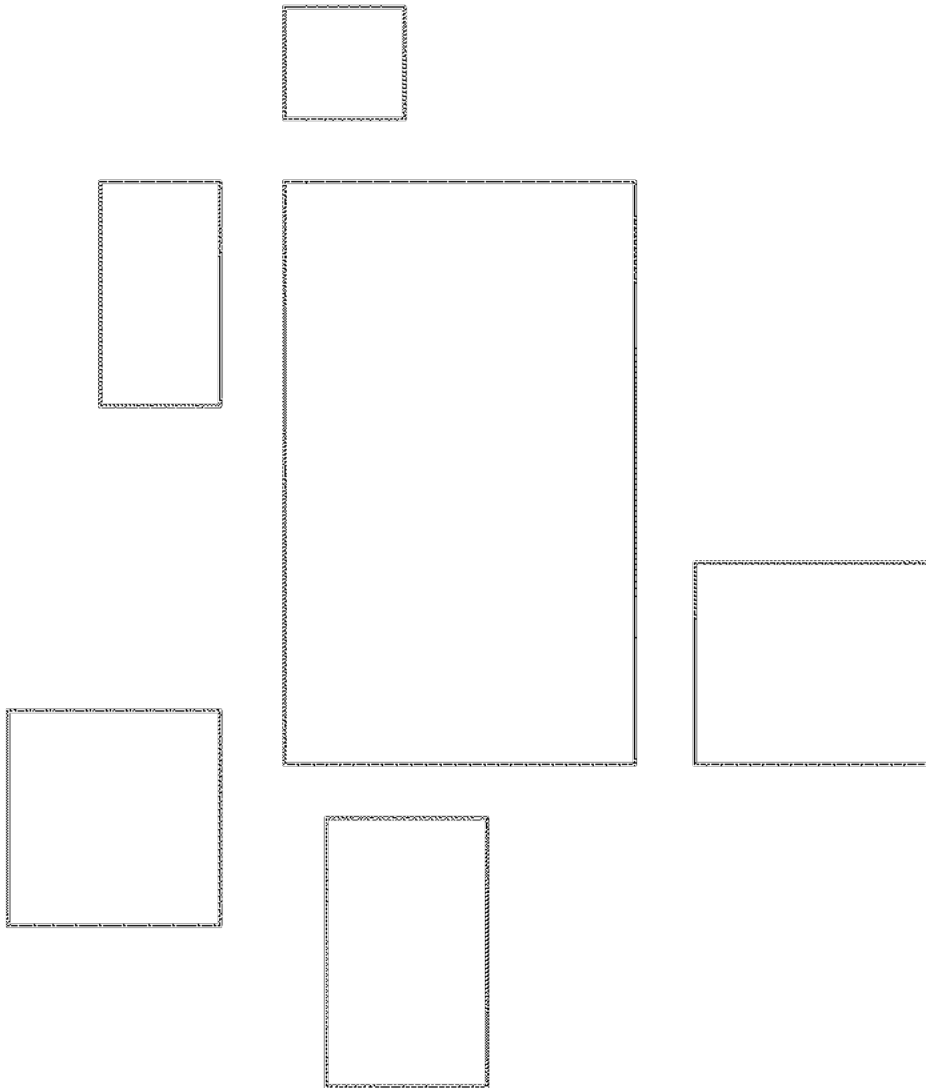


GRAPHICAL SCALE (FEET)



# FLOODPLAIN SECTIONS EXHIBIT - POST PROJECT CONDITIONS 6 OF 6

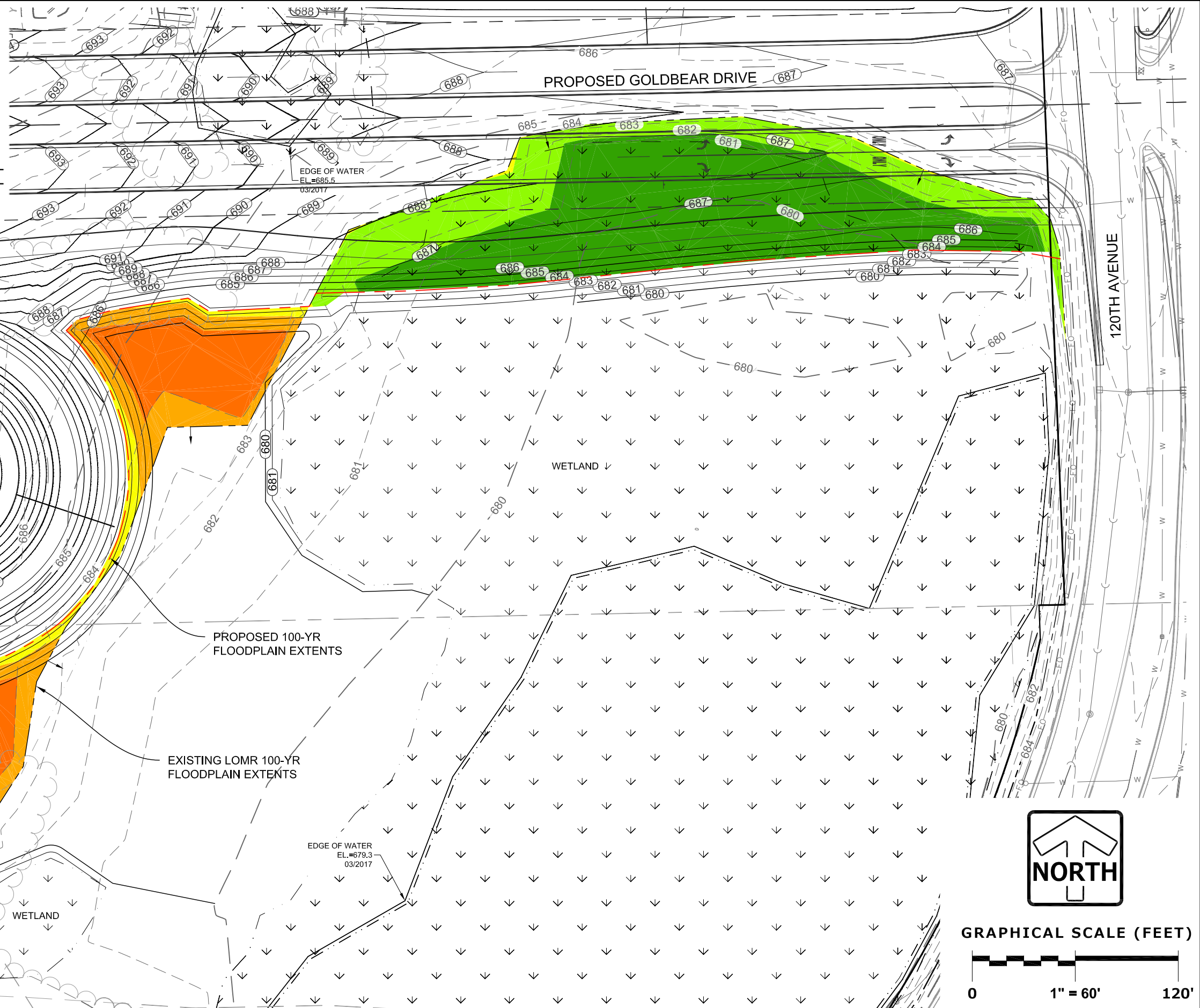
3/6/18



Floodplain Cut Area Table			
Number	Color	Minimum	Maximum
1	Red	-10.00	-8.00
2	Orange	-8.00	-6.00
3	Light Orange	-6.00	-4.00
4	Yellow	-4.00	-2.00
5	Light Green	-2.00	0.00
6	Green	0.00	2.00

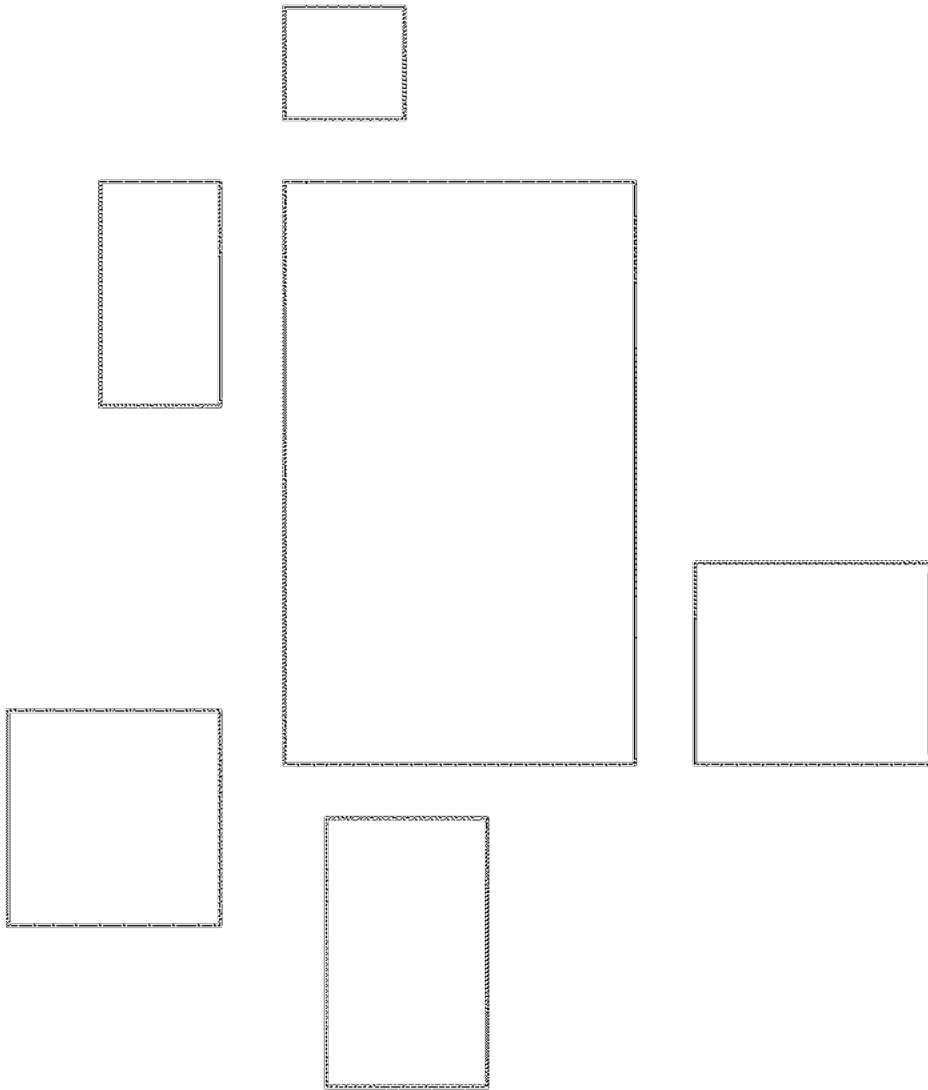
Floodplain Fill Area Table			
Number	Color	Minimum	Maximum
1	Yellow	-2.00	0.00
2	Light Green	0.00	2.00
3	Green	2.00	4.00
4	Dark Green	4.00	6.00
5	Very Dark Green	6.00	8.00
6	Black	8.00	10.00

Cut/Fill Summary					
Name	Cut Factor	Fill Factor	2d Area	Cut	Fill
FLOODPLAIN CUT AREA - ADDED	1.00	1.00	20161.93 Sq. Ft.	3113.59 Cu. Yd.	0.00 Cu. Yd.
FLOODPLAIN FILL AREA - REMOVED	1.00	1.00	27195.33 Sq. Ft.	0.48 Cu. Yd.	2469.32 Cu. Yd.
Totals			47357.26 Sq. Ft.	3114.06 Cu. Yd.	2469.32 Cu. Yd.



# PRAIRIE HIGHLANDS - FLOODPLAIN COMPENSATORY MITIGATION EXH

2/23/18



































TO: Village Board

*Consider a two year contract agreement between the Village of Pleasant Prairie and the Pleasant Prairie Professional Firefighter's Association, Local 3785, for the 2018-2019 calendar years.*

**Recommendation: Authorize the Village Administrator and the Village President to accept the proposed 2018-2019 contract.**

Significant Changes (*italicized*) include:

- Adjust Wages to reflect the following changes:

**2018**

April 1 - 2% wage increase

Paramedic pay to increase for current employees to **six (6%)** percent. Paramedic pay would be retroactive to January 1<sup>st</sup> 2018.

All new hires after April 1, 2018 will receive **5% med** pay until they reach top pay (5 years) after which the med pay will go to 6%.

**2019**

January 1 - wage increase 1%

July 1 - wage increase 1%

- An additional twenty-four (24) hour holiday that can be used as discretionary time off or as day off. Discretionary time approved by the chief or his designee. Any time remaining will be paid as part of the other holiday hours or used as time off.
- Residency – add Walworth County and Lake County, IL.

**AGREEMENT**

**between**

**the VILLAGE OF PLEASANT PRAIRIE**

**and**

**the VILLAGE OF PLEASANT PRAIRIE  
PLEASANT PRAIRIE PROFESSIONAL FIREFIGHTER'S**

**ASSOCIATION LOCAL 3785**

**Effective**

**January 1, 2018 through December 31, 2019**

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# **AGREEMENT**

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THIS AGREEMENT is made and entered into by and between the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the “Village” and the Pleasant Prairie Professional Fire Fighter’s Association, Local 3785, International Association of Fire Fighters, hereinafter referred to as the “Association” pursuant to the provisions of Chapter 111.70, and subject to the Sections of the Wisconsin Statutes as may be pertinent hereto.



1 **P R E A M B L E**

2 It is the intent and purpose of the parties hereto that this Agreement shall:

- 3 1.Set forth their agreement with respect to rates of pay, hours of  
4 work and other conditions of employment to be observed by  
5 the Village, the Association and the employees who are covered by this  
6 Agreement;
- 7 2.Provide procedures for fair adjustment of grievances;
- 8 3.Prevent interruptions of work during the life of this Agreement; and,
- 9 4. Promote harmonious relations between the Village, the  
10 Association, and the employees.

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**ARTICLE I**

**HEADNOTE**

- A. Reference to Fire Chief, includes the Fire Chief’s designated representative.
- B. For purposes of simplicity, employees shall be designated by their regularly assigned tour of duty. Employees assigned to the “24 hour tour of duty” will be referred to as “24 hour employees”.
- C. “Tour of duty”, “workday”, “shift” and “duty day” are synonymous.
- D. The “base hourly rate” of pay for the 24 hour employee is derived by dividing the annual salary by 2,912 hours for 1998 and thereafter.
- E. Reference to a “duty day” for a 24 hour employee means 24 hours.
- F. The “56 hour tour of duty for 1998” and thereafter, refers to the weekly work schedule of a 24 hour duty day.
- G. The “Board of Police and Fire Commissioners” shall be referred to herein as the “Commission”.

1 **ARTICLE II**

2 **RECOGNITION**

3 **SECTION 1.** The Village recognizes the Association as the exclusive  
4 collective bargaining agent or representative on all matters of wages,  
5 hours and conditions of employment as defined in Section 111.70 (1) (a),  
6 Wisconsin Statutes, for all regular full-time sworn employees of the  
7 Pleasant Prairie Fire & Rescue Department, but excluding supervisory  
8 employees as defined in Section 111.70 (1) (a), Wisconsin Statutes, for  
9 the purpose of collective bargaining as defined in Section 111.70 (1) (a),  
10 Wisconsin Statutes.

11 **SECTION 2.** The Village agrees that it will not discriminate against any  
12 employee covered by this Agreement because of membership or activities  
13 in the Association, nor will the Village interfere with the right of any  
14 employee to become a member of the Association, as provided by Section  
15 111.70 (1) (a), Wisconsin Statutes.

1 **ARTICLE III**

2 **MANAGEMENT RIGHTS**

3 **SECTION 1.** Except as otherwise provided in this agreement, the Village  
4 retains all the normal rights and functions of management and those it has  
5 by law. Without limiting the generality of the foregoing, this includes the  
6 right to hire, promote, transfer, demote or suspend or otherwise discharge  
7 or discipline for proper cause; the right to decide the work to be done and  
8 location of work; to utilize personnel, methods and means in the most  
9 appropriate efficient and flexible manner possible, to manage and direct  
10 the employees of the Village, to take whatever action necessary in  
11 situations of emergency, to determine the size and composition of the  
12 work force, to contract for work, services or material; to use temporary,  
13 provisional, part-time or seasonal employees; to schedule overtime work,  
14 to establish or abolish a job classification, to establish qualifications for the  
15 various job classifications, to introduce new or improved methods,  
16 operations or work practices. The Village shall have the right to adopt and  
17 alter reasonable rules and regulations.

1 **ARTICLE IV**

2 **ASSOCIATION RIGHTS AND PRIVILEGES**

3 **SECTION 1.** The Association shall keep the Chief and the Village  
4 Administrator of the Village of Pleasant Prairie currently advised as to the  
5 name of the authorized Association representatives who are designated to  
6 act on behalf of the Association for the purpose of investigating and  
7 processing grievances. One (1) such representative shall be allowed a  
8 reasonable amount of time during working hours, without loss of pay, upon  
9 permission being granted by the Chief, or in his absence Assistant Chief,  
10 to investigate and/or process grievances in Steps 1 and 2 of the grievance  
11 procedure. Permission will be granted provided the activity does not  
12 impair the operation of the Department. Any dispute concerning the  
13 exercise of discretion in determining the allowable paid grievance time  
14 shall be subject to the grievance procedure.

15 **SECTION 2.** The Association shall be permitted to conduct executive  
16 board or emergency business meetings on Village premises under the  
17 control of the Fire & Rescue Department, provided prior permission has  
18 been obtained from the Chief. No permission is granted hereunder for on  
19 duty personnel to attend Association meetings during duty hours, with the  
20 exception that a maximum of two (2) officers of the Association may  
21 attend such meetings without loss of pay. The Chief may grant special  
22 permission for other personnel to attend such meetings without loss of

1 pay. It is understood that on duty personnel attending such meetings will  
2 respond immediately to any duty demands.

3 **SECTION 3.**

4 (A) Not more than two (2) Association representatives will be granted  
5 time off without loss of pay during a duty day to attend labor contract  
6 negotiation meetings with the Village, provided such representatives  
7 are members of the Association's negotiating committee and the shift  
8 assignments of the representatives are at the same time that a labor  
9 contract negotiation meeting is conducted.

10 (B) If negotiation meetings are called by the Village during normal  
11 working hours, the designated negotiators for the Association who  
12 shall participate in such meetings will be granted time off for such  
13 meetings without loss of pay.

14 **SECTION 4.** Attendance at annual Association convention for one (1)  
15 delegate, one (1) day off without loss of pay shall be granted by the  
16 Village; provided, that at least a twenty-seven (27) day notice of the  
17 request shall be given to the Village and to the Chief.

18 **SECTION 5.** The Village will provide the Association the use of a bulletin  
19 board at each fire station for the purpose of posting material concerning  
20 the following types of subjects: Association meetings, elections,  
21 committee reports, rulings or policy statements, recreational and social  
22 affairs, employee personal affairs, etc. No material shall be posted which  
23 contains anything defamatory, scurrilous, anything pertaining to candidacy

1 for Village of Pleasant Prairie elective office and incumbents of such  
2 offices, or anything reflecting in such a manner upon the Village or any of  
3 its employees, unless such material is the result of Association rulings or  
4 policy statements or committee reports and is typed and/or printed on  
5 Association stationery. Violation of this section shall be sufficient reason  
6 for removing the unauthorized posted material by direction of the Chief.  
7 Any dispute as to the exercise of this discretion by the Chief shall be  
8 subject to the grievance procedure.

9 **SECTION 6.** Not more than one (1) on-duty Association officer or their  
10 representative may attend Police and Fire Commission meetings,  
11 provided such personnel shall respond immediately to any alarms or calls  
12 for the apparatus to which they are assigned. The Association shall make  
13 every effort to assign off duty Association officers.

14 **SECTION 7.** Employee and non-employee Association representatives  
15 shall be permitted to confer with employees during duty hours, concerning  
16 Association business which is not in violation of this Agreement or  
17 otherwise illegal; provided, the exercise of this privilege does not interfere  
18 with the operations of the Department.

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21 **SECTION 8.** Upon request, any employee covered by this Agreement,  
22 who is being interviewed or ordered to appear before any superior officer

1 where disciplinary action may be taken, shall have the right to have an  
2 Association representative present.

3 **SECTION 9.** The Association member serving as a state director of the  
4 State of Wisconsin Professional Fire Fighter's Association shall be  
5 authorized twenty-four (24) hours of released time annually, for the  
6 purpose of attending State Association meetings. Employees who are  
7 appointed to a State Advisory Board are permitted to attend such  
8 meetings while on duty if they received approval from Chief two (2) weeks  
9 in advance of the meeting and have agreed to advance the position of the  
10 Village.

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1 **ARTICLE V**

2 **FAIR SHARE & DUES**

3 **SECTION 1.** All employees in the bargaining unit shall be required to  
4 pay, as provided in this article, their fair share of the costs of  
5 representation by the Association. No employee shall be required to join  
6 the Association, but membership in the Association shall be available to all  
7 employees who apply, consistent with the Associations constitution and  
8 bylaws.

9 The Employer shall deduct in equal installments from the monthly  
10 earnings of all employees in the collective bargaining unit, except exempt  
11 employees, their fair share of the cost of representation by the  
12 Association, as provided in Section 111.70 (1) (f), Wis. Stats., and as  
13 certified to the Employer by the Association The Employer shall pay said  
14 amount to the treasurer of the Association on or before the 15<sup>th</sup> of the  
15 month in which such deduction was made. The date for the  
16 commencement of these deductions shall be determined by the  
17 Association; however all employees, except exempt employees, shall be  
18 required to pay their full (annual) fair share assessment regardless of the  
19 date on which their fair share deductions commence.

20 A. For the purposes of this article, exempt employees are those  
21 employees who are members of the Association and whose  
22 dues are deducted and remitted to the Association by the

1 Employer pursuant to Article V (Dues Deduction) or paid to  
2 the Association in some other manner authorized by the  
3 Association. The Association shall notify the Employer of  
4 those employees who are exempt from the provisions of this  
5 article and shall notify the Employer of any changes in its  
6 membership affecting the operation of the provision of this  
7 article.

8 B. The Association shall notify the Employer of the amount  
9 certified by the Association to be the fair share of the cost of  
10 representation by the Association and the date for the  
11 commencement of fair share deductions, two weeks prior to  
12 any required fair share deduction.

13 The Association agrees to certify to the Employer only such fair  
14 share costs as are allowed by law, and further agrees to abide by the  
15 decisions of the Wisconsin Employment Relations Commission and/or  
16 courts of competent jurisdiction in this regard. The Association agrees to  
17 inform the Employer of any change in the amount of such fair share costs.

18 The Association shall provide employees who are not members of  
19 the Association with an internal mechanism with the Association which is  
20 consistent with the requirements of state and federal law and which will  
21 allow those employees to challenge the fair share amount certified by the  
22 Association as the cost of representation and to receive, where  
23 appropriate, a rebate of any monies to which they are entitled. To the

1 extent required by state or federal law, the Association will place in an  
2 interest-bearing escrow account any disputed fair share amounts.

3 The Association does hereby indemnify and shall save the  
4 Employer harmless against any and all claims, demands, or other forms of  
5 liability, including court costs, that shall arise out of or by reason of action  
6 taken or not taken by the Employer, which Employer action or non-action  
7 is in compliance with the provision of this article, and in reliance on any  
8 lists or certificates which have been furnished to the Employer pursuant to  
9 this article, provided that the defense of any such claims, demands, suits  
10 or other forms of liability shall be under the control of the Associations and  
11 its attorneys. However, nothing in this section shall be interrupted to  
12 preclude the Employer from participating in any legal proceeding  
13 challenging the application or interpretation of this article through  
14 representatives of its own choosing and its own expense.

15 **SECTION 2.** Indemnification: The Association will refund to the  
16 employee involved any Association dues erroneously collected by the  
17 Employer and paid to the Association. The Association agrees to hold the  
18 Employer harmless from any claims or demands arising out of compliance  
19 with the provisions of this article.

20 **SECTION 3.** Dues Deduction Forms: The Employer agrees to deduct  
21 monthly dues from the pay of employees who individually sign voluntary  
22 check-off authorization forms supplied by the Association, which shall  
23 include the following statement:

1                    “I, the undersigned, hereby authorize the Village of  
2                    Pleasant Prairie to deduct from my wages each and  
3                    every month, my Association dues designated by the  
4                    Secretary Treasure of the Association for and on my  
5                    behalf.”

6 This authorization shall be valid for the term of this contract.

7                    **SECTION 4.** Deductions: The Employer shall deduct the appropriate  
8                    amount from the first paycheck each month of each employee requesting  
9                    such deduction following receipt of such statement, and shall remit the  
10                    total of such deductions to the Association in one lump sum.

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24                    **ARTICLE VI**

25                    **SENIORITY**

1        **SECTION 1. - DEFINITION:** Shall mean the status attained by length of  
2        continuous full-time service following the successful completion of the  
3        probationary period; the employee's seniority date shall then be  
4        retroactive to the date of hire as a full-time employee. If two or more  
5        employees are appointed on the same day, seniority shall be determined  
6        by the ranking created by the Chief, with concurrent notice to the Union.

7        **SECTION 2. – PROBATIONARY PERIOD**    New employees shall be on  
8        a probationary status for a period of not less than 365 days, and until  
9        meeting all training certification and residency requirements as determined  
10       by the chief. Probationary status may be extended by the chief with a six  
11       (6) month option. During their probationary period, new employees may  
12       be discharged at the discretion of the Chief of the Fire & Rescue  
13       Department without recourse to the contractual grievance procedure or to  
14       the Police and Fire Commission herein. If still employed after such date,  
15       seniority shall date from the first day of hiring. Until a probationary  
16       employee has acquired seniority, he shall have a no re-employment rights  
17       in case of layoff.

18       **SECTION 3. – PERSONNEL ACTIONS**    The practice of following  
19       seniority in transfers, layoffs, recalls from layoffs, vacations and shift  
20       preference to fill vacancies shall be continued. Seniority shall not  
21       accumulate during any period of layoff or unpaid leave of absence (except  
22       active military duty) and shall not include paid on call time prior to hire as a

1 full-time employee of the Department. Ability and efficiency shall be taken  
2 into consideration only when they substantially outweigh considerations of  
3 length of service or in cases where the employee who otherwise might be  
4 retained or promoted on the basis of such continuous service is unable to  
5 do the work required. Full-time employees shall receive preference over  
6 part-time employees. A transfer is the filling of a new or vacated position  
7 and shall be governed by job posting.

8 **SECTION 4. - TEMPORARY ASSIGNMENTS** The Village, in exercising  
9 its right to assign employees, agrees that an employee has seniority in a  
10 job classification, but may be temporarily assigned to another job to fill a  
11 vacancy caused by a condition beyond the control of management. Any  
12 employee so temporarily assigned shall be returned to his/her regular job  
13 as soon as possible. Temporary assignments shall not be considered  
14 transfers.

15 **SECTION 5. - LAYOFF AND BUMPING** In the event it becomes  
16 necessary to reduce the number of employees in the department, the  
17 probationary employees shall be the first to be laid off and then the  
18 employee with the least seniority. If a position is eliminated, the  
19 employee(s) affected by such action shall have the right to displace the  
20 least senior employee within his/her classification. If this is not possible,  
21 the affected employee shall displace the least senior employee within the  
22 Fire & Rescue Department in any other classification, regardless of pay  
23 rate, provided he/she has enough seniority to do so, and further provided

1 that the employee is able to demonstrate his ability to perform the work  
2 within a 365 calendar days probationary period.

3 Employees laid off in a reduction of force shall have their seniority status  
4 continue for a period equal to their seniority at the time of layoff, but in no  
5 case shall this period be less than three (3) years. When vacancies occur  
6 in a department, which any employees hold layoff seniority status, then  
7 employees shall be given the first opportunity to be recalled and placed on  
8 these jobs. In the event an employee declines to return to work when  
9 recalled under this sections, such employee shall forfeit all accumulated  
10 seniority rights.

11 **SECTION 6. – NOTICE OF TERMINATION** Any full-time employee  
12 covered by this agreement whose employment is terminated for any  
13 reason other than disciplinary action, shall be entitled to two (2) weeks'  
14 notice.

15 All employees shall give two (2) weeks' notice, in writing, of their intention  
16 to sever their employment with the Village. If any employee fails to give  
17 such notice, any earned vacation pay shall be forfeited. Earned vacation  
18 time shall not be counted toward the two (2) weeks required notice.

19 **SECTION 7. – SENIORITY LIST** The Village shall prepare and maintain  
20 an up-to-date master seniority list of all full-time employees. Such list  
21 shall be brought up -to-date by the first business day of the new year and  
22 immediately posted on department bulletin boards. Any discrepancies,  
23 with the seniority list as posted shall be reported to the Chief of Fire &

1 Rescue, in writing, no later than thirty (30) days from the date of posting,  
2 or the posted list shall stand approved.

3 **SECTION 8. – LOSS OF SENIORITY AND TERMINATION**

4 An employee shall lose his/her seniority rights for the following reasons  
5 only:

6 A.If he/she quits.

7 B.If he/she has been discharged for just cause.

8 C.If he/she fails to notify the Village within one(1) week of his/her  
9 intentions upon recall for layoff and does not report for work  
10 within two (2) weeks of recall (by certified, return receipt mail).

11 D.If he/she has been in a layoff status longer than provided for  
12 above.

13 E.If he/she fails to return to work on the first workday following the  
14 expiration date of a leave of absence.

15 F.If he/she retires on a voluntary or compulsory basis.

16 G.If he/she receives disciplinary action of ten (10) days or more,  
17 subject to the Chief's discretion.

18 **SECTION 9 – RETENTION OF SENIORITY** For the purpose of fringe  
19 benefits only, such as sick leave, vacation, holidays, retirement, etc., a  
20 full-time employee's seniority shall continue if transferred from one Village  
21 department or facility to another. For promotions or job retention, seniority  
22 of the employee as defined in Article VI shall apply, subject to the  
23 contractual promotion procedure as stated in Article XXI.





1 **ARTICLE VII**

2 **COMPENSATION**

3 **SECTION 1.** Salaries of the employees in the bargaining unit shall be  
4 established as shown in Appendix "A".

5 **SECTION 2. – STEP INCREMENTS** Upon successful completion of  
6 probation employees will move to Step B after which employees will move  
7 from the minimum step in the pay range to the maximum step in the pay  
8 range in annual increments on the anniversary date of initial appointment.

9 **SECTION 3. – PAYDAYS** Departmental paydays for all employees  
10 shall be on every other Friday.

11 **SECTION 4.** Effective January 1, 2018, paramedics shall receive a  
12 stipend of 6% of their respective gross salary, as that salary is set forth in  
13 Appendix "A". Paramedic pay will be paid on the bi-weekly payroll.  
14 All employees hired after April 1, 2018 will receive 5% paramedic pay until  
15 they reach the top of the pay scale (5 years) after which the paramedic  
16 pay will increase to 6%.

1 **ARTICLE VIII**

2 **RETIREMENT FUND CONTRIBUTIONS**

3 A. Employees hired on or after July 2, 2011: The WRS employee required  
4 contribution shall be paid by the employee.

5 B. The Village shall pay the employer required contribution

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7 **ARTICLE IX**

8 **CLOTHING ALLOWANCE**

9 **SECTION 1. – SAFETY EQUIPMENT** The Village shall furnish proper  
10 safety equipment for all work per SPS 330 In the event the state of  
11 Wisconsin revises the SPS 330 clothing requirement, the changes shall be  
12 effective as of the date of the next collective bargaining agreement unless  
13 the change must be made immediately, in which case the parties shall  
14 meet to discuss the method of implementing the State-mandated changes.

15 **SECTION 2. – STATION UNIFORMS** The Village shall provide  
16 uniforms for use inside the station and on calls when uniforms under  
17 Section 1 Article IX of this Agreement are not required. If the Village or  
18 Fire & Rescue Department mandates any change in the Fire & Rescue  
19 uniform, the cost of the first issue shall be provided by the Village.  
20 Thereafter the cost of the new uniform shall be credited against the \$400  
21 annual uniform allowance.

1 All uniforms shall be purchased by the Village. Work clothing is defined  
2 as:

3 A.Approved Trousers

4 B.Approved Shirts - short and long sleeve

5 C.Approved Sweatshirt

6 D.5.11 Hi Vis Responder Parka

7 E.Department approved black belt

8 F.Shineable black shoes or boots

9 G.100% cotton T-shirts

10 H.Spring/Fall Jacket

11 I.Clothing required for participation on the SRT team

12 For each piece of work clothing in need of replacement, the Village shall  
13 provide the employee with a new item of work clothing whose cost shall be  
14 deducted from the uniform allowance. The Village shall appropriate up to  
15 \$400.00 for each employee to be used for purchase of approved uniforms,  
16 effective January 1, 2012. The employee is responsible for proper care  
17 and maintenance of uniforms. The Village shall replace any uniform  
18 damaged in the line of duty and such replacement shall not be counted  
19 against the employee's annual uniform appropriation. The Chief of the  
20 Fire & Rescue or his/her designee shall determine if the condition of the  
21 uniform items are suitable for continued wear. If the Village or Fire  
22 Rescue Department mandates any change in the Fire & Rescue uniform,  
23 that change will be provided by the Village.

1        **SECTION 3. – USE OF AUTOMOBILE**    All employees required by the  
2        Chief/designee to use their private automobile for Village business while  
3        on duty shall receive the same rate as established for the Village Board for  
4        each mile traveled in the course of any duty, other than responding to  
5        calls.

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1 **ARTICLE X**

2 **HOURS OF WORK**

3 **SECTION 1. – WORKDAY AND WORK WEEK DEFINED:**

4 **Schedule 1:** The work schedule of non-civilian (sworn) employees of the  
5 Fire Department will be a repetitive tour-of-duty cycle consisting of twenty-  
6 four (24) hours on continuous active duty, followed by forty-eight (48)  
7 hours continuous hours off duty, which results in an average fifty-six (56)  
8 hour work week and a 2,912 hour work year.

9 The Village reserves the right to vary from the above schedule where the  
10 Village deems it necessary to do so in order to obtain adequate manpower  
11 in the event of a natural disaster/emergency, subject to the following  
12 consideration: The village shall make every effort to schedule no more  
13 than nine (9) twenty-four (24) hour shifts in a twenty-seven (27) day work  
14 cycle; where this work schedule must be exceeded, overtime shall be paid  
15 for all hours worked in excess of this schedule.

16 **SECTION 2 – EMERGENCY** In case of emergency; the Chief of Fire &  
17 Rescue may deviate from the normal schedule to cover the emergency.

18 **SECTION 3 – FLSA** The work period for FLSA purposes for employees  
19 within this agreement shall be determined by the Village.

20 **SECTION 4 – TRAINING, SCHOOLS AND SEMINARS** Employees can  
21 be detailed by the Chief of Fire & Rescue for training, schools and

1 seminars with the following equivalencies: up to three (3) eight (8) hour  
2 days shall equal a 24 hour shift, without the need to pay overtime.

3 **SECTION 5 – SHIFT HOURS** The starting time for day shift operations  
4 may be scheduled between 7:00 a.m. and 7:00 a.m. the following day and  
5 between 7:00 a.m. and 6:00 p.m. Personnel shall be relieved when the  
6 next scheduled relief arrives.

7 **SECTION 6 – REPORT TO POSITION** The “report to position” practice  
8 has been implemented to replace the traditional “roll call” practice. This  
9 practice permits a member of the on-duty platoon to be relieved from  
10 his/her position and excused from duty, by a “coming on duty” member at  
11 any time after 0600 hours. The following procedure shall apply to the  
12 “report to position” practice, with the exception of Schedule 2, to whom  
13 this section shall not be applicable:

14 A. The report to position practice will not interfere with the current  
15 time trade practices during the last hour prior to the end of the  
16 tour of duty;

17 B. The most senior Firemedic on a piece of apparatus, shall be the  
18 first person relieved, from duty, by a coming on duty Firemedic;

19 C. When a member is not relieved by a coming on duty member,  
20 he/she shall remain on duty until 0700 hours, except in cases of  
21 less staff on the following shift, in which case the Firemedic will  
22 not be relieved by another member and shall be required to  
23 remain on duty.

1 D.The traditional roll call shall be held at 0700 hours, for the coming  
2 on duty members;

3 E.No compensation shall be paid to any employee coming on duty  
4 prior to 0700 hours of any day pursuant to the provisions of this  
5 section.

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1 **ARTICLE XI**

2 **TIME TRADES**

3 **SECTION 1. – CHANGING OR TRADING TOURS OF DUTY**

4 Changing or trading tours of duty shall be permitted with the prior consent  
5 and approval of the Chief of Fire & Rescue or his designee. Such consent  
6 and approval shall not be unreasonably withheld. Lieutenants shall be  
7 permitted to trade shifts with Lieutenants and non-probationary  
8 Firemedic's. The Village shall incur no additional cost as the result of such  
9 change or trade. All shift trades must be repaid as soon as possible, but  
10 no later than one (1) year after the trade occurs. All parties shall share  
11 responsibility for maintaining required records as to shift trades. It shall be  
12 the responsibility of the respective employees to guarantee that the shift  
13 trade(s) is paid back within one (1) year. If the employee who has agreed  
14 to cover the shift is a no-show, that employee will be penalized by  
15 forfeiting one and one-half days of paid vacation or holiday pay to  
16 compensate for the overtime that the Village will be obligated to pay the  
17 staff member who is forced to remain on duty.

1 **ARTICLE XII**

2 **OVERTIME**

3 **SECTION 1. – OVERTIME** When required to work in excess of the  
4 normal fifty six (56) hour work schedule, over time pay shall be granted  
5 and paid at the rate of one and one-half (1 ½) times the base rate of pay.  
6 The base rate of pay shall be annual salary divided by two thousand nine  
7 hundred and twelve (2,912) hours.

8 **SECTION 2. – CALL IN PAY** Any employee reporting for work in case  
9 of emergency shall be granted a minimum of two (2) hours of work at the  
10 overtime rate, except when the call-in overlaps his/her normal shift starting  
11 time.

12 **SECTION 3. – OVERTIME DISTRIBUTION** All overtime work shall be  
13 distributed impartially and as equally as possible. Only work in excess of  
14 twenty-four (24) hours in any one workday shall be counted as over time  
15 when the division of overtime among employees is to be considered in  
16 future assignments of such work. The Chief of Fire & Rescue or his  
17 designee shall find the first qualified person to work any overtime, which  
18 shall be the most senior full time non-command person, with the fewest  
19 OT hours accrued during the calendar year to date, who has no existing  
20 shift conflicts. Shifts may be split if no one person can fill an entire 24-hour  
21 shift.

1           **SECTION 4. – MANDATORY CALL BACK**   When during the course of  
2           an emergency or filling vacancies, the Chief of Fire & Rescue or his  
3           designee can order personnel to report for duty or to remain on duty, past  
4           the end of their respective shift. Where it is found the employees on duty  
5           have performed forty eight (48) hours of consecutive “in station” duty,  
6           when possible, every effort shall be made to relieve those employees.  
7           The personnel to be ordered to report for duty can be either the senior  
8           employee with the fewest overtime hours or the least senior employee.

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1 **ARTICLE XIII**

2 **HOLIDAY PAY**

3 **SECTION 1. – ENTITLEMENT** Employees who are regularly scheduled  
4 to work fifty-six hours a week shall receive a holiday account of 192 hours  
5 per year. There shall be no loss of holiday hours for an employee on light  
6 duty. For new employees, the payment for holiday hours shall be prorated  
7 on the basis of one/365<sup>th</sup> of the total holiday hours accruing for each day  
8 the employee was on the payroll during the initial calendar year of  
9 employment. No holiday as paid off time may be taken for the first six (6)  
10 months of employment of the employee in question.

11 Effective January 1, 2018, an additional 24 hours will be added to be used  
12 as discretionary time off which will be approved by the Chief or his  
13 designee. Any time remaining at the end of the year will be paid out as  
14 part of the other holiday hours.

15 **SECTION 2.**

16 A. Employees may elect to utilize up to **ninety-six (96)** hours as  
17 paid time off; however the remaining **ninety-six (96)** hours, as  
18 well as any other unused holiday hours, will be paid in a  
19 separate check by December 1.

20 B. If holiday time off is not picked under Article XV Section (1), the  
21 employee will be granted time off, provided written notice of the  
22 intent to take such day off is received by the Chief of Fire &

1 Rescue or his designee twenty-one (21) days prior to the day  
2 requested. Without such notice, the Chief of Fire & Rescue can  
3 deny the request.

4 C. Upon termination of employment, the payment for holiday hours  
5 shall be prorated on the basis of 1/365 of the total holiday hours  
6 accruing for each day the employee was on the payroll in a  
7 calendar year. In the event an employee who terminates during  
8 the calendar year has taken more holiday hours in time off than  
9 the employee has accrued on the basis of the above 1/365 per  
10 day ratio as of the date of termination, the dollar amount of the  
11 excess holiday hours will be deducted from that employee's final  
12 paycheck or from any other payment owed that employee.

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21 **ARTICLE XIV**

1 **VACATION**

2 **SECTION 1. – ENTITLEMENT**

3 Employees may voluntarily elect to utilize up to 216 hours as paid time off;  
4 the remaining time to which the employee is entitled, pursuant to the  
5 schedule established in this section, will be paid in a separate check by  
6 December 1. Employees who wish to exercise this option must notify the  
7 Chief no later than March 1 of each year.

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9 The following vacation schedule shall apply to all full-time employees:

- 10 Within the first year of continuous service: 0 hours.
- 11 After one (1) year of continuous service: 144 hours.
- 12 After seven (7) years of continuous service: 216 hours.
- 13 After fifteen (15) years of continuous service: 288 hours.
- 14 After twenty-five (25) years of continuous service: 360 hours.

15 An employee who has reached his/her first year anniversary and is unable  
16 to use his/her vacation leave prior to December 31, shall be paid in a  
17 separate check by December 1 of that year. An employee reaching his/her  
18 7<sup>th</sup>, 15<sup>th</sup>, and 25<sup>th</sup> anniversary during the respective calendar year, shall be  
19 allowed to use the seventy-two (72) additional hours prior to reaching their  
20 anniversary date. In the event an employee takes vacation time off before  
21 he/she is entitled to do so under the above eligibility schedule and  
22 terminates his/her employment prior to being so entitled, pay for such  
23 advance time off shall be deducted from their final paycheck.

1 **SECTION 2. – TERMINATION** An employee who is entitled to a vacation at the  
2 time of terminating his/her service with the Village shall be paid for his/her  
3 vacation at the time of severing his/her status. This section shall not apply  
4 if the employee fails to comply with the second paragraph of Article VI  
5 Section (6).

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1 **ARTICLE XV**

2 **VACATION AND HOLIDAY SELECTION**

3 **SECTION 1.** The selection for time off for vacations and holiday shall be  
4 made by the third Thursday in December of the preceding year , shall be  
5 based upon seniority, shall be for vacation and holidays combined and  
6 shall be selected in rotation in multiples of three work days, with a  
7 maximum of six workdays on any one pick. A maximum of seven days  
8 may be elected as single days off. The employee with the most seniority  
9 within a given shift makes the first selections and so on; however, the  
10 employees can mutually switch vacation periods if it can be done without  
11 inconvenience to the Village or creating overtime costs. Employees not  
12 making a vacation/holiday selection by the third Thursday in December of  
13 the preceding year, shall lose all right to pick by seniority, and must select  
14 from the time remaining. Regardless of the manner of selection, all time  
15 off for vacations shall be taken by December 31 of the respective year.  
16 A maximum of seven (7) days may be selected as single days off after  
17 one (1) year of continuous service through the twenty-fifth year of  
18 continuous service; and after twenty-five years of continuous service ten  
19 (10) days may be selected as single days off.

20 **SECTION 2.**

21 Firemedics will be assigned to one of three shifts following Schedule 1 as  
22 defined in Article X (for purpose of picking holiday and vacations). At such



1 time as additional Firemedics are hired, they too will be given a shift  
2 assignment (for purpose of picking holiday and vacations), so that each  
3 shift has an equal balance of assigned Firemedics.

4 **SECTION 3.** One Firemedic per shift shall be allowed to be on  
5 vacation/holiday leave at any given time. Effective January 1, 2019, two  
6 (2) Firemedic's will be allowed off on vacation/holiday leave at any given  
7 time.

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**ARTICLE XVI**

**LEAVES OF ABSENCE**

**SECTION 1. – IMMEDIATE FAMILY** In the event of a death of an employee’s father, mother, husband, wife, brother, sister, son, daughter, mother-in-law, father-in-law, step parent or daughter and son-in-law, such employee will be paid for straight time lost from schedule work not to exceed forty-eight (48) hours or two (2) working days, within a seven (7) day period following the date of death.

**SECTION 2 – OTHER FAMILY** In the event of a death of an employee’s brother-in-law, sister-in-law, grandparent, grandchild, or stepchild (a stepchild is one living with or who was raised by the stepparent), such employee will be paid for straight time lost from schedule work not to exceed twenty-four (24) hours or one (1) working day, falling between the date of death and the date of the funeral, both inclusive, except in special circumstances.

**SECTION 3. – RATE OF PAY** Pay shall be at the employee’s straight time hourly earned rate for the payroll period in which the death occurred. It is agreed that the employee may be required to furnish verification of the date of death, date of funeral and relationship to the deceased.

**SECTION 4 – PERSONAL** Application for leave of absence for personal reasons shall be made in writing and shall be presented to the Chief of

1 Fire & Rescue. All employees must have successfully completed the  
2 Probationary Period before any personal leave will be granted. A leave  
3 may not be granted for the purpose of interviewing for or taking other  
4 employment; however, the term "other employment" shall not include  
5 elective, federal, state or county office.

6 The granting of such leave and the length of time for such leave shall be  
7 contingent upon the reason for the request. The department head may  
8 grant a person leave of absence without pay for thirty (30) calendar days  
9 or less. Leaves of absence without pay for more than thirty (30) calendar  
10 days but not exceeding six (6) months may be granted by the department  
11 head with the approval of the Village Administrator. Personal leaves of  
12 absence without pay, requested for a period in excess of six (6) months  
13 must be approved by the Village Administrator.

14 **SECTION 5. – JURY DUTY** Any employee called for jury duty shall receive  
15 his/her regular salary for such time missed from work, provided he/she  
16 shall deposit any compensation he/she received for jury duty with the  
17 Village Clerk and receive his/her regular pay in turn. Employees called for  
18 jury duty but not assigned to serve or who are released from jury duty  
19 during an assigned work day will return to their assigned jobs as soon as  
20 dismissed.

21 **SECTION 6. - SUBPOENAED COURT APPEARANCE** An employee who, by  
22 subpoena, must appear in court, as result of the performance of their duty  
23 to the Village, while off duty, shall receive the overtime rate, at minimum of

1 two (2) hours for those hours spent in court. An employee who, by court  
2 order, must appear in court while on duty or off duty, shall deposit any  
3 compensation he/she received for said appearance with the Village Clerk.  
4 The employee shall notify the Chief of Fire & Rescue, immediately upon  
5 receiving notice of the court order to appear.

6 **SECTION 7. – ARMED FORCES** Employees called upon or who enlist in the  
7 Armed Forces of the United States shall be granted leaves of absence  
8 and their seniority shall accumulate providing they report for work within  
9 ninety (90) days of discharge, unless unable to do so because of illness or  
10 injury in which case leave shall be extended.

11 **SECTION 8. – REINSTATEMENT** Upon return from military leave, the  
12 employee shall be returned to a position and pay in keeping with federal  
13 regulations.

14 **SECTION 9. – RESERVE TRAINING** An employee who is a member of a  
15 military reserve and who may be called upon for reserve training or  
16 emergency service shall receive his/her regular pay for such training or  
17 service (not to exceed two (2) weeks for any one (1) call-up), provided  
18 he/she shall deposit his military base pay with the Village Clerk and  
19 receive his/her regular pay in turn.

20 **SECTION 10. – EDUCATION** Leaves of absence without pay, not to exceed  
21 two (2) years may be granted to those employees who desire to improve  
22 their ability and job knowledge through further education. The procedure

1 for obtaining such leave shall be the same as that of Section 4 of this  
2 Article.

3 **SECTION 11. – VETERAN’S EDUCATION** Any veteran of the Armed Forces  
4 of the United States of America shall be granted an authorized leave of  
5 absence to pursue studies under the G.I. Bill of Rights or any subsequent  
6 government veteran’s training program, provided that such training can be  
7 of value to the Village’s personnel requirements.

8 **SECTION 12 – CHILDBEARING AND CHILDREARING LEAVES**

9 The parties agree that requests for, and granting of, leaves for the  
10 purpose of child bearing and child rearing shall be governed by the  
11 requirements of the Wisconsin and Federal Family and Medical Leave Act.

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**ARTICLE XVII**

19

**SICKNESS DISABILITY**

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**SECTION 1.** Twenty-Four (24) hour personnel shall earn fifteen (15)

1 hours of sick leave per month from the date of hire with total accumulation  
2 not exceeding 2912 hours or one year.

3 A. An employee who becomes ill or injured when not in actual  
4 performance of duty, and as a result is not able to perform  
5 his/her duties on a regularly scheduled duty day, shall receive  
6 his/her regular pay during such absence to the extent of his/her  
7 accumulation. Sick leave shall be charged on an hour for hour  
8 basis.

9 B. Sick leave pay is payable upon and during the illness or disability  
10 of an employee. It is not payable for non-emergency dental or  
11 medical appointments, unless it is impractical for the employee  
12 to schedule such appointment during the employee's off hours.  
13 Where the injury or illness occurs as a result of work which is  
14 being performed for another employer, the sick leave  
15 benefits/disability/Worker's Compensation provided by the other  
16 employer shall be the coverage which is provided. Such benefits  
17 shall be exhausted before any Village sick leave benefits are  
18 provided.

19 C. When an employee leaves work because of illness, the employee  
20 shall receive regular pay for so long as the employee worked  
21 and sick leave pay, if available, for the remainder of the regular  
22 work day. Employees who have been ill but are able to return to  
23 work during their regular work day may telephone their superior

1 as to their availability and, if authorized to do so, may return to  
2 work. If employees so return to work, sick leave pay, if available,  
3 shall be paid only for the period of absence.  
4

5 **SECTION 2.** Sick leave shall include absence from duty on a regular  
6 scheduled duty day because of employee's illness or injury or, upon  
7 proper notice to the Chief or representative, because of serious injury,  
8 illness or medical emergency in the employee's immediate family (parent,  
9 child or spouse). "Proper notice" means immediate notification to the Duty  
10 Chief of the need to leave work and the reason. The Duty Chief shall  
11 relieve the employee as soon as possible. Sick leave may be taken on an  
12 hourly basis, but will be charged in one hour segments.

13 **SECTION 3.** In order to be granted sick leave with pay, the employee  
14 must adhere to the following: Report reason for absence from work at  
15 least one (1) hour prior to start of shift. Keep the Chief informed of  
16 condition.

17 **SECTION 4.** Employees on sick leave shall receive the pay due under  
18 the sick leave allowance on their regular pay day.

19 **SECTION 5.** The Village shall have the right to require the submission of  
20 adequate medical proof of the employee's disability due to accident or  
21 illness. Should there be an extended period of disability; the Village shall  
22 have the right to require periodic medical proof of the employee's  
23 disability.

1        **SECTION 6.** If an employee appears to be injured or ill while on the job,  
2        or there is reason to believe that an employee needs medical attention, his  
3        supervisor shall have the right to require the employee to furnish a  
4        statement from a licensed physician before returning to work that the  
5        employee is capable of performing the work required by his/her job. The  
6        Village shall send such employee to the doctor at the Village's expense.

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**ARTICLE XVIII**

**HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE**

**SECTION 1. – HOSPITAL -SURGICAL**

**Effective January 1, 2018:**

20        Employees who achieve and maintain the wellness program level as  
21        defined by the Village and/or insurance company by December 1, 2017,  
22        shall contribute 5.0% toward their health insurance premium.



1 Employees who elect not to participate in the Village Wellness Program,  
2 and those who do not achieve or maintain the wellness program level as  
3 defined by the Village and/or insurance company by December 1, 2017,  
4 shall pay twenty-five (25%) of premium.

5 A. The Village shall make a Section 125/129 employee contribution  
6 plan available, which shall be made available to employees for  
7 the purpose of payment of insurance premium contributions on a  
8 tax free basis.

9

10 **SECTION 2. - RETIREE HEALTH INSURANCE**

11 For employees who retire after May 1, 2002 who are at least fifty-three  
12 (53) years of age and have had twenty (20) or more years of continuous  
13 employment with the Village immediately preceding retirement, the Village  
14 shall pay its share of the hospital-surgical-major medical and dental  
15 coverage. If employee was covered by family policy at the time of  
16 retirement, he/she shall be eligible to retain such family coverage. The  
17 Village shall pay the same premium contribution as is paid for current  
18 employee at the time of the retirement for such health and dental  
19 coverage equal to the level of coverage provided active employees for five  
20 (5) years after the employee in question retires; thereafter, the monthly  
21 premium costs to the Village shall be fixed at the monthly rate which was  
22 in effect five (5) years after the employee's retirement, and retiring  
23 employee must pay the cost of any premium increase thereafter. The

1 Village's premium obligation shall terminate when the employee becomes  
2 eligible for Medicare or for ten (10) years following retirement, whichever  
3 occurs first. However, if the employee decides to purchase supplemental  
4 Medicare benefits, he/she shall pay the full cost of such supplemental  
5 coverage. The insurance premium payment by the Village during the first  
6 five (5) years of retirement shall be the same level of premium contribution  
7 made by the Village for active employees, including any employee  
8 contribution toward the cost of the premium. All retirees shall be placed  
9 within the insurance program established for active employees and as  
10 further modified for active bargaining unit employees.

11 For employees who are hired after January 1, 2009 the Village shall pay  
12 0% of the premiums for hospital-surgical-major medical.

13

14 **SECTION 3. – RETIREMENT HEALTH SAVINGS PLAN- for all employees**  
15 **hired after January 1, 2009.**

16 A. For employees hired after January 1, 2009, the Employees must  
17 contribute a minimum of 96 hours holiday pay plus any unused  
18 holiday hours, and

19 B. Employees must contribute accrued vacation hours in excess of  
20 216.

21 C. Provisions as outlined in Article XVIII Section 3 A and B will sunset  
22 as of 12/31/15.

23 D. Employees will contribute 100% of sick and vacation accrual upon

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termination, and,

E. Employees and employer will each contribute 1% of ongoing salary per calendar year.

F. All employees who meet the maximum accumulation of sick hours (2912) will still accrue hours according to the accrual schedule but the hours will be converted into dollars and contributed into the RHSD. The Village reserves the right to make changes to this benefit in any given year after meeting with the Plan Administrator and union representatives to discuss the state of the plan.

**SECTION 4. – DENTAL INSURANCE**

The Village shall provide a basic dental plan. The Village may also offer other dental plans that provide additional benefits at an additional premium to be paid by the employee.

**Effective January 1, 2017:** Employees to contribute twenty percent (20%) of monthly premium.

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**ARTICLE XIX**

**EDUCATION INCENTIVE**

**SECTION 1** - The Village shall provide tuition reimbursement to Department employees, subject to the following conditions:

- A. The Village shall provide tuition reimbursement and reimbursement for the cost of books (books not to exceed two hundred dollars (\$200.00) per course) up to a maximum of three (3) courses per calendar year. Reimbursement is limited to State schools only. Other schools may be considered at the discretion of the Chief.
- B. Courses eligible for reimbursement shall be Fire Science, Emergency Medical (not to include M.D.), Public Administration Mechanical Engineer, and Emergency Management. Approval of the courses are the exclusive right of the Chief of Fire and

1                   Rescue and the courses must be reasonably related to a fire and  
2                   rescue career.

3

4                   C.All courses for which tuition reimbursement is requested must be  
5                   approved, in advance, by the Chief.

6                   D.The employee must achieve a grade of “B minus” or better, and  
7                   must take the graded option rather than the ungraded option  
8                   (where such a choice is available) in order to be eligible for tuition  
9                   reimbursement.

10                  E.Tuition reimbursement shall be provided after the course is  
11                  completed, and after the grade is received, by the employee.

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1 **ARTICLE XX**

2 **WORKER'S COMPENSATION**

3 **SECTION 1.** Employees are entitled to Worker's Compensation  
4 coverage. An employee who is absent due to injury or illness caused  
5 during the course of his/her duties shall receive his/her regular wages  
6 during his/her absence; except if an employee is absent due to back  
7 and/or neck injuries caused during the course of his/her duties, he/she  
8 shall receive his/her regular wage for a period of six (6) months only, and  
9 thereafter the employee shall receive compensation in accordance with  
10 the Wisconsin Worker's Compensation Act. If the occupational injury or  
11 illness is of the duration in which Worker's Compensation is paid to the  
12 employee, the employee shall receive his/her normal paycheck and shall  
13 remit the Workers Compensation check to the Village Treasurer, as soon  
14 as it is received by the employee, for a period of six (6) months only.

1 **ARTICLE XXI**

2 **PROMOTIONAL PROCEDURE**

3 **CONTRACT LANGUAGE:**

4 **SECTION 1.** Promotions shall be effected in accordance with  
5 Section 62.13, Wis. Stats. For a period of five (5) working days, the  
6 Village shall post promotional opportunities on a bulletin board  
7 where bargaining unit employees are working.

8 **SECTION 2.** An employee selected for promotion to Lieutenant  
9 (LT1) shall be given a trial period which shall be one (1) year in  
10 duration. If during the trial period the employee is found not to be  
11 qualified or if he/she does not wish to continue employment in the  
12 position to which he/she has been promoted, the Village will return  
13 the employee to his/her former position.

14 **VILLAGE PROMOTION POLICY/PROCEDURE:**

15 The following shall constitute the procedure which shall be followed where  
16 employees seek to be promoted from the Firemedic to a Lieutenant  
17 position:

- 18 **1)** The employee shall have at least three (3) years of service in  
19 the Village of Pleasant Prairie as a full-time Firemedic.
- 20 **2)** The employee must possess the following certifications and  
21 qualifications:  
22

- 1                   **A)** Wisconsin Fire Training Instructor I Certification (NFPA-  
2                                   1041).
- 3                   **B)** Wisconsin Fire Officer I Certification (NFPA-1021)
- 4                   **C)** Wisconsin Fire Inspector I Certification (NFPA-1031)
- 5                   **D)** Wisconsin Paramedic Certification
- 6                   **E)** Wisconsin Driver's License
- 7                   **F)** Completion of the Company Officer Leadership Academy  
8                                   (COLA)

9                   **3)** All candidates for the Lieutenant position, who are qualified  
10                                   pursuant to the provisions of Sections 1 and 2, above, shall be  
11                                   presented to an Assessment Center. The Assessment Center  
12                                   shall conduct interviews of all candidates who meet the  
13                                   qualifications stated in Sections 1 and 2, above.

14                   **4)** The Village of Pleasant Prairie Police and Fire Commission shall  
15                                   then conduct interviews of all candidates who are qualified,  
16                                   pursuant to the provisions of Sections 1 and 2, above. From the  
17                                   interviewees, the Police and Fire Commission shall develop a  
18                                   list of candidates, premised upon the following criteria:

- 19                                   **A)** The results of the Assessment Center interview.
- 20                                   **B)** Review of the personnel file of the employee/candidate.
- 21                                   **C)** The interview of the candidate(s) by the Police and Fire  
22   Commission

23  
24                   **5)** The Chief of Fire and Rescue shall select the candidate who is  
25                                   to be promoted from the list of eligible candidates which is



1 provided by the Police and Fire Commission pursuant to the  
2 procedures stated above. After a vacancy has been filled, the  
3 list of qualified applicants may be retained by the Village for use  
4 in filling future Lieutenant vacancies, but not for longer than two  
5 (2) years.

6 **6)** In the event that there are no applicants for the lieutenant  
7 position or no applicants who qualify for the Lieutenant position,  
8 the Village may fill the vacancy in some other manner.

9 **7)** The salaries for the positions of Lieutenant-1 (LT-1) and  
10 lieutenant -2 (LT-2) shall be as established in the contractual  
11 salary schedule.

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1 **ARTICLE XXII**

2 **TRANSFER OF PERSONNEL**

3 **SECTION 1. – PERMANENT TRANSFERS** Permanent transfer of  
4 personnel between shifts and stations shall be made once each year and  
5 shall be posted on or about two (2) weeks prior to the time of vacation and  
6 work reduction day selection, and shall become effective on or about the  
7 last day of each year. Starting on October 1 of each year all personnel  
8 may pick his/her shift and station by seniority in rank and subject to Fire &  
9 Rescue Chiefs determination to the need of the Department. This process  
10 shall be completed on/about November 1 and shall be completed using  
11 the Department's station/shift roster as provided by the Administration. In  
12 addition, permanent transfers may be made during the year at the  
13 discretion of the Chief for efficient and orderly operation of the department.  
14

1 **ARTICLE XXIII**

2 **OFF-DUTY TIME**

3 The Village shall not impose regulations upon an employee's off-duty  
4 time except in the case of a minimum staffing call back for duty, and for  
5 conduct which:

6 A.Brings discredit upon the Village of Pleasant Prairie or the Pleasant  
7 Prairie Fire & Rescue Department; or

8 B.Results in the use of public employment for private gain.

9 Conduct in contravention of this Article shall be subject to

10 disciplinary action. The Board of Police and Fire Commissioners  
11 of the Village of Pleasant Prairie may adopt rules, not  
12 inconsistent herewith, for the implementation of this Article.

13 C.For the reasons stated below the chief of the Fire & Rescue

14 Department shall prohibit employees of the Village of Pleasant Prairie  
15 Fire & Rescue Department from performing firefighting duties for  
16 municipalities operating a paid or volunteer fire department other  
17 than the Village of Pleasant Prairie.

18 1. The provisions of fire protection services to the public is a  
19 dangerous occupation requiring highly trained, capable personnel  
20 using appropriate methods and equipment under the direction of  
21 experienced supervisors. As such, the performance of fire  
22 protection duties without the requisite training, methods,

1 equipment, or supervision may threaten the health and well-being  
2 of employees and the public.

3 2. Employees who perform fire protection duties on a voluntary basis  
4 or as a result of outside employment are subject to increased  
5 exposure to hazardous conditions that may result in a greater  
6 incidence of illness or injury. Consequently, the performance of  
7 such duties for other municipalities may have a direct bearing on  
8 employee's ability to perform fire protection duties for the Village  
9 of Pleasant Prairie.

10 3. State statute has established a presumptive relationship between  
11 an employee's fire suppression duties and Cancer and Heart and  
12 Lung Disabilities the employee may develop. The Village of  
13 Pleasant Prairie and its taxpayers are financially liable for the  
14 employee's duty disability benefits, and must be confident that  
15 such disabilities are the result of the employee's work for the  
16 Village of Pleasant Prairie and not for other municipalities.

17 4. The prohibition against employees of the Village of Pleasant  
18 Prairie Fire & Rescue Department from performing firefighting  
19 duties for municipalities other than the Village of Pleasant Prairie  
20 shall be in effect on the 1<sup>st</sup> day of January, 1999. Violation of this  
21 section, after one written warning shall result in discharge from  
22 service of said employee.

23 **ARTICLE XXIV**

1 **GRIEVANCE PROCEDURES**

2 **SECTION 1.** A grievance shall consist only of a dispute involving the  
3 interpretations or application of provisions of this Agreement, including a  
4 complaint involving working conditions established by this Agreement and  
5 the application of the Fire & Rescue Rules and Regulations to the extent  
6 that they have a direct impact upon wages, hours and work conditions of  
7 employment. The grievance procedure shall not apply to departmental  
8 operations and proceedings, disciplinary actions, promotional procedures,  
9 job classifications, or any other matter contained in Section 62.13,  
10 Wisconsin Statutes. All matters subject to the provisions of Section 62.13,  
11 Wisconsin Statutes, not covered in this Agreement, shall be processed in  
12 accordance with such Statute.

13 **SECTION 2.** A grievance shall be governed and controlled by the  
14 following procedures:

15 **STEP 1.** If an employee has a grievance, he/she shall first present and  
16 discuss the grievance orally with the Assistant Chief on duty, either alone  
17 or accompanied by Association Representative. The employee is to state  
18 that he/she is presenting a first step grievance and the Association  
19 representative is to identify his/her position and authority. The Assistant  
20 Chief shall orally communicate a decision to the employee within five (5)  
21 calendar days. In order to be timely, a grievance must be presented at the  
22 **Step 1** level within fifteen (15) calendar days of the date that the employee  
23 knew or should have known of the cause of the grievance.

1        **STEP 2**    The grievance shall be considered settled at the Step 1 level,  
2        unless within ten (10) calendar days after the communication of the  
3        Assistant Chief's decision, the employee and/or Association  
4        Representative shall reduce the grievance to writing and present it to the  
5        Chief. The written grievance shall specifically state the provision or  
6        provisions of the Agreement, Department rules, regulations or procedures  
7        as defined in Section 1 above, which are alleged to have been violated.  
8        The Chief shall meet with the grievant and/or Association Representatives  
9        for the purpose of discussing and attempting to resolve the grievance.  
10       The meeting shall be scheduled at the mutual convenience of the parties.  
11       Within ten (10) calendar days after the date of said meeting, the Chief  
12       shall provide written answer to the grievant and the Association  
13       Representative. The written answer shall state the resolution agreed to  
14       for the grievance or the reason (s) for rejecting the grievance. The  
15       grievance shall be considered settled in accordance with the written  
16       answer of the Chief unless written notice is given by either the grievant or  
17       the Association of the desire to appeal the grievance to the Village  
18       Administrator. In order to be timely, the written notice of appeal must be  
19       presented to the Village Administrator within ten (10) calendar days after  
20       the date of the Chief's written answer.

21       **STEP 3 – VILLAGE ADMINISTRATOR.**    The Village Administrator shall  
22       schedule and hold a meeting within ten (10) calendar days after the date  
23       the written notice of appeal is filed. The Village Administrator shall render

1 his/her decision within fifteen (15) calendar days after the meeting. A  
2 copy of the decision shall be forwarded to the grievant (s), and the  
3 Association.

4 **STEP 4 – ARBITRATION APPEAL.** The arbitration of a grievance shall  
5 be governed and controlled by the following procedures:

6 A. Absent a mutual agreement as to the selection of an arbitrator,  
7 the Association shall make a written request to the Wisconsin  
8 Employment Relations Commission to provide a panel of five (5)  
9 WERC arbitrators. The parties shall alternatively strike names  
10 from the list, with the grieving party having the first strike. This  
11 request must be made within ten (10) calendar days after the  
12 date of the written notice of further appeal.

13 B. The arbitrator shall hold a hearing at a time and place convenient  
14 to the parties, and shall take such evidence as is in the  
15 judgment of the arbitrator appropriate for the proper  
16 determination of the grievance. The arbitrator shall have initial  
17 authority to determine whether or not the grievance is arbitrable  
18 and when so determined, the arbitrator shall proceed to  
19 determine the merits of the grievance submitted to arbitration.

20 C. The decision of the arbitrator shall be final and binding on the  
21 parties. The arbitrator in arriving at a decision shall neither add  
22 to, detract from, nor modify the language of this Agreement or

1 departmental rules, regulations and procedures. The arbitrator  
2 shall adjudicate and not legislate or determine interests.

3 D.Expenses for the services of the arbitrator and the proceedings  
4 shall be borne equally by the Village and the Association.  
5 However, each party shall be responsible for compensating its  
6 own representatives and witnesses. If either party desires a  
7 verbatim record of the proceedings, it may cause such a record  
8 to be made providing such party pays for the record. If both  
9 parties desire a verbatim record, such costs shall be borne  
10 equally between the parties.

11 E.Additional days to settle or move a grievance may be extended  
12 by mutual agreement.

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1 **ARTICLE XXV**

2 **ACTING LIEUTENANT COMPENSATION**

3 **SECTION 1.** When the Fire Chief determines it is necessary to assign a  
4 qualified Firemedic on duty to the temporary position of acting Lieutenant,  
5 the position will be assigned to an acting Lieutenant if one exists on shift.  
6 The Firemedic shall receive the additional pay rate of \$1.00 per hour.  
7 No compensation shall be provided for any assignment that is the result  
8 of a trade.

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**ARTICLE XXVI**

**NO STRIKE CLAUSE**

**SECTION 1.** The parties agree that it is important to seek amicable resolution of their differences and have established a grievance procedure for this purpose. The Union, on its part, agrees it will not authorize a strike nor shall any employee engage in a strike or slowdown during the term of this Agreement. The Village agrees it will not prevent employees from carrying out their duties by conducting a lockout. Any or all of the employees who violate any of the provisions of this section shall be subject to the disciplinary procedure.

**ARTICLE XXVII**

**MAINTENANCE OF BENEFITS**

**SECTION 1.** Any benefits received by the employees, but not referred to in this document, shall remain in effect for the life of this agreement as long as following criteria is met:

- 1. Must be long standing
- 2. Consistently applied
- 3. Mutually understood and agreed

1 **ARTICLE XXVIII**

2 **MISCELLANEOUS PROVISIONS**

3 **SECTION 1.** Any ordinances heretofore which pertain to wages, hours and  
4 condition of employment adopted by the Village Board, which are in conflict with  
5 the terms of this Agreement, are hereby superseded by this Agreement.

6 Likewise, any Department Policy which pertain to wages, hours and condition of  
7 employment adopted by the Chief, which are in conflict with the provisions of this  
8 Agreement, are hereby superseded by this Agreement.

9 **SECTION 2.**

10 Employees covered under this Agreement shall reside:

- 11  
12 1). Anywhere in Kenosha County, Wisconsin.  
13 2). Anywhere in Racine County, Wisconsin.  
14 3). Milwaukee County, Wisconsin, south of Layton Avenue, west to 124<sup>th</sup>  
15 Street.  
16 4). Anywhere in Walworth County, Wisconsin  
17 5). Anywhere in Lake County, Illinois

18  
19 Newly hired employees must establish such residency within one (1) year of date  
20 of hire. Compliance with this rule may be extended by the Chief, for extenuating  
21 circumstance, with a six (6) month option.”

1 **ARTICLE XXIX**

2 **AMENDMENTS AND SAVING CLAUSE**

3 **SECTION 1.** This Agreement is subject to amendment, alteration, or addition  
4 only by subsequent written agreement between and executed by the Village and  
5 the Association where mutually agreeable. The waiver of any breach, term or  
6 condition of this contract by either party hereto shall not constitute a precedent in  
7 the future enforcement of all its terms and conditions.

8  
9 **SECTION 2.** If any provision of this Agreement, or any addendum thereto,  
10 should be held invalid by operation of law or any tribunal of competent  
11 jurisdiction, or if compliance with or enforcement of any provision should be  
12 restrained or broadened by operation of law or any such tribunal, the remainder  
13 of this Agreement and addenda shall not be affect thereby, and the parties shall  
14 enter into immediate collective bargaining negotiations for the purpose of arriving  
15 at a mutually satisfactory replacement of such provision. In the absence of a  
16 mutual agreement, either or both parties may proceed to insert arbitration.

17  
18 **SECTION 3.** This Agreement constitutes the entire agreement between the  
19 parties and no verbal statement shall supersede any of its provisions.

1 **ARTICLE XXX**

2 **SUCCESSOR AGREEMENT**

3 **SECTION 1.** This Agreement shall be binding upon the successors and  
4 assigns of the parties hereto.  
5  
6  
7

8 **ARTICLE XXXI**

9  
10 **CONSOLIDATION**

11  
12 **SECTION 1.** Should the Village of Pleasant Prairie decide to consolidate or  
13 merge its Fire department in any way, the Village will honor the existing contract  
14 for wages and benefits of Local 3785 until the new service provider is in place.  
15 The Village will agree to be open to the comments and concerns of Local 3785  
16 during any such process.  
17  
18  
19  
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22 **ARTICLE XXXII**

**DURATION**

**SECTION 1.** This Agreement shall become effective January 1, 2018, and shall remain in effect through December 31, 2019, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than the date of the first Village Board meeting in September. It is hereby agreed that all of the provisions of this Agreement shall remain in full force and effect until a successor agreement is achieved through collective bargaining or through the applicable "impasse" resolution procedures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**FOR THE VILLAGE**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Bargaining Unit Member

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Labor Consultant

**MEMORANDUM OF AGREEMENT I**

1 This agreement is made between the Village of Pleasant Prairie (Village), the  
2 Pleasant Prairie Professional Firefighter's Association Local 3785, and  
3 \_\_\_\_\_ (Employee).

4  
5 The 3 parties to this Agreement agree as follows: In consideration of the  
6 ratification of the 2011-2013 Collective Bargaining Agreement:

- 7 1. Any employee hired prior to January 1, 2009 shall be entitled, as an  
8 individual right, to the retirement benefits conferred by Section XVIII,  
9 Section 2 of the 2009-2010 collective bargaining agreement provided the  
10 employee has, at the time of retirement, satisfied the qualifications for  
11 those benefits as specified in Section XVIII, Section 2 of the 2009-2010  
12 collective bargaining agreement.
- 13 2. Any employee hired after January 1, 2009 shall be entitled, as an individual  
14 right, to the retirement benefits conferred by Section XVIII, Section 3 of the  
15 2016-2017 collective bargaining agreement provided the employee has, at  
16 the time of retirement, satisfied the qualifications for those benefits as  
17 specified in Article XVIII, Section 2 of the 2016-2017 collective bargaining  
18 agreement.
- 19 3. The right to these benefits shall be considered a vested benefit belonging to  
20 the individual employee, and shall not be subjected to reduction or  
21 modification in negotiations, interest arbitration, or collective bargaining  
22 over future labor agreements.

- 1 4. The right to these benefits may only be modified by the voluntary,  
2 uncoerced agreement of the Village, Local 3785 and the employee in  
3 writing, signed by the authorized representatives of the Village, Local 3785  
4 and by the individual personally.
- 5 5. Should any party seek to modify the benefits guaranteed in paragraphs 1  
6 and/or 2 without the voluntary agreement of the other party (parties), that  
7 party shall be liable for all costs, including attorneys' fees, incurred by the  
8 other party (parties) in defending the Agreement.
- 9 6. The parties agree to attach a copy of this agreement to the collective  
10 bargaining agreement, as an exhibit for informational purposes only. In  
11 attaching that agreement, the parties do not thereby indicate that these  
12 individual agreements have a limited term or are in any way subject to  
13 modification in the processes of collective bargaining."
- 14 7. The retirement benefits which are to be provided to employees hired after  
15 January 1, 2009 pursuant to Section XVII, Section 3 of this collective  
16 bargaining agreement shall be modified by the individual voluntary,  
17 uncoerced agreements executed by the Village, Local 3785, and the  
18 following employees in January and February 2016:
- 19 Dean Holloway: January 29, 2016.  
20 Kyle Grover: January 31, 2016  
21 Michael Passafaro: January 31, 2016  
22 Alan Cloherty: January 31, 2016.  
23 Andrew Dietz: January 30, 2016.  
24 Andrew Strouf: February 1, 2016.  
25 Adam Craig: January 31, 2016.  
26 Marshall Gontscharow: January 31, 2016.  
27 Jeff Gunhus: January 29, 2016



- 1 Ben Childers: January 29, 2016.
- 2 David Wade: January 29, 2016
- 3 Devyn Ford: (undated.)
- 4 Nathan Konkol: January 29, 2016.
- 5 Joseph Olszewski: January 28, 2016.
- 6 Christopher Yule: January 28, 2016.
- 7 Marc Lois: January 28, 2016.
- 8 Michael Lange: January 28, 2016.
- 9 Nick Shine: January 29, 2016.

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Any employee hired subsequent to April 1, 2016 shall be subject to the terms of this Memorandum of Agreement, as modified by Paragraph 7 and by other applicable terms of this collective bargaining agreement. Execution of this Memorandum of Agreement by the Village and Local 3785 shall be indicated by the signatures which are required in Paragraph 4 of this Memorandum.

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Pleasant Prairie Firefighter's Association

21  
22

**MEMORANDUM OF AGREEMENT II**

1 This Agreement is made between the Village of Pleasant Prairie (“Village”), and  
2 the Pleasant Prairie Professional Firefighter’s Association, Local 3785  
3 (“Association”).

4 The Village and the Association hereby agree that when the Fire Chief  
5 determines that it is necessary to assign a qualified Lieutenant to the temporary  
6 position of Acting Duty Chief, the Lieutenant to whom the assignment is made by  
7 the Chief shall receive \$2.20 per hour for all on-duty and off-duty hours for which  
8 the assignment is made.

9 This Memorandum of Agreement shall be in effect from the date of its execution  
10 and runs with the collective bargaining agreement between the parties. The  
11 Village reserves the right to assert that the terms of the Memorandum are a  
12 permissive subject of bargaining. In the event the Village asserts the terms of  
13 this Memorandum are permissive the Union reserves the right to take appropriate  
14 legal action and/or make bargaining proposals based on its belief that the terms  
15 of this Memorandum concern a mandatory subject of bargaining.

16 FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Labor Consultant

17

18

**MEMORANDUM OF AGREEMENT III**

1 The assignment of overtime shall follow the Voluntary Overtime Distribution List  
2 created on January 1<sup>st</sup> of each year. The most senior person will be the first on  
3 the list progressing to the least senior person at the bottom of the list. As  
4 overtime is awarded the person that works the overtime shift shall be moved  
5 down the list in order of the hours worked, the more hours, the further down the  
6 list. In the event of two or more individuals with the same number of worked; the  
7 individuals will be listed in order of seniority (the higher the seniority the higher on  
8 the list) but in the overall order of hours worked. Notification of the opening shall  
9 be made via cellphone text message distribution and telephone calls made to the  
10 phone number listed as the primary recent entry in the overtime Excel sheet and  
11 be awarded to the person closest to the top of the list that accepts the shift, not  
12 the first person that returns the text or phone call. If someone fails to answer  
13 their phone or return a text message within a "reasonable time" (as determined  
14 by the Officer in Charge at the time and under the circumstances), the lack of a  
15 response shall be considered an answer in the negative to the request for  
16 overtime.

17 In the event a new Firemedic is hired mid-year the person shall be incorporated  
18 into the list in the following way:

19 On the first day that the new Firemedic is available for duty the list shall be  
20 copied, each person staying in the exact position that they were on the list  
21 that day. The new Firemedic shall be added to the bottom of that list and  
22 everyone's hours shall be reset to zero. The hours awarded up until that

1 day for existing personnel shall be copied to a new column along with their  
2 seniority by number in another column. The new list shall be followed with  
3 overtime being assigned as before. See attached examples for  
4 clarification.

5 **Mandatory Call Back: (“ordered in”)**

6 The Chief/designee may determine whether an unscheduled opening will be filled  
7 and, if so, if overtime or part-time employees will be used to backfill the shifts. If  
8 the determination was made to fill the unscheduled opening, then the position  
9 shall be filled. When a Fulltime employee calls in sick, leaves during their shift as  
10 sick, uses funeral leave or any other type of unscheduled leave the following  
11 procedure shall be used to fill the shift:

12 1. If overtime is to be used then the standard method of overtime distribution  
13 listed above under Overtime Distribution, making sure those personnel  
14 that are close to the top of the list in step three are told that they may be  
15 ordered in and to be available for a return call.

16  
17 2. If no one accepts the overtime assignment using step one, then an All-  
18 Tone shall be set off announcing that personnel available to fill the  
19 opening shall call the station. The opening may be filled by any qualified  
20 person, Full-time or Part-time. The shift shall be awarded to the first  
21 person that calls in that is qualified to fill the shift irrespective of Full-  
22 time/Part-time or seniority. If no qualified personnel accept the shift

1 assignment within a ten minute time period of the All-tone, the Officer in  
2 Charge shall proceed to step three.

3  
4 3. A second call back list will be created titled the Mandatory Call Back of  
5 Fulltime Local 3785 Personnel List. This list will start new on January 1<sup>st</sup> of  
6 each year with the least senior person being first on the list progressing to  
7 the most senior person at the bottom of the list. As overtime is assigned  
8 the person that works the overtime shift shall be moved down to the  
9 bottom of the list. In the event two or more individuals are ordered in on  
10 the same date, the first person ordered in drops to the bottom of the list,  
11 the second person ordered in drops below the first person that was  
12 ordered in that day and so on. Seniority only applies to the creation of the  
13 list January 1st each year. If the shift is not covered using step one or  
14 two, then the following procedure shall be used to order a qualified Full-  
15 time employee to fill the shift:

16  
17 a. In the event that advance notice is given of unscheduled time off  
18 (sick or funeral leave) and no one accepts the assignment using  
19 step one or two, then the person on the off-going shift (that is  
20 present, not on Vacation, Holiday, Trade, Funeral Leave or Sick  
21 Leave) and is the highest on the Mandatory Call Back list shall be  
22 assigned to work the shift.

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b. In the event that there is no advance notice given of unscheduled time off, i.e. someone becomes ill while on-duty and no one accepts the assignment using step one or two, then the person highest on the Mandatory Call Back list irrespective of shift assignment, shall be assigned to work the shift. It is important that when contacting personnel in step one that persons that may be ordered in be instructed that they need to be prepared to answer their phone upon call back.

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Labor Consultant

**SIDE LETTER OF AGREEMENT**  
**HEALTH INSURANCE PREMIUM CONTRIBUTIONS**

1 The following understanding has been reached by the undersigned parties and  
2 shall be considered to be part of the Agreement between such parties in effect  
3 from **January 1, 2018 through December 31, 2019.**

4 If General Village employees are provided with a different premium share  
5 percentage, that is less than the amount identified in the existing collective  
6 bargaining agreement, the percentage amount identified in the existing collective  
7 bargaining agreement shall be reduced to that which is being paid by general  
8 Village employees. This letter of agreement shall expire, unless it is mutually  
9 agreed by the parties, on December 31, 2019.

10

11 Dated this \_\_\_\_\_, day of \_\_\_\_\_ 2018.

12

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14

FOR THE VILLAGE

FOR THE ASSOCIATION

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Chief of Fire & Rescue

\_\_\_\_\_  
Labor Consultant

15

16

Appendix "A"

<b>7/1/2017</b>		<b>Annual</b>		<b>4/1/2018</b>		<b>2.00% Annual</b>			
<b>Fire-Medic</b>	Step A	Start	16.54	\$48,155.80	<b>Fire-Medic</b>	Step A	Start	16.87	\$49,118.92
	Step B	12 Months	17.57	\$51,153.82		Step B	12 Months	17.92	\$52,176.90
	Step C	24 Months	18.60	\$54,151.86		Step C	24 Months	18.97	\$55,234.90
	Step D	36 Months	20.67	\$60,185.38		Step D	36 Months	21.08	\$61,389.09
	Step E	48 Months	21.70	\$63,183.41		Step E	48 Months	22.13	\$64,447.08
	Step F	60 Months	22.78	\$66,331.34		Step F	60 Months	23.23	\$67,657.97
<b>Lieutenant I</b>	Step A		24.57	\$71,540.41	<b>Lieutenant I</b>	Step A		25.06	\$72,971.22
<b>Lieutenant 2</b>	Step A		25.13	\$73,189.32	<b>Lieutenant 2</b>	Step A		25.64	\$74,653.11
				<b>1/1/2019</b>		<b>1.00% Annual</b>			
				<b>Fire-Medic</b>					
						Step A	Start	17.04	\$49,610.11
						Step B	12 Months	18.10	\$52,698.67
						Step C	24 Months	19.16	\$55,787.25
						Step D	36 Months	21.29	\$62,002.98
						Step E	48 Months	22.35	\$65,091.55
						Step F	60 Months	23.47	\$68,334.55
				<b>Lieutenant I</b>		Step A		25.31	\$73,700.93
				<b>Lieutenant 2</b>		Step A		25.89	\$75,399.64
				<b>7/1/2019</b>		<b>1.00% Annual</b>			
				<b>Fire-Medic</b>					
						Step A	Start	17.21	\$50,106.21
						Step B	12 Months	18.28	\$53,225.65
						Step C	24 Months	19.35	\$56,345.12
						Step D	36 Months	21.51	\$62,623.01
						Step E	48 Months	22.58	\$65,742.47
						Step F	60 Months	23.70	\$69,017.89
				<b>Lieutenant I</b>		Step A		25.56	\$74,437.94
				<b>Lieutenant 2</b>		Step A		26.15	\$76,153.64



VILLAGE BOARD  
OF THE  
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

RESOLUTION NO. 18-14

---

A RESOLUTION APPROVING PROJECT PLAN AND BOUNDARIES FOR  
TAX INCREMENTAL DISTRICT NO. 7 OF THE  
VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND  
MAKING CERTAIN FINDINGS WITH RESPECT THERETO

---

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Pleasant Prairie, Wisconsin (the "Village") to provide for industrial development on certain land located generally between 110th Street and 122nd Street and east of East Frontage Road and referred to as Stateline 94 Corporate Park;

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

WHEREAS, pursuant to Section 66.1105(4)(f) of the Wisconsin Statutes, the plan commission of the Village (the "Plan Commission") prepared a proposed project plan and boundaries (the "Project Plan") for Tax Incremental District No. 7 in the Village (the "District");

WHEREAS, on April 9, 2018, the Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the District and the proposed Project Plan for the District;

WHEREAS, on April 9, 2018, the Plan Commission also duly adopted a resolution (the "Adopting Resolution") which adopted the Project Plan and designated boundaries for the District and recommended and submitted the Project Plan to this Village Board for approval;

WHEREAS, Section 66.1105(4)(g) and (gm) of the Wisconsin Statutes requires that certain findings be made by the Village Board; and

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

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

Section 1. Approval of Project Plan. The Project Plan which is attached to this Resolution as Exhibit A is hereby approved pursuant to Section 66.1105(4)(g) of the Wisconsin Statutes.

Section 2. Approval of Boundaries. The boundaries of the District, which are described on the Map and the Legal Description attached to this Resolution as Exhibits B and C, respectively, are hereby approved pursuant to Section 66.1105(4)(gm)1. of the Wisconsin Statutes.

Section 3. Name of the District. The District shall be known as "Tax Incremental District No. 7, Village of Pleasant Prairie, Wisconsin".

Section 4. Classification as an Industrial District. The District shall be classified as an industrial district under the provisions of Section 66.1105(4)(gm)6. of the Wisconsin Statutes.

Section 5. Findings with Respect to the District. The Village Board makes the following findings with respect to the District:

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

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

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

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

(e) The sum of the following amounts does not exceed 12 percent of the total equalized value of taxable property within the Village: (i) the equalized value of taxable property of the District (excluding any parcel in the District that is located in the Village's Tax Incremental District No. 2 or another existing tax incremental district); (ii) the value increment of all existing tax incremental districts in the Village other than Tax Incremental District No. 2; and (iii) 1.33 times the tax incremental base of Tax Incremental District No. 2;

(f) The Project Plan promotes the orderly development of the Village and the Project Plan is in conformity with the Comprehensive (Master) Plan of the Village;

(g) The Project Plan is feasible; and

(h) It is estimated that none of the territory of the District will be devoted to retail business at the end of the District's expenditure period

Section 6. Creation of the District; Creation Date. Tax Incremental District No. 7, Village of Pleasant Prairie, Wisconsin, is hereby created as of January 1, 2018.

Approved: May 7, 2018

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Village Clerk

(SEAL)

EXHIBIT A

PROJECT PLAN

(See attached)



# Tax Increment District No. 7

(Stateline 94 Corporate Park Project)

## PROJECT PLAN

District Type: Industrial
Creation Date: May 7, 2018
Expenditure Period: May 7, 2034
Termination Date: May 7, 2039

March 28, 2018

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(appendices A-J to be added as available)

## Introduction and Project Schedule

Proposed Tax Increment District No. 7 (“TID 7”) is being developed by Riverview Group, LLC, its Assigns or Affiliates (the “Developer”) as an industrial project within the boundaries of the Village of Pleasant Prairie (the “Village”). Under current statutes, this type of Tax Increment District (“TID”) is allowed to have a 20 year life and, since the Project Plan is to be adopted before May 15, has its life and allocation period increased by one year pursuant to Section 66.1105(6)(a)7. Expenditures must be made no later than five years before the termination date of the TID. In addition, under current law, it is possible to extend the term of this type of tax increment district an additional 3 years beyond the original termination date.

Wisconsin State Statute §66.1105 details the process for creating a Tax Increment District (TID). The law requires public input in the TID creation process, including a public hearing held by the Plan Commission at which TID information is discussed and citizens can voice their opinions on the proposed TID and TID Project Plan. A three-phased approval process is required to create TIF Districts including approval by the Plan Commission, Village Board, and the Joint Review Board (JRB). The following is the meeting schedule for the Village of Pleasant Prairie TID 7 creation process:

<u>Date</u>	<u>Meeting</u>
3/12/18	Initial Plan Commission Meeting
3/28/18	First JRB Meeting
4/9/18	Plan Commission Public Hearing
5/7/18	Village Board Meeting
5/15/18	2 <sup>nd</sup> JRB Meeting
5/16/18	Submit Approval Documents to DOR

The Project Plan for TID 7 in the Village of Pleasant Prairie, Wisconsin, has been prepared in compliance with Wisconsin Statutes Section 66.1105. The Project Plan establishes the need for the TID, lists the expected improvements within the TID, provides an estimated time schedule for completion of the projects and an estimated budget. The Project Plan is to be adopted by resolution of the JRB and Village Board on the recommendation of the Village Plan Commission following a public hearing.

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

The Village Board is not mandated to make the public expenditures described in this plan, but is limited to the types of expenditures listed herein. Any changes to the boundaries or types of

eligible projects will require a formal amendment to the Project Plan with public review by (including a public hearing) the Plan Commission and the Village Board with JRB approval. Redistribution of project expenditures from one project category to another will not require an amendment to the Project Plan.

### District Type Declaration and Confirmation

This Tax Incremental District 7 is declared to be an industrial district and not less than fifty percent (50%) of the district, by area, is suitable for industrial development. 100% of the property in TID 7 will be used for industrial or commercial use and there will be no property used for newly-platted residential development.

Diagrams detailing proposed boundaries, tax parcels, existing uses and conditions, wetlands, proposed improvements, zoning and land use information and the conceptual site plan are shown on Maps one through eleven attached hereto.

### General Description of Project

#### Tax Increment District No. 7

The Village of Pleasant Prairie (the "Village") is initiating the development of Tax Increment District 7 ("TID 7" or the "District") to provide for further promotion and attraction of industrial and commercial development and increasing the tax base of the Village on approximately 308.087 acres of land generally between 110<sup>th</sup> & 122<sup>nd</sup> Streets and east of E. Frontage Road in the Village of Pleasant Prairie, known as Stateline 94 Corporate Park.

#### **Overlapping Tax Incremental Districts:**

TID 7 will be considered an overlapping tax increment district as it overlaps with a portion of the existing Village Tax Incremental District No. 2 ("TID 2").

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

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

#### **General TID 7 Description**

The boundaries of the District will include the streets, highways and intersections. The general TID 7 project boundaries are irregular in shape and are described in the section entitled "Legal Description" herein.



TID 7 includes the following Tax Parcel numbers:

Tax Parcel Number	Owner	Right of Way Acres	Developable Acres	Total Acres
92-4-122-303-0101	Riverview Group, LLC	0.467	106.020	106.487
92-4-122-304-0200	Riverview Group, LLC	0.000	40.021	40.021
92-4-122-312-0310	Riverview Group, LLC	0.000	43.600	43.600
92-4-122-311-0200	Riverview Group, LLC	0.000	40.475	40.475
92-4-122-312-0100	Riverview Group, LLC	0.390	27.995	28.385
92-4-122-312-0150	Riverview Group, LLC	0.499	19.726	20.225
92-4-122-312-0305	Riverview Group, LLC	0.000	18.303	18.303
120 <sup>th</sup> Ave & 122 <sup>nd</sup> St		10.591	0.000	10.591
TOTAL		11.947	296.140	308.087

The primary reasons for the creation of the TID 7 Project Plan are:

- The provision of funds to enable public improvements.
- The provision of funds to complete infrastructure improvements consisting of roads, intersections, traffic signals, municipal water, sanitary sewer, site work, grading, storm water, site access, the acquisition of any land necessary for required improvements and other eligible project costs under Wisconsin Statute Section 66.1105.
- The improvements associated with the development of TID 7 will be accompanied with a Development Agreement between the Developer and the Village.
- The creation of TID 7 is necessary to accommodate proposed development of the District.

The proposed total project cost for the design and construction of these improvements is **\$19,998,896** and is proposed to be developed in Phases. When adding Administrative and other (e.g. legal and developer revenue bond issuance costs), the proposed total project cost is estimated at **\$20,298,896**. Legal, Admin & Costs in the below table do not include interest on the developer revenue bonds which amounts may vary, and are estimated in schedules contained in this Project Plan. Interest costs shall be eligible project costs in addition to the total project costs set forth.

Phase	Projected Cost
Phase 1	9,914,660
Phase 2	3,690,132
Phase 3	6,394,104
Legal, Admin & Other	300,000
Total	\$20,298,896

*\* Legal, Admin and Other costs may vary but are currently estimated at \$300,000 and do not include any pre-development or inspection costs.*

**TID Classification**

Pursuant to Wisconsin Statutes 66.1105(4)(gm)4.a., TID 7 meets the requirement that not less than 50 percent, by area, of the real property within the District is suitable for industrial development. The District is suitable for industrial development.

**Project Areas**

As generally described herein and below and generally illustrated on Maps 4, 5 & 6 the major infrastructure project areas of the District are the funding and construction of roadways, traffic signals, turning lanes, site access and other roadway improvements, sanitary sewer systems, water lines, site work, grading, storm water, and other eligible project costs under Wisconsin Statute 66.1105 around the site to support the development of industrial land uses.

**Phase 1 – South Section**

1. Clear and grade north and center section rights of way for utilities
2. 122<sup>nd</sup> Street east of 120<sup>th</sup> Ave to eastern property line
  - a. Left turn lanes
  - b. Deceleration and acceleration lanes
3. 120<sup>th</sup> Ave north of 122<sup>nd</sup> Street to center section south property line
  - a. Left turn lanes
  - b. Deceleration and acceleration lanes
4. Install permanent sanitary lift station, and water extension along frontage road
5. Install new sanitary force main
6. Extend gravity flow sanitary sewer
7. Site work, grading and storm water

**Phase 2 – Center Section**

1. 120<sup>th</sup> Ave south from 120<sup>th</sup> Court
  - a. Turn lanes
  - b. Deceleration and acceleration lanes
2. Add Cul-de-Sac off 120<sup>th</sup> Ave with storm water, water, sidewalks, and other costs
3. Site work, grading and storm water

**Phase 3 – North Section**

1. Clear north section roadway for paving
2. Clear and grade Cul-de-Sac right of way for utilities
3. Pavement for 116<sup>th</sup> Ave extension and Cul-de-Sac
4. Extension of water service, including addition of fire hydrants
5. Storm water for 116<sup>th</sup> Ave extension and Cul-de-Sac
6. Sidewalks, lighting, and landscaping for 116<sup>th</sup> Street extension and Cul-de-Sac
7. Site work, grading and storm water

**Additional Eligible Costs**

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

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

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

### Statement of Findings

The Village of Pleasant Prairie finds as follows:

The proposed project plan is feasible and conforms with the proposed land use map set forth in this project plan as Map 10 and Conceptual Site Plan Map 11.

- 1) TID 7 is contiguous and contains only whole units of property as are assessed for general tax purposes.

- 2) The creation date of the District for the purpose of allocating tax increment is January 1, 2018.
- 3) There will be no residential development in the District.
- 4) Without the use of TIF funding, TID 7 development projects would not occur.
- 5) The Project costs promote the orderly development of property within the Village boundaries.
- 6) Statute 66.1105(4)(gm)4.a.: Not less than fifty percent (50%) by area, of the real property within the proposed district, is suitable for industrial sites and has been zoned for industrial use.
- 7) Statute 66.1105(4)(gm)4.b.: The improvement of the area will significantly enhance the value of all real property within the proposed District.
- 8) Statute 66.1105(4)(gm)4.bm.: The proposed project costs within Tax Increment District 7 relate directly to promoting industrial development consistent with the purpose for which the Tax Increment District is being created.
- 9) Statute 66.1105(17)(c): **EXCEPTIONS TO THE 12 PERCENT LIMIT.** *Village of Pleasant Prairie exception.* With regard to the 12 percent limit described under sub. (4)(gm)4.c., the following limit applies to the Village of Pleasant Prairie:

*66.1105(17)(c)1.: If the Village would like to create a new district, the sum of the following amounts may not exceed 12 percent of the total equalized value of taxable property within the Village: the equalized value of taxable property of the proposed district; the value increment of all existing districts in the Village, other than Tax Incremental District #2; and 1.33 times the tax incremental base of Tax Incremental District #2.*

2017 equalized value of taxable property of the proposed district:	\$0*
2017 equalized value increment of all other districts other than Tax Incremental District No. 2:	\$169,400
1.33 times the tax incremental base of the existing Tax Incremental District No. 2:	\$111,893,033
Combined equalized value of property to be added, increment of all other existing districts, and 1.33 times the base of Tax Incremental District No. 2:	\$112,062,433
12 percent of the total 2017 equalized value of taxable property in the Village:	\$393,986,736

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

## Project Cost Summary

Project costs are currently estimated in the amounts and categories below and are subject to change:

Project Description	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>Offsite Improvements</b>				
Proposed Offsite Village Road Improvement Share (Roundabout and Lift Station)	1,742,000	-	-	1,742,000
<b>Subtotal Offsite Improvements</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>

## Project Summary Schedule

Phase 1 Projects: Start Construction approximately June, 2018 with estimated completion on or about July, 2019, , based on the current plan, subject to change depending on specific development proposals to be received by the Developer.

Additional Phases: Estimated completion no later than 2028 in phases as necessary to facilitate the development of the project site per the plans of the Developer.

## Economic Feasibility Analysis

The projected income of TID 7 depends on the incremental revenue generated from within the District over the life of the District. There are three factors contributing to the estimated revenue available during the life of the TID. The first is changes in incremental value due to new development in the District. TID 7 is expected to realize \$93.7 million in new value over its life. The following table outlines details of the assumed new development in TID 7.

Site	Description	Approx. Sq. Ft.	Total Site Size (Acres)	Construction Start	Construction Completion	First Full Year Assessment	Estimated Assessed Value at Completion
Bldg A	Conforms to M-5 Zoning	105,000	9.60	2022	2023	2024	5,250,000
Bldg B	Conforms to M-5 Zoning	391,950	23.40	2022	2023	2024	19,597,000
Bldg C	Conforms to M-5 Zoning	600,600	31.68	2020	2021	2022	30,030,000
Bldg D	Conforms to M-5 Zoning	62,000	5.19	2020	2021	2022	3,100,000
Bldg E	Conforms to M-5 Zoning	716,400	35.47	2018	2018	2019	35,820,000
<b>TOTAL</b>		<b>1,875,950</b>	<b>105.34</b>				<b>93,797,000</b>

*The current estimated layout of the buildings is found on Map 11 – Conceptual Site Plan*

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

All costs will be paid for by the Developer and the Village will issue a Developer Revenue Bond that will provide for payments to the Developer, to the extent that tax increment collections are available and the Village Board appropriates the funds. The following Table shows the estimated incremental values for each collection year, the projected tax rates, and the estimated tax increment collections. Also included in the table are the projected developer revenue bond outflows and the resulting projected fund balance for the 20 year life of the TID. Based on the assumptions used in this analysis, the project meets the economic feasibility requirements.

TID #7 Projected Cash Flow						
Taxable Incremental Value	For Collection Year	Tax Rate	Tax Increment Collections	Eligible Village Expenses	Developer Revenue Bond Payments	Projected Fund Balance
	2018		0	0	0	0
	2019		0	0	0	0
17,910,000	2020	20.189	361,585	(10,000)	(351,585)	0
35,820,000	2021	20.494	734,095	(10,000)	(724,095)	0
52,385,000	2022	20.920	1,095,894	(5,000)	(1,090,894)	0
68,950,000	2023	21.524	1,484,080	(5,000)	(1,479,080)	0
81,373,500	2024	16.557	1,347,301	(5,000)	(1,342,301)	0
93,797,000	2025	16.642	1,560,970	(2,500)	(1,558,470)	0
93,797,000	2026	16.701	1,566,504	(2,500)	(1,564,004)	0
93,797,000	2027	16.689	1,565,378	(2,500)	(1,562,878)	0
93,797,000	2028	16.734	1,569,599	(2,500)	(1,567,099)	0
93,797,000	2029	16.817	1,577,384	(2,500)	(1,574,884)	0
93,797,000	2030	16.874	1,582,731	(2,500)	(1,580,231)	0
93,797,000	2031	16.917	1,586,764	(2,500)	(1,584,264)	0
93,797,000	2032	17.003	1,594,830	(2,500)	(1,592,330)	0
93,797,000	2033	17.048	1,599,051	(2,500)	(1,596,551)	0
93,797,000	2034	17.229	1,616,029	(2,500)	(1,613,529)	0
93,797,000	2035	17.181	1,611,526	(2,500)	(1,609,026)	0
93,797,000	2036	17.256	1,618,561	(2,500)	(1,616,061)	0
93,797,000	2037	17.332	1,625,690	(2,500)	(1,623,190)	0
93,797,000	2038	17.332	1,625,690	(2,500)	(1,623,190)	0
93,797,000	2039	18.332	1,719,487	(2,500)	(1,716,987)	0
93,797,000	2040	19.332	1,813,284	(2,500)	(1,810,784)	0
			<u>30,856,431</u>	<u>(75,000)</u>	<u>(30,781,431)</u>	

Revenue and Cash Flow Projections

**Village of Pleasant Prairie**

**Cash Flow Projections - TID No. 7 - Stateline 94 Corporate Park - Industrial**

Creation Year: 2018  
 Resolution Date: 5/7/2018  
 Expenditure Period Ends: 5/7/2034  
 Termination Date: 5/7/2039  
 Last Collection Year: 2040  
 Extension Available: Yes

100% Developer Revenue Bond for all Phases of Project

Date Prepared: 3/19/18

<u>Taxable Incremental Value</u>				<u>AGGREGATE</u>							
<u>Change Takes Place</u>		<u>Value</u>	<u>Taxable</u>	<u>For</u>	<u>Tax</u>	<u>Eligible</u>	<u>Less</u>	<u>Revenue Bond*</u>	<u>Fund</u>	<u>For</u>	
<u>During</u>	<u>Amount</u>	<u>as of</u>	<u>Incremental</u>	<u>Collection</u>	<u>Rate</u>	<u>Village</u>	<u>Debt Service</u>	<u>Dated</u>	<u>Balance</u>	<u>Collection</u>	
<u>Year</u>	<u>Amount</u>	<u>01/01</u>	<u>Value</u>	<u>Year</u>	<u>Rate</u>	<u>Expenses</u>	<u>Payment</u>	<u>10/01/18</u>	<u>12/31</u>	<u>Year</u>	
2016		2017		2018				4,957,330	0	2018	
2017		2018		2019				10,261,673	0	2019	
2018	17,910,000	2019	17,910,000	2020	20.189	361,585	(10,000) (E)	(351,585)	12,473,471	0	2020
2019	17,910,000	2020	35,820,000	2021	20.494	734,095	(10,000) (E)	(724,095)	14,467,585	0	2021
2020	16,565,000	2021	52,385,000	2022	20.920	1,095,894	(5,000) (E)	(1,090,894)	17,586,474	0	2022
2021	16,565,000	2022	68,950,000	2023	21.524	1,484,080	(5,000) (E)	(1,479,080)	20,535,499	0	2023
2022	12,423,500	2023	81,373,500	2024	16.557	1,347,301	(5,000) (E)	(1,342,301)	20,630,683	0	2024
2023	12,423,500	2024	93,797,000	2025	16.642	1,560,970	(2,500) (E)	(1,558,470)	20,516,361	0	2025
2024	0	2025	93,797,000	2026	16.701	1,566,504	(2,500) (E)	(1,564,004)	20,388,503	0	2026
2025	0	2026	93,797,000	2027	16.689	1,565,378	(2,500) (E)	(1,562,878)	20,252,820	0	2027
2026	0	2027	93,797,000	2028	16.734	1,569,599	(2,500) (E)	(1,567,099)	20,103,418	0	2028
2027	0	2028	93,797,000	2029	16.817	1,577,384	(2,500) (E)	(1,574,884)	19,935,774	0	2029
2028	0	2029	93,797,000	2030	16.874	1,582,731	(2,500) (E)	(1,580,231)	19,751,047	0	2030
2029	0	2030	93,797,000	2031	16.917	1,586,764	(2,500) (E)	(1,584,264)	19,549,357	0	2031
2030	0	2031	93,797,000	2032	17.003	1,594,830	(2,500) (E)	(1,592,330)	19,325,481	0	2032
2031	0	2032	93,797,000	2033	17.048	1,599,051	(2,500) (E)	(1,596,551)	19,081,714	0	2033
2032	0	2033	93,797,000	2034	17.229	1,616,029	(2,500) (E)	(1,613,529)	18,803,905	0	2034
2033	0	2034	93,797,000	2035	17.181	1,611,526	(2,500) (E)	(1,609,026)	18,511,152	0	2035
2034	0	2035	93,797,000	2036	17.256	1,618,561	(2,500) (E)	(1,616,061)	18,190,872	0	2036
2035	0	2036	93,797,000	2037	17.332	1,625,690	(2,500) (E)	(1,623,190)	17,841,043	0	2037
2036	0	2037	93,797,000	2038	17.332	1,625,690	(2,500) (E)	(1,623,190)	17,466,726	0	2038
2037	0	2038	93,797,000	2039	18.332	1,719,487	(2,500) (E)	(1,716,987)	16,972,411	0	2039
2038	0	2039	93,797,000	2040	19.332	1,813,284	(2,500) (E)	(1,810,784)	16,349,696	0	2040
						<u>30,856,431</u>	<u>(75,000)</u>	<u>(30,781,431)</u>			

(E) Estimated, actual expenses to be reimbursed to the extent eligible under Wisconsin statutes.

\* Estimated. The amount of the revenue bond can be increased each year until 2028 to include actual expenditures by Developer for eligible project costs incurred during the preceding year.

Base Value = \$ \_\_\_\_\_

Appreciation Rate for Taxable Incremental Value 0%



**Historic Percent of Tax Rate for Overlapping Taxing Districts**

Determination of Historic Percent of Tax Rate  
for Overlapping Taxing Districts

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

**Share of Tax Increments Paid by Other Taxing Entities**

Collection Year	Projected Tax Increment	50.52% All School Districts	5.08% Gateway Technical College	24.34% Kenosha County
2018	0	-	-	-
2019	0	-	-	-
2020	361,585	182,676	18,385	87,995
2021	734,095	370,871	37,326	178,649
2022	1,095,894	553,655	55,722	266,696
2023	1,484,080	749,769	75,460	361,165
2024	1,347,301	680,668	68,505	327,878
2025	1,560,970	788,615	79,370	379,877
2026	1,566,504	791,411	79,651	381,223
2027	1,565,378	790,842	79,594	380,949
2028	1,569,599	792,974	79,808	381,977
2029	1,577,384	796,908	80,204	383,871
2030	1,582,731	799,609	80,476	385,172
2031	1,586,764	801,646	80,681	386,154
2032	1,594,830	805,722	81,091	388,117
2033	1,599,051	807,854	81,306	389,144
2034	1,616,029	816,431	82,169	393,276
2035	1,611,526	814,156	81,940	392,180
2036	1,618,561	817,711	82,298	393,892
2037	1,625,690	821,312	82,660	395,627
2038	1,625,690	821,312	82,660	395,627
2039	1,719,487	868,699	87,430	418,453
2040	1,813,284	916,086	92,199	441,280
	30,856,431	15,588,926	1,568,937	7,509,202

Financing Method

All phases of the Project will be paid for by the Developer and, to the extent the requirements of the Development Agreement are met and the Village Board approves the issuance, the Developer will receive a Developer Revenue Bond that provides for annual payments to the Developer from the tax increment collections, subject to appropriation by the Village Board.

Developer Revenue Bond Estimated Debt Service Schedule

Developer Revenue Bond Aggregate							
Date	Principal	7% Interest*	Interest Paid	Total Payments	Revenues	Infrastructure Cost	Balance
10/1/2018						4,957,330	4,957,330
10/1/2019		347,013	-	-	-	4,957,330	10,261,673
10/1/2020		718,317	351,585	351,585	351,585	1,845,066	12,473,471
10/1/2021		873,143	724,095	724,095	724,095	1,845,066	14,467,585
10/1/2022	78,163	1,012,731	1,012,731	1,090,894	1,090,894	3,197,052	17,586,474
10/1/2023	248,027	1,231,053	1,231,053	1,479,080	1,479,080	3,197,052	20,535,499
10/1/2024		1,437,485	1,437,485	1,342,301	1,342,301		20,630,683
10/1/2025	114,322	1,444,148	1,444,148	1,558,470	1,558,470		20,516,361
10/1/2026	127,858	1,436,145	1,436,145	1,564,004	1,564,004		20,388,503
10/1/2027	135,683	1,427,195	1,427,195	1,562,878	1,562,878		20,252,820
10/1/2028	149,402	1,417,697	1,417,697	1,567,099	1,567,099		20,103,418
10/1/2029	167,645	1,407,239	1,407,239	1,574,884	1,574,884		19,935,774
10/1/2030	184,726	1,395,504	1,395,504	1,580,231	1,580,231		19,751,047
10/1/2031	201,691	1,382,573	1,382,573	1,584,264	1,584,264		19,549,357
10/1/2032	223,875	1,368,455	1,368,455	1,592,330	1,592,330		19,325,481
10/1/2033	243,768	1,352,784	1,352,784	1,596,551	1,596,551		19,081,714
10/1/2034	277,809	1,335,720	1,335,720	1,613,529	1,613,529		18,803,905
10/1/2035	292,753	1,316,273	1,316,273	1,609,026	1,609,026		18,511,152
10/1/2036	320,280	1,295,781	1,295,781	1,616,061	1,616,061		18,190,872
10/1/2037	349,829	1,273,361	1,273,361	1,623,190	1,623,190		17,841,043
10/1/2038	374,317	1,248,873	1,248,873	1,623,190	1,623,190		17,466,727
10/1/2039	494,316	1,222,671	1,222,671	1,716,987	1,716,987		16,972,411
10/1/2040	622,715	1,188,069	1,188,069	1,810,784	1,810,784		16,349,696
	4,607,177	27,132,231	26,269,438	30,781,431	30,781,431	19,998,896	

Proposed Zoning & Master Plan Changes & Non-Project Costs

There are no non-project costs associated with the construction of the proposed TID 7 improvements. The existing and proposed land use, as shown on Maps 9 & 10 is industrial Land, P – Production and Manufacturing, Primary Environmental Corridors and 100 Year Floodplain.

The current and proposed zoning is M-5 Production Manufacturing District, C-1 Lowland Resource Conservancy District, C-2 Upland Resource Conservancy District and FPO Floodplain Overlay District. Production Manufacturing District is the primary urban land use as illustrated on Map 7.

The project will be developed on approximately 308.087 acres and based on current plans, includes 5 buildings.

### Relocation Plan of Displaced Persons and/or Property

There will not be relocation of displaced persons or property resulting from the activities associated with and outlined in this Project Plan to create Tax Incremental District 7.

### Promotion of the Orderly Development of the Village of Pleasant Prairie

The creation of the Village's Tax Incremental District 7 ("TID 7" or the "District") will promote the orderly development of the Village of Pleasant Prairie in the following manner:

1) By following the guidelines of the adopted Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan ("Plan"), which includes the Master Land Use Plan and is the community's guide and framework for the planning of future orderly growth and development. The Plan, which complies with Wisconsin's Smart Growth Laws, was adopted by the Village Board by Ordinance #09-59 on December 21, 2009. The Plan reflects the need for quality commercial and industrial development within the boundaries of the Village. The orderly development of industrial and commercial land uses in the Village will take advantage of existing transportation facilities and will not have any deleterious effects on different land uses within the Village of Pleasant Prairie. The Plan sets forth and promotes specific economic development goals along with objectives and recommendations to achieve the overall goals of the Plan. Some of the goals, objectives and recommendations that are pertinent to TID 7 in promoting the orderly development of the Village are to:

- Promote an adequate number of jobs in the Village to serve the projected 2035 population of 31,205 persons.
- Promote the addition of up to 1,250 jobs in the District.
- Promote an adequate supply of workers to meet the employment needs of businesses located in the Village.
- Encourage business development that provides a living wage for its employees and enables employees to afford housing.

- Attract desirable businesses to the Village and maintain and enhance the positive attributes and strengths of the Village for attracting desirable businesses.
- Retain and grow existing businesses in the Village.
- Consider the use of Tax Increment Finance Districts to continue to attract industrial, commercial and mixed use developments.
- Promote commercial and industrial development in business/industrial parks and existing Tax Increment Finance Districts.
- Encourage economic development agencies to provide incentives to attract businesses to Kenosha County and to retain existing businesses.
- Encourage Kenosha County to continue administration of the Kenosha County Revolving Loan Fund to create employment opportunities, encourage private investment, and provide a means to finance new and expanding businesses, including small businesses.
- Promote the development of new businesses, or business expansion, in areas with existing infrastructure and community services, or in areas near or contiguous to existing service areas that can readily be served by extending infrastructure.

### Tax Increment District 7 - Legal Description (including rights of way)

PART OF THE SOUTH HALF OF SECTION 30 AND PART OF SECTION 31, TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, 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 43 MINUTES 45 SECONDS EAST (BASIS OF BEARINGS – WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD1927)) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 205.67 FEET TO THE NORTHEASTERN CORNER OF A PARCEL OF LAND ACQUIRED BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION AND RECORDED IN DOCUMENT NUMBER 1246280 IN THE OFFICE OF THE KENOSHA COUNTY RECORDER, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 89 DEGREES 43 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 1,018.33 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30 AS ESTABLISHED IN A SURVEY BY FORMER COUNTY SURVEYOR, H.S. SOUTHMAYD, DATED JANUARY 1952 AND FILED AS PP2-30-4 IN THE KENOSHA COUNTY DIVISION OF LAND INFORMATION; THENCE NORTH 02 DEGREES 53 MINUTES 16 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30 (AS THE SAME WAS PREVIOUSLY DEFINED IN OLDER SURVEYS) A DISTANCE OF 2,651.02 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30 (AS ESTABLISHED IN A 1950 SURVEY BY FORMER COUNTY SURVEYOR, H.S. SOUTHMAYD AND FILED AS PP2-30-3 IN THE KENOSHA COUNTY DIVISION OF LAND INFORMATION)); THENCE NORTH 89 DEGREES 55 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1,331.01 FEET TO THE CENTER OF SAID SECTION 30 (THE

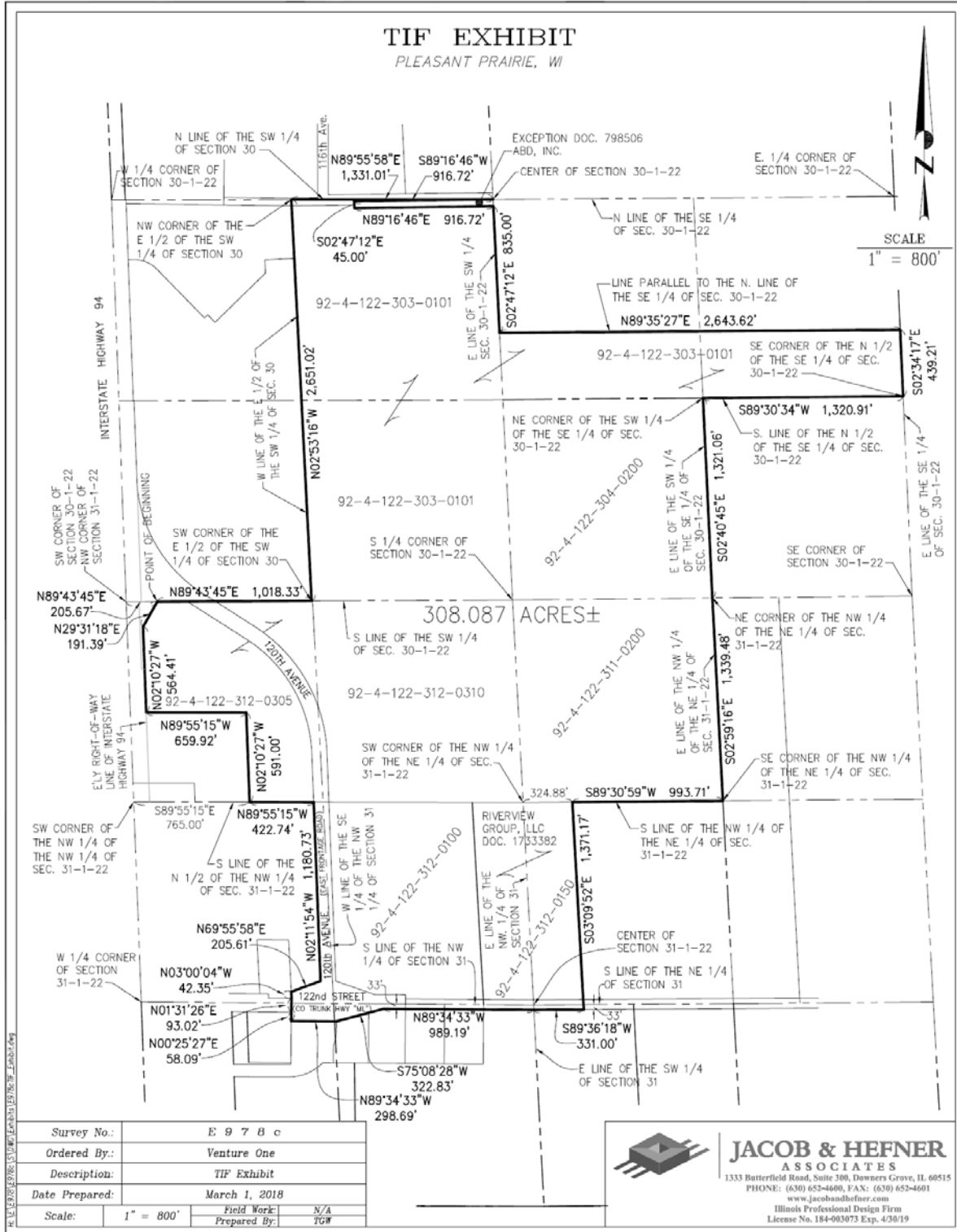
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INCLUDES ALL OF: PIN 92-4-122-303-0101; 92-4-122-304-0200; 92-4-122-312-0305; 92-4-122-312-0310; 92-4-122-311-0200; 92-4-122-312-0100 AND 92-4-122-312-0150.

# EXHIBIT B

## MAP



## EXHIBIT C

### LEGAL DESCRIPTION

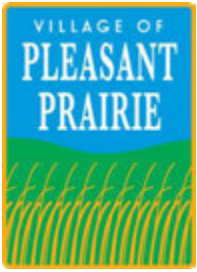
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## MEMORANDUM

**To:** Village Board of Trustees  
**From:** John Steinbrink, Jr., P.E., Director of Public Works  
**Subject:** 2018 Sidewalk Replacement Award of Contract  
**Date:** May 7, 2018

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Sealed bids for the above referenced project were received until 2:00 p.m. on Friday, April 20<sup>th</sup>, 2018, at the Village of Pleasant Prairie Public Works Department.; 8600 Green Bay Rd., Pleasant Prairie, WI 53158. The bids were publicly opened and read aloud.

The 2018 Sidewalk Replacement Project, as bid, consists of one prime Contract and is identified as follows:

- 14,200 Square Feet Remove and Replace 5" Concrete Sidewalk
- 2,650 Square Feet Remove and Replace 6" Concrete Sidewalk

A total of four (4) bids were received:

Engineer's Estimate	\$158,447.50
RAZA of Racine, LLC.	\$124,542.25
Forward Contractors	\$130,257.50
D.C. Burbach, Inc.	\$184,467.50
A.W. Oakes & Son, Inc.	\$193,967.50

The sidewalk replacement component is estimated at \$124,542.25 is to be paid by the adjacent property owner per Ordinance §305-10 for sidewalk repair.

RAZA of Racine, LLC. is the lowest responsible bidder and is experienced in this type of sidewalk replacement work.

I recommend a contract be awarded to RAZA of Racine, LLC. for sidewalk replacement not to exceed \$124,542.25.

**Bid Tab**

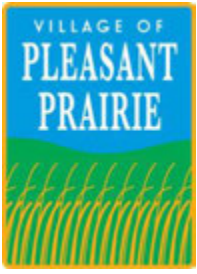
PROJECT NAME: 2018 SIDEWALK REPLACEMENT PROJECT

OWNER: VILLAGE OF PLEASANT PRAIRIE

COUNTY: KENOSHA

BID DATE: April 20, 2018, 2:00pm CST

					BIDDERS									
				Engineer's Estimate		A.W.Oakes		DC Burbach		Forward Contractors		RAZA of Racine		
SECTION 1 - BECKER PARK SIDEWALK REPLACEMENT				Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Remove Concrete Sidewalk, as specified:	SF	7500	\$ 4.00	\$ 30,000.00	\$ 1.50	\$ 11,250.00	\$ 3.80	\$ 28,500.00	\$ 1.50	\$ 11,250.00	\$ 2.00	\$ 15,000.00	
2	5" Concrete Sidewalk, as specified:	SF	6300	\$ 5.00	\$ 31,500.00	\$ 7.50	\$ 47,250.00	\$ 6.25	\$ 39,375.00	\$ 6.00	\$ 37,800.00	\$ 5.17	\$ 32,571.00	
3	6" Concrete Sidewalk, as specified:	SF	1200	\$ 5.50	\$ 6,600.00	\$ 8.00	\$ 9,600.00	\$ 6.50	\$ 7,800.00	\$ 6.00	\$ 7,200.00	\$ 5.77	\$ 6,924.00	
4	Detectable warning field, Natural Patina, furnished and installed as specified:	SF	8	\$ 45.00	\$ 360.00	\$ 50.00	\$ 400.00	\$ 50.00	\$ 400.00	\$ 40.00	\$ 320.00	\$ 44.00	\$ 352.00	
5	Inlet Protection, as specified:	EA	12	\$ 100.00	\$ 1,200.00	\$ 110.00	\$ 1,320.00	\$ 80.00	\$ 960.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	
6	Traffic Control, furnished, installed and maintained as specified:	LS	1	\$ 250.00	\$ 250.00	\$ 5,200.00	\$ 5,200.00	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ -	\$ -	
7	Mobilization, as specified:	LS	1	\$ 500.00	\$ 500.00	\$ 8,800.00	\$ 8,800.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ -	\$ -	
<b>SECTION 1 SUBTOTAL</b>					<b>\$ 70,410.00</b>		\$ 83,820.00		\$ 81,035.00		\$ 58,070.00		\$ 55,447.00	
SECTION 2 - HARRISON SIDEWALK REPLACEMENT				Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
8	Remove Concrete Sidewalk, as specified:	SF	3525	\$ 4.00	\$ 14,100.00	\$ 1.50	\$ 5,287.50	\$ 3.80	\$ 13,395.00	\$ 1.50	\$ 5,287.50	\$ 2.00	\$ 7,050.00	
9	5" Concrete Sidewalk, as specified:	SF	3100	\$ 5.00	\$ 15,500.00	\$ 7.50	\$ 23,250.00	\$ 6.25	\$ 19,375.00	\$ 6.00	\$ 18,600.00	\$ 5.17	\$ 16,027.00	
10	6" Concrete Sidewalk, as specified:	SF	425	\$ 5.50	\$ 2,337.50	\$ 8.00	\$ 3,400.00	\$ 6.50	\$ 2,762.50	\$ 6.00	\$ 2,550.00	\$ 5.77	\$ 2,452.25	
11	Traffic Control, furnished, installed and maintained as specified:	LS	1	\$ 250.00	\$ 250.00	\$ 3,800.00	\$ 3,800.00	\$ 950.00	\$ 950.00	\$ 100.00	\$ 100.00	\$ -	\$ -	
12	Mobilization, as specified:	LS	1	\$ 500.00	\$ 500.00	\$ 6,700.00	\$ 6,700.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	\$ -	\$ -	
<b>SECTION 2 SUBTOTAL</b>					<b>\$ 32,687.50</b>		\$ 42,437.50		\$ 38,482.50		\$ 26,937.50		\$ 25,529.25	
SECTION 3 - 82ND STREET (56TH AVE TO 60TH AVE)				Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
13	Remove Concrete Sidewalk, as specified:	SF	5900	\$ 4.00	\$ 23,600.00	\$ 1.50	\$ 8,850.00	\$ 3.80	\$ 22,420.00	\$ 1.50	\$ 8,850.00	\$ 2.00	\$ 11,800.00	
14	5" Concrete Sidewalk, as specified:	SF	4800	\$ 5.00	\$ 24,000.00	\$ 7.50	\$ 36,000.00	\$ 6.25	\$ 30,000.00	\$ 6.00	\$ 28,800.00	\$ 5.17	\$ 24,816.00	
15	6" Concrete Sidewalk, as specified:	SF	1000	\$ 5.50	\$ 5,500.00	\$ 8.00	\$ 8,000.00	\$ 6.50	\$ 6,500.00	\$ 6.00	\$ 6,000.00	\$ 5.77	\$ 5,770.00	
16	Detectable warning field, Natural Patina, furnished and installed as specified:	SF	20	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 44.00	\$ 880.00	
17	Inlet Protection, as specified:	EA	6	\$ 100.00	\$ 600.00	\$ 110.00	\$ 660.00	\$ 80.00	\$ 480.00	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00	
18	Traffic Control, furnished, installed and maintained as specified:	LS	1	\$ 250.00	\$ 250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,550.00	\$ 1,550.00	\$ 100.00	\$ 100.00	\$ -	\$ -	
19	Mobilization, as specified:	LS	1	\$ 500.00	\$ 500.00	\$ 8,200.00	\$ 8,200.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00	\$ -	\$ -	
<b>SECTION 3 SUBTOTAL</b>					<b>\$ 55,350.00</b>		\$ 67,710.00		\$ 64,950.00		\$ 45,250.00		\$ 43,566.00	
<b>PROJECT CONSTRUCTION ESTIMATE (ITEMS 1-19)</b>						<b>\$ 158,447.50</b>		<b>\$ 193,967.50</b>		<b>\$ 184,467.50</b>		<b>\$ 130,257.50</b>		<b>\$ 124,542.25</b>



## MEMORANDUM

**To:** Village Board of Trustees

**From:** John Steinbrink, Jr., P.E., Director of Public Works

**Subject:** Advanced Disposal Contract Extension

**Date:** May 7, 2018

---

Consider a five year contract extension agreement between the Village of Pleasant Prairie and Advanced Disposal for the 2018 – 2023 calendar years.

I recommend an extension contract be awarded to Advanced Disposal for the next five years.



April 18, 2018

John Steinbrink Jr.  
Director, Public Works  
8600 Green Bay Rd.  
Pleasant Prairie, WI 53158

Re: Disposal contract extension

Dear John,

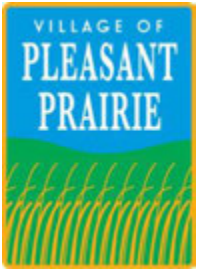
The Advanced Disposal Zion Landfill appreciates the opportunity to continue providing the Village of Pleasant Prairie's disposal needs. We would like to continue this partnership by extending the existing contract for an additional five years at the following rates:

8/1/18-7/31/19 – \$46.89/ton  
8/1/19-7/31/20 – \$48.06/ton  
8/1/20-7/31/21 – \$49.27/ton  
8/1/21-7/31/22 – \$50.50/ton  
8/1/22-7/31/23 – \$51.76/ton

If you have any questions regarding this proposal, please give me a call at 847-599-5910.

Sincerely,

James Lewis  
General Manager



## MEMORANDUM

**To:** Village Board of Trustees  
**From:** John Steinbrink, Jr., P.E., Director of Public Works  
**Subject:** Fountain Ridge LLC Draw Request No. 9  
**Date:** May 7, 2018

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The Village has conducted a review of the draw request for Public Improvements in Fountain Ridge and recommends approval based on consideration of the following:

- Current posted security and estimated costs of work remaining
- Work Completed to date and conformance to plans and specifications
- Inspection reports/Engineer's report and field visits by Village of Pleasant Prairie staff

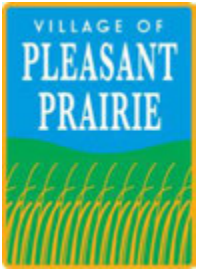
Village Construction Inspection staff has reviewed the request and based on recent inspection of the site and the construction observation reports, I am recommending payment as follows:

Original Escrow Deposit Agreement:	\$1,173,438.04
Amount that Developer has paid to Date:	\$1,212,919.85
Less Disbursements Approved to date:	\$ 998,046.92
Less Retainage (10%):	\$ 121,291.99

<b>Net Disbursement:</b>	<b>\$ 54,099.13</b>
<b>Total Security Retained:</b>	<b>\$ 121,291.99</b>

The final warranty period for Public Infrastructure expires September 24, 2018.

Village staff recommends the release of draw request No. 9 to Chicago Title via the Funds Release Authorization Form for disbursement of funds to Fountain Ridge, LLC.



May 7, 2018

Chicago Title  
Attn: Robert Thomson  
20825 Swenson Drive, Suite 200  
Waukesha, WI 53186

### **Funds Release Authorization Form**

Re: Draw Request No. 9 for 90<sup>th</sup> Avenue and 83<sup>rd</sup> Street-Fountain Ridge Public Improvements

Applicant: Fountain Ridge, LLC

Dear Mr. Thomson:

On May 7, 2018 the Village Board authorized draw request No. 9 for the 90<sup>th</sup> Avenue and 83<sup>rd</sup> Street Utility and Street Construction Project, also known as Fountain Ridge – Public Improvements, in the amount of \$54,099.13. The Disbursement Request is approved and the funds can be disbursed in accordance with the request.

Sincerely,

Nathan Thiel  
Village Administrator

**VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION #18-13  
DESIGNATING THE WEEK OF MAY 20, 2018  
AS NATIONAL PUBLIC WORKS WEEK**

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Pleasant Prairie hereby proclaims the week of May 20, 2018, as ***National Public Works Week*** in the Village of Pleasant Prairie and urges all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works employees make every day to our health, safety, comfort, and quality of life.

**Adopted this 7<sup>th</sup> day of May, 2018.**

**VILLAGE OF PLEASANT PRAIRIE**

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John Steinbrink  
Village President

ATTEST:

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Jane Snell  
Village Clerk



**VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION #18-16  
DESIGNATING MAY 13-19, 2018 AS  
NATIONAL POLICE WEEK**

**WHEREAS**, in 1962, President John F. Kennedy signed a proclamation which designated May 15<sup>th</sup> as Peace Officers Memorial Day and the week in which that date falls as Police Week; and

**WHEREAS**, police officers work devotedly and selflessly on behalf of the citizens of Village of Pleasant Prairie and the entire community, regardless of the peril or hazard to themselves; and

**WHEREAS**, It is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that all members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the dedication and efforts of these officers significantly contributes towards the health, safety, comfort and quality of life for the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of Trustees hereby formally dedicates May 13-19, 2018, as ***National Police Week*** in the Village of Pleasant Prairie and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

**Adopted this 7<sup>th</sup> day of May, 2018.**

**VILLAGE OF PLEASANT PRAIRIE**

\_\_\_\_\_  
John Steinbrink  
Village President

ATTEST:

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

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