

**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**  
**August 20, 2018**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognition
  - A. Commendations for Fire and Rescue Department Personnel.
5. Minutes of Meeting – August 6, 2018
6. Public Hearing
  - A. Consider Resolution #18-27 for the discontinuance of a portion of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue south.
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
  - A. League of Wisconsin Municipalities “*Close the Dark Store Loopholes*” video.
9. New Business
  - A. Consider and approve the Development Agreement between The Village of Pleasant Prairie and Riverview Group, LLC as it relates to Stateline 94 Corporate Park.
  - B. Receive Plan Commission recommendation and consider Ordinance #18-35 for Comprehensive Plan Amendments as it relates to proposed Breeze Terrace Apartments generally located south of Corporate Drive and east of 116<sup>th</sup> Avenue.
  - C. Receive Plan Commission recommendation and consider Ordinances #18-36 and #18-37 for a Zoning Map and Zoning Text Amendments as it relates to Breeze Terrace Apartments generally located south of Corporate Drive and east of 116<sup>th</sup> Avenue.

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- D. Receive Plan Commission recommendation and consider Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System Agreement and DSIS Access Easement for the proposed Breeze Terrace Apartments generally located south of Corporate Drive and east of 116<sup>th</sup> Avenue.
- E. Receive Plan Commission recommendation and consider for approval Resolution #18-28 a Final Condominium Plat, Development Agreement and Related Exhibits relating to property located north of Main Street at 47<sup>th</sup> Avenue for the second phase of The Cottages at Village Green.
- F. Receive Plan Commission recommendation and consider for approval Ordinance #18-38 a Zoning Text Amendment to amend Chapter 420 as it relates to Rocket Wash/Merlin Muffler/Martino's Dry Cleaning PUD.
- G. Receive Plan Commission recommendation and consider a time extension of an approval of the DOT Memorandum of Understanding regarding Main Street Market Development.
- H. Receive Plan Commission recommendation and consider a time extension of an approval of the Gateway at LakeView Corporate Park Declaration of Development Standards and Protective Covenants.
- I. Consider and approve Ordinance #18-34 amending Chapter 355 of the Municipal Code as it relates to Well Regulation Program.
- J. Consider and approve Ordinance #18-39 amending Chapter 305 of the Municipal Code as it relates to Construction and Maintenance of Sidewalks and Driveway Approaches.
- K. Consider and approve Letter of Credit Reduction No. 6 for The Cottages at Village Green.
- L. Consider and approve Resolution #18-26 to dispose of a surplus vehicle.

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

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

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JUNE 18, 2018, JUNE 25, 2018 AND JULY 2, 2018**

Michael Serpe:

Move approval.

Kris Keckler:

Second.

John Steinbrink:

We have a motion and a second for approval. Any additions? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD REGULAR MEETINGS OF JUNE 18, 2018, JUNE 25, 2018, AND JULY 2, 2018 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**5. PUBLIC HEARING**

**A. 28th Avenue Water Main Extension**

Kurt Davidson:

Mr. President and members of the Board, before we have the preliminary resolution for special assessment for the installation of water main and services for 28th Avenue water main extension. The project is being constructed as a result of splitting the corner lot located at the northeast corner of 28th Avenue and 104th Street by the property owner. At the time of the lot split the property owner paid the special assessment as deferred when the 30 inch water main was installed on 165 which requires then the Village install the water main up 28th Avenue to the northern property limits. Any questions?

John Steinbrink:

Any questions? If not it's a public hearing, and I'm going to open it up to public comment or question.

Jane Snell:

Mr. President, there were no signups this evening.

John Steinbrink:

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

Michael Serpe:

Kurt, this is a request by the residents for this water?

Kurt Davidson:

The resident that was at that northeast corner they decided to split the lot, and they paid for a special assessment that included the water main along 28th Avenue. So at that point we just had to install this water on 28th Avenue.

Michael Serpe:

And the people on the west end they're going to have to hook up within a year is that correct, across the street? Is it one year after it goes in they have to hook up?

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Mike Pollocoff:

That's been our policy. I was just looking at the resolution [inaudible]. Preliminary, what's the rate for running foot?

Kurt Davidson:

We didn't set the rate yet for it. I'd assume -- I'll have to look at that yet what the rate's going to be.

Mike Pollocoff:

I think for the final resolution [inaudible].

John Steinbrink:

Any other comment or question?

Michael Serpe:

Move approval.

Mike Pollocoff:

Second.

John Steinbrink:

Motion and a second. Now any further discussion? Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE THE 28TH AVENUE WATER MAIN EXTENSION AS PRESENTED; SECONDED BY POLLOCOFF; MOTION CARRIED 4-0.**

**6. CITIZEN COMMENTS**

Jane Snell:

Mr. President there were no signups this evening.

John Steinbrink:

Anybody wishing to speak under citizens' comments? Hearing none I'll close citizens' comments.

**7. ADMINISTRATOR'S REPORT**

**A. Pleasant Prairie Triathlon 2018 Video**

Nathan Thiel:

The only thing that I have to report is there was the Pleasant Prairie Triathlon a few months ago. And we wanted to show the 2018 video.

[Video Shown]

Nathan Thiel:

Thank you. We wanted to demonstrate this wonderful event. We will need to cancel that.

[Video Shown]

Nathan Thiel:

I will defer to staff, though, a little bit with just a few statistics. I don't know if John or maybe the Fire Chief might know how many participants we had this year. I know Mike Serpe had asked that question. But I do think that we need to recognize all the effort both by the volunteers and also by staff and their efforts in producing this event here within the Village. It's quite an operation. John, do you know how many participants we had?

John Steinbrink, Jr.:

Yeah, we had just under 1,000.

Nathan Thiel:

Thanks, perfect. That's all I had unless there's other questions.

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John Steinbrink:

Was it open to everybody? What was the main function of this one?

John Steinbrink, Jr.:

Yeah, it's open to everyone. It's the Sprint Distance, and it's the International Distance. And it was also the nationals for the Dare2tri which is the handicap accessible triathlon. And it's really something to see, to be a part of, and to see the people running with artificial legs and swimming with artificial limbs. It's really inspirational to see. So I would definitely encourage next year if anyone hasn't had a chance to see it to take the time to volunteer to be a part of it.

Nathan Thiel:

That's all I have.

John Steinbrink:

I'd like to thank whoever put that video together. Was that our staff from the triathlon group?

Emily Kolosso:

Sponsors.

John Steinbrink:

I know that morning I watched the bikes come up. We call them para-athletes, and it's quite a thing. And the people that helped them so it was a lot of group effort involved in this. Any further comment or question?

**8. NEW BUSINESS**

**A. Consider the Award of Construction Contract to Globe Contractors, Inc., for the West Frontage Road Sanitary Sewer and Water Main Relay project.**

Kurt Davidson:

Mr. President and members of the Board, before you we have the construction contract for the West Frontage Road sanitary sewer and water main relay project. The project consists of relaying existing sewer and water which currently bisect the former KABA parcel. This parcel is located north of Highway 165 and east of West Frontage Road. This project will also provide service to the new Aurora development. The sewer and water will be installed directly east of the West Frontage Road, and the old line will be abandoned in place. This will allow for the entire parcel to be developed. We received two bids on this project. The high bid was Fischer Excavating at

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\$547,349. The low bid was Globe Contractors at \$466,067. We recommend that the contract be awarded to Globe Contractors in the amount of \$466,067. Any questions?

John Steinbrink:

Where is Globe Contractors out of?

Kurt Davidson:

I have to look. I don't recall for sure where they are. Pewaukee.

John Steinbrink:

It's just not a name familiar to us here.

Kurt Davidson:

They have done projects for us in the past but it's been a while.

John Steinbrink:

Other questions?

Mike Pollocoff:

Mr. President I move that we authorize the Village President or Administrator to enter into a contract with Globe Contractors not to exceed \$466,067 for relocation of a sanitary sewer and water main.

Kris Keckler:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries.



**POLLOCOFF MOVED TO AUTHORIZE THE VILLAGE PRESIDENT OR ADMINISTRATOR TO ENTER INTO A CONTRACT WITH GLOBE CONTRACTORS, INC., FOR THE WEST FRONTAGE ROAD SANITARY SEWER AND WATER MAIN RELAY PROJECT NOT TO EXCEED \$466,067; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**B. Consider the Award of a three year (2018-2021) contract extension agreement between Village of Pleasant Prairie and Advanced Disposal.**

John Steinbrink, Jr.:

Mr. President and members of the Board, this evening I bring before you an extension of our existing single stream recycling contract. We are just looking at an extension of the contract because we really are limited to where we can haul our recycling material. We do not have a transfer site, we don't have any sort of packing facility. So everything would have to be hauled with our existing route trucks. The closest facility right now is actually in the City of Kenosha owned by Advanced Disposal probably on Highway 31 around the 5400 block.

There was another one that we were looking at entering into an agreement with possibly John's Recycling located at around Three Mile and 45, but if you read the paper they caught on fire and burnt down so we stopped negotiations with them shortly after that.

So we are looking to go with the three year extension. They are keeping the tipping fee the same for the first year, and then a two and a half year increase in tipping fee for the second and third year. The tipping fee is any time we bring material per weight. So if we bring ten tons of materials we pay \$11.86 per ton to bring it there. And then that covers their overhead and everything else. And then the rebate that we get really is based on the amount of the value of the material. If the material has no value we just pay whatever charges that there are. If there is a value to the recycling material the Village receives a rebate of 70 percent of the net proceeds which is quite a bit better than we had negotiated before.

If you've been following world economics you may know that China really has kind of thrown a monkey wrench in the recycling market nationally where they're the purchaser of most of the single stream recycling in the world. And they've really kind of put the screws down to what they accept. So they haven't been accepting a lot of material so there's been a ton of material, when I say ton I mean like millions of tons of material, that really doesn't have a home. So the value of the material because there's so much volume has decreased almost exponentially within the last year or so. So until that levels out the recycling doesn't have that much value right now.

But at least we're to the point where any time it does receive more of an increase in value after the processing and after all those other fees we will receive 70 percent. We still are receiving money for our recyclable material, it's just not as much as it was five, ten years ago when steel and other things were at a pretty high value. So with that being said we are looking for a recommendation on extending the contract with single stream recycling per the terms outlined.

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Mike Pollocoff:

John, in the contract that we're extending is there any provisions do they have a [inaudible] or escape clause in the older contract.

John Steinbrink, Jr.:

Those are in there so we're not going to have a repeat of what happened with our original recycler that went out of business probably back 12 years ago so that won't happen. So we do have those provisions that are in the contract.

Mike Pollocoff:

And what's their price per ton for solid waste?

John Steinbrink, Jr.:

For the tipping fee?

Mike Pollocoff:

Yeah.

John Steinbrink, Jr.:

It's around the mid sixties that we pay per ton. So there's definitely a value for the Village residents to recycle because we do pay about \$63 a ton to put garbage, trash in the landfill. We do receive, even though it's not a large monetary amount, we do receive monies for recycling. So it definitely helps us out, the waste utility, which in turn keeps our rates low that we have for all of our residential users.

Michael Serpe:

John, are you anticipating a rate increase this year or next? I'm sure next year for sure, right?

John Steinbrink, Jr.:

We're not looking for a rate increase for the balance of 2018, and we're still in the budgeting process right now for 2019. So it will be the term and probably around November we end up having a rate increase based on how all the numbers play out at the end of the year.

Michael Serpe:

For 2019?

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John Steinbrink, Jr.:

For 2019, correct.

Michael Serpe:

And obviously maybe 2020 as well?

John Steinbrink, Jr.:

Yeah, it's hard to tell at this point right now how it's going to be. We are working with the finance department to put together the 2019 budget to be presented to the Board. And we're not quite at a point yet to make a recommendation yes or no with the rate increase.

Kris Keckler:

I appreciate you bring up with the recent global change in tariffs and how this impacts the local municipalities. That was one of my first questions, but I do have a follow up. Last week I saw a national news coverage with a similar related story about how cities and other outlets are having to deal with the change in costs and what the local tax authority might be incurring. One of them was going as far as that if the residents had violated or put things in their recycling bins that weren't supposed to be in there that they were actually taking pictures of them to put them on kind of a watch list up to a potential penalty of discontinuing grabbing the recycling until they obviously made corrective action and put in only recyclables just to try and reduce some of the overhead costs of dealing with it down the stream. I know the Village has been pretty good as far as the local recycling efforts. But have we seen any type of change -- I'm not asking to insert some type of fees, but are we looking at do we increase promotional communications to try and maintain the quality level?

John Steinbrink, Jr.:

Yes, we're always trying to do educational information whether it's in the newsletter or press release. I'm working with the communication department. We can do any sort of a contest. We're in the elementary schools. Anything we can do to promote recycling works, but it works for a short duration. So that's why you continually need to bring it up and bring it up and just kind of push that. There is a reason why you have to recycle, and at the end of the day, one, it's good for the environment and, two, it's going to keep your rates low.

Kris Keckler:

Do we have any locations or areas that continually just misuse the recycling bins?

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John Steinbrink, Jr.:

We do not have specific areas that are a problem. The Village is a pretty green community. It's middle class so most people will take the time to recycle. The biggest issue I think that we may have is someone has more recycling that fits in the recycling cart. And then just because it's human nature you're just going to put it in the cart next to it. So we've offered different carts. We've offered additional carts. Additional carts come with more space. So we're always trying to find ways to increase our diversion rate which is the amount of recycling you pull out of the landfill.

Kris Keckler:

All right, thank you.

John Steinbrink:

I know you've been to the schools and that's a good program because it seems like the kids have a big influence on the parents and what goes into the garbage and what goes into the recycling. Is that an ongoing program visiting the schools?

John Steinbrink, Jr.:

Yeah, we try to get into each of the elementary schools at least one time per year to do a presentation, an hour or something like that in the auditorium. One for water, one for stormwater and one for recycling. So we try to get in there at different times or group them in. It's really something that's just kind of a generational change, and I think it will increase over time. When I was a kid which I guess has been some duration now really there wasn't recycling. It wasn't mandated until 1994. So everything you just burned or you threw away or you buried. Things have really changes. And so now the kids that are growing up or even my kids are at a point where recycling has just been a way of life. So I think as generations get more used to it and you're taught that's the way that it is I believe that that diversion rate will increase.

Nathan Thiel:

John, you had mentioned a transfer station and how that might change operations. Even if we had a transfer station where would that recycling go if you could speak to that just a little bit.

John Steinbrink, Jr.:

Absolutely. One of the things that I'd like to do in our capital plan, whether it's five or ten years down the road, is build our own transfer station where we take our route trucks, they dump the recycling in at one general location, it gets baled or loose loaded into semis, and then hauled off to another site. That really is going to help the Village, because now instead of having to take a route truck with maybe six tons of recycling you can take a semi with 30 tons of recycling and haul it somewhere else. That really opens up your market.

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So if you have a drop off center that knows we only have route trucks in that center, they're going to negotiate knowing that when we're running our numbers we know what our transportation costs are. Transportation costs to haul it to Madison or Milwaukee or Chicago is pretty high with the small route trucks that we have. Down the road we'd like to do something larger.

It takes around 5,000 tons of recycling to really make this pay off where it's worthwhile. Right now we're at about half of that. In an ideal world I would love to partner up with another municipality, whether it's the City of Kenosha, Salem Lakes, Bristol, whoever that we could do something with, and take a more regional approach with solid waste and recycling. And I think it would benefit all those communities. Easier said than done. But we are looking to open the door with that. And if the other municipalities are in the same boat that we are which they are maybe it's something that we can do in the next couple to five years possibly.

John Steinbrink:

Would the county be a partner in this possibly?

John Steinbrink, Jr.:

I'm not sure if the county would actually head it up because each of the municipalities within the county have their own services. The county itself really doesn't have it. But it's definitely something that we could run through the Executive's office to see if he could kind of be the head in that to see is anyone interested in doing it? Is anyone interested in grouping together for solid waste or recycling? To build a facility centrally located within the county, and then hopefully save some fees down the road.

Mike Pollocoff:

There are some pretty good examples in Green Bay and Winnebago where they've actually -- the three counties there [inaudible]. [Inaudible] they have their own landfill that they use, and they have their own recycling center. And it's drawn criticism from the private sector that they can't make the prices that Green Bay and Oshkosh and [inaudible]. There they had the same thing. Once they achieved some critical mass [inaudible].

John Steinbrink, Jr.:

Right. And if we could work something out with Kenosha, Racine and Walworth that can be ideal. And I can start up with the County Exec's office and see where it goes. It has to start somewhere, so it makes sense that maybe we start the ball rolling with that.

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Nathan Thiel:

Along those lines just to piggyback, I remember as a kid in a school program going to the Outagamie recycling plant, and I think that was the third one that you were referring to, Mike. And it was a slick operation.

Michael Serpe:

Are we looking for a motion on this?

John Steinbrink:

Yes.

Michael Serpe:

I'd move approval of the three year contract with advanced disposal.

Kris Keckler:

Second.

John Steinbrink:

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

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE THE AWARD OF A THREE YEAR (2018-2021) CONTRACT EXTENSION AGREEMENT BETWEEN VILLAGE OF PLEASANT PRAIRIE AND ADVANCED DISPOSAL; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

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**C. Consider approval of a new liquor license agent for Kwik Trip 975 located at 8800 75th Street.**

Jane Snell:

Mr. President and Trustees, this is your standard liquor license agent change. The former agent is no longer employed at Kwik Trip 975 which is located at 8800 75th Street. Kwik Trip submitted a request to change the agent to Nathan Kollaszar. All requirements have been met, and a police check has been completed by Chief Smetana. I would recommend that Nathan Kollaszar be appointed successor agent for the Kwik Trip Store 975.

Kris Keckler:

So moved.

Michael Serpe:

Second.

John Steinbrink:

We have a motion and a second. Those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**KECKLER MOVED TO APPROVE NATHAN KOLLASZAR AS THE LIQUOR LICENSE AGENT FOR KWIK TRIP 975 LOCATED AT 8800 75TH STREET; SECOND BY SERPE; MOTION CARRIED 4-0.**

**D. Consider the appointments to various commissions.**

Nathan Thiel:

So Village Board, before you are several names for appointments to the Community Development Authority, the Police and Fire Commission and the Park Commission. There was one change to the names being proposed to the Community Development Authority since the packet was sent out. Kate Jerome will continue to -- she notified us and let us know that she'll continue to be serving on the Community Development Authority and so we removed one name.

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You have four names before you on the Community Development Authority, John Steinbrink who will serve a term of one year to August 5, 2019; Mike Serpe will serve one year to next year August 5, 2019; Gary Hutchins who is currently serving will also serve a term August 5th until 2022. And the new name to be presented is John Magnan who will serve the term from August 5, 2023.

Then for the Police and Fire Commission we were able to meet with Jeff Flasch who we would be proposing to serve a term August 5th to 2023. And then Mary Waldon to serve a term from August 5th to 2023. And then on the Park Commission Christopher Bilik to serve until 2019, August 5th. The President and I had the opportunity to interview these individuals and felt their qualifications were outstanding or well suited for these commissions and will provide good advice and counsel. Mr. President, I don't know if you have anything you want to add.

John Steinbrink:

We were very fortunate. Went out and got a lot of applications with the applicants. Our goal on our commissions and committees is to have a balanced part of the community. So we try and get people from all different walks of life to fill in the positions there. That gives us a rounded commission. We get a lot of input and a lot of insight to different things. We were very fortunate this time with those, and congratulations to those we chose. I know they're in the audience tonight, a few of them here. And the ones -- we have some extras out there that we definitely will use in the future because commission members are an ongoing thing. Some get older, some move out of town and some just pass away. We're always looking for replacements. And we're very fortunate to have those that want to participate in our community. I know Jeff is here and Mary and Christopher. Am I missing anybody out there? I don't think so tonight. Thank you for applying, and we'll have the formal group meeting when you come to the commissions at the time then. But thank you once again for participating and applying.

Nathan Thiel:

So one other comment. We will be touching -- I will reach out to Kate Jerome just to verify her plans, how long she'll be in the area and verify the term or the length of term that she'll be able to serve. And then we'll bring that name to the Board. But I guess at this point these are the names we'd recommend and look for a motion.

Michael Serpe:

John, I would move approval of the group with a comment. The Village is growing. Where we're at now is no comparison to where we were 20 years ago. And the commissions are a valuable asset to this Board and to this Village. So I know you people will serve well for us and look forward to working with you. Move approval.



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Mike Pollocoff:

Second that.

John Steinbrink:

Motion and a second. If there's further discussion? I know some of the folks are new to the community, some have been here for a while. But they all share the same thought. They think highly of our community, and they want to make it a better place to live by their participation. So they want to raise their families here, and they want to keep Pleasant Prairie going the way it's going, and that's a great thing to see. If there's no further discussion those in favor?

Voices:

Aye.

John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO APPROVE THE RECOMMENED INDIVIDUALS BE APPOINTED TO VARIOUS COMMISSIONS AS PRESENTED TO THE BOARD; SECONDED BY POLLOCOFF; MOTION CARRIED 4-0.**

**9. VILLAGE BOARD COMMENTS**

**10. ADJOURNMENT**

Michael Serpe:

Move we adjourn.

Kris Keckler:

Second.

John Steinbrink:

Motion and a second for adjournment. Those in favor?

Voices:

Aye.

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John Steinbrink:

Opposed? So carries.

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KECKLER;  
MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 6:45 P.M.**

Consider approval of **Resolution #18-27** for the **discontinuance of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue.**

**Recommendation:** Plan Commission recommends that the Village Board approval the **discontinuance of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue** subject to the Village Staff Report of August 20, 2018.

## VILLAGE STAFF REPORT OF AUGUST 20, 2018

Consider approval of **Resolution #18-27** for the **discontinuance of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue.**

*On July 2, 2018 the Village Board adopted Resolution #18-23 to initiate the discontinuance of a portion of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue south of Parcels 19 and 20 of CSM 1699 within the LakeView West area of the LakeView Corporate Park pursuant to Section 66.1003 of the Wisconsin Statutes.*

This portion of 110<sup>th</sup> Street right-of-way proposed to be vacated as shown and legally described in the **attached** request was dedicated by CSM 1699 and is being requested to be vacated by all abutting and adjacent property owners. Although this right-of-way was dedicated, roadway improvements were not constructed and are not intended or required to be installed for future development. The land to the north and south do not require this roadway and the land to the east has access via an existing driveway outside of the dedicated 110<sup>th</sup> Street right-of-way; however, an easement for the future expansion of public sanitary sewer shall be dedicated to the Village on the western 20 feet of the right-of-way being vacated.

Upon vacation of this portion of 110<sup>th</sup> Street right-of-way, the vacated street shall be transferred and attached to Parcels 19 and 20 of CSM 1699 as further identified as Tax Parcel Numbers 92-4-122-0302-0161 and 92-4-122-302-0162 owned by Breeze Terrace, LLC.

The Village Board is holding the required public hearing regarding this request on August 20, 2018. On July 18, 2018 all required property owners were notified via regular mail and the required Class 3 notice was published in the Kenosha News on July 30, August 6 and August 13, 2018 to notify the public of the Public Hearing being held by the Village Board.

**Plan Commission recommends that of a portion of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue, which has been designated as a public right-of-way as shown and legally described be discontinued and the Village shall transfer ownership of said property to the adjacent property owner as noted above by the recording of this resolution at the Kenosha County Register of Deeds office provided that upon its vacation an easement for the future expansion of public sanitary sewer be dedicated to the Village on the western 20 feet of the right-of-way being discontinued.**

VAC1806-001

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #18-27**

**RESOLUTION RELATING TO THE DISCONTINUANCE OF  
A PORTION OF 110<sup>th</sup> STREET EAST OF 116<sup>th</sup> AVENUE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a Resolution declaring that the public interest requires it.

**WHEREAS**, the Village of Pleasant Prairie has initiated the discontinuance of a portion of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue south of Parcels 19 and 20 of CSM 1699 within the LakeView West Corporate Park; and

**WHEREAS**, this portion of right-of-way was dedicated by CSM 1699; however roadway improvements were not constructed and are not intended or required to be installed for future development since the land to the north and south do not require this roadway and the land to the east has access via an existing driveway outside of the dedicated right-of-way; and

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

**WHEREAS**, upon vacation of this portion of 110<sup>th</sup> Street right-of-way, the vacated street shall be transferred and attached to Parcels 19 and 20 of CSM 1699 as further identified as Tax Parcel Numbers 92-4-122-0302-0161 and 92-4-122-302-0162 owned by Breeze Terrace LLC; and

**WHEREAS**, the Village of Pleasant Prairie Plan Commission reviewed said request at its August 13, 2018 meeting and recommended approval of said discontinuance provided that an easement for the future expansion of public sanitary sewer be dedicated to the Village on the western 20 feet of the right-of-way being discontinued; and

**WHEREAS**, on July 18, 2018 all required property owners were notified via regular mail; and the required Class 3 notice was published in the Kenosha News on July 30, August 6 and August 13, 2018 to notify the public of the Public Hearing being held by the Village Board; and

**WHEREAS**, a Public Hearing to consider said discontinuance was held by the Village Board of Trustees on August 20, 2018.

**NOW THEREFORE BE IT RESOLVED** that of a portion of 110<sup>th</sup> Street east of 116<sup>th</sup> Avenue, which has been designated as a public right-of-way as shown and legally described on **Exhibit A**, shall be discontinued and the Village shall transfer ownership of said property to the adjacent property owner as noted above by the recording of this resolution at the Kenosha County Register of Deeds office provided that upon its vacation an easement for the future expansion of public sanitary sewer be dedicated to the Village on the western 20 feet of the right-of-way being discontinued.

**Adopted this 20<sup>th</sup> day of August 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

\_\_\_\_\_  
Jane C. Snell  
Village Clerk  
vb res #18-27 final

VAC1806-001

## **110th Street Vacation**

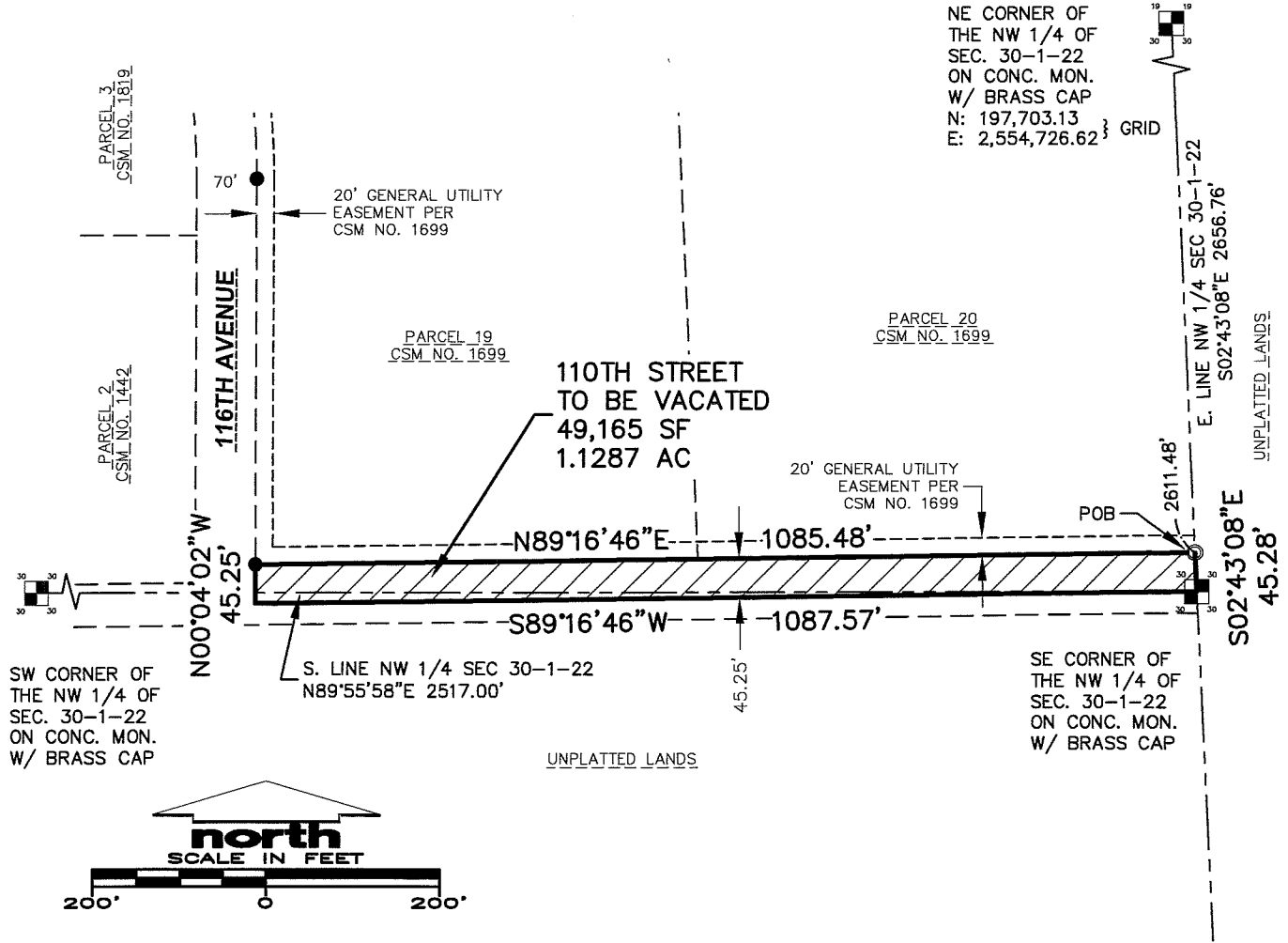
All that part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 1 North, Range 22 East, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follow:

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, 2611.48 feet to the southeast corner of Parcel 20 of Certified Survey Map No. 1699 and the point of beginning;

Thence continuing South 02°43'08" East along said east line, 45.28 feet; thence South 89°16'46" West, 1087.57 feet to the east line of 116th Avenue; thence North 00°04'02" West along said east line, 45.25 feet to the southwest corner of Parcel 19 of said Certified Survey Map No. 1699; thence North 89°16'46" East along the south line of said Parcel 19 and then along the south line of said Parcel 20, 1085.48 feet to the point of beginning.

Containing in all 49,165 square feet (1.1287 acres) of lands, more or less.

Note: Land described above was previously dedicated for Public Street purposes in Certified survey Map No. 1699, recorded in Kenosha County Registers of Deeds Office on August 3, 1993 as document No. 934874.



R:\2017\178209 Breeze Terrace\Draw\17-8209 EXHIBIT VACATION.dwg User: riskandarslacth

**JSD** Professional Services, Inc.  
 200 Years of Experience

MILWAUKEE REGIONAL OFFICE  
 W238 N1610 BUSSE ROAD, SUITE 100  
 WAUKESHA, WISCONSIN 53188  
 262.513.0666 PHONE | 262.513.1232 FAX

www.jsdinc.com

PROJECT:  
**BREEZE TERRACE**  
 VILLAGE OF PLEASANT PRAIRIE

SHEET TITLE:  
**110TH STREET**  
 VACATION EXHIBIT

JSD PROJECT NUMBER:  
 17-8209

DRAWN BY: CHECKED BY:  
 RWI TAG

DATE:  
 05-20-18

SHEET NUMBER:  
**EX-1**

June 11, 2018

Village of Pleasant Prairie  
Attn: Jean Werbie-Harris  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Subject: Vacating of 110<sup>th</sup> Street

Dear Village Staff, Plan Commission and Board of Trustees:

The undersigned, as adjacent property owners to 110<sup>th</sup> Street in Pleasant Prairie, request that Pleasant Prairie vacate a portion of 110<sup>th</sup> Street, specifically the land already conveyed as shown and described on the attached exhibit. Please begin the administrative process for this request. Let me know if you need additional information.

Thank you,



---

Francis Brzezinski  
Interstate Partners II LLC  
a Wisconsin limited liability company

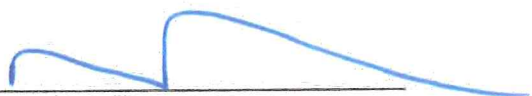


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Mark Goode  
Riverview Group, LLC  
an Illinois limited liability company

---

Wispark LLC  
a Wisconsin limited liability company



---

David Moore  
Conservation Education LLC  
a Wisconsin limited liability company



---

Pleasant Prairie Premium Outlets, LLC  
a Delaware limited liability company



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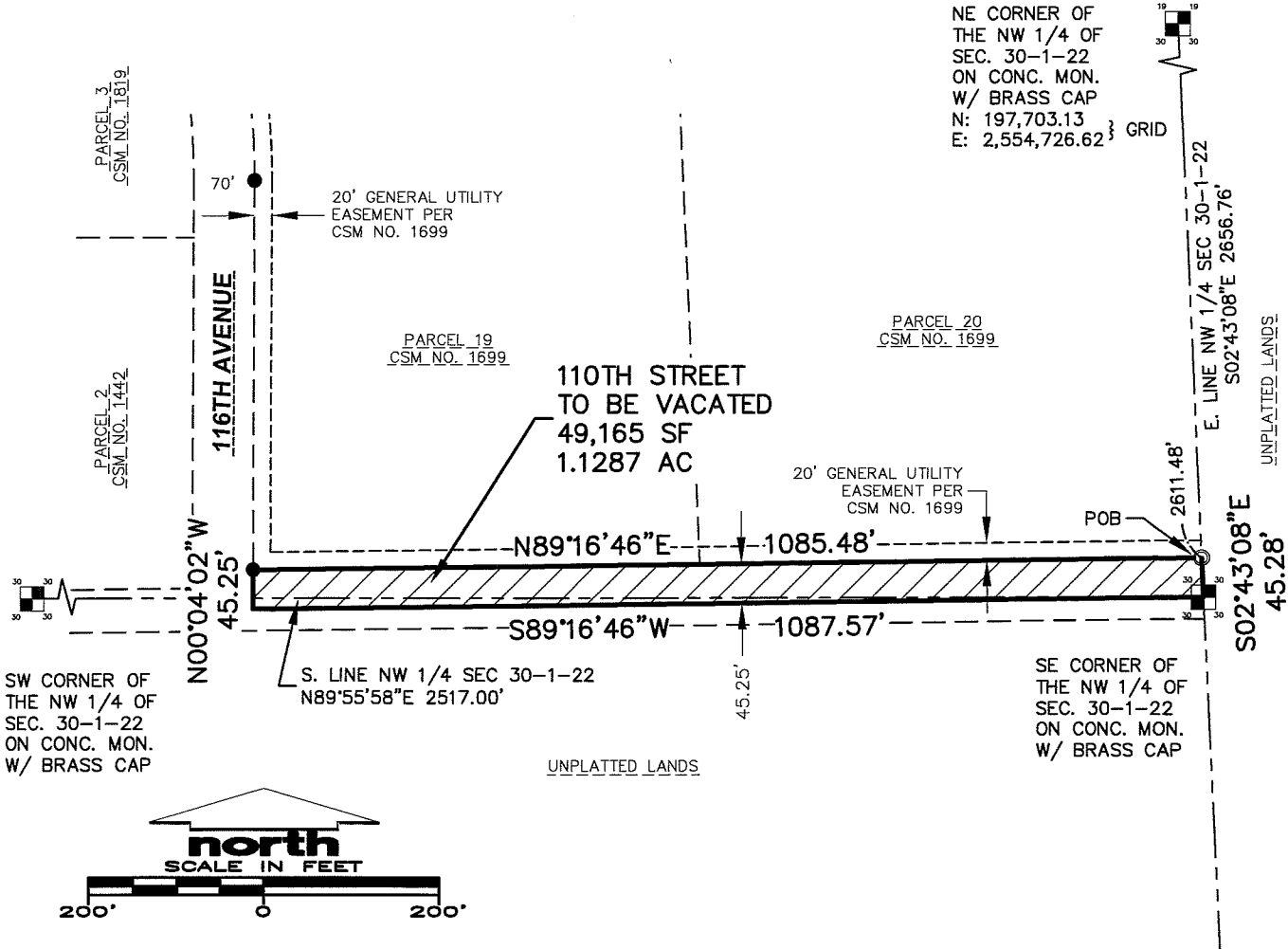
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R:\2017\178209 Breeze Terrace \Dwg\17-8209 EXHIBIT VACATION.dwg User: riskandarslacth

**JSD** Professional Services, Inc.  
 o Engineers o Surveyors o Planners

MILWAUKEE REGIONAL OFFICE  
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PROJECT:  
**BREEZE TERRACE**  
 VILLAGE OF PLEASANT PRAIRIE

SHEET TITLE:  
**110TH STREET**  
 VACATION EXHIBIT

JSD PROJECT NUMBER:  
 17-8209

DRAWN BY: CHECKED BY:  
 RWI TAG

DATE:  
 05-20-18

SHEET NUMBER:  
**EX-1**

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE VILLAGE OF PLEASANT PRAIRIE  
AND  
RIVERVIEW GROUP, LLC**

\_\_\_\_\_, 2018

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## List of Exhibits

- Exhibit A - Legal Description of the Property
- Exhibit B - Master Plan
- Exhibit C - Water Work
- Exhibit D - Sanitary Sewer Work
- Exhibit E - Roadway Work
- Exhibit F - Executive Summary of Traffic Impact Analysis
- Exhibit G - Developer Funded Projects
- Exhibit H - Form of Developer Work Letter of Credit
- Exhibit I - Form of Public Developer Work Project Bond
- Exhibit J - Form of MRO
- Exhibit K - Form of Memorandum of Development Agreement
- Exhibit L - Project Phase Description
- Exhibit M - Form of Memorandum of Understanding
- Exhibit N - Public Street Light Standard

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Development Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the Effective Date"), by and between **RIVERVIEW GROUP, LLC**, an Illinois limited liability company (the "Developer") and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation (the "Village").

### RECITALS:

**WHEREAS**, the Developer owns the real estate located within the Village, more particularly described on **Exhibit A** attached hereto (the "Property"); and

**WHEREAS**, a depiction illustrating the approximate location of the Property is set forth on the master plan attached hereto as **Exhibit B** (the "Master Plan"); and

**WHEREAS**, the Developer and the Village previously entered into a Development Agreement regarding the Property dated July 21, 2014 and evidenced by a Memorandum of Development Agreement dated July 21, 2014 and recorded with the Kenosha County Register of Deeds as Document No. 1732075, which reflected the payment of funds out of Tax Increment District #2 of the Village, which Development Agreement was subsequently terminated by that certain Development Agreement Termination dated January 20, 2016 between the Developer and the Village, which was evidenced by that certain Memorandum of Development Agreement Termination recorded with the Kenosha County Register of Deeds as Document No. 1789527; and

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

**WHEREAS**, the Developer currently contemplates developing the Property into a development now commonly known as "Stateline 94 Corporate Park" and previously referred to as "Riverview Corporate Park" (the "Development Project") by constructing no less than three (3) commercial buildings (collectively, the "Buildings" and each, individually, a "Building") as initially proposed to be located as set forth on the Master Plan for the Development Project; and

**WHEREAS**, portions of the Property are presently zoned M-5 Production Manufacturing District, which zoning classification allows the development of Buildings for manufacturing, assembly, office and research and development uses as more particularly described in the Village's Zoning Code; and

**WHEREAS**, the Developer has requested that the Village create a new Tax Incremental District No. 7 (the "District") including the Property to reimburse Developer

for certain "project costs," as defined in the Tax Increment Law, incurred by the Developer in connection with the Development of the Property; and

**WHEREAS**, on May 7, 2018 the Village Board of Trustees (the "Village Board") adopted Resolution No. 18-14 which adopted the TID Project Plan (the "TID Project Plan") and created the District which includes the Property subject to the execution of this Development Agreement; and

**WHEREAS**, the TID Project Plan provides that the Development Project be accompanied by this Development Agreement between the Developer and the Village; and

**WHEREAS**, this Development Agreement is intended to provide for certain duties and responsibilities of the Developer relating to the development of the Property as described herein; and

**WHEREAS**, this Development Agreement is intended to serve as an Agreement for the construction of the public and private infrastructure improvements and obligations to complete the Development Project; this Development Agreement sets forth general requirements for the development of and infrastructure requirements for the Development Project; the Developer agrees to execute a Memorandum of Understanding (as hereinafter defined), update the Master Conceptual Plan Application, submit a Site and Operational Plan/Zoning Permit Application and submit the required updated Exhibits for the Village's review and approval, which address all of the Developer's specific obligations for the completion of the public and private infrastructure improvements for the Development Project in connection with each future subdivision of Lots (as hereinafter defined) and/or construction of Buildings (as hereinafter defined) within the Property and/or the development and construction of each successive Building within the Development Project; and

**WHEREAS**, the Village intends to reimburse the Developer up to a maximum amount for certain eligible costs incurred by the Developer for the construction of water and sewer utilities, roadways, storm water management facilities, and grading and site work that are needed for development of the Property as more particularly set forth in the Municipal Revenue Obligation ("MRO" as hereinafter defined) to provide an incentive to the Developer which the Village Board determines to be necessary to encourage the Developer to undertake the duties and responsibilities set forth herein; and

**WHEREAS**, the Village believes that unless the Village provides the incentives to the Developer described in this Development Agreement, the Developer will not undertake development of the Property; and

**WHEREAS**, the Village has determined that the development of the Property pursuant to this Development Agreement and the fulfillment generally of this Development Agreement by the parties hereto are in the best interests of the Village and its residents; will create jobs benefitting the residents of the Village and the

surrounding region; will enhance the value of other properties in the Village; will promote the orderly development of the Property in accordance with the Village's Comprehensive Plan for growth and development adopted by the Village; and are in accord with the public purposes and conditions of the applicable state and local laws and requirements under which the TID Project Plan has been undertaken and is being carried out;

## **AGREEMENT**

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

### **SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION**

**A. Definitions.** In addition to the words and terms elsewhere defined in this Development Agreement, the following words and terms when used in this Development Agreement shall have the following meanings:

**“Administrative Costs”** means all costs reasonably paid or incurred by the Village for the administration of the District, including third-party and internal Village costs.

**“Administrative Period”** means each of the following periods: (a) the period starting on the date the Village Board approves creation of the District and ending on the first September 15 after the creation of the District, and (b) each 12-month period thereafter, through and including the 12-month period during which the final auditing and/or other Administrative Costs required by the Tax Increment Law are paid by the Village.

**“Association”** means the property owners association to be formed by Developer whose members shall be the owners of all of the Lots in the Property as set forth in the Declaration.

**“Building”** means a building constructed on the Property , as set forth in the Recitals.

**“County Contribution”** shall have the meaning set forth in the definition of Developer Funded Project Costs.

**“CSM”** means a certified survey map for dividing property within any Project Phase as defined in Section III.E. hereof.

**“Declaration”** shall mean the Declaration of Covenants, Conditions and Restrictions more particularly described and defined in Section IV.O. hereof.

**“Developer”** shall mean Riverview Group, LLC, an Illinois limited liability company, as defined in the introductory clause hereof.

**“Developer Agreement”** shall mean this Development Agreement for the Property, as defined in the introductory clause hereof.

**“Developer Default Notice”** shall have the meaning set forth in Section IX.C. hereof.

**“Developer Funded Projects”** means each of the nine (9) projects set forth in the table of Developer Funded Projects attached hereto as **Exhibit G** (not including the Offsite Improvements line item in such table) to be constructed in stages with each Project Phase as set forth on such **Exhibit G** and further described in **Exhibit L**. For the avoidance of doubt, each of the five (5) Road projects, the Sanitary Sewer project, the two (2) Water projects and the Site Work and Grading and Storm Water project shall each be a Developer Funded Project and all of these nine (9) projects combined will constitute the Developer Funded Projects.

**“Developer Funded Project Costs”** means actual expenditures made by Developer for the construction of the Developer Funded Projects. The principal of the MRO shall only be increased for actual expenditures by Developer after the date of this Development Agreement (which shall include governmental fees and permits relating to the development of the land but not for fees, permits or impact fees for any Building or other improvements) for any Developer Funded Project up to the maximum amount listed for such Developer Funded Project in the table of Developer Funded Projects attached hereto as **Exhibit G** provided, however, for any Developer Funded Project except for the Site Work, Grading and Storm Water Development Project (each a “Public Developer Funded Project”), if the total actual expenditures by Developer for any of such eight (8) Public Developer Funded Projects is less than the maximum amount listed in such table of Developer Funded Projects, such shortfall may increase the maximum amount of another Public Developer Funded Project so long as the maximum amount of all of the Public Developer Funded Projects does not exceed the amount of \$10,999,688. In no event shall the maximum amount of the Site Work, Grading and Storm Water Developer Funded Project Cost exceed \$7,257,208. In the event that Kenosha County contributes any amounts to the 122nd Street (County Highway ML) Project (the “County Contribution”) or the State of Wisconsin contributes a TEA Grant, the amount of Project Costs covered by such County Contribution or TEA Grant will not be considered a Developer Funded Project Cost. Developer agrees to use its best efforts to obtain the contributions from Kenosha County and the State of Wisconsin as set forth above. For purposes of the definition of Developer Funded Project Costs Reimbursed by TEA Grant or County Contribution, the total Developer Funded Project Cost for each road Developer Funded Project will be decreased by the amount of the TEA Grant or County Contribution for such road Developer Funded Project.

**“Developer Funded Project Costs Reimbursed by TEA Grant or County Contribution”** means expenditures made by the Developer for a road project identified as a Developer Funded Project and included in Developer Funded Project Costs but for which the Village subsequently receives TEA Grant funds or a County Contribution.

**“Developer Payment”** shall have the meaning set forth in Section IV.S. hereof.

**“Developer’s Payment Statement”** means the statement provided by Developer to the Village to document the previous year’s expenditures of Developer Funded Project Costs as set forth in Section V. hereof.

**“Development Project”** means the “Stateline 94 Corporate Park” to be developed on the Property as defined in the Recitals.

**“Developer Work”** means collectively the Site Work and Grading, Storm Water Work, Water Work, Sanitary Sewer Work, Roadway Work and Landscaping. The parties acknowledge and agree that the depictions of the Water Work, Sanitary Sewer Work and Roadway Work as set forth on **Exhibits C, D and E**, respectively, are not final, and the Village may require changes to the location and specifications for such Developer Work in connection with its review and approval of final construction plans therefor which changes will not be arbitrary and capricious.

**“Event of Default”** shall have the meaning set forth in Section IX.A. hereof.

**“Final Payment Date”** means the earlier of (a) the date on which TID 7 terminates or (b) September 15, 2038 as provided in Section V. hereof.

**“Initial MRO Submission Date”** shall have the meaning set forth in Section V. hereof.

**“Issuance Date”** shall have the meaning set forth in Section V. hereof.

**“Joint Review Board”** means the joint review board for TID 7.

**“Landscaping”** shall have the meaning set forth in Section IV.K. hereof.

**“Lot”** means any lot created by a subdivision of all or a portion of the Property.

**“Master Plan”** shall mean the conceptual site plan attached hereto as **Exhibit B** as set forth in the Recitals.

**“MOU”** shall have the meaning set forth in Section IV.A. hereof.

**“MRO”** shall mean the municipal revenue obligation to be issued by the Village to the Developer to provide the Developer reimbursement of the Developer Funded Project Costs as set forth in Section V. hereof.

**“MRO Available Project Increment”** means, on each September 15, all TID Increment collected by the Village during the 12-month period immediately preceding such September 15, less the Administrative Costs for such Administrative Period.

**“MRO Submission Date”** shall have the mean set forth in Section V hereof.

**“Payment Date”** shall have the meaning set forth in Section V. hereof.

**“Project Costs”** shall have the meaning set forth in Section 66.1105(2)(f) of the TIF Law.

**“Project Increment”** means, on each December 31, all TID Increment collected by the Village during the preceding 12 month period, less the Administrative Costs for such Administrative Period.

**“Project Phase”** shall mean each of Phase I, II and III as described on **Exhibit G** and **Exhibit L** attached hereto and as depicted on **Exhibit C**, **Exhibit D** and **Exhibit E** attached hereto for the Water Work, Sanitary Sewer Work and Roadway Work, respectively, to be constructed in each Project Phase. Project Phases shall not be limited to development in sequential numbering order but will require different Developer Work to be constructed in each Project Phase depending on the order of the Project Phases developed as set forth on **Exhibit L** attached hereto. The completion of the Developer Work to be constructed in each Project Phase will become an obligation of Developer at the time that a CSM creating a lot within any Project Phase has been approved by the Village. Notwithstanding anything to the contrary provided herein or in **Exhibit G** or **Exhibit L** attached hereto, in the event WISDOT requires any Roadway Work for the approval of access to any Building within a Project Phase, the Developer shall complete the construction of such Roadway Work in connection with such Project Phase and provide a Public Developer Work Project Letter of Credit or Performance Bond to the Village for the cost of such Roadway Work.

**“Property”** has the meaning set forth in the Recitals.

**“Public Developer Funded Project”** shall have the meaning set forth in the definition of Developer Funded Project Costs.

**“Public Developer Work Project”** shall mean a Developer Funded Project involving Public Infrastructure Improvements, which shall be all of the Developer Work Projects except the Site Work, Grading and Storm Water Project set forth on **Exhibit G** attached hereto.

**“Public Developer Work Project Amount”** shall equal the guaranteed maximum price set forth in the executed construction contract between Developer and the contractor constructing the Public Developer Work Project, which shall be provided by Developer to the Village prior to the commencement of the Public Developer Work Project, plus ten percent (10%).

**“Public Developer Work Project Letter of Credit”** shall mean a letter of credit securing the completion of a Public Developer Work Project as defined in Section IV.Q. hereof.

**“Public Developer Work Project Bond”** shall mean a payment and performance bond securing the completion of a Public Developer Work Project as defined in Section IV.Q hereof.

**“Public Infrastructure Improvements”** shall mean that portion of the Developer Work either constructed within a public right of way or easement or to be dedicated to the Village or another governmental entity as set forth herein including, but not limited to, the Roadway Work, the Storm Water Work, Public Street Trees, Public Street Lights, Public Street Signs and public portions of the Sanitary Sewer Work and Water Work.

**“Public Street Lights”** shall mean the lighting facilities and wiring illuminating public roadways located within or adjacent to the Development Project.

**“Public Street Signs”** shall mean the signage providing identification, directions and guidance of and regarding the public roadways located within or adjacent to the Development Project.

**“Public Street Tree”** means a tree located adjacent to a public roadway located within or adjacent to the Development Project.

**“Review Period”** means the period for the Village’s review of the Developer’s Payment Statement as provided in Section V. hereof.

**“Roadway Work”** means the roadway work as more particularly described and defined in Section IV.J. hereof.

**“Sanitary Sewer Work”** means the sanitary sewer work as more particularly defined and described in Section IV.I. hereof.

**“Site Work and Grading”** means the site work and grading of the Property more particularly defined and described in Section IV.F. hereof.

**“Storm Water Work”** means the storm water work as more particularly defined and described in Section IV.G. hereof.

**“Tax Exempt Covenant”** is defined in Section XV.U. hereof.

**“Tax Increment”** shall have the meaning set forth in Section 66.1105(2)(f) of the Tax Increment Law.

**“TEA Grant”** shall mean a Transportation Economic Assistance grant from WISDOT to the Village for a road Developer Funded Project.

**“TID Increment”** means all Tax Increment collected and retained by the Village from property taxes levied on all real property and all personal property within TID 7.

**“TID Project Plan”** means the TID Project Plan for TID 7 as set forth in the Recitals.

**“TID 7 or the District”** means the Village’s Tax Incremental District No. 7 as set forth in the Recitals.



**“TIF Law”** means Section 66.1105 of the Wisconsin Statutes, as amended and renumbered from time to time.

**“Village”** means the Village of Pleasant Prairie, a Wisconsin municipal corporation, as defined in the introductory clause hereof.

**“Village Board”** means the Village Board of Trustees of the Village.

**“Water Work”** means the construction of all water lines and facilities as set forth in Section IV.H. hereof.

**“WISDNR”** means the State of Wisconsin Department of Natural Resources.

**“WISDOT”** means the State of Wisconsin Department of Transportation.

**B. Rules of Construction.** Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Development Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Development Agreement nor shall they affect its meaning, construction, or effect.
- (c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

## **SECTION II. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

1. Developer is a duly organized and existing limited liability company in current status under the laws of the State of Illinois.
2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and

instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

3. The Developer is the sole fee simple absolute owner of the Property and is possessed of the Property.

4. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

5. The Developer agrees to provide the Village with evidence of the availability of all necessary equity and/or debt financing to execute each individual Project Phase as each such Project Phase commences (as illustrated in **Exhibit G** and **Exhibit L**), so long as this Development Agreement continues in effect.

### **SECTION III. CONDITIONS PRECEDENT TO VILLAGE OBLIGATIONS**

In addition to all other conditions and requirements set forth in this Development Agreement, the obligations of the Village under this Development Agreement (including without limitation, the obligation of the Village to issue the MRO) are conditioned upon the satisfaction of each and every of the following conditions:

**A. Authority.** Prior to the execution of this Development Agreement, Developer shall provide the Village with evidence reasonably satisfactory to the Village that Developer is authorized to enter into this Development Agreement and that the persons signing this Development Agreement on behalf of Developer are authorized to so sign this Development Agreement.

**B. Certificate of Status.** Prior to the execution of this Development Agreement, Developer, at its cost, shall provide a certificate of status of Developer as a foreign limited liability company qualified to do business in Wisconsin issued by the Wisconsin Department of Financial Institutions.

**C. Title Evidence.** Prior to the execution of this Development Agreement, Developer, at its cost, shall provide to the Village updated title evidence showing record title to the Property to be vested in Developer and in a condition reasonably satisfactory to the Village.

**D. Environmental.** Prior to the execution of this Development Agreement, Developer, at its cost, shall provide to the Village environmental assessment reports, showing the environmental condition of the Property to be in a condition reasonably satisfactory to the Village.

**E. Declaration.** Prior to issuance of the MRO, the Developer shall have recorded the Declaration meeting the requirements of Section IV.O. hereof.

**F. Certified Survey Map.** Prior to commencing any construction of a Project Phase on the Property, the Village shall have approved a CSM for each such Project Phase, which shall divide the Property into buildable lots (each a "Lot" and collectively the "Lots"), with required land and/or easements dedicated to the Village and otherwise in a manner satisfactory to and approved by the Village.

**G. Dedications.** Prior to commencing any construction of a Project Phase on the Property, the Developer shall have dedicated, pursuant to an individual CSM or otherwise, the land and easements required by the Village to provide utilities and access to such Project Phase.

**H. Village Approvals.** Prior to commencing any construction of a Project Phase on the Property, the Developer shall have obtained from the Village all approvals required for such Project Phase.

**I. Other Governmental Approvals.** Prior to commencing construction of a Project Phase on the Property, the Developer shall have obtained all necessary approvals and permits required from all governmental authorities for such Project Phase, including from the WISDOT, the WISDNR, the Southeastern Wisconsin Regional Planning Commission, the Kenosha Water Utility and any other governmental approvals.

**J. Final Engineering Plans and Contracts.** Prior to commencing construction of a Project Phase on the Property, the Village shall have approved the final engineering plans for such Project Phase relating to the construction of the Public Infrastructure Improvements in a condition suitable for publicly bidding such work.

**K. No Defaults.** No Event of Default as defined in Section IX.A shall exist by Developer under this Development Agreement.

The conditions contained in Sections A-E in this Article III shall be satisfied or waived in writing by the Village before execution of this Agreement by the Village. In the event Developer fails to satisfy any condition set forth in Sections F-K in this Section III, the Developer shall not commence or continue any construction within any applicable Project Phase on the Property until such condition is satisfied.

All submissions given to the Village to satisfy the conditions contained in this Article III must be satisfactory in form and content to the Village, in its reasonable discretion, unless otherwise specifically stated.

#### **SECTION IV. UNDERTAKINGS OF THE DEVELOPER**

**A. Obtain Approvals for Development and Occupancy.** The Developer, at its cost and expense, shall: (i) submit all information, drawings, elevations, plans, specifications and other documents and information and all other matters required by

the Village for approval of all plans for any and all grading, site work, improvements, construction and development of the Property in accordance with the normal practices and procedures of the Village including, but not limited to, obtaining Village approval of a grading plan before commencing any work for any Project Phase on the Property; and (ii) obtain all approvals necessary therefor within the earliest commercially reasonable time thereafter, and obtain all zoning, building and other permits and other approvals for construction of and enter into any other and further additional development agreements with the Village detailing the requirements for construction and development for a Project Phase on the Property prior to the commencement of any construction activities thereon including, but not limited to, all required Site and Operational Plans (as defined in Article IX of the Village's Zoning Ordinance) and all required plat and/or certified survey map approvals under the Village's Land Division and Development Control Ordinance. The Developer may develop the Property by Project Phase, and may do so in any order, provided that Developer shall construct the Public Development Work Projects set forth on **Exhibit L**, which sets forth the specific Developer Work required by Developer depending on the sequence of the development of each of the three (3) Project Phases. Exhibit C, Exhibit D and Exhibit E set forth graphically, the Water Work, Sanitary Sewer Work and Roadway Work, respectively, required for each Project Phase, depending on the sequencing of the three (3) Project Phases as referred to on **Exhibit L**. The Developer shall submit a proposed CSM for each Project Phase on the Property, setting forth the land division required for the creation of the subdivided lot being offered for sale within each Project Phase and providing for any public and private roadways within each Project Phase, including the dedication of any easements required and the dedication of public roadways prior to commencing any construction for each Project Phase on the Property. The Developer shall submit a complete application for a proposed Site and Operational Plan approval for each proposed Lot sale or development of a Building within the Property to the Village for approval. The Developer and the Village will execute a Memorandum of Understanding ("MOU") relating to the sale of each Lot and/or the development of each Building within the Property, which will set forth the specific requirements required for the completion of the Public Infrastructure Improvements for the sale or development of such Lot and/or Building. Each MOU will be substantially in the form attached hereto as **Exhibit M**. The negotiation of each MOU will occur simultaneously with the Village's approval process and the execution of each MOU shall be a prerequisite for the approval of each Site and Operational Plan and the commencement of the construction of any Building or other improvement on any Lot within the Property. As part of any approval process, the Village may, in accordance with its normal permitting and zoning processes, impose such restrictions, covenants and obligations on the Developer as the Village deems appropriate for the development, construction and use of the Property. The Developer agrees to pay all development, license, permit, legal and other fees required by the State of Wisconsin, the Village and all other applicable governmental entities and will not in any way seek reimbursement from the Village for any cost thereof except under Section V hereof. No site grading, Buildings or improvements shall be constructed on a Project Phase until the civil engineering plans and specifications for such Project Phase relating to such Buildings and improvements have been reviewed and approved by Village staff and granted final approval by the Village Plan Commission and Board, all

necessary zoning, building and other permits and approvals are obtained in accordance with the requirements of the Village ordinances and the Village and the Developer have entered into an MOU for such Project Phase. The Village will consider a request by Developer to grant grading permits in advance of shell building permits. No Buildings or improvements shall be occupied prior to the approval of a permit application for and the issuance by the Village of a certificate of occupancy pursuant to Chapter 370 of the Village Code of Ordinances.

**B. Compliance with Codes, Plans and Specifications.** The construction of the Buildings and other improvements relating to a Project Phase constructed on the Property, and their uses, shall be in compliance with all applicable zoning and other ordinances of the Village; all other applicable laws, ordinances, regulations and requirements of all other governmental and quasi-governmental entities having jurisdiction over the Property; and with the pertinent provisions of the plans and specifications which have been approved by the Village. The acceptance of this Development Agreement, in and of itself, shall not obligate the Village to grant any variances, exceptions or conditional use grants, or approve any site grading, building or construction the Village determines not to be in compliance with the Village ordinances, or the requirements of any other applicable governmental authority.

**C. Erosion Control.** The Developer shall comply with all grading, zoning, erosion and soil control requirements affecting the Property in accordance with all applicable, federal, state, county and municipal regulations, guidelines, specifications, laws, ordinances and permits affecting the property or any portion thereof. Without limiting the foregoing, the Developer shall take such action and shall utilize such techniques and mechanisms necessary to implement any erosion control plan required by the Village and with the applicable provisions of the Village's Construction Site Maintenance and Erosion Control Ordinance, in order to prevent sediment from being deposited on adjacent properties or on any public street or into adjacent wetlands and floodplains and to prevent sediment from being washed into downstream drainage facilities. The Developer agrees to submit wetland delineations and archeological, historical and threatened species information to the WISDNR to obtain a notice of intent from the WISDNR prior to submitting its erosion control plan to the Village. No grading or other movement of soils shall be conducted by or for the Developer until an appropriate Erosion Control Permit has been issued for the Property by the Village. A \$2,000 cash payment shall be made by the Developer to the Village pursuant to this Development Agreement as a street sweeping security to guaranty to the Village that the roadways are kept clean throughout the construction. Following the Developer's completion of its obligations under this Development Agreement to the satisfaction of the Village, the full amount of the deposit, less a six percent (6%) administrative processing fee, shall be returned to the Developer if it is not used for erosion control enforcement purposes, e.g., cleanup of mud tracking. After providing notice to the Developer, at the end of the business day of such notice, the Village may draw upon the \$2,000 deposit at any time and from time to time in order to pay the cost of street sweeping and other such costs incurred by the Village, and the Developer shall within three (3) business days after receipt of notice from the Village make an additional cash deposit to restore the cash balance to \$2,000 with the Village.

**D. Protected Areas.** The Developer shall be responsible for undertaking all steps and precautions as are necessary to insure the preservation and protection of any shoreland areas, wetlands, floodplains, primary environmental corridors, Native American burial grounds, and other protected interests on or in the Property, and shall be responsible for obtaining all necessary Wisconsin Department of Natural Resources and/or U.S. Army Corps of Engineers permits. All such protected areas disturbed in any way by construction activities on any portion of the Property or in connection with the development of the Property by or for the Developer, shall be restored by the Developer to its prior condition to the satisfaction of the Village.

**E. Demolition.** The Developer shall, at its sole cost and expense, obtain any necessary razing permits and approvals from the Village. No debris or building materials shall be utilized as fill materials on this or any other site in the Village.

**F. Site Work and Grading.** The Developer shall, at its sole cost and expense, obtain all necessary permits and approvals, and perform the site work and grading of a Project Phase on the Property (the "Site Work and Grading"). Prior to the commencement of the Site Work and Grading, Developer shall submit and obtain approval of a grading plan pursuant to all applicable Village requirements and submit all contracts for the design and construction of the Site Work and Grading to the Village for the Village's written approval of the contractors and contracts. The Site Work and Grading shall be performed by the Developer in accordance with the requirements and applicable ordinances of the Village. The Village will consider a request by Developer to grant grading permits in advance of shell building permits. Upon completion of the Site Work and Grading for a Project Phase, Developer shall submit a plan providing as-built grades to the Village for confirmation that such grades are in compliance with all Village requirements.

**G. Storm Water System Private Improvements.** The Developer shall, at its sole cost and expense, design, locate, construct, install, provide for the Village inspection of, and use all private storm sewer and drainage system improvements and facilities in the private driveway areas for each Project Phase and on the Property including all retention/detention areas (collectively, the "Storm Water Work") in a workmanlike manner and in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance and the Village's Stormwater Management and Stormwater Drainage System Facilities, Stormwater Storage Facility and Construction Site Maintenance and Erosion Control Ordinance, and the Site and Operational Plans; all surface and storm water runoff, management, filtration and other such requirements of the Village for the Storm Water Work and all other applicable governmental entities and authorities as are applicable and in effect (the "Storm Water Work"). Prior to the commencement of any Storm Water Work for each Project Phase, the Developer shall submit all contracts for the construction of the Storm Water Work to the Village for the Village's written approval of the contractors and contracts. The Developer shall not commence any construction or improvement on or in any part of the Property unless and until the Developer has obtained for each applicable Project Phase all Site and Operational Plan approvals required for a storm water management plan

and for the Storm Water Work from the Village, and from all other applicable government authorities. The Developer shall complete and install the Storm Water Work for each Project Phase prior to the Village's issuance of any verbal to occupy permissions or written occupancy permits for any Building in each Project Phase, and before the installation of the concrete pavement layer of any streets within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the streets in and adjacent to each Project Phase of the Development. The Developer shall take whatever precautions are necessary to ensure that retention/detention basins located in the Project are not silted in any way during any stage of the grading, construction or landscaping provided for in this Agreement. Downstream drainage improvements shall be maintained throughout the construction process in order to avoid drainage problems for the abutting neighbors. Erosion control silt fence surrounding or otherwise protecting the basin shall be constructed prior to any grading or construction work being conducted on the Property. The erosion control silt fence shall be maintained throughout construction and until the area disturbed is vegetatively stable. The Developer shall upon the Village's inspection, conduct cleaning and televising of the storm sewer mains and catch basins at the Developer's cost. Following the Village's acceptance of the Storm Water Work for each Project Phase, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. All Storm Water Work located on the Property and not located within public areas owned or to be dedicated to the Village shall be granted an easement for the benefit of the Village providing for inspection by the Village and the right for the Village to maintain and repair the Storm Water Work in the event not properly maintained by the property owner and to bill and assess the property owner for any such maintenance performed by the Village. Any Storm Water Work located within public areas owned or to be dedicated to the Village will comply with all requirements set forth in this section and all of the requirements for Public Infrastructure Improvements set forth in Section IV.P. hereof.

**H. Water System Public and Private Improvements.** The Developer shall, for each Project Phase at its sole cost and expense, design, locate, provide, construct, install, provide for the Village inspection of, and use all required water supply and distribution system improvements in the public streets for Public Infrastructure Improvements or otherwise in private driveway areas located on the Property from the existing Village water system lines north of the northern boundary line of the Property through the entire Property to the southern boundary line of the Property, to serve the entire Property and adjoining property in a workmanlike manner and in accordance with the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance, including the water lines and facilities set forth on **Exhibit C** attached hereto (the "Water Work"). The Developer shall complete and install the Water Work for each Project Phase prior to the Village's issuance of any verbal to occupy permissions or written occupancy permits for any Building in each Project Phase of the Development Project, and before the installation of the concrete pavement layer of any public streets or private driveway areas within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the public

streets or private driveway areas in and adjacent to the Development. The Developer shall upon the Village's inspection, conduct flushing, cleaning and water sampling of the water mains, at the Developer's cost. Following the Village's acceptance of the Water Work improvements for each Project Phase, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. The Developer shall secure, at its sole cost and expense, any necessary easements for the benefit of the Developer and/or the Village over adjoining properties for the Water Work or to connect to the Village's existing water system. The Developer shall install water services from the shut-off valve to the Buildings, such that no portion of the Property shall be served by a private water system. The Developer shall obtain all requisite permits and approvals for such water system from all other applicable government authorities. All water lines constructed by Developer constituting Public Infrastructure Improvements shall be located within roadways or easements which will be dedicated to the Village by the Developer, except where roadways already exist prior to the commencement of such Water Work. If Water Work constituting Public Infrastructure Improvements is located in an easement, and not a public roadway, then such easement shall include the access to such Water Work, and the Developer will construct a gravel path centered over the Water Work a minimum of fourteen (14) feet in width to allow the Village to access, repair, maintain and replace such Water Work. All Water Work located on the Property and not located within public areas owned or to be dedicated to the Village shall be granted an easement for the benefit of the Village providing for inspection by the Village and the right for the Village to maintain and repair the Water Work in the event not properly maintained by the property owner and to bill and assess the property owner for any such maintenance performed by the Village. All Water Work located within public areas owned or to be dedicated to the Village will comply with all requirements set forth in this section and all of the requirements for Public Infrastructure Improvements set forth in Section IV.P. hereof.

**I. Sanitary Sewerage System Public and Private Improvements.** The Developer shall in conjunction with each applicable Project Phase, at its sole cost and expense, design, locate, provide, construct, install, provide for the Village inspection of, and use all sanitary sewer lines, lift stations, temporary lift stations and other sanitary sewer facilities in the public streets for Public Infrastructure Improvements or otherwise in private driveway areas located on the Property from the existing sanitary sewer line near the northern boundary line of the Property through the entire Property to the southern boundary line of the Property, to serve applicable portions of the Property and adjoining property in a workmanlike manner and in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance, including the sanitary lines and facilities set forth on **Exhibit D** attached hereto (the "Sanitary Sewer Work"). The Developer shall complete and install the Sanitary Sewer Work in conjunction with each applicable Project Phase and prior to the Village's issuance of any verbal to occupy permissions or written occupancy permits for any Building in each applicable Project Phase of the Development Project, and before the installation of the concrete pavement layer of any streets within the Property, but only after completion by the Developer, and inspection and approval by the Village, of the sub-base of the streets in



and adjacent to the applicable Project Phase of the Development Project. The Developer shall upon the Village's inspection, conduct cleaning and televising of the sanitary sewer mains at the Developer's cost. Following the Village's acceptance of the Sanitary Sewer Work, the Developer shall promptly take such actions as are necessary to connect and otherwise render such improvements usable. The Developer shall install sanitary sewer service to the Buildings such that no portion of the Property shall be served by private septic or alternate means of treating sanitary sewer effluent. The Developer shall obtain all requisite permits and approvals for such Sanitary Sewer Work from the Village and all other applicable government authorities. All sanitary sewer lines constructed by Developer constituting Public Infrastructure Improvements shall be located within roadways or easements which will be dedicated to the Village by Developer, except where roadways already exist prior to the commencement of such Sanitary Sewer Work. If Sanitary Sewer Work constituting Public Infrastructure Improvements is located in an easement, and not a public roadway, then such easement shall include the access to such Sanitary Sewer Work, and the Developer will construct a gravel path centered over the Sanitary Sewer Work a minimum of fourteen (14) feet in width to allow the Village to access, repair, maintain and replace such Sanitary Sewer Work. All Sanitary Sewer Work located on the Property and not located within public areas owned or to be dedicated to the Village shall be granted an easement for the benefit of the Village providing for inspection by the Village and the right for the Village to maintain and repair the Sanitary Sewer Work in the event not properly maintained by the property owner and to bill and assess the property owner for any such maintenance performed by the Village. All Sanitary Sewer Work located within public areas owned or to be dedicated to the Village will comply with all requirements set forth in this section and all of the requirements for Public Infrastructure Improvements set forth in Section IV.P. hereof.

**J. Roadway Work.** The Developer acknowledges that its Development Project and its additional traffic flow will require the construction of modifications, additions and upgrades to the existing roadways, intersections and traffic signaling and signage surrounding the Property all to be executed with each applicable Project Phase. The Developer shall, at its sole cost and expense, construct all public and private roadways and roadway improvements to public and private roadways to serve the entire Property and adjoining property, including all public roadway improvements recommended or required relating to the Property pursuant to the letter dated June 20, 2017 from WISDOT or the traffic impact analysis dated March 13, 2017 by Short Elliott Hendrickson, Inc., the WISDOT letter and the executive summary of the traffic impact analysis attached hereto as **Exhibit F**, any subsequent traffic impact analysis required by the WISDOT and the roadways and roadway improvements set forth on **Exhibit E** attached hereto (the "Roadway Work"). The Developer shall obtain all requisite permits and approvals for such Roadway Work from the Village, the WISDOT, Kenosha County and other applicable government authorities. All of the Roadway Work located within public areas owned or to be dedicated to the Village, Kenosha County or the State of Wisconsin will comply with all requirements set forth in this Section and all of the requirements for Public Infrastructure Improvements as set forth in Section IV.P. hereof.

**K. Landscaping.** All of the grading, landscaping and planting described in this Subparagraph K. will hereinafter be collectively referred to as the “Landscaping.”

1. The Developer shall provide and plant one Public Street Tree from the Village’s list of approved species, which is at least two and one-half inches in diameter and at a minimum height of six (6) feet off the ground, for a minimum of each 50 feet of frontage of 116th Avenue and the Interstate 94 East Frontage Road, in accordance with the proposed landscaping plans, specifications, and estimates (hereinafter collectively referred to as the “Landscaping Plan”) to be submitted to the Village prior to commencing any Public Infrastructure Improvements, the CSM and future certified survey maps subdividing the Property and the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance. Public Street Trees shall be planted seven (7) to nine (9) feet behind the curb line in the Village’s rights-of-way. The street tree locations shall be staked by the Developer’s contractor and have their location inspected by the Village prior to planting. All Public Street Trees and other rights-of-way or easement plantings shall be maintained, watered, weeded or trimmed by the owner of the adjacent lot abutting the right-of-way. Any trees or plantings which may be damaged by accident, calamity or Act of God shall be promptly replaced within 60 days, weather permitting, by the adjacent Lot owner.

2. The private landscaping, berming and all other on-site land vegetation stabilization including sodding or seeding and downstream drainage improvements shall be completed by the Developer as each Project Phase develops. An as-planted letter on the landscaper’s letterhead shall be provided which verifies that all plantings were completed in accordance with the type, quality, size and arrangement of plantings shown on the Village approved Landscape Plan.

3. All disturbed areas shall be suitably prepared and seeded by appropriate measures by the Developer and in a workmanlike manner in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance, as soon as is physically practical after the disturbance of the ground surface and final grade is established. In the event that the initial seeding fails to produce a good cover of grass, the Developer shall promptly take such steps as are necessary such as hydro-seeding to produce a good cover of grass.

**L. Utilities.** The Developer, at the Developer's expense, shall contract with the appropriate utility companies to have the private utilities and related facilities designed, located, constructed, installed and provided as each Project Phase commences in the Development Project and which are proposed to serve the Development Project, including electrical power (including street lights), gas, telephone and cable TV lines, (if available), in a workmanlike manner and in accordance with the easements depicted on the CSM and subsequent certified survey maps prepared for subsequent Lots and the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and

Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance. All such improvements and facilities shall be installed underground. The Developer shall contract with the appropriate utility companies for the dedication of utility easements, coordination, construction and installation of all such utility improvements. Copies of any additional recorded utility easements and utility easement provisions shall be provided to the Village. The Developer shall be responsible for the restoration of all areas disturbed by the utility companies which are not otherwise restored. Said restoration shall occur within reasonable time and not to exceed 60 days.

**M. Public Street Lights.** The Developer shall work with We Energies and Night Aura to contract for the required Public Street Lights and related electrical distribution system for the Public Street Lights along 116th Avenue, the Interstate 94 East Frontage Road and at the entrances of the Lots in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition and Chapter 395, the Land Division and Development Control Ordinance and as may be required by Kenosha County and the WISDOT. The Public Street Lights shall be installed per the Village's light standard requirements and will be the light standard with a thirty (30) foot pole, colored dark bronze and 4000<sup>o</sup> K lumens as otherwise set forth on **Exhibit N** attached hereto and shall be based upon a We Energies light layout design. Said Public Street Lights shall be located in accordance with an approved street lighting plan to be prepared by the Developer and approved by the Village. The Developer, the Association and Lot owners shall be responsible for the ongoing financial obligation for the We Energies facilities energy and facility maintenance costs for the Public Street Lights in the Development Project. The Developer acknowledges that the Village will either expand an existing street lighting district or create a street lighting district regarding the maintenance, repair and electricity costs of the Public Street Lights whereby the Association or the Lot owners shall pay for the maintenance and repair and operation of the Public Street Lights.

**N. Public Street Signs.** The Developer shall work with their contractor and the Village public work's department to install the Public Street Signs in and adjacent to the Development Project in accordance with the provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition and Chapter 395, the Land Division and Development Control Ordinance at Developer's sole cost and expense. The Public Street Signs shall be located and installed in accordance with an approved public street signage plan. The Developer shall contract to have such Public Street Signs installed generally after the completion of the street's asphaltic pavement layer at the direction of the Village public work's director. (Note: the Village public work's department will be fabricating and installing the street name signage).

**O. Covenants, Easements, Development Standards and Restrictions.** The Developer shall burden the Property with and convey such covenants, easements, development standards and restrictions on, in or affecting the Property or as directed by the Village in connection with the Development Project, or otherwise, including, but not limited to, any temporary or permanent easements required to construct, maintain or use any roadways, stormwater management systems, sanitary sewer systems or water

mains or systems to be constructed within the Property, which covenants, easements, development standards and restrictions shall be recorded against and will run with the Property. Developer shall prepare and submit to the Village a proposed recordable Declaration providing such covenants, easements, development standards and restrictions for the Property and providing for the Association to provide for the maintenance of common areas of the Property not included within individual Lots and common amenities within Stateline 94 Corporate Park not maintained by Lot owners, in a form acceptable to the Village, within forty-five (45) days after the Effective Date of this Development Agreement for Village approval, and shall make changes as required for Village approval. Developer shall execute and record the approved Declaration against the Property within forty-five (45) days after approval by the Village.

**P. Requirements for Developer Work and Dedication.**

1. All of the Developer Work shall be performed by the Developer to such standards as are generally specified by the Village for such work as if performed on behalf of the Village, and as specifically required by the Village. The Developer Work shall at all times be subject to Village inspection and approval, and the Village shall not be required to accept conveyance of any Public Infrastructure Improvements to be dedicated to the Village unless the Public Infrastructure Improvements have been constructed in a good workmanlike manner, in accordance with the Village approved plans for the Public Infrastructure Improvements, and otherwise in a condition reasonably acceptable to the Village.

2. The Developer shall comply with all applicable public bidding requirements for the construction of the Public Infrastructure Improvements including those set forth in Section 66.0901 of the Wisconsin Statutes.

3. The Developer shall promptly and unconditionally dedicate, give, grant and convey to the Village the Public Infrastructure Improvements, upon installation and completion by the Developer, and inspection and approval by the Village, at no cost or expense to the Village, and all improvements shall be so dedicated free and clear of any liens or encumbrances. The Village shall preliminarily accept such dedications and easements only in accordance with the applicable provisions of Chapter 395 of the Village Land Division Ordinance and Chapter 405, Design Standards and Construction Specifications, 2018 Edition regarding acceptance of dedications of public improvements and subject to the warranty period as provided in subsection 5. below, and finally accept such dedications and easements upon the expiration of such warranty period. After accepting any such dedication, the Village, Kenosha County and State of Wisconsin shall have the right to maintain the accepted improvements, except as set forth below, and shall have the right to connect to or to integrate with such improvements other facilities or improvements with no payment or award to the Developer and without the Developer's consent:

(a) The Developer, the Lot owners and the Association shall maintain by watering, weeding, mulching, staking, trimming and by replacing any

diseased or dying Public Street Trees as set forth in Section IV.K.1. of this Development Agreement.

(b) The Developer, the Lot owners and the Association shall pay for all ongoing electric utility facility billing and monthly maintenance charges for the Public Street Lights as set forth in Section IV.M. of this Development Agreement.

4. The form of the documents by which the Developer makes the dedications of property and easements provided for by this Agreement shall be subject to the approval of the Village Attorney. The Developer shall provide to the Village, as a condition of the Village Board's approval of the Site Work and Grading plan, a commitment of title insurance to the Village, in the amount of the total estimated cost of the Public Infrastructure Improvements, issued by an insurer satisfactory to the Village in a form satisfactory to the Village Attorney. The Developer shall provide to the Village, in connection with the dedication of each set of Public Infrastructure Improvements, duly signed lien waivers from all contractors, subcontractors, and other persons who have provided any labor or materials with respect to such Public Infrastructure Improvements, specifically detailing the work done, the materials supplied, and the dollar amounts of such waivers. The Developer represents and warrants to the Village that there will be no liens or encumbrances on or affecting any of the land or interests in land required to be dedicated to the Village by this Agreement at any of the times specified above, other than as provided for in this Development Agreement or as approved in writing by the Village. All such representations and warranties shall survive this Agreement, the dedication by the Developer of any land or interest in land provided for by this Agreement and the acceptance of such dedications by the Village. The Developer represents and warrants to the Village that all of the Public Infrastructure Improvements will be free and clear of any liens or encumbrances resulting from any act or omission of the Developer, at the time of any dedication of such Public Infrastructure Improvements to the Village, at the time of the Village's acceptance of any such dedications, and at the time of the recording of any instruments reflecting such dedications. All such representations and warranties shall survive this Agreement, the dedication to the Village of any public improvements and the acceptance by the Village of such dedications. The Developer represents and warrants to the best of its knowledge to the Village, its agents and consultants, that as of the date of this Development Agreement there is no hazardous substance, pollution or contamination on or in the Property or the groundwater within or beneath the property to be dedicated. Such representation and warranty shall survive this Development Agreement, the dedication by the Developer of any land or interest in land provided for by this Agreement and the acceptance by the Village of any such dedication. The Developer, upon written demand from the Village, shall promptly indemnify the Village, its agents and consultants for and hold the Village, its agents and consultants harmless against any and all claims, liability, damages and the costs of any litigation resulting from or arising out of the presence of any such pollution or contamination as a result of activities caused by the Developer, its agents, employees representatives or contractors, including, without limitation, any actual attorneys' fees and expert witness fees.

5. The Developer shall provide to the Village from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Infrastructure Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the Village except such warranty shall be for a two (2) year period for Street Trees. The Developer shall also provide to the Village as-built construction records for the Developer Work in an electronic format acceptable to the Village. Developer shall assign all guaranties and warranties benefitting Developer in connection with the Public Infrastructure Improvements.

6. All Developer Work shall be performed by contractors and subcontractors who are licensed and qualified to do such work and, for all Public Infrastructure Improvements, are approved by the Village. The Developer shall require its contract for the construction of the Public Infrastructure Improvements to contain the provisions required by Section 779.14(1e) of the Wisconsin Statutes, require its prime contractor to secure a bond meeting the requirements of Section 779.14(1m) of the Wisconsin Statutes and provide certificates of insurance naming the Village as a named insured for the construction of all Public Infrastructure Improvements issued in the name of the Village. The Developer shall submit the form of construction contract to the Village, submit the form of bond to the Village for approval by the Village President and provide certificates of insurance to the Village prior to the commencement of such construction. The Developer shall be responsible for all staking, surveying and administrative services required in connection with the construction of the Public Infrastructure Improvements. The Developer agrees to pay for all inspection and construction related services provided by the Village in connection with the approval and acceptance of dedication of the Public Infrastructure Improvements. Without limiting the foregoing, the Developer shall at all times take all precautions necessary or advisable and at all times perform all work on or in the Property or in connection with the Development Project, in a manner that will safeguard and protect the water, sanitary sewer and other infrastructure that may be affected by the Development Project, and in compliance with the requirements of the Village's Construction Site Maintenance and Erosion Control Ordinance.

7. If required by Chapter 410 of the Village Ordinances, the Developer or Lot owners shall execute a Digital Security Imaging System (DSIS) Agreement and DSIS Access Agreement pursuant to Village ordinance regulations to assist in maintaining a safer environment for the Lot owners and tenants and for the protection of their personal property. The DSIS shall afford the opportunity for public safety departments to visually examine the Buildings, exterior parking areas and entrances and exits to the Lots and will provide emergency response personnel with a live visual assessment of an emergency situation in advance of arrival without placing an undue burden on the Village taxpayers as well as greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions.

8. The Developer shall notify the Village of the commencement date of all Developer Work, or Building construction on, in, or related to the Property, and keep the Village informed of the Developer's construction schedule.

9. For purposes of this Development Agreement, for Developer Work, the terms "completion" or "completed" shall mean the issuance by the Village of a final inspection approval for each Project Phase of such Developer Work, provided that the Developer and the Village have entered into an agreement concerning any uncompleted landscaping or other uncompleted work reasonably required by the Village for full completion of such Developer Work in accordance with the usual practice and procedures of the Village.

10. The Village shall perform all construction field inspection services relating to the required Public Infrastructure Improvements, as required, and the Developer shall pay to the Village Treasurer, within thirty (30) business days of receipt of an invoice, pursuant to the applicable provisions of Chapter 405, Design Standards and Construction Specifications, 2018 Edition; Chapter 395, the Land Division and Development Control Ordinance; and Chapter 181, the Construction Site Maintenance and Erosion Control Ordinance.

11. The Village shall have no obligation to connect, maintain or repair any public improvements referred to in this Development Agreement until after such time as the Village Board has adopted a Resolution specifically accepting the dedication of such improvements.

12. There will be no Village snowplowing efforts on the referenced public streets within the Development until the Public Infrastructure Improvements are completed and accepted by the Village. The Developer understands and agrees that all public sidewalks along 116th Avenue shall be installed, repaired as needed, maintained and shoveled/deiced by the Developer as required by Village Ordinances.

13. Village officials and their designees shall have the right to enter upon the Property at all reasonable times, without notice, to inspect the status, progress and quality of the work on the Public Infrastructure Improvements and any related materials, goods or equipment.

**Q. Letters of Credit and Payment and Performance Bonds.**

1. **Public Developer Work Letter of Credit or Public Developer Work Project Bond.** Prior to its commencement of each Project Phase including any Public Developer Work Project, Developer shall either (a) deliver to the Village an unconditional irrevocable standby letter of credit on original bank letterhead substantially in the form attached hereto as **Exhibit H**, but in form and content acceptable to the Village, issued by a financial institution acceptable to the Village, payable at sight upon presentment of the Village's draft in a face amount not less than the Public Developer Work Project Amount (each a "Public Developer Work Letter of Credit" and collectively the "Public Developer Work Letters of Credit"), or (b) deliver to the Village a subdivider's or developer's bond in the form attached hereto as **Exhibit I**, but in form and content acceptable to the Village, issued by a bonding company acceptable to the Village, in a face amount of not less than the Public Developer Work Project Amount (each a "Public Developer Work Project Bond" and collectively the

“Public Developer Work Project Bonds”) and a cash payment or Letter of Credit in the amount of fifteen percent (15%) of the Public Developer Work Project Amount for amounts not covered by the Public Developer Work Project Bond. In the event the Developer fails to fulfill its obligation to complete a Public Developer Work Project within eighteen (18) months after the commencement of a Public Developer Work Project, (i) in the event Developer provides a Public Developer Letter of Credit, the Village may draw under the Public Developer Work Letter of Credit to complete any unfinished Developer Work or (ii) in the event Developer provides a Public Developer Work Project Bond, the Village may make a claim under the Public Developer Work Project Bond.

2. **Letter of Credit Payment and Provisions.** The following provisions shall apply to the Public Developer Work Letters of Credit. Each Public Developer Work Letter of Credit shall be for a term of not less than one (1) year from and after the date of the issuance of the Public Developer Work Letter of Credit. The Village may draw under a Public Developer Work Letter of Credit in the event that Developer fails to provide a replacement Public Developer Work Letter of Credit as required below. The Village may draw upon a Public Developer Work Letter of Credit by providing a sight draft in the requested amount along with the affidavit referenced in the form attached hereto as **Exhibit H**. The Developer shall deliver to the Village no later than thirty (30) days prior to the expiration of a Public Developer Work Letter of Credit, a replacement Public Developer Work Letter of Credit in the same form as the applicable Public Developer Work Letter of Credit, which shall expire no less than one (1) year after the effective date of such replacement Public Developer Work Letter of Credit. Each replacement Public Developer Work Letter of Credit shall be replaced with a subsequent, identical replacement Public Developer Work Letter of Credit no later than thirty (30) days prior to the expiration of the then current Public Developer Work Letter of Credit, until the Developer Work Project has been Substantially Completed. The Developer shall have the right at any time and from time to time, with the prior written consent of the Village, which shall not be unreasonably withheld, to replace the Public Developer Work Letter of Credit with a substitute Public Developer Work Letter of Credit, provided that such substitute Public Developer Work Letter of Credit: (i) is issued by a financial institution having a credit rating equal to that of the issuer of the existing Public Developer Work Letter of Credit; (ii) is in an amount equal to the then outstanding balance of the existing Public Developer Work Letter of Credit; (iii) has a term not less than the remaining term of the existing Public Developer Work Letter of Credit; and (iv) is otherwise on the same terms as the existing Public Developer Work Letter of Credit. For purposes of this Development Agreement, all references to a "Public Developer Work Letter of Credit" shall be deemed to include any amended Public Developer Work Letter of Credit, amendment to a Public Developer Work Letter of Credit, substitute Public Developer Work Letter of Credit and/or any replacement Public Developer Work Letter of Credit.

R. **Recapture.** The Village may levy deferred special assessments upon adjoining property owners for a fifty percent (50%) recapture of the costs of certain portions of the Water Work as set forth on **Exhibit C** attached hereto. Any recaptured special assessments for Water Work paid to the Village will be contributed to the District



until the termination of the District and thereafter any deferred special assessments will be paid to the applicable Village utility.

**S. Developer Payments.** The Developer agrees to pay to the Village its share of the cost of the Offsite Improvements listed on **Exhibit G** attached hereto. The amount to be paid by the Developer shall be a percentage of the total cost of the Offsite Improvements calculated by the Village based on the benefit to the Property as a result of the Offsite Improvements using a formula similar to formulas used by the Village to allocate costs of improvements such as the Offsite Improvements to benefitted properties in other situations. The Village shall provide notice to Developer not less than ninety (90) days prior to the commencement of an Offsite Improvement requiring a Developer Payment. This amount shall be payable by Developer within thirty (30) days of receipt of an invoice or invoices from the Village which will be sent when payments by the Village are required under the construction contracts for the construction of the Offsite Improvements (the "Developer Payments"). Based on the information set forth on **Exhibit G**, the amount of the Developer Payments is presently estimated to be \$1,742,000 and will in no event exceed \$2,000,000.

## **SECTION V. MUNICIPAL REVENUE OBLIGATION**

In the event and to the extent the Village has confirmed any Developer Funded Project Costs and pursuant to the terms of this Agreement, the Village agrees to issue as of January 1 following the Initial MRO Submission Date (the "Issuance Date") a municipal revenue obligation bearing interest of seven percent (7%) per annum on the principal balance from time to time compounding annually (the "MRO") to the Developer in substantially the form attached hereto as **Exhibit J**. The principal amount of the MRO shall be the actual amount of Developer's expenditures to pay for Developer Funded Project Costs (determined pursuant to the procedure set forth below) minus amounts previously paid to Developer under the MRO, but in no event to exceed an amount equal to (i) Eighteen Million Two Hundred Fifty-six Thousand Eight Hundred Ninety-six and no/100 Dollars (\$18,256,896.00) plus (ii) the amount of the Developer Payments actually paid by Developer and minus (a) the amount of any Kenosha County Contribution to the 122nd Street (County Highway ML) Project and minus (b) the amount of any TEA Grant. On or before October 1, 2018 ("Initial MRO Submission Date") and on or before each consecutive October 1 through and including October 1, 2028 (each a "MRO Submission Date"), Developer shall provide the Village with a statement of the actual expenditures made by Developer of Developer Funded Project Costs and Developer Payments since the date this Development Agreement for the Initial MRO Submission Date, and for subsequent MRO submission Dates since the prior MRO Submission Date (provided that the Initial MRO Submission Date may, at the Developer's option, be on or before October 1, 2019, and in such case shall include all Developer Funded Project Costs incurred since the date of this Development Agreement) including all contracts, invoices, lien waivers and other documentation relating to such paid Developer Funded Project Costs that are reasonably necessary to document the cost and payment of the Developer Funded Project Costs ("Developer's Payment Statement"). Following submission of each Developer's Payment Statement, the Village shall have a review period (the "Review Period") to confirm the amount of

expenditures made by the Developer of Developer Funded Project Costs and Developer Payments. The "Review Period" shall consist of thirty (30) calendar days after receipt of the Developer's Payment Statement. Each year after the Review Period relating to the Developer's Payment Statement has expired, the Developer Funded Project Costs and Developer Payments paid by Developer as of that MRO Submission Date minus amounts previously paid to Developer under the MRO shall be determined by the Village and, as of January 1 following the MRO Submission Date, the principal amount of the MRO may be increased to the extent of any increase in the unpaid actual cost of the Developer Funded Project Costs and Developer Payments paid by Developer in the year preceding the MRO Submission Date, and interest shall accrue from that January 1 on the principal amount of the MRO. A final determination of the unpaid Developer Funded Project Costs paid by Developer shall be made as of October 1, 2028. Except as otherwise described herein, payments on the MRO will equal the amount of the MRO Available Project Increment in each year appropriated by the Village Board until the earlier of (i) the Final Payment Date or (ii) the MRO is paid in full. The Village shall, in the event and to the extent the Village has confirmed any Developer Funded Project Costs or Developer Payments, as provided above, and subject to annual appropriation of such payment by the Village Board, pay the MRO Available Project Increment due to the Developer in one annual payment applied first to interest and then to principal, on or before September 15 of each year commencing in the year in which the MRO is issued, and continuing to (and including) September 15, 2038 (each, a "Payment Date"). In addition, if the Village receives TEA Grant or County Contribution funds with respect to Developer Project Costs Reimbursed by TEA Grant or County Contribution, the Village shall apply the TEA Grant or County Contribution funds to payment of the MRO and reduce the outstanding principal amount of the MRO. In the event that Kenosha County constructs the roadway Developer Funded Project to 122nd Street (County Highway ML), rather than the Developer, the cost of such construction by Kenosha County shall reduce the outstanding principal balance of the MRO. To the extent that on any Payment Date the Village is unable to make all or part of a payment of principal due on the MRO from such MRO Available Project Increment due to an absence of adequate MRO Available Project Increment, such failure shall not constitute a default under the MRO. The amount of any such deficiency shall be deferred with interest. The deferred principal and interest shall be due on the next Payment Date on which the Village has MRO Available Project Increment. If the MRO has not been paid in full by the Final Payment Date (as hereinafter defined), then the Village shall have no obligation to make further payments on the MRO. The term of the MRO and the Village's obligation to make payments thereunder shall not extend beyond the earlier of (a) the date on which TID 7 terminates and (b) September 15, 2038 ("Final Payment Date"). The Village agrees not to terminate TID 7 in the event there is a principal balance under the MRO. Upon the Final Payment Date, the MRO shall terminate and the Village's obligation to make any payments under the MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date. The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the MRO Available Project Increment which has been appropriated for that purpose, and then

only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. Village staff will include the MRO Available Project Increment for payment of the MRO in the budget submitted to the Village Board for approval, until the earliest of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If MRO Available Project Increment is received by the Village earlier than the first Payment Date, such increment shall be retained by the Village and applied to the first payment, subject to annual appropriation of such payment by the Village Board. The Developer shall not have the right to assign the MRO without the prior written consent of the Village. Interests in the MRO may not be split, divided or apportioned. The Village may suspend its obligation to make any payments under the MRO as provided in Section IX.B.1 of this Development Agreement while the Developer is in default under this Development Agreement.

## SECTION VI. MISCELLANEOUS REQUIREMENTS

The Developer shall do each and all of the following at its cost and expense:

- A. Manner of Performance.** Cause all construction obligations of the Developer referred to in this Development Agreement to be carried out and performed in a good and workmanlike manner, consistent with construction standards in the Village;
- B. Survey Monuments.** Properly install metal stakes or pipes marking the corners of all lots that are being resurveyed and recreated pursuant to the terms of any plat of survey submitted to, and approved by, the Village;
- C. Utilities.** Install all electrical, telephone, cable, fiber optic and gas utilities underground in accordance with all ordinances of the Village. It shall be the responsibility of the Developer to contract to have installed and pay for all costs associated with private utilities required by the Village;
- D. Permits.** Provide and submit to the Village, valid copies of any and all governmental agency permits relating to the construction of the Development Project. No occupancy permits shall be issued for the occupancy of any Building or portion thereof on the Property until such time as final inspections are completed and passed by the building, fire and rescue, public works and zoning inspectors;
- E. Performance Standards.** Comply with the performance standards set forth in Section 420-38 and elsewhere in the Village Code of Ordinances;
- F. Debris.** Keep the Property free from litter and debris during all phases of grading and construction. The Developer shall remove and lawfully dispose of all tree trunks, limbs, brush and other rubbish and debris from the Development Project. Tree trunks and other organic matters shall not be backfilled on the Property. Offsite sediment deposition occurring as a result of a storm event shall be cleaned up by the end of the next work day following the occurrence. All other offsite sediment deposition

occurring as a result of construction activities shall be cleaned up at the end of the work day;

**G. Stop Work Orders.** The Developer shall comply with any stop work orders issued pursuant to applicable provisions of the Village Land Division and Development Control Ordinance or the Village Zoning Ordinance because the design, location, materials, workmanship or other performance are not in accordance with the provisions of this Development Agreement, a Site and Operational Plan, the Land Division and Development Control Ordinance, or the Erosion Control and Construction Site Maintenance Ordinance or any other Village Ordinances;

**H. Inspection.** The Village shall have the right at any time and from time to time to enter upon the Property to perform any testing and inspections deemed necessary or appropriate by the Village;

**I. Financial Information.** the Developer shall, from time to time upon reasonable request of the Village, provide such relevant financial information and statements of the Developer to the Village, and certify that such information and statements are true and correct in all respects; and

**J. Occupancy Certificates.** The Developer shall apply for and obtain certificates of occupancy for all Buildings on the Property prior to occupancy and comply with the terms of such certificates of occupancy.

## **SECTION VII. CONDITIONS OF ALL OBLIGATIONS OF THE VILLAGE UNDER THIS DEVELOPMENT AGREEMENT**

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

**A. Representations Correct.** All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true and correct;

**B. Covenants Performed.** All covenants and obligations of the Developer under this Development Agreement are and will be substantially performed, observed, satisfied and paid, when and as required herein;

**C. No Default.** No Event of Default has occurred.;

**D. Financing.** The Developer agrees to provide the Village with evidence of the availability of all necessary equity and/or debt financing to execute each individual Project Phase as each such Project Phase commences (as illustrated in **Exhibit G** and **Exhibit L**), so long as this Development Agreement continues in effect.

## SECTION VIII. INDEMNIFICATIONS

A. THE DEVELOPER WILL INDEMNIFY AND HOLD HARMLESS THE VILLAGE, ITS GOVERNING BODY MEMBERS, OFFICERS, AGENTS, INCLUDING THE INDEPENDNT CONTRACTORS, CONSULTANTS AND LEGAL COUNSEL, SERVANTS AND EMPLOYEES THEREOF (HEREINAFTER, FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY CLAIM, DEMAND, SUIT, LOSS OR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF OR RESULTING FROM ANY BREACH OF ANY WARRANTY, COVENANT OR AGREEMENT OF THE DEVELOPER OR ANY FAILURE OF DEVELOPER TO COMPLY WITH ANY STATUTE, LAW, ORDINANCE OR OTHER LEGAL REQUIREMENT UNDER THIS DEVELOPMENT AGREEMENT, OR THE DEVELOPMENT OF THE PROPERTY.

B. THE DEVELOPER WILL PROTECT AND DEFEND THE INDEMNIFIED PARTIES FROM ANY CLAIM, DEMAND, SUIT, ACTION OR OTHER PROCEEDINGS WHATSOEVER BY ANY PERSON OR ENTITY WHATSOEVER ARISING OR PURPORTEDLY ARISING FROM THE ACTION OR INACTION OF THE DEVELOPER (OR OTHER PERSONS ACTING ON ITS BEHALF OR UNDER ITS DIRECTION OR CONTROL) UNDER THIS DEVELOPMENT AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACQUISITION, CONSTRUCTION, INSTALLATION, OWNERSHIP AND OPERATION OF THE DEVELOPMENT PROJECT AND THE PROEPRTY.

C. THE PROVISIONS ABOVE (A AND B) SHALL APPLY NOTWITHSTANDING THE FACT THAT CLAIMS OF NEGLIGENCE AGAINST (OR SUITS, ACTIONS OR PROCEEDINGS ALLEGING NEGLIGENCE BY) THE INDEMNIFIED PARTIES ARE MADE OR DAMAGES OR LOSSES ARE FOUND BY A COURT OR ARBITRATOR TO HAVE BEEN CAUSED BY NEGLIGENCE OF THE INEDEMNIIFIED PARTIES.

D. HOWEVER, THE PROVISIONS ABOVE (A AND B) SHALL NOT APPLY IF WILLFUL ACTS OF THE INDEMNIFIED PARTIES ARE FOUND BY A COURT OR ARIBTRATOR TO HAVE CAUSED THE LOSS OR DAMANGES FROM WHICH THE INDEMNIFIED PARTIES ARE SEEKING TO BE INDEMNIFIED.

## SECTION IX. DEFAULT/REMEDIES

A. **Events of Default.** An event of default ("Event of Default") is any of the following:

1. A failure by the Developer: (i) to cause substantial completion of the Developer Funded Projects and/or Developer Work or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement; (ii) to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development

Agreement; or (iii) to pay any amount when and as due to the Village and after the notice and cure period provided in Section IX.C. below; or

2. The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or

3. The dissolution or liquidation of the Developer, or the commencement of any proceedings therefor.

**B. Village Remedies on Default.** Whenever an Event of Default occurs and is continuing, the Village may take any one or more of the following actions without waiving any rights or remedies available to it:

1. Immediately suspend its performance under this Development Agreement and under the MRO from the time any notice of an Event of Default is given until it receives assurances from the Developer that the Developer will cure its default and continue its due performance under this Development Agreement provided, however, that in the event that a certificate of occupancy has been issued by the Village for the last Building in a Project Phase, the Village will not suspend payments under the MRO relating to the reimbursement of Developer Funded Project Costs previously incurred by the Developer for any such Project Phase;

2. Commence legal or administrative action, in law or in equity, which is necessary to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Development Agreement;

3. Perform or have performed all necessary work, and have supplied all necessary equipment, goods, materials, or services, to complete all or any part of the Developer Work in satisfactory form, and

4. Draw under Developer Work Letters of Credit or Developer Work Project Bonds provided by the Developer pursuant to this Development Agreement.

**C. Notice of Event of Default.**

1. In the event that the Village believes the Developer has failed to perform its obligations under this Development Agreement, the Village shall notify the Developer in writing (the "Developer Default Notice") of the specific nature of the alleged failure. If the Village believes that an alleged failure of performance by the Developer poses an imminent threat to the public health or safety, the Developer Default Notice shall so state.

2. The delivery by the Village of a Developer Default Notice to the Developer shall not be a condition precedent to the issuance by the Village of a stop work order pursuant to the applicable provisions of the Village's Land Division and Development Control Ordinance, or to any legal action taken pursuant to this Development Agreement to enforce such ordinance or other applicable ordinance.

3. The Developer shall have thirty (30) days after receipt of a Developer Default Notice to cure an alleged monetary default and shall have thirty (30) days after receipt of a Developer Default Notice to cure any other alleged failure to perform under this Development Agreement; provided, however, that if the failure is reasonably incapable of cure within said thirty (30) day period, the Developer has commenced such cure within said thirty (30) day period, and is diligently pursuing such cure, then the time for such cure shall be extended for a reasonable additional period of time under the circumstances as reasonably determined by the Village to allow the Developer to complete its curative activity.

4. Whenever an alleged failure of performance under this Development Agreement is determined by the Village to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated.

5. Notwithstanding anything to the contrary in this Development Agreement, if the Village believes in good faith that the commencement of a legal action, the making of a draw upon a Developer Work Letter of Credit or Developer Work Project Bond, or the performance of its own work with respect to curing a perceived failure prior to the commencement or completion of the Developer's curative action is urgently required to protect the public health or safety, the Village may proceed to do so, giving such prior notice to the Developer and offering the Developer such opportunity to cure as is practical under the circumstances.

6. If the Developer fails to cure the default alleged in the Developer Default Notice within the time permitted pursuant to Section IX.C.3 above, an Event of Default shall have occurred with respect to the Developer.

**D. No Remedy Exclusive.** No remedy or right conferred upon or reserved to the Village in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**E. Developer Remedies.** In the event that Developer believes the Village has failed to perform its obligations under this Development Agreement, Developer shall notify the Village in writing of the specific nature of the alleged failure in writing (the "Village Default Notice"). In the event the Village has not cured such alleged failure to perform under this Development Agreement within thirty (30) days after the Village Default Notice, the Developer may proceed with any remedy available under the laws of the State of Wisconsin for the breach of a contract.

**F. No Implied Waiver.** In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter

waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**G. Agreement to Pay Attorneys' Fees and Expenses.** Whenever any Event of Default occurs under this Development Agreement and the aggrieved party incurs attorneys fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the party in default shall pay the reasonable attorneys fees, court costs and other such expenses incurred by the other party.

## **SECTION X. PERMITTED DELAYS**

Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused and a reasonable time thereafter acceptable to the Village to remobilize. However, in order for a party to be entitled to make a claim for any such delays, such party must give the other party written notice of the conditions or events giving rise to the delay and the number of days claimed to be due to such conditions or events within thirty (30) days from the date of the occurrence of the condition or event giving rise to the delay. The provisions of this Section shall not operate to excuse the Developer from the prompt payment of any and all monies the Developer is required to pay under this Development Agreement.

## **SECTION XI. FEES**

**A. Miscellaneous Fees.** The Developer shall pay to the Village Treasurer in cash or by check upon execution of this Development Agreement, all fees which have not already been paid by the Developer, if any, and the Developer shall pay to the Village Treasurer when they have become due and payable all other fees prescribed by the Village Land Division and Development Control Ordinance, Zoning Ordinance or other Village Ordinance which are or may become due and payable.

**B. Engineering, Public Works and Zoning Review Fees.** In addition to the Village's Consulting Engineer's Inspection services, the Developer shall reimburse the Village for all fees incurred by it for the Village Engineer's inspections, the Village Community Development Department or Public Works Department staff services, inspections, legal fees and any other expert or administrative services in connection with its inspections and approvals of the Developer Work and other items associated with the Development Project requiring the Village's review, inspection or approval. The



Village's invoice shall provide an itemization specifying the work done, by whom it was done and the charge for such work.

**C. Impact Fees.** The Village charges impact fees to developers, and subsequent landowners thereafter, of all new developments and their expansions. These impact fees compensate the Village for additional costs for public improvements resulting for services for the new development such as for police, fire and public works and parks related projects. Impact fees are due as a condition precedent to the issuance of a building permit and will be paid by the Developer at such time. As information to the Developer, the Village is contemplating that additional impact fees will be charged to developers and subsequent landowners in the future.

## **SECTION XII. ASSIGNMENT**

The Developer shall not transfer, sell or assign this Development Agreement or its obligations under this Development Agreement, without the prior written consent of the Village, which consent may be withheld, conditioned or delayed for any reason. Developer shall not transfer, sell, convey or assign the Property, or any portion thereof, until Developer has fully complied with all of its obligations under this Development Agreement, without the prior written consent of the Village, which consent shall not be unreasonably withheld; provided, however, that Developer (x) may sell a completed Building without the Village's consent, so long as (i) no Event of Default has occurred and is continuing hereunder, (ii) all of the approvals and permits have been obtained for such Building as provided in Section III hereof, (iii) the Building is in compliance with all applicable zoning and other applicable laws, ordinances, regulations and requirements as set forth in Section III hereof, and (iv) a certificate of occupancy has been issued for such Building and (y) may convey all or a portion of the Property to an entity controlled by Developer (a "Controlled Assignee") without the Village's consent so long as (i) no Event of Default has occurred or is continuing hereunder, (ii) the Controlled Assignee assumes the obligations of Developer hereunder by an assumption document acceptable to the Village and (iii) Developer will not be released and will remain liable for all of its obligations under this Agreement.

## **SECTION XIII. BINDING**

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

## **SECTION XIV. AMENDMENTS**

This Development Agreement may only be modified or amended by written agreement, duly authorized and signed by the Village and the Developer, their permitted successors or assigns.

## SECTION XV. ADDITIONAL PROVISIONS

**A. Conflicts of Interest.** No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such financial interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement which affects his or her personal financial interest or the financial interests of any corporation, partnership or association in which he or she has a direct or indirect financial interest. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement.

**B. Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

**C. No Implied Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

**D. Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

**E. Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.

**F. Notices.** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, or sent via a nationally-recognized overnight delivery service (such as Federal Express), to the parties' respective addresses as follows:

To the Village: Village of Pleasant Prairie, Wisconsin  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Nathan R. Thiel,  
Village Administrator

With a copy to: Village of Pleasant Prairie, Wisconsin  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Jean M. Werbie-Harris,  
Community Development Director

With a further  
copy to: Brian G. Lanser and  
Scott L. Langlois  
Quarles & Brady LLP  
411 East Wisconsin Avenue #2350  
Milwaukee, WI 53202

To the Developer: Riverview Group, LLC  
9500 Bryn Mawr, Suite 340  
Rosemont, IL 60018  
Attn: Mark B. Goode

And: Riverview Group, LLC  
9500 Bryn Mawr, Suite 340  
Rosemont, IL 60018  
Attn: Jeff Raduechel

With a copy to: Neil F. Guttormsen  
Guttormsen & Hartley, LLP  
600 52nd Street, Suite 200  
Kenosha, WI 53140

or to such other address as a party may designate for itself by notice given to the other parties from time to time in accordance with the provisions hereof.

Notice shall be deemed delivered (i) in the case of personal delivery, on the date when personally delivered; (ii) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery, or (iii) in the case of notice sent via a nationally-recognized overnight delivery service, on the day such delivery service attempts delivery at the notice address.

**G. Entire Agreement.** This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein.

**H. Governing Law.** This Development Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

**I. Further Assurances.** The Developer will at any time, and from time to time at the written request of the Village, sign and deliver such other documents and

instruments requested by the Village as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Development Agreement.

**J. Counterparts.** This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

**K. No Third Party Beneficiaries.** This Development Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and permitted assigns, which shall not include, for purposes of this subsection, any person who has not assumed all of the benefits and obligations of this Development Agreement in accordance with the terms of this Development Agreement.

**L. Applicability of Land Division and Development Control Ordinance and Zoning Ordinance.** The provisions of the Village Land Division and Development Control Ordinance, Zoning Ordinance and Design Standards and Construction Specifications Ordinance are applicable to the subject matter of this Development Agreement whether or not such provisions are referred to expressly herein. In the event of inconsistency between the provisions of said ordinances and the provisions of this Development Agreement, the provisions that are most stringent against the Developer or most favorable to the Village shall control.

**M. Amendment of Ordinances.** In the event that the Village Land Division and Development Control Ordinance, Zoning Ordinance or Design Standards and Construction Specifications Ordinance is amended or recreated after this Development Agreement is entered into, and before all of the obligations of the Developer under this Development Agreement have been satisfied, then any such amendment shall apply to this Development Agreement and Developer shall comply with any such amendment.

**N. Severability.** In the event that any part of this Development Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement, and the balance of this Development Agreement shall survive.

**O. No Threat to Public Health or Safety.** Notwithstanding any language in this Development Agreement to the contrary, the Developer shall not do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Development Agreement which poses a threat to the public health or safety.

**P. Good Faith and Fair Dealing.** The parties shall deal with one another fairly and in good faith. If this Development Agreement provides that an approving party may grant or withhold its approval or consent in its sole and absolute judgment or discretion, such approval or consent may be unreasonably withheld or conditioned and the approving party shall not be obligated to state the reasons for withholding its approval. If this Development Agreement does not expressly provide that an approving or consenting party may grant or withhold its approval in its sole and absolute judgment

or discretion, the approving party shall not unreasonably withhold, condition or delay its approval.

**Q. No Rule of Construction Against Drafter.** The language used in this Development Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of construction shall be applied against either party as the drafter of this Development Agreement.

**R. Incorporation of Recitals.** The Recital paragraphs set forth at the beginning of this Development Agreement are incorporated as part of this Development Agreement as though fully set forth herein.

**S. Recording.** The parties hereto agree that the Village may require the Developer to record this Development Agreement or a Memorandum of this Development Agreement on the record title to the Property or any portion thereof at the cost and expense of the Developer. The Developer shall, upon request of the Village, execute and deliver the Memorandum of Development Agreement substantially in the form attached hereto as **Exhibit K**, or other similar document, in connection with such recording.

**T. Covenant Running With the Land.** The covenants and agreements contained in this Development Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Developer and all successive owners of the Property, and any portion thereof, and their respective heirs, representatives, successors and assigns.

**U. Tax-Exempt Covenant.** Developer will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). This Tax-Exempt Covenant shall be in effect during the term of TID 5 or any successor tax increment district including the Property. This Tax-Exempt Covenant runs with the Property and binds all owners in title to the Property during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Developer and its successors and assigns shall, and shall cause Developer and its successors and assigns to, make a payment in lieu of taxes to the Village as required from time to time by the Village.

**V. Survival of Representations and Warranties.** All representations and warranties made by the Developer in this Development Agreement shall survive for a period of one (1) year after substantial completion of the last Building constructed on the Property by the Developer; provided, however, that Developer agrees to assign to the Village its rights under its design contracts for any Public Developer Work Project prior to the expiration of such representations and warranties.

**[SIGNATURES CONTINUED ON NEXT PAGES]**

**DATED** as of the day, month and year first above written.

**THE DEVELOPER:**

**RIVERVIEW GROUP, LLC**

an Illinois limited liability company

**BY: CV-Riverview LLC,**

an Illinois limited liability company,  
its Manager

**BY: VENTURE ONE PROPERTIES 2, LLC,**

an Illinois limited liability company,  
its Manager

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

Mark B. Goode  
its Manager

STATE OF WISCONSIN )

)

ss.

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named Mark B. Goode, the Manager of Venture One Properties 2, LLC, an Illinois limited liability company ("V1"), V1 being the Manager of CV-Riverview, LLC, an Illinois limited liability company ("CVR"), and CVR being a Manager of Riverview Group, LLC an Illinois limited liability company, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the three (3) aforesaid limited liability companies.

\_\_\_\_\_  
Notary Public,

\_\_\_\_\_ County, \_\_\_\_\_

Commission: \_\_\_\_\_

**VILLAGE:**

**VILLAGE OF PLEASANT PRAIRIE,**  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: John P. Steinbrink  
Title: Village President

By: \_\_\_\_\_  
Name: Jane C. Snell  
Title: Village Clerk

STATE OF WISCONSIN    )  
  )  
COUNTY OF KENOSHA    )            ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

\_\_\_\_\_  
Jean M. Werbie-Harris, Notary Public,  
Kenosha County, Wisconsin  
My Commission Expires \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

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

COMMENCING AT THE CORNER COMMON TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 85.06 FEET AND TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF SAID SECTION 30, 1138.94 FEET AND TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 3 DEGREES 04 MINUTES WEST ALONG AND UPON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS THE SAME WAS PREVIOUSLY DEFINED IN OLDER SURVEYS), 2636.8 FEET AND TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS ESTABLISHED IN A 1950 SURVEY BY FORMER COUNTY SURVEYOR, H.S. SOUTHMAYD); THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ALONG AND UPON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 1331.1 FEET AND TO THE CENTER OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 59 MINUTES EAST ALONG AND UPON THE NORTH AND SOUTH 1/4 LINE THROUGH SAID SECTION 30, 880.0 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS EAST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 2650.0 FEET AND TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 24 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 441.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1322.75 FEET AND TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 43 MINUTES 30 SECONDS EAST ALONG AND UPON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1323.0 FEET AND TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 3 DEGREES 08 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1340.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1314.5 FEET AND TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 1805.13 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, 591.0 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 659.92 FEET AND TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY "94"; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 285.56 FEET AND TO A JOG IN SAID LINE; THENCE SOUTH 87 DEGREES 54 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 20.00 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 446.0 FEET AND TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART CONVEYED BY WARRANTY DEED DATED APRIL 7, 1988 AND RECORDED APRIL 8, 1988 IN VOLUME "1307" RECORDS, PAGE 97, DOCUMENT NUMBER 798506, AND THAT PART DESCRIBED IN AWARD OF DAMAGES DATED



NOVEMBER 8, 2001 AND RECORDED ON DECEMBER 18, 2001 AS DOCUMENT NO. 1246280, LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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

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

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

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

# EXHIBIT B

## MASTER PLAN



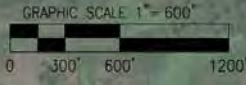
<p>Client: <b>CLAYCO</b></p> <p>Project: <b>STATELINE 94 CORPORATE PARK</b></p> <p>Phase: <b>SK-1</b></p>	<p>Project: <b>STATELINE 94 CORPORATE PARK</b></p> <p>Pleasant Prairie, Wisconsin</p>	<p>Client: <b>CLAYCO</b></p> <p>Client Name: <b>CLAYCO - VENTURE ONE DEVELOPMENT SERVICES, LLC</b></p> <p>Client Address: <b>12277 W. 122ND STREET, PLEASANT PRAIRIE, WI 53157</b></p>	<p>Consultant Name: <b>FORUM</b></p> <p>Consultant Address: <b>33 E. WACKER DRIVE, CHICAGO, ILLINOIS 60601, PH 312.488.0747, FX 312.426.1892</b></p>	<p>Client: <b>CLAYCO</b></p> <p>Client Name: <b>CLAYCO - VENTURE ONE</b></p> <p>Client Address: <b>33 E. WACKER DRIVE, CHICAGO, ILLINOIS 60601, PH 312.488.0747, FX 312.426.1892</b></p>
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**EXHIBIT C**

**WATER WORK**

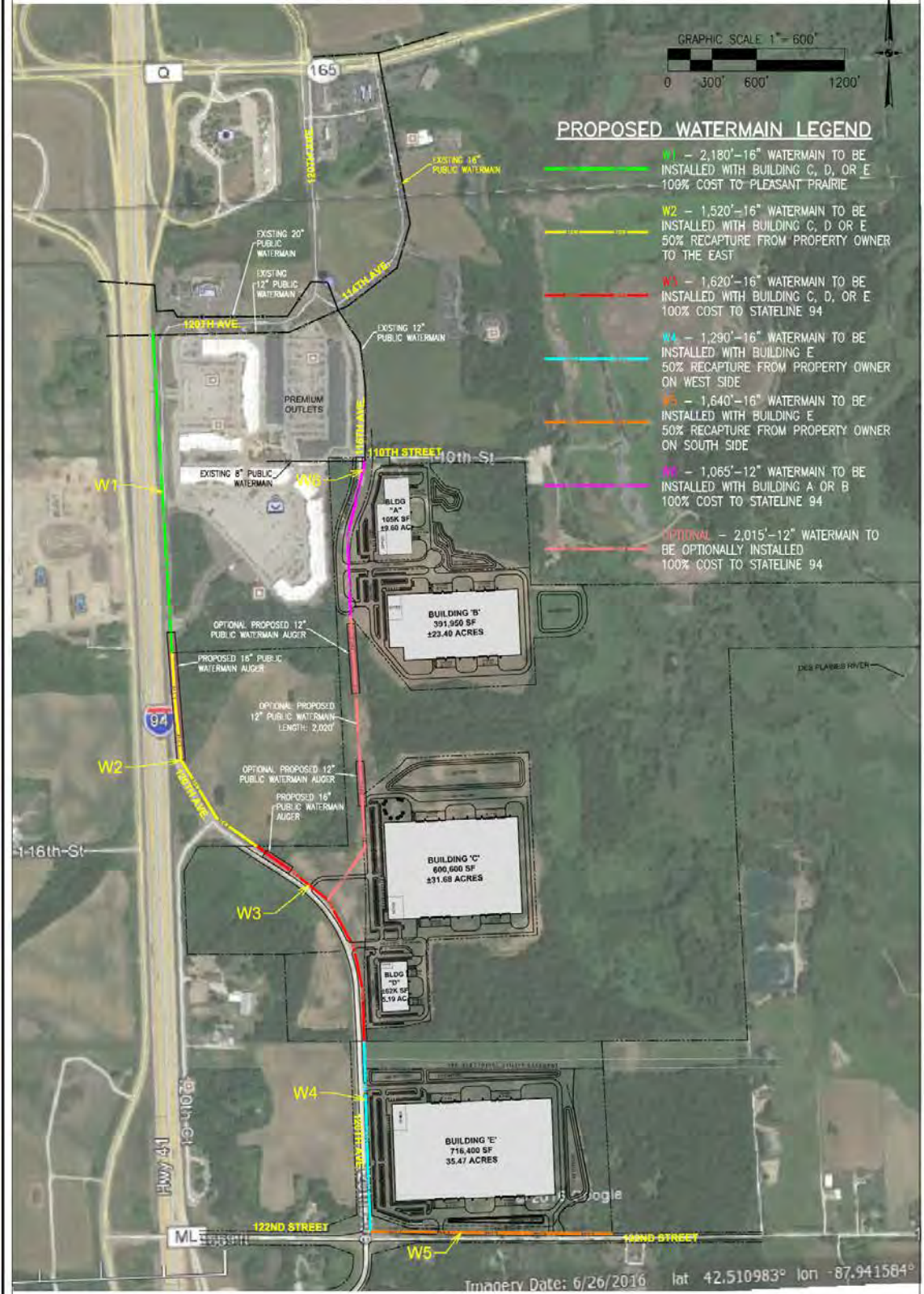
[See attached]

# WATERMAIN EXTENSION



## PROPOSED WATERMAIN LEGEND

- **W1** - 2,180'-16" WATERMAIN TO BE INSTALLED WITH BUILDING C, D, OR E 100% COST TO PLEASANT PRAIRIE
- **W2** - 1,520'-16" WATERMAIN TO BE INSTALLED WITH BUILDING C, D OR E 50% RECAPTURE FROM PROPERTY OWNER TO THE EAST
- **W3** - 1,620'-16" WATERMAIN TO BE INSTALLED WITH BUILDING C, D, OR E 100% COST TO STATELINE 94
- **W4** - 1,290'-16" WATERMAIN TO BE INSTALLED WITH BUILDING E 50% RECAPTURE FROM PROPERTY OWNER ON WEST SIDE
- **W5** - 1,640'-16" WATERMAIN TO BE INSTALLED WITH BUILDING E 50% RECAPTURE FROM PROPERTY OWNER ON SOUTH SIDE
- **W6** - 1,065'-12" WATERMAIN TO BE INSTALLED WITH BUILDING A OR B 100% COST TO STATELINE 94
- **OPTIONAL** - 2,015'-12" WATERMAIN TO BE OPTIONALLY INSTALLED 100% COST TO STATELINE 94



Imagery Date: 6/26/2016 lat 42.510983° lon -87.941584°

**JACOB & HEFNER ASSOCIATES**  
 1333 Butler Rd, Suite 300, Decatur, GA 30030  
 PHONE: (404) 672-4666, FAX: (404) 672-4667  
 www.jacobandhefner.com

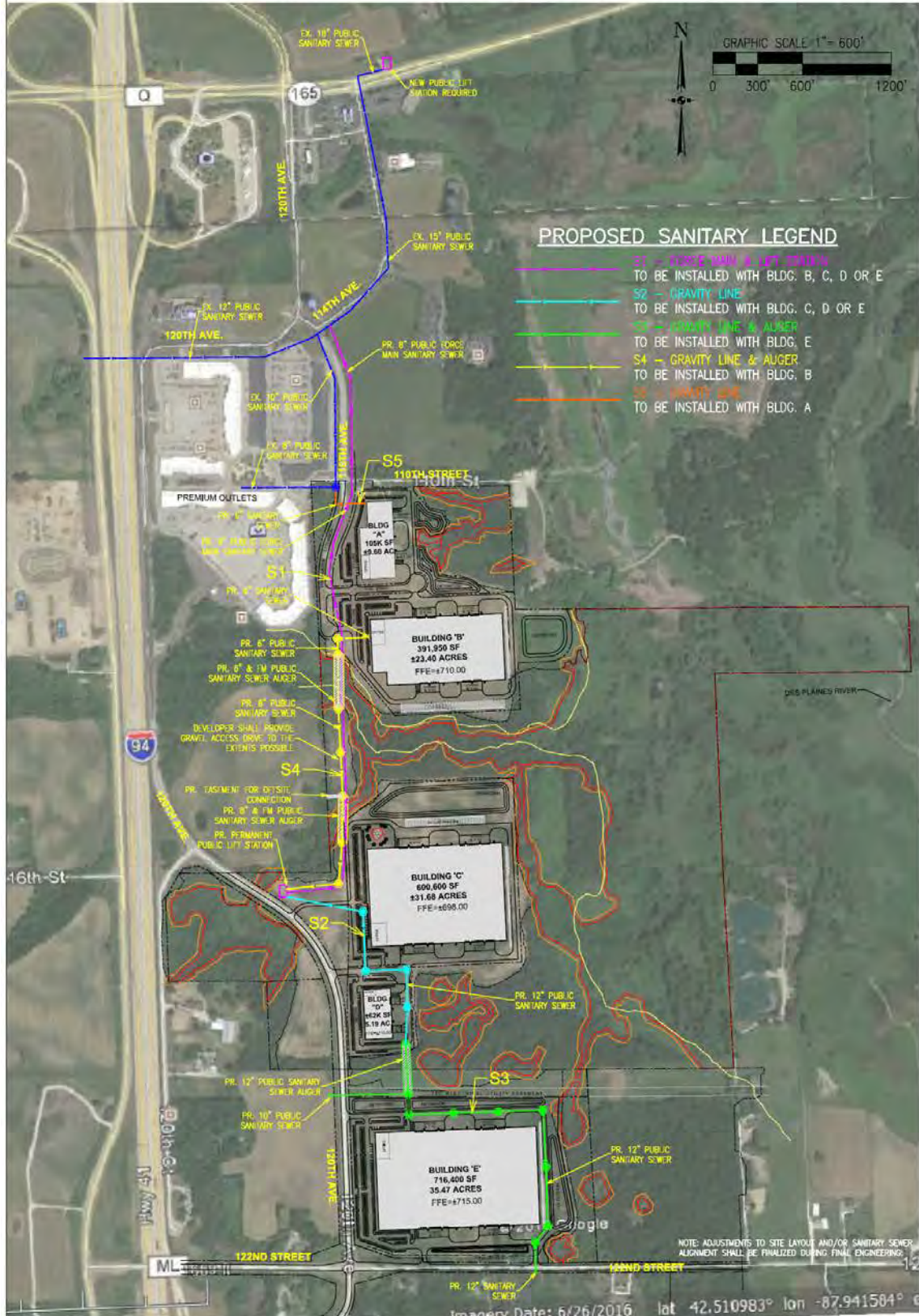
PROJECT NAME:	WATERMAIN EXTENSION		
CLIENT NAME:	CLAYCO/VENTURE ONE		
LOCATION:	PLEASANT PRAIRIE, WI		
DATE PREPARED:	7/12/2018		
SHEET:	EX 3	JOB NO.:	E976e

**EXHIBIT D**

**SANITARY SEWER WORK**

[See attached]

# SANITARY SEWER EXTENSION



- PROPOSED SANITARY LEGEND**
- S1 - LIFT STATION  
TO BE INSTALLED WITH BLDG. B, C, D OR E
  - S2 - GRAVITY LINE  
TO BE INSTALLED WITH BLDG. C, D OR E
  - S3 - GRAVITY LINE & AUGER  
TO BE INSTALLED WITH BLDG. E
  - S4 - GRAVITY LINE & AUGER  
TO BE INSTALLED WITH BLDG. B
  - S5 - GRAVITY LINE  
TO BE INSTALLED WITH BLDG. A

NOTE: ADJUSTMENTS TO SITE LAYOUT AND/OR SANITARY SEWER ALIGNMENT SHALL BE FINALIZED DURING FINAL ENGINEERING.

Imagery Date: 6/26/2016 lat 42.510983° lon -87.941584°

**JACOB & HEFNER ASSOCIATES**  
 1333 Butler Rd., Suite 300, Downers Grove, IL 60515  
 PHONE: (630) 852-0000, FAX: (630) 852-0001  
 www.jacobandhefner.com

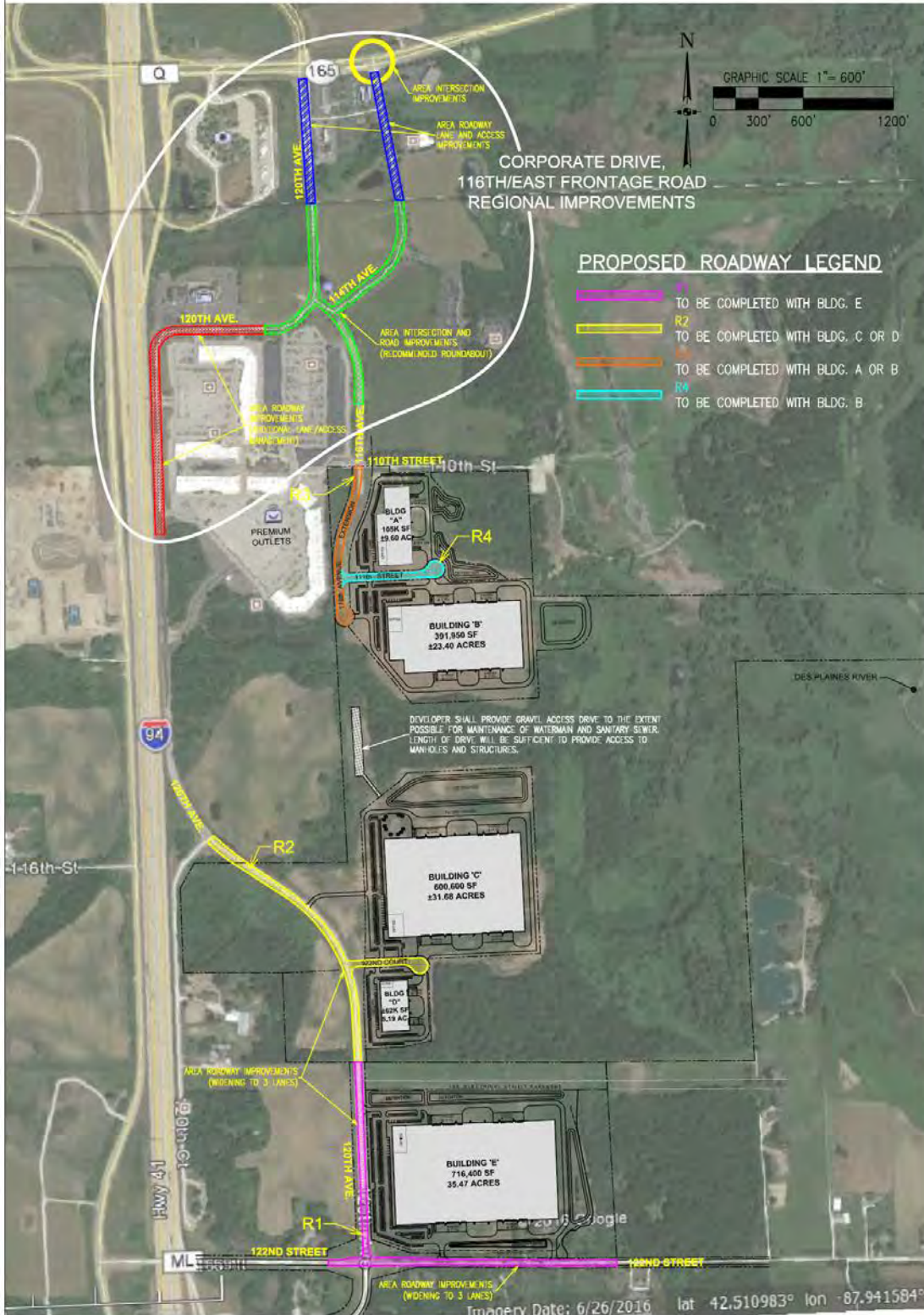
PROJECT NAME:	SANITARY SEWER EXT.
CLIENT NAME:	CLAYCO/VENTURE ONE
LOCATION:	PLEASANT PRAIRIE, WI
DATE PREPARED:	7/10/2018
SHEET:	EX 2 JOB NO.: E979c

**EXHIBIT E**

**ROADWAY WORK**

[See attached]

# ROADWAY IMPROVEMENTS



## PROPOSED ROADWAY LEGEND

- R1 TO BE COMPLETED WITH BLDG. E
- R2 TO BE COMPLETED WITH BLDG. C OR D
- R3 TO BE COMPLETED WITH BLDG. A OR B
- R4 TO BE COMPLETED WITH BLDG. B

**JACOB & HEFNER ASSOCIATES**  
 1335 Butterfield Rd, Suite 200, Downers Grove, IL 60515  
 PHONE: 630.574.8800, FAX: 630.574.8801  
 www.jacobandhefner.com

PROJECT NAME:	ROADWAY IMPROVEMENTS		
CLIENT NAME:	CLAYCO/VENTURE ONE		
LOCATION:	PLEASANT PRAIRIE, WI		
DATE PREPARED:	7/12/2018		
SHEET:	EX 1	JOB NO.:	E978c



**EXHIBIT F**

**WISCONSIN DEPARTMENT OF TRANSPORTATION LETTER AND  
EXECUTIVE SUMMARY OF TRAFFIC IMPACT ANALYSIS**

[See attached]



Division of Transportation System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Scott Walker, Governor  
Dave Ross, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662

E-Mail: [waukesha.dtd@dot.wi.gov](mailto:waukesha.dtd@dot.wi.gov)

June 20, 2017

JEAN WERBIE-HARRIS  
VILLAGE OF PLEASANT PRAIRIE  
9915 39TH AVENUE  
PLEASANT PRAIRIE WI 53158-6501

Subject: Log #150107, Log #170315 – Development Submittal  
Lakeview Corporate Park, Stateline 94 (Riverview) Corporate Park  
WIS 165, I-94 East Frontage Road  
Kenosha County

Dear Ms. Werbie-Harris:

The traffic impact analysis (TIA) performed by Traffic Analysis and Design, Inc. (TADI) covering the overall Lakeview Corporate Park development area and the TIA performed by Short Elliott Hendrickson, Inc. (SEH) covering the Stateline 94 (Riverview) Corporate Park have allowed the Department to understand the impacts of the subject development areas and identify the necessary improvements. The attached lists the improvements that are to be constructed as a result of developments in this area.

The projects can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-5626. Please direct any questions regarding the Trans 233 process to Patricia Reikowski, Land Division Coordinator, at (262) 548-6704. Kevin Koehnke at (262) 548-5891 will coordinate any permit issuance for this project. Please reference the log numbers (Lakeview Corporate Park #150107, Stateline 94/Riverview Corporate Park #170315) when forwarding all correspondence.

Sincerely,

*Allison Blackwood*

Allison Blackwood, P.E.  
Traffic Operations Engineer

Attachments

Cc: Tony Barth / Robert Elkin / Don Berghammer, DOT  
Dave Brantner / Cindy Vande Leest / Dan Dedrick, DOT  
Kevin Koehnke / Patricia Reikowski / Susan Voight, DOT  
Mark Wilfert / Frank Pritzlaff / Chris Squires, DOT  
Clement Abongwa, Kenosha County  
Michael May, TADI  
Josh Woller, SEH

**Project:** Log #150107 Lakeview Corporate Park, Log #170315 Stateline 94 (Riverview)  
Corporate Park  
WIS 165, I-94 East Frontage Road, Kenosha County

**Review Unit:** Traffic Operations

**Reviewer:** Allison Blackwood/Art Baumann/Pat Hawley/Laura Zavadil/Dan Ashenfelter – SE  
Region

**Date:** June 20, 2017

## **Improvement Measures**

### **General Notes**

#### ***Design***

- 1) Contact the WisDOT permit coordinator (Kevin Koehnke at 262-548-5891) prior to plan submittal to identify the plans that are required and obtain any supplemental design guidelines. Incomplete submittals will be returned without review.
- 2) The design for the improvements at all WisDOT intersections shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate the appropriate design and check vehicles per the FDM. All lanes are to be a minimum of 12 feet in width, unless otherwise specified (final width to be determined during design). All left-turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. The signing plan (separate plan sheets from other roadway improvement plan sheets) shall include sign details and signs that require moving. WIS 165 is an over-size, over-weight (OSOW) route west of WIS 31. WIS 31 is an OSOW route in the development area. This must be taken into account when designing the permit plans.
- 3) For questions regarding signing or pavement marking, please contact Tom Heydel at tom.heydel@dot.wi.gov or (262) 548-6763.
- 4) For questions regarding work zone traffic control plans please contact Rebecca Klein (rebecca.klein@dot.wi.gov) or the permit coordinator.
- 5) Pedestrian/Bicycle accommodations and ADA requirements shall be addressed where appropriate. Please contact Chris Squires, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 521-4417 or christopher.squires@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.
- 6) There is a WisDOT expansion project (ID# 3738-02-73) and a WisDOT resurfacing project (ID# 3738-06-60) along WIS 165 in the study area. Please contact Mark Wilfert at (262) 548-5936 for additional information. The Visitor Center Project (ID# 3738-08-70) is planned near the WIS 165 interchange with IH-41/94 in the study area. Please contact Frank Pritzlaff at (262) 548-5683 for additional information.

#### ***Right of Way***

- 1) A party other than the WisDOT shall acquire any required right-of-way for the improvements.

#### ***Utilities***

- 1) Utility coordination may be the responsibility of the municipality/developer consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

### **Access**

- 1) Only a portion of the planned access to state roadways was analyzed as part of this study. This document does not constitute approval of granting access not analyzed to current or future state roadways for these developments
- 2) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

### **Traffic Signals**

- 1) The WisDOT Traffic Operations team reserves the right of first refusal to design the traffic signal plans for the WIS 165 intersections with Corporate Drive and Terwall Terrace, the East Frontage Road intersection with Corporate Drive (if applicable) and the WIS 31 intersection with Jelly Belly Lane. Please contact Dan Dedrick at (262) 548-5894 to discuss who will be responsible for designing the traffic signals. Traffic signal plans prepared by a consulting firm shall be submitted to Cindy Vande Leest for final approval by a WisDOT signal engineer. Upon receiving final approval, the consultant shall submit an original signed and sealed hard copy to Dave Brantner at (262) 548-8736. **Traffic signal plans submitted for permit without a WisDOT signal engineer signature approval will be returned.** Final electronic (AutoCAD) traffic signal plan files shall be submitted to Cindy Vande Leest prior to issuance of permit.
- 2) The design consultant retained by the developer/municipality shall contact Dan Dedrick to schedule a scoping meeting prior to the signal design/update.
- 3) An engineering services agreement shall be required for the traffic signals work by WisDOT. This agreement will cover WisDOT signal design work and plan preparation (if any), the cost of any State furnished signal control equipment (above ground) and WisDOT staff time for site visits, coordination, review, and field inspection. **Requests for the engineering services agreement shall be made to Dan Dedrick a minimum of 15 days prior to the scoping meeting. The engineering services agreement shall be signed and submitted to Dan Dedrick prior to the submission of the electronic intersection geometric plans. A signed Engineering Services Agreement shall be in place prior to WisDOT performing any engineering services.**
- 4) Traffic signal plans shall be prepared in accordance with MUTCD, FDM and TSDM (Traffic Signal Design Manual) standards for all signalized intersections (current or proposed) whose design and/or operational improvements will conflict with the location of existing traffic signal system infrastructure (including, but not limited to: conduit, pull boxes, cabinets, signal poles, hardware, and loop detectors), require readjustments to the current timing or phasing plans, or require the installation of additional or new signal infrastructure or hardware. **Plans shall be submitted in the proper format per FDM standards requirements to WisDOT or the consultant firm preparing the traffic signal plans. Current template and block libraries can be found at <http://www.dot.wisconsin.gov/business/engrserv/roadway-design-civil3d.htm>. Plans submitted shall be in the county coordinate system.** If further verification of signal infrastructure or timing impacts based on recommended improvements is needed, questions or concerns should be directed to the WisDOT Signal Operations team (Dave Brantner) prior to permit issuance.

- 5) **If traffic signal loops are to be placed on private property as part of the signal installation, a maintenance easement to the benefit of WisDOT shall be obtained from the private property owner.** The easement shall allow the WisDOT to enter the property at its discretion to maintain the loops. The easement shall encompass an area equal to the width of the driveway and extend from the road right-of-way to 20 feet past the furthest loop detector.

### **Phase 1 Background Improvements**

*The following improvements are the responsibility of the government entity identified and should be implemented before development occurs. The improvements that are the responsibility of the Wisconsin Department of Transportation will be implemented via the department's program projects.*

#### **WIS 165 & Visitor Center Access – WisDOT Responsibility**

- 1) The south approach will be restricted to one way southbound only.
- 2) No additional improvements are required at this location.

#### **WIS 165 & East Frontage Road – WisDOT Responsibility**

- 1) The south approach will have three northbound lanes (two exclusive left-turn lanes and one shared through/right-turn lane). The outside northbound left-turn lane shall have a minimum storage of 250 feet and proper taper. The inside northbound left-turn lane and northbound shared through/right-turn lane shall remain continuous to 105th Street.
- 2) The west approach shall have four eastbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The eastbound left-turn lane shall maintain 90 feet of storage with proper taper. The eastbound right-turn lane shall continue to provide 75 feet of storage with proper taper.
- 3) WisDOT will install signs for eastbound traffic on WIS 165 indicating that the development immediately south of WIS 165 should be accessed via Corporate Drive.
- 4) No additional improvements are required at this location.

#### **East Frontage Road & 105<sup>th</sup> Street – WisDOT Responsibility**

- 1) The median opening will be restricted to allow right-in/right-out movements to and from the east only.
- 2) The north approach will have two southbound lanes (two exclusive through lanes).
- 3) The east approach will have one westbound lane (exclusive right-turn lane).
- 4) No additional improvements are required at this location.

#### **East Frontage Road & Visitor Center Access – WisDOT Responsibility**

- 1) The west approach will be restricted to one way eastbound only.
- 2) The west approach will have two eastbound lanes (exclusive left-turn lane and exclusive right-turn lane). The eastbound left-turn lane is to be continuous from the rest area driveway. The eastbound right-turn lane will have a minimum storage of 150 feet with proper taper.
- 3) Stop control will be installed on the west approach.
- 4) No additional improvements are required at this location.

#### **WIS 165 & County H – WisDOT & Village of Pleasant Prairie responsibility**

*Per the January 2017 Memorandum of Understanding (MOU) WisDOT will design and build the following improvements at the expense of the Village of Pleasant Prairie.*

- 1) The north approach shall have four southbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage of 250 feet with proper taper. The southbound right-turn lane shall maintain 100 feet of storage with proper taper.
- 2) No additional improvements are required at this location.

#### **East Frontage Road & 116<sup>th</sup> Avenue – Village responsibility**

- 1) The east approach shall be restriped to convert the inside lane into a left-turn lane with 75 feet of storage and proper taper. The outside lane shall remain a continuous right-turn lane.
- 2) No additional improvements are required at this location.

**Corporate Drive & 105<sup>th</sup> Street – Village responsibility**

- 1) The north approach should have two southbound lanes (exclusive through lane and exclusive right-turn lane). The southbound right-turn lane should have a minimum storage of 100 feet with proper taper.
- 2) No additional improvements are required at this location.

**WIS 165 & WIS 31– WisDOT responsibility**

- 1) The north approach shall have four southbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage of 350 feet with proper taper. The southbound right-turn lane shall remain a lane drop.
- 2) The south approach shall have four northbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 225 feet with proper taper. The northbound right-turn lane shall maintain 140 of storage with proper taper.
- 3) The east approach shall have three westbound lanes (exclusive left-turn lane, exclusive through lane, and shared through/right-turn lane). The westbound left-turn lane shall maintain 175 feet of storage with proper taper. The westbound shared through/right-turn lane shall have a minimum storage of 275 feet with proper taper.
- 4) The median opening approximately 415 feet north of WIS 165 shall be closed.
- 5) No additional improvements are required at this location.

**WIS 31 & 95<sup>th</sup> Street – Village responsibility**

- 1) The east approach shall be restriped to have two westbound lanes (exclusive left-turn lane and shared through/right-turn lane). The inside lane shall be converted into a continuous westbound left turn lane.
- 2) No additional improvements are required at this location.

**County H & Bain Station Road – Kenosha County/Village responsibility**

*This intersection is under the jurisdiction of Kenosha County. It is recommended that the improvements below be implemented.*

**Two-Way Stop Control Alternative**

- 1) The north approach should have two southbound lanes (exclusive left-turn lane and shared through/right-turn lane). The southbound left-turn lane should have a minimum storage of 350 feet with proper taper.
- 2) The south approach should have two northbound lanes (exclusive left-turn lane and shared through/right-turn lane). The northbound left-turn lane should have a minimum storage of 350 feet with proper taper.
- 3) Construct a raised median on the north and south approaches
- 4) No additional improvements are required at this location.

**Roundabout Alternative**

*It is recommended that the roundabout be set up to be easily converted to the Year 2035 recommended improvements.*

- 1) Construct a single-lane roundabout.
- 2) The north approach should have one southbound lane (shared left-turn/through/right-turn lane).
- 3) The south approach should have one northbound lane (shared left-turn/through/right-turn lane).
- 4) The east approach should have one westbound lane (shared left-turn/through/right-turn lane).
- 5) The west approach should have one eastbound lane (shared left-turn/through/right-turn lane).

### **Phase 1 Build Improvements**

*The following improvements shall be designed, constructed and paid for by the Village of Pleasant Prairie/Developer prior to the development opening. The improvements listed include those that are the responsibility of the WisPark, LLC development outlined in the improvements letter dated March 31<sup>st</sup>, 2015.*

#### **WIS 165 & IH-41/94 Northbound Ramps**

- 1) The south approach shall have four northbound lanes (exclusive left-turn lane, shared left-turn/through lane, and dual exclusive right-turn lanes). The northbound left-turn lane shall maintain 300 feet of storage with proper taper. The northbound dual right-turn lanes shall each have a minimum storage of 350 feet with proper taper.
- 2) No additional improvements are required at this location.

#### **WIS 165 & East Frontage Road**

- 1) The south approach shall have three northbound lanes (dual exclusive left-turn lanes and shared through/right-turn lane). The outside northbound left-turn lane shall have a minimum storage of 375 feet with proper taper. The inside northbound left-turn lane and the shared through/right-turn lane shall remain continuous to 105<sup>th</sup> Street.
- 2) The west approach shall have four eastbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The eastbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 3) The east approach shall have four westbound lanes (exclusive left-turn lane, two exclusive through lanes, and shared through/right-turn lane). The westbound left-turn lane shall have a minimum storage of 200 feet with proper taper. The shared through/right-turn lane shall have a minimum storage of 350 feet with a 320-foot taper.

#### **WIS 165 & Corporate Drive**

- 1) The east approach shall have three westbound lanes (exclusive left-turn lane and two exclusive through lanes). The westbound left-turn lane shall have a minimum storage of 250 feet with proper taper.
- 2) The south approach shall have two northbound lanes (exclusive left-turn lane and exclusive right-turn lane). The northbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 3) The existing raised median on the east and west approaches should be widened approximately 30 feet to allow for two-stage crossings from Corporate Drive and accommodate the future dual left-turn lanes.

#### **East Frontage Road & Visitor Center Access**

- 1) Construct an east approach with two westbound lanes (exclusive left-turn lane, exclusive right-turn lane). The westbound right-turn lane shall have a minimum storage of 75 feet with proper taper.
- 2) The north approach shall have three southbound lanes (exclusive left-turn lane and two exclusive through lanes). The southbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 3) The south approach shall have two northbound lanes (exclusive through lane and shared through/right-turn lane).
- 4) The west approach shall be restriped to allow for through movements (shared left-turn/through lane and exclusive right-turn lane). The eastbound right-turn lane shall maintain 150 feet of storage with proper taper.
- 5) Stop control shall be installed on the east approach.



- 6) Construct a 30 foot wide raised median on the north and south approaches. The median shall extend to match the existing median to the north and the proposed median to the south.

#### **Corporate Drive & 105<sup>th</sup> Street**

*This intersection is under the jurisdiction of the Village of Pleasant Prairie. It is recommended that the improvements below be implemented.*

- 1) The south approach should have two northbound lanes (exclusive left-turn lane and exclusive through lane). The northbound left-turn lane should have a minimum storage of 125 feet with proper taper.
- 2) No additional improvements are required at this location.

#### **Corporate Drive & 116<sup>th</sup> Avenue**

*This intersection is under the jurisdiction of the Village of Pleasant Prairie. It is recommended that the improvements below be implemented. As an alternative, the Year 2035 improvements can be implemented.*

- 1) The north approach should have two southbound lanes (exclusive left-turn lane and exclusive right-turn lane). The southbound right-turn lane should have a minimum storage of 125 feet with proper taper. The southbound left-turn lane should be continuous to 105<sup>th</sup> Street.
- 2) The west approach should have two eastbound lanes. The inside eastbound lane should be continuous to the East Frontage Road. The outside eastbound lane should be a left-turn bypass lane.
- 3) The east approach should have two westbound lanes (exclusive through lane and exclusive right-turn lane). The westbound right-turn lane should have a minimum storage of 200 feet with proper taper.
- 4) No additional improvements are required at this location.

#### **East Frontage Road & 116<sup>th</sup> Avenue**

*Implement the improvements as listed below; or as an alternative, the Year 2035 improvements can be implemented.*

- 1) The north approach shall have two southbound lanes (exclusive left-turn lane and exclusive through lane). The southbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) A raised median shall be installed on the north approach. The median shall be 30 feet in width.
- 3) No additional improvements are required at this location.

#### **WIS 165 & Terwall Terrace**

- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and the DOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the Village of Pleasant Prairie.
- 2) The west approach shall have three eastbound lanes (exclusive left-turn lane and two exclusive through lanes). The eastbound left-turn lane shall have a minimum storage of 500 feet with proper taper.
- 3) The east approach shall have three westbound lanes (two exclusive through lanes and exclusive right-turn lane). The westbound right-turn lane shall have a minimum storage of 500 feet with proper taper.

### **WIS 165 & County H**

*Per the January 2017 MOU, WisDOT will design and build the following improvements at the expense of the Village of Pleasant Prairie.*

- 1) The north approach shall have four southbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The southbound left-turn lane shall maintain 250 feet of storage with proper taper. The southbound right-turn lane shall have a minimum storage of 150 feet with proper taper.
- 2) The south approach shall have three northbound lanes (exclusive left-turn lane, exclusive through lane, and shared through/right-turn lane). The left-turn lane shall have a minimum storage of 150 feet with proper taper.
- 3) The west approach shall have four eastbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The eastbound left-turn lane shall have a minimum storage of 300 feet with proper taper. The eastbound right-turn lane shall maintain 210 feet of storage with proper taper.
- 4) No additional improvements are required at this location.

### **WIS 165 & 72<sup>nd</sup> Avenue**

- 1) The south approach shall have two northbound lanes (shared left-turn/through lane and exclusive right-turn lane). The northbound right-turn lane shall have a minimum storage of 125 feet with proper taper.
- 2) No additional improvements are required at this location.

### **WIS 165 & WIS 31**

*Per the January 2017 MOU, WisDOT will design and build the following improvements.*

- 1) The west approach shall have five eastbound lanes (dual exclusive left-turn lanes, two exclusive through lanes, and exclusive right-turn lane). The eastbound dual left-turn lanes shall each have a minimum storage of 400 feet with proper taper. The eastbound right-turn lane shall have a minimum storage of 225 feet with proper taper.
- 2) The east approach shall have three westbound lanes (exclusive left-turn lane, exclusive through lane, and shared through/right-turn lane). The westbound left-turn lane shall maintain 175 feet of storage with proper taper. The westbound shared through lane/right-turn lane shall have a minimum storage of 475 feet with proper taper.
- 3) The south approach shall have four northbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 375 feet with proper taper. The northbound right-turn lane shall maintain 140 feet of storage with proper taper.
- 4) No additional improvements are required at this location.

### **116<sup>th</sup> Avenue & 111<sup>th</sup> Street/Building AB Driveway 1**

*This intersection is under the jurisdiction of the Village of Pleasant Prairie. It is recommended that the improvements below be implemented.*

- 1) Construct an east approach with one westbound lane (shared left-turn/right-turn lane).
- 2) Install stop control on the east approach.
- 3) No additional improvements are required at this location.

### **116<sup>th</sup> Avenue & Building AB Driveway 2**

*This intersection is under the jurisdiction of the Village of Pleasant Prairie. It is recommended that the improvements below be implemented.*

- 1) Construct an east approach with one westbound lane (right-turn lane).
- 2) Install stop control on the east approach.
- 3) Cul-de-sac 116<sup>th</sup> Avenue south of Building AB Driveway 2.

**East Frontage Road/120<sup>th</sup> Avenue & Building CD Driveway 1**

- 1) The north approach shall have two southbound lanes (exclusive left-turn lane and exclusive through lane). The southbound left-turn lane shall provide a minimum storage of 250 feet with proper taper.
- 2) The south approach shall have two northbound lanes (exclusive through lane and exclusive right-turn lane). The northbound right-turn lane shall provide a minimum storage of 225 feet with proper taper.
- 3) Construct an east approach with one westbound lane (shared left-turn/right-turn lane).
- 4) Install stop control on the east approach.
- 5) No additional improvements are required at this location.

**East Frontage Road/120<sup>th</sup> Avenue & Building CD Driveway 2**

- 1) The north approach shall have two southbound lanes (exclusive left-turn lane and exclusive through lane). The southbound left-turn lane shall provide a minimum storage of 250 feet with proper taper.
- 2) The south approach shall have two northbound lanes (exclusive through lane and exclusive right-turn lane). The northbound right-turn lane shall provide a minimum storage of 225 feet with proper taper.
- 3) Construct an east approach with one westbound lane (shared left-turn/right-turn lane).
- 4) Install stop control on the east approach.
- 5) No additional improvements are required at this location.

**East Frontage Road/120<sup>th</sup> Avenue & Building E Driveway 1**

- 1) The north approach shall have two southbound lanes (exclusive left-turn lane and exclusive through lane). The southbound left-turn lane shall provide a minimum storage of 250 feet with proper taper.
- 2) The south approach shall have two northbound lanes (exclusive through lane and exclusive right-turn lane). The northbound right-turn lane shall provide a minimum storage of 225 feet with proper taper.
- 3) Construct an east approach with one westbound lane (shared left-turn/right-turn lane).
- 4) Install stop control on the east approach.
- 5) No additional improvements are required at this location.

**County ML/122<sup>nd</sup> Avenue & Building E Driveway 2**

*This intersection is under the jurisdiction of Kenosha County. It is recommended that the improvements below be implemented.*

- 1) Construct a north approach with one southbound lane (shared left-turn/right-turn lane).
- 2) Install stop control on the north approach.
- 3) No additional improvements are required at this location.

**County ML/122<sup>nd</sup> Avenue & Building E Driveway 3**

*This intersection is under the jurisdiction of Kenosha County. It is recommended that the improvements below be implemented.*

- 1) Construct a north approach with one southbound lane (shared left-turn/right-turn lane).
- 2) Install stop control on the north approach.
- 3) No additional improvements are required at this location.

**West Frontage Road & County ML/122<sup>nd</sup> Avenue**

- 1) The north approach shall have two southbound lanes. The outside lane shall be a left-turn bypass lane.
- 2) No additional improvements are required at this location.

**East Frontage Road/120<sup>th</sup> Avenue & County ML/122<sup>nd</sup> Avenue**

- 1) The north approach shall have two southbound lanes (shared left-turn/through lane and exclusive right-turn lane). The southbound right-turn lane shall provide a minimum storage of 225 feet with proper taper.
- 2) The west approach shall have two eastbound lanes (shared left-turn/through lane and exclusive right-turn lane). The eastbound right-turn lane shall provide a minimum storage of 225 feet with proper taper. The lanes shall remain unmarked. The exclusive right-turn lane is expected to operate as a left-turn bypass lane.
- 3) No additional improvements are required at this location.

### **Year 2035 Background Improvements**

*The following improvements are the responsibility of WisDOT and will be implemented with the WIS 165 reconstruction project from WIS 31 to WIS 32.*

#### **WIS 165 & WIS 31**

- 1) The south approach shall have four northbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 500 feet with proper taper. The northbound right-turn lane shall maintain 140 of storage with proper taper.
- 2) No additional improvements are required at this location.

#### **WIS 165 & Old Green Bay Road**

- 1) The west approach shall have two eastbound lanes (exclusive left-turn lane and shared through/right-turn lane). The eastbound left-turn lane shall have a minimum storage of 350 feet with proper taper.
- 2) The east approach shall have two westbound lanes (exclusive left-turn lane and shared through/right-turn lane). The westbound left-turn lane shall have a minimum storage of 225 feet with proper taper.
- 3) A raised median shall be installed on the east and west intersection approaches. The median on shall be a minimum of 22 feet in width. The raised median shall extend to match the existing median to the west.
- 4) No additional improvements are required at this location.

## **2035 Build Improvements**

*The following improvements shall be designed, constructed and paid for by the Village of Pleasant Prairie/Developer prior to the development opening. The improvements listed include those that are the responsibility of the WisPark, LLC development outlined in the improvements letter dated March 31<sup>st</sup>, 2015.*

### **WIS 165 & IH-41/94 Southbound Off-Ramp**

- 1) The north approach shall have three southbound lanes (dual exclusive left-turn lanes and exclusive right-turn lane). The outside southbound left-turn lane shall have a minimum storage of 345 feet with proper taper. The inside southbound left-turn lane shall be continuous. The southbound right-turn lane shall have a minimum storage of 275 feet with proper taper.
- 2) No additional improvements are required at this location.

### **WIS 165 Westbound & IH-41/94 Southbound On-Ramps**

- 1) The east approach shall have three westbound lanes (exclusive through lane, shared through/right-turn lane, and exclusive right-turn lane). The westbound right-turn lane shall remain continuous to the IH-41/94 Northbound Ramps.
- 2) The IH-41/94 Southbound On-Ramp (westbound WIS 165) shall have its pavement marking revised to accommodate two travel lanes.
- 3) No additional improvements are required at this location.

### **WIS 165 & IH-41/94 Northbound Ramps**

- 1) The east approach shall have four westbound lanes (three exclusive through lanes and exclusive right-turn lane). The westbound right-turn lane shall be continuous.
- 2) No additional improvements are required at this location.

### **WIS 165 & Visitor Center Access**

- 1) The east approach shall have five westbound lanes (exclusive left-turn lane and four exclusive through lanes). The westbound left-turn lane shall continue to provide 215 feet of storage with proper taper.
- 2) The west approach shall have three eastbound lanes (two exclusive through lanes and one shared through/right-turn lane). The shared through/right-turn lane shall remain continuous.

### **WIS 165 & East Frontage Road**

- 1) The east approach shall have five westbound lanes (exclusive left-turn lane, three exclusive through lanes, and shared through/right-turn lane). The westbound left-turn lane shall have a minimum storage of 275 feet with proper taper. The westbound shared through/right-turn lane shall provide a minimum storage of 350 feet with a 320-foot taper.
- 2) The west approach shall have six eastbound lanes (dual exclusive left-turn lanes, three exclusive through lanes, and exclusive right-turn lane). The eastbound dual left-turn lanes shall each have a minimum storage of 250 feet with proper taper. The eastbound right-turn lane shall be continuous to the Visitor Center Access.
- 3) The north approach shall have three southbound lanes (exclusive left-turn lane, exclusive through lane, and exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage of 300 feet with proper taper. The southbound right-turn lane shall continue to be continuous to the upstream intersection.
- 4) The south approach shall have three northbound lanes (dual exclusive left-turn lanes and shared through/right-turn lane). The dual northbound left-turn lanes shall be continuous to 105<sup>th</sup> Street.

### **WIS 165 & Corporate Drive**

- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be**

**installed until the warrants have been met and the DOT authorizes its installation.**

Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the Village of Pleasant Prairie. The signal will need to be coordinated with the WIS 165 & IH-41/94 Southbound Off-Ramp, the WIS 165 & IH-41/94 Northbound Ramp and the WIS 165 & 120<sup>th</sup> Street/East Frontage Road signals.

- 2) The east approach shall have five westbound lanes (dual exclusive left-turn lanes and three exclusive through lanes). The dual westbound left-turn lanes shall each have a minimum storage of 500 feet with proper taper. The outer through lane shall have a minimum storage of 725 feet with a 320-foot taper.
- 3) The west approach shall have four eastbound lanes (three exclusive through lanes and exclusive right-turn lane). The eastbound right-turn lane shall remain continuous.
- 4) The south approach shall have three northbound lanes (exclusive left-turn lane and dual exclusive right-turn lanes). The outside northbound right-turn lane shall have a minimum storage of 200 feet with proper taper. The inside northbound right-turn lane and the northbound left-turn lane shall be continuous to 105<sup>th</sup> Street.
- 5) A raised median shall be installed on the south approach. The median shall extend to the radius point on the north side of the Corporate Drive intersection with 105<sup>th</sup> Street.

#### **East Frontage Road & 105<sup>th</sup> Street**

- 1) The south approach shall have three northbound lanes (two exclusive through lanes and shared through/right-turn lane). The northbound shared through/right-turn lane shall be continuous to Area N Access.
- 2) No additional improvements are required at this location.

#### **Corporate Drive & 105<sup>th</sup> Street**

*The improvements at Corporate Drive & 105<sup>th</sup> Street are required to accommodate the improvements at WIS 165 & Corporate Drive.*

- 1) The north approach shall have three southbound lanes (two exclusive through lanes and exclusive right-turn lane). The southbound right-turn lane shall maintain 100 feet of storage with proper taper.
- 2) The south approach shall have three northbound lanes (exclusive left-turn lane and two exclusive through lanes). The northbound left-turn lane shall maintain 125 feet of storage with proper taper.
- 3) No additional improvements are required at this location.

#### **Corporate Drive & Area N Driveway**

*This intersection is under the jurisdiction of the Village of Pleasant Prairie. It is recommended that the improvements below be implemented.*

- 1) Construct a west approach with one eastbound lane (shared left-turn/right-turn lane).
- 2) The north approach should have one southbound lane (shared through/right-turn lane).
- 3) The south approach should have two northbound lanes (exclusive left-turn lane and exclusive through lane). The northbound left-turn lane should have a minimum storage of 125 feet with proper taper.
- 4) Install stop control on the west approach.

## **East Frontage Road/120<sup>th</sup> Avenue & Corporate Drive/116<sup>th</sup> Avenue**

### ***Roundabout Option (Village Preferred Alternative)***

- 1) Reconfigure East Frontage Road/120<sup>th</sup> Avenue, Corporate Drive, and 116<sup>th</sup> Avenue to create a standard four-leg intersection.
- 1) Construct a two lane roundabout.
- 2) The west approach shall have two eastbound lanes (exclusive left-turn lane and shared left-turn/through/right-turn lane). The eastbound left-turn lane shall be continuous to the upstream intersection.
- 3) The east approach shall have one westbound lane (shared left-turn/through/right-turn lane).
- 4) The south approach shall have two northbound lanes (shared left-turn/through lane and right-turn bypass lane). The northbound right-turn semi-bypass lane shall provide a minimum storage of 200 feet with proper taper.
- 5) The north approach shall have three southbound lanes (shared left-turn/through lane and dual right-turn bypass lanes). The inside right-turn bypass lane shall be continuous to the upstream intersection. The outside right-turn bypass lane shall be maximized within the available space.
  - a. As an option, the north approach may have two southbound lanes (shared left-turn/through/right-turn lane and right-turn bypass lane). The right-turn bypass lane shall be continuous to the upstream intersection.
- 7) A raised median shall be installed on all intersection approaches. The raised median shall extend to match the existing median to the north and the proposed median to the west.

### ***Traffic Signal Option***

- 1) Reconfigure East Frontage Road/120<sup>th</sup> Avenue, Corporate Drive, and 116<sup>th</sup> Avenue to create a standard four-leg intersection.
- 2) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and the DOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the Village of Pleasant Prairie.
- 3) The west approach shall have three eastbound lanes (dual exclusive left-turn lanes and shared through/right-turn lane). The outer eastbound left-turn lane shall have a minimum storage of 350 feet with proper taper. The inner eastbound left-turn lane shall be continuous to the upstream intersection.
- 4) The east approach shall have two westbound lanes (exclusive left-turn lane and shared through/right-turn lane). The westbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 5) The south approach shall have three northbound lanes (exclusive left-turn lane, exclusive through lane, and exclusive right-turn lane). The northbound left-turn lane shall provide a minimum storage of 200 feet with proper taper. The northbound right-turn lane shall provide a minimum storage of 225 feet with proper taper.
- 6) The north approach shall have four southbound lanes (exclusive left-turn lane, exclusive through lane, and dual exclusive right-turn lanes). The southbound left-turn lane shall have a minimum storage of 200 feet with proper taper. The outer southbound right-turn lane shall have a minimum storage of 425 feet with proper taper. The inner southbound right-turn lane shall be continuous to the upstream intersection.
- 7) A raised median shall be installed on all intersection approaches. The raised median shall extend to match the existing median to the north and the proposed median to the west.



**East Frontage Road & East Outlet Mall Driveway**

- 1) Install a raised median on the east and west approaches. Match the proposed median to the east and west.
- 2) The east approach shall have three westbound lanes (exclusive left-turn lane, exclusive through lane, and shared through/right-turn lane). The storage for the westbound left-turn lane shall be maximized with proper taper.
- 3) The west approach shall have two eastbound lanes (exclusive left-turn lane and shared through/right-turn lane). The storage for the eastbound left-turn lane shall be maximized with proper taper.
- 4) The south approach shall have one northbound lane (shared left-turn/through/right-turn lane).
- 5) Construct a north approach with one southbound lane (shared left-turn/through/right-turn lane).
- 6) Install stop control on the north approach.

**East Frontage Road & Center Outlet Mall Driveway**

- 1) Close the north and south approaches.
- 2) Install a raised median on the east and west approaches. Match the proposed median to the east and west.
- 3) No additional improvements are required at this location.

**East Frontage Road & Nike Outlet Driveway**

- 1) Install a raised median on the east and west approaches. Match the proposed median to the east and west.
- 2) The east approach shall have three westbound lanes (exclusive left-turn lane, exclusive through lane, and shared through/right-turn lane). The storage for the westbound left-turn lane shall be maximized with proper taper.
- 3) The west approach shall have two eastbound lanes (exclusive left-turn lane and shared through/right-turn lane). The storage for the eastbound left-turn lane shall be maximized with proper taper.
- 4) The south approach shall have one northbound lane (shared left-turn/through/right-turn lane).
- 5) Construct a north approach with one southbound lane (shared left-turn/through/right-turn lane).
- 6) Install stop control on the north approach.

**East Frontage Road & Radisson Hotel Driveway**

- 1) Close the north approach.
- 2) Install a raised median on the east and west approaches. Match the proposed median to the east and west.
- 3) No additional improvements are required at this location.

**East Frontage Road & Northwest Outlet Mall Driveway**

- 1) The north approach shall have three southbound lanes (exclusive left-turn lane and two exclusive through lanes). The southbound left-turn lane shall extend to the proposed median to the north with proper taper.
- 2) No additional improvements are required at this location.

**WIS 165 & Terwall Terrace**

- 1) The east approach shall have four westbound lanes (three exclusive through lanes and exclusive right-turn lane). The westbound right-turn lane shall maintain 500 feet of storage with proper taper.
- 2) No additional improvements are necessary at this location.

**WIS 165 & County H**

- 1) The west approach shall have five eastbound lanes (exclusive left-turn lane, three exclusive through lanes, exclusive right-turn lane). The eastbound left-turn lane shall have a minimum storage of 400 feet with proper taper. The eastbound right-turn lane shall have a minimum storage of 350 feet with proper taper.
- 2) The east approach shall have five westbound lanes (exclusive left-turn lane, three exclusive through lanes, exclusive right-turn lane). The westbound left-turn lane shall have a minimum storage of 300 feet with proper taper. The westbound right-turn lane shall have a minimum storage of 350 feet with proper taper.
- 3) The north approach shall have four southbound lanes (exclusive left-turn lane, two exclusive through lanes, exclusive right-turn lane). The southbound left-turn lane shall have a minimum storage of 425 feet with proper taper. The southbound right-turn lane shall have a minimum storage of 275 feet with proper taper.
- 4) The south approach shall have four northbound lanes (exclusive left-turn lane, two exclusive through lanes, and exclusive right-turn lane). The northbound left-turn lane shall have a minimum storage of 200 feet with proper taper. The northbound right-turn lane shall have a minimum storage of 300 feet with proper taper.

**WIS 165 & 86<sup>th</sup> Avenue**

- 1) The west approach shall have four eastbound lanes (exclusive left-turn lane, two exclusive through lanes, shared through/right-turn lane). The eastbound left-turn lane shall maintain 105 feet of storage with proper taper.
- 2) The east approach shall have four westbound lanes (exclusive left-turn lane, two exclusive through lanes, shared through/right-turn lane). The westbound left-turn lane shall maintain 115 feet of storage with proper taper.
- 3) The north approach shall be restriped to have two southbound lanes (shared left-turn/through lane, exclusive right-turn lane). The southbound right-turn lane shall have a minimum storage of 50 feet with proper taper.
- 4) The south approach shall be restriped to have two northbound lanes (shared left-turn/through lane, exclusive right-turn lane). The northbound right-turn lane shall have a minimum storage of 50 feet with proper taper.

**WIS 165 & 82<sup>nd</sup> Avenue**

- 1) The west approach shall have four eastbound lanes (exclusive left-turn lane, two exclusive through lanes, shared through/right-turn lane). The eastbound left-turn lane shall maintain 105 feet of storage with proper taper.
- 2) The east approach shall have four westbound lanes (exclusive left-turn lane, two exclusive through lanes, shared through/right-turn lane). The westbound left-turn lane shall maintain 115 feet of storage with proper taper.
- 3) The north approach shall be restriped to have two southbound lanes (shared left-turn/through lane and exclusive right-turn lane). The southbound right-turn lane shall have a minimum storage of 50 feet with proper taper.
- 4) The south approach shall be restriped to have two northbound lanes (shared left-turn/through lane, exclusive right-turn lane). The northbound right-turn lane shall have a minimum storage of 50 feet with proper taper.

**WIS 165 & 80<sup>th</sup> Avenue**

- 1) The west approach shall have five eastbound lanes (exclusive left-turn lane, three exclusive through lanes, and exclusive right-turn lane). The eastbound left-turn lane shall have a minimum storage of 275 feet with proper taper. The eastbound right-turn lane shall have a minimum storage of 350 feet with proper taper.
- 2) The east approach shall have five westbound lanes (exclusive left-turn lane, three

exclusive through lanes, and exclusive right-turn lane). The westbound left-turn lane shall maintain 220 feet of storage with proper taper. The westbound right-turn lane shall have a minimum storage of 350 feet with proper taper.

- 3) No additional improvements are necessary at this location.

#### **WIS 165 & 72<sup>nd</sup> Avenue**

- 1) The west approach shall have four eastbound lanes (exclusive left-turn lane, two exclusive through lanes, and shared through/right-turn lane). The eastbound left-turn lane shall maintain 120 feet of storage with proper taper.
- 2) The east approach shall have four westbound lanes (exclusive left-turn lane, two exclusive through lanes, shared through/right-turn lane). The westbound left-turn lane shall provide maximum storage available with proper taper.
- 3) No additional improvements are necessary at this location.

#### **WIS 165 & WIS 31**

- 1) The west approach shall have five eastbound lanes (exclusive dual left-turn lanes, two exclusive through lanes, exclusive right-turn lane). The eastbound dual left-turn lanes shall continue to provide 400 feet of storage with proper taper. The eastbound right-turn lane shall be a lane drop.
- 2) The east approach shall have five westbound lanes (exclusive left-turn lane, three exclusive through lanes, and exclusive right-turn lane). The westbound left-turn lane shall maintain 175 feet of storage with proper taper. The westbound right-turn lane shall have a minimum storage of 350 feet with proper taper.
- 3) The north approach shall have six southbound lanes (dual exclusive left-turn lanes, two exclusive through lanes, dual exclusive right-turn lanes). The southbound dual left-turn lanes shall each have a minimum storage of 375 feet with proper taper. The outer southbound right-turn lane shall have a minimum storage of 400 feet with proper taper. The inner southbound right-turn lane shall remain a lane drop.
- 4) The south approach shall have six northbound lanes (dual exclusive left-turn lanes, three exclusive through lanes, exclusive right-turn lane). The northbound dual left-turn lanes shall each have a minimum storage of 500 feet with proper taper. The northbound right-turn lane shall have a minimum storage of 200 feet with proper taper.

#### **WIS 165 & Area T Driveway**

- 1) The west approach shall have three eastbound lanes (two exclusive through lanes, exclusive right-turn lane). The eastbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) The east approach shall have two westbound lanes (two exclusive through lanes).
- 3) Construct a south approach with one northbound lane (exclusive right-turn lane). The access to/from the south approach will be restricted to right-in/right-out via raised median.
- 4) Install stop control on the south approach.

## **WIS 165 & Old Green Bay Road**

### **Traffic Signal Alternative**

- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and the DOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the Village of Pleasant Prairie. The signal will need to be coordinated with the WIS 165 & WIS 31 signal.
- 2) The west approach shall have three eastbound lanes (exclusive left-turn lane, exclusive through lane, shared through/right-turn lane). The eastbound left-turn lane shall maintain 350 feet of storage with proper taper.
- 3) The east approach shall have three westbound lanes (exclusive left-turn lane, exclusive through lane, exclusive right-turn lane). The westbound left-turn lane shall maintain 225 feet of storage with proper taper. The westbound right-turn lane shall have a minimum storage of 350 feet with proper taper.
- 4) The south approach shall have two northbound lanes (exclusive left-turn lane, shared through/right-turn lane). The northbound left-turn lane shall have a minimum storage of 275 feet with proper taper.
- 5) The north approach shall be restriped to have two southbound lanes (exclusive left-turn lane, shared through/right-turn lane). The southbound left-turn lane shall have a minimum storage of 250 feet with proper taper.

### **Roundabout Alternative**

- 1) Construct a two-lane roundabout.
- 2) The west approach shall have two eastbound lanes (shared left-turn/through lane, and shared through/right-turn lane).
- 3) The east approach shall have two westbound lanes (shared left-turn/through lane, and shared through/right-turn lane).
- 4) The north approach shall have one southbound lane (shared left-turn/through/right-turn lane).
- 5) The south approach shall have one northbound lane (shared left-turn/through/right-turn lane).

## **County H & Terrwall Terrace/95<sup>th</sup> Street**

*This intersection is under the jurisdiction of Kenosha County. It is recommended that the improvements below be implemented.*

- 1) A fully actuated traffic signal should be installed at the intersection upon meeting the warrants and the County authorizes its installation. Prior to installing the traffic signal, the side streets should be stop sign controlled.
- 2) The north approach should have three southbound lanes (exclusive left-turn lane, exclusive through lane, and exclusive right-turn lane). The southbound left-turn lane should have a minimum storage of 250 feet with proper taper. The southbound right-turn lane should have a minimum storage of 250 feet with proper taper.
- 3) The south approach should have three northbound lanes (exclusive left-turn lane, exclusive through lane, and exclusive right-turn lane). The northbound left-turn lane should have a minimum storage of 150 feet with proper taper. The northbound right-turn lane should have a minimum storage of 250 feet with proper taper.
- 4) No additional improvements are required at this location.

## **County H & Bain Station Road**

*This intersection is under the jurisdiction of Kenosha County. It is recommended that the improvements below be implemented.*

**Traffic Signal Alternative**

- 1) A fully actuated traffic signal should be installed at the intersection upon meeting the warrants and the County authorizes its installation. Prior to installing the traffic signal, the side streets should be stop sign controlled.
- 2) The west approach should have three eastbound lanes (exclusive left-turn lane, exclusive through lane, exclusive right-turn lane). The eastbound left-turn lane should have a minimum storage of 250 feet with proper taper. The eastbound right-turn lane should have a minimum storage of 250 feet with proper taper.
- 3) The east approach should have two westbound lanes (exclusive left-turn lane, shared through/right-turn lane). The westbound left-turn lane should have a minimum storage of 250 feet with proper taper.
- 4) No additional improvements are required at this location.

**Roundabout Alternative**

- 1) Expand to a two-lane roundabout.
- 2) The north approach should have two southbound lanes (shared left-turn/through lane, shared through/right-turn lane).
- 3) The south approach should have two northbound lanes (shared left-turn/through lane, shared through/right-turn lane).
- 4) The west approach should maintain one eastbound lane (shared left-turn/through/right-turn lane).
- 5) The east approach should maintain one westbound lane (shared left-turn/through/right-turn lane).

**WIS 31 & Jelly Belly Lane**

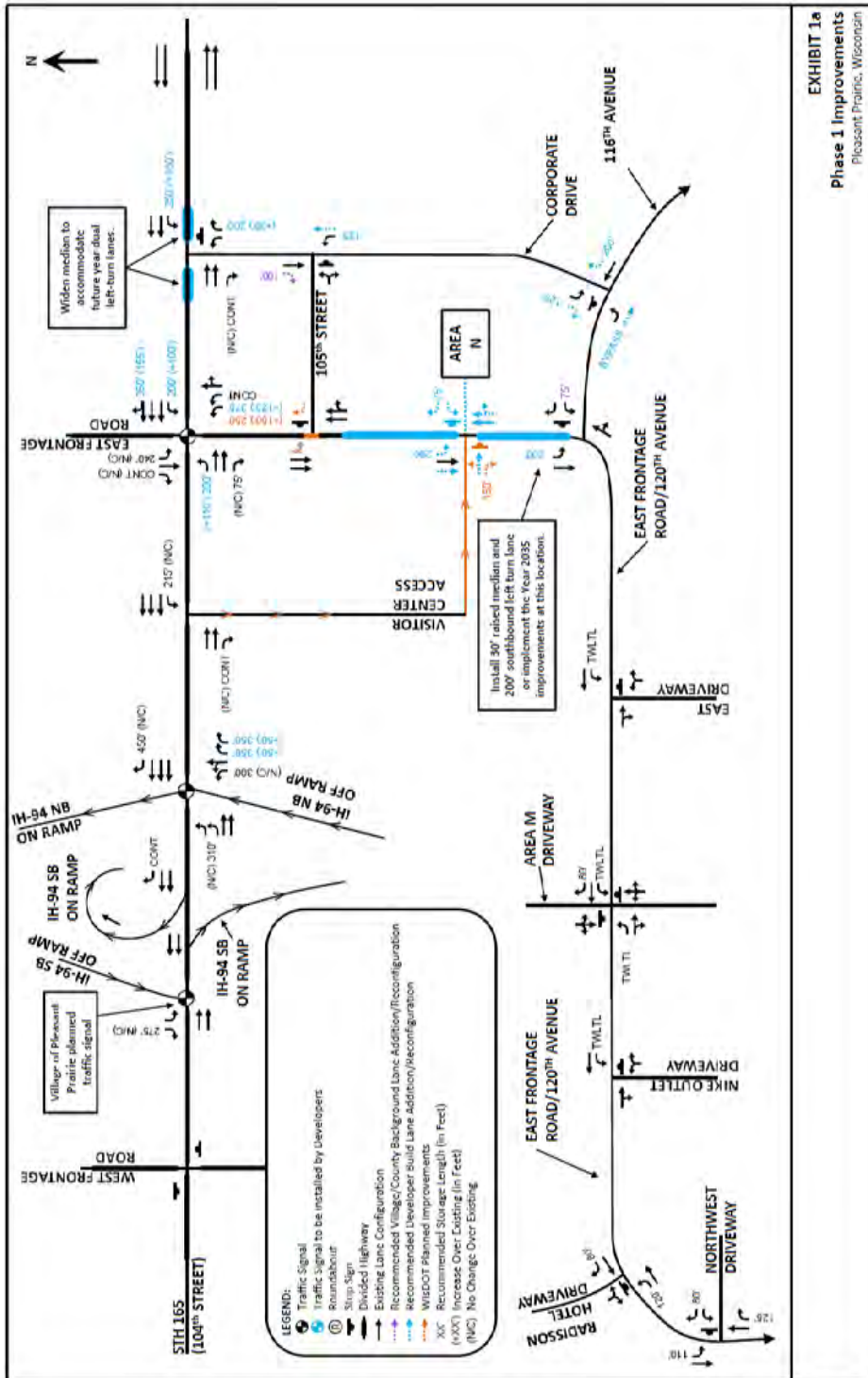
- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and the DOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and the DOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the Village of Pleasant Prairie. The signal will need to be coordinated with the WIS 165 & WIS 31 signal.
- 2) Construct an east approach with two westbound lanes (exclusive left-turn lane, and shared through/right-turn lane). The westbound left-turn lane shall have a minimum storage of 200 feet with proper taper.
- 3) The west approach shall have two eastbound lanes (exclusive left-turn lane, and shared through/right-turn lane). The eastbound left-turn lane shall have a minimum storage of 125 feet with proper taper.
- 4) The north approach shall have four southbound lanes (exclusive left-turn lane, two exclusive through lanes, and shared through/right-turn lane). The southbound left-turn lane shall have a minimum storage of 350 feet with proper taper.
- 5) The south approach shall have five northbound lanes (exclusive left-turn lane, three exclusive through lanes, and exclusive right-turn lane). The northbound left-turn lane shall maintain 180 feet of storage with proper taper. The northbound right-turn lane shall have a minimum storage of 350 feet with proper taper.

**WIS 31 & 95<sup>th</sup> Street/Dabbs Farm Road/93<sup>rd</sup> Street**

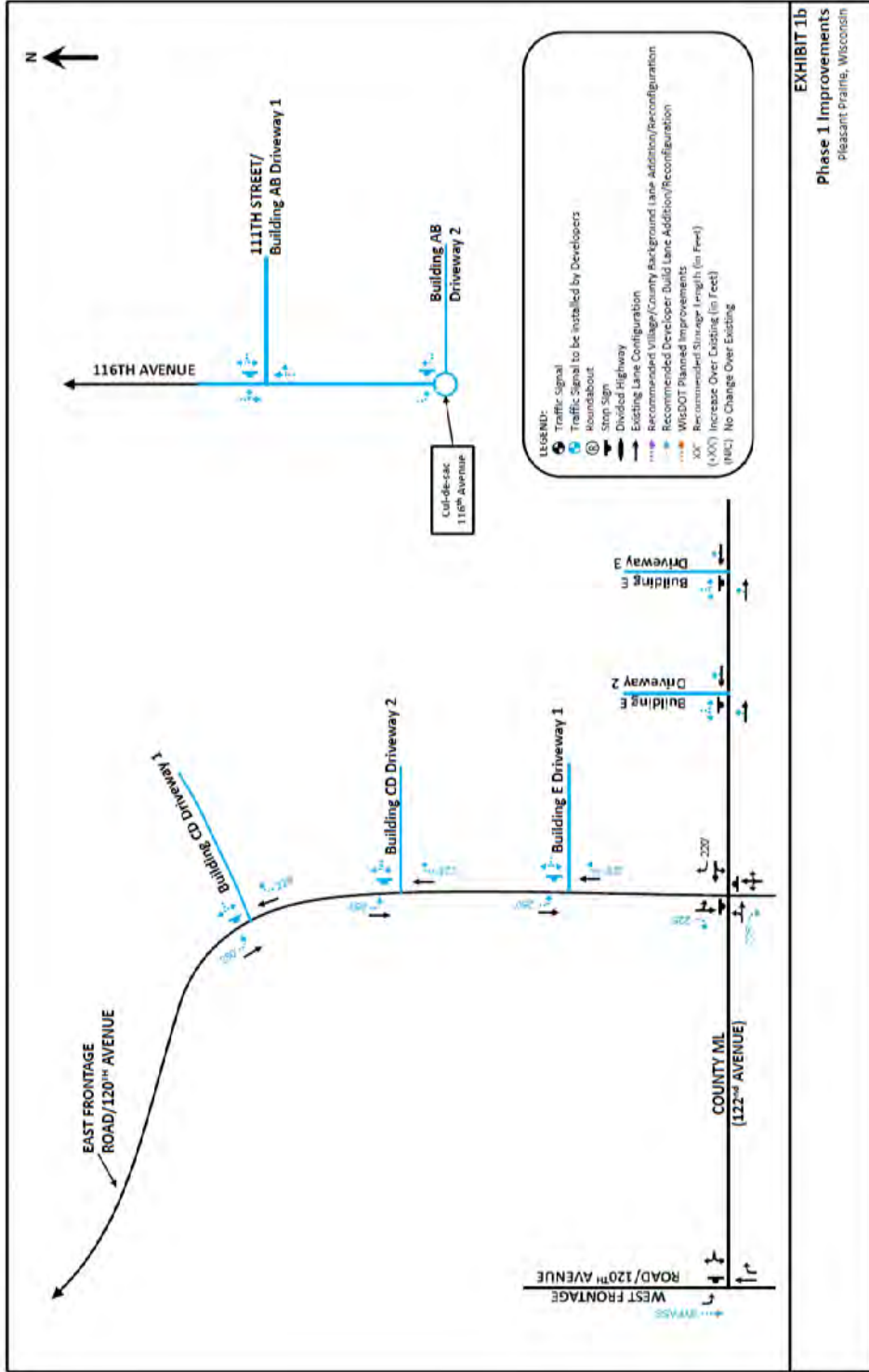
- 1) The north approach shall have five southbound lanes (exclusive left-turn lane, three exclusive through lanes, exclusive right-turn lane). The southbound left-turn lane shall maintain 150 feet of storage with proper taper. The southbound right-turn lane shall have a minimum storage of 200 feet with proper taper.
- 2) The south approach shall have five northbound lanes (exclusive left-turn lane, three exclusive through lanes, and exclusive right-turn lane). The northbound left-turn lane

shall have a minimum storage of 275 feet with proper taper. The northbound right-turn lane shall maintain 90 feet of storage with proper taper.

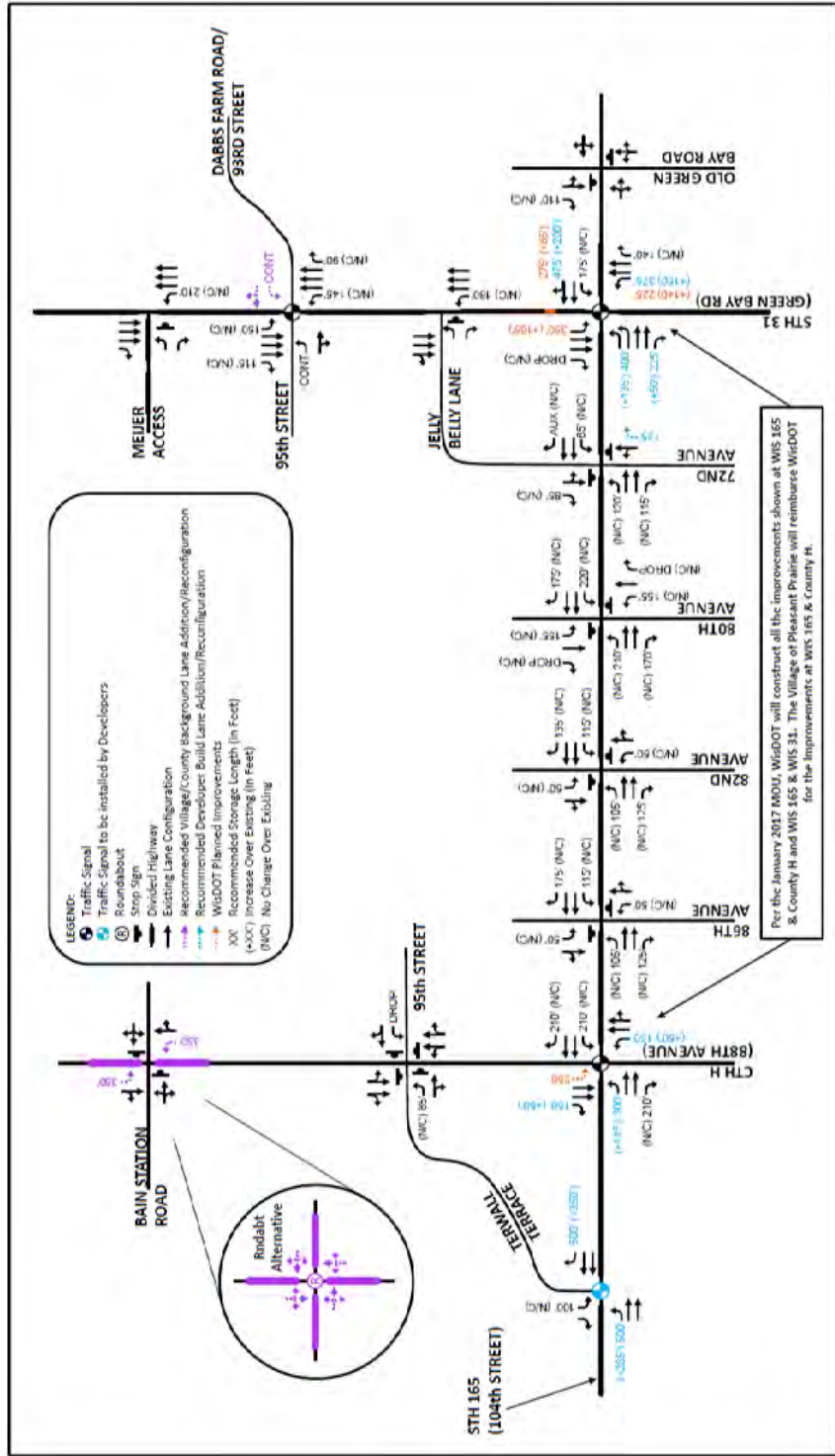
- 3) No additional improvements are required at this location.



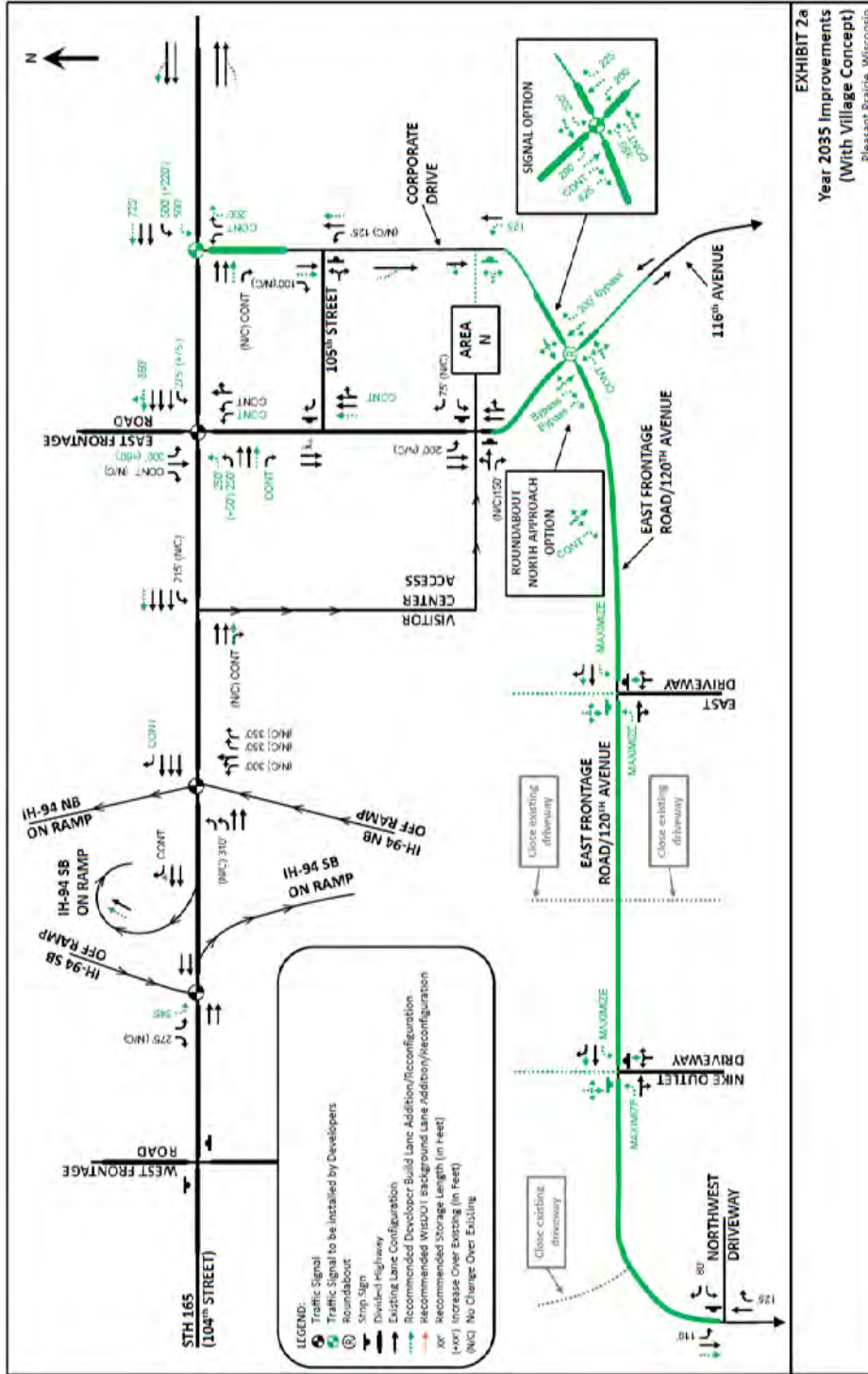
**EXHIBIT 1a**  
**Phase 1 Improvements**  
 Pleasant Prairie, Wisconsin

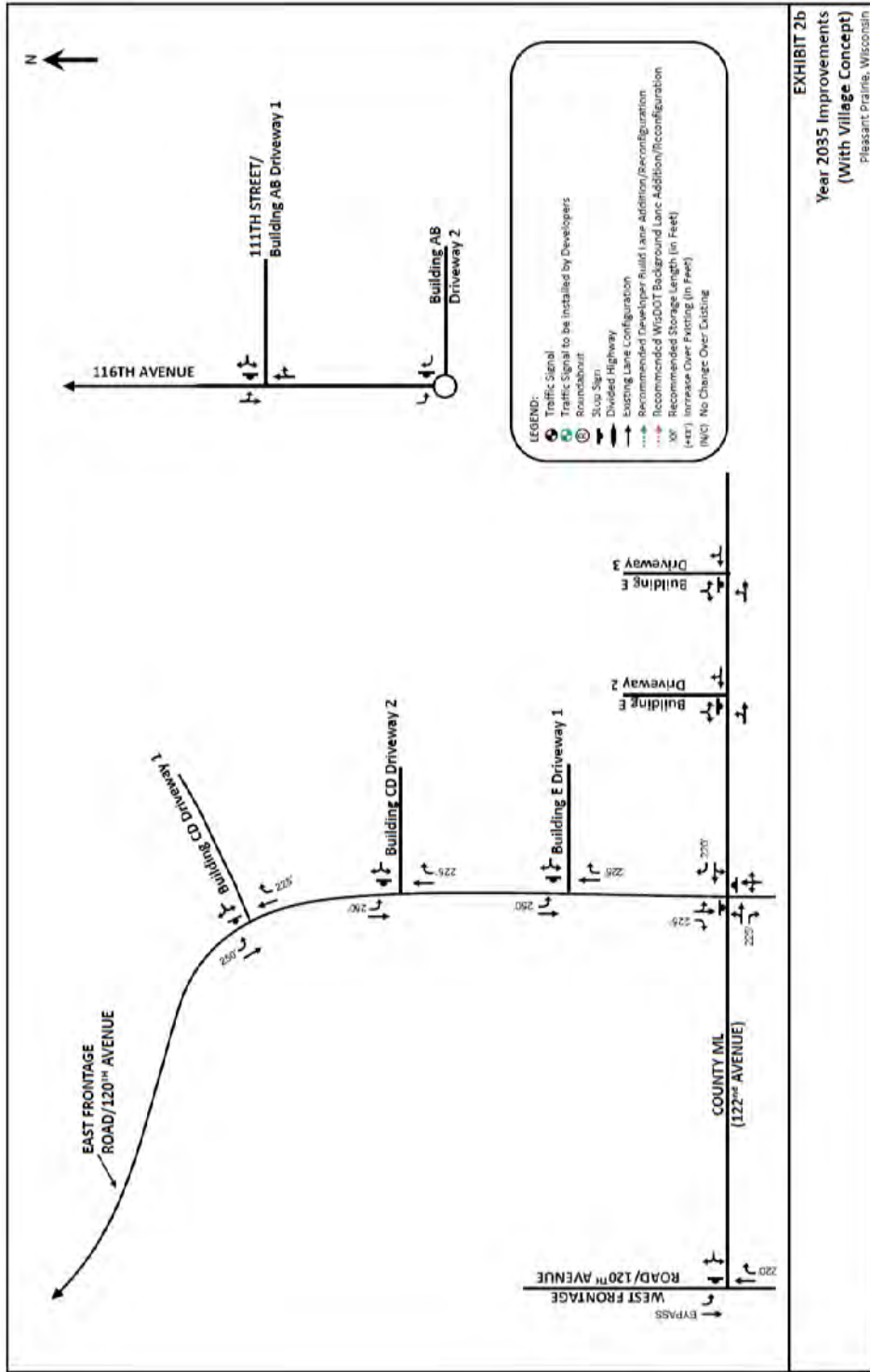




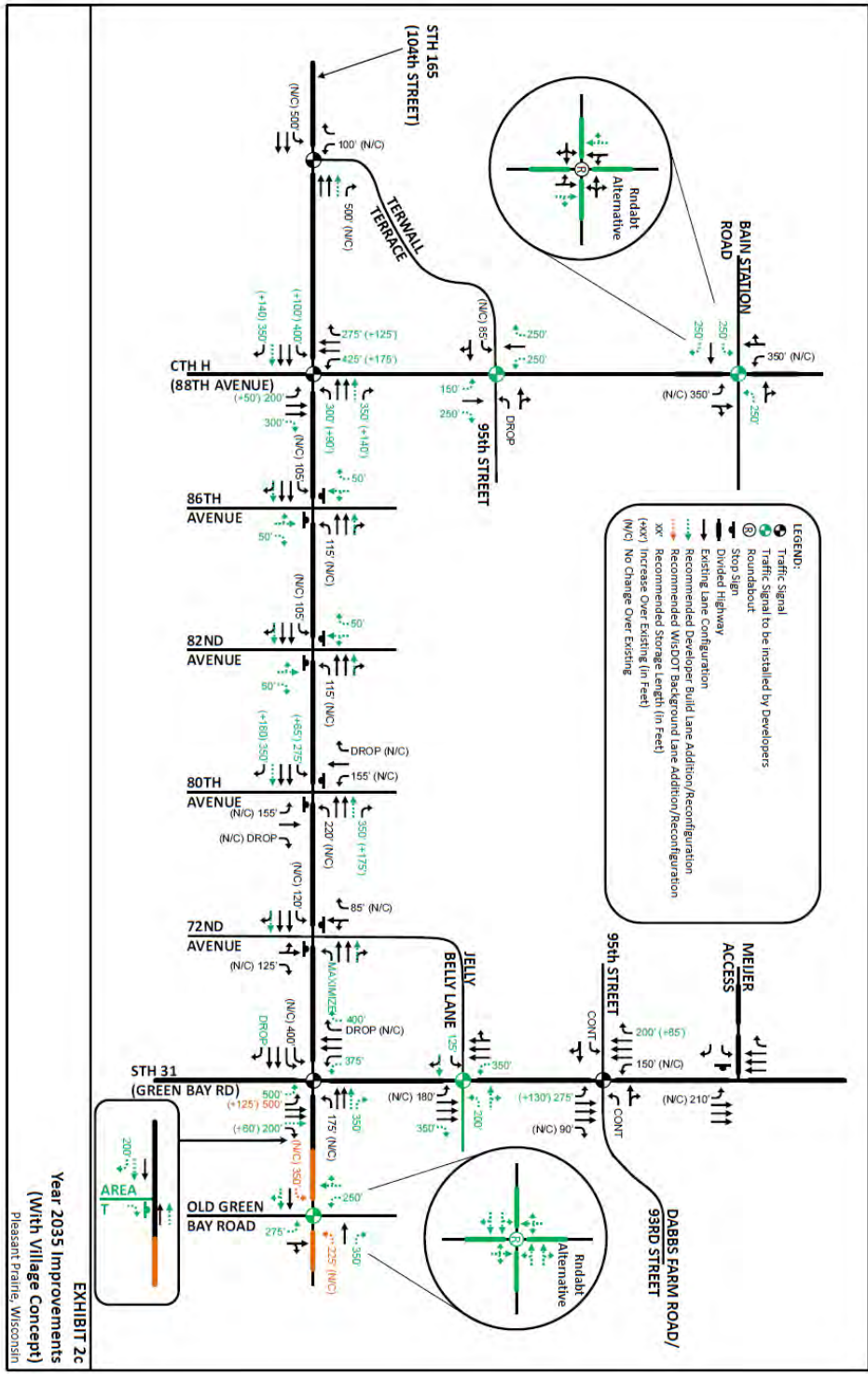


**EXHIBIT 1c**  
**Phase 1 Improvements**  
 Pleasant Prairie, Wisconsin





**EXHIBIT 2b**  
**Year 2035 Improvements**  
**(With Village Concept)**  
 Pleasant Prairie, Wisconsin



# Traffic Impact Analysis

## Riverview Corporate Park

### Pleasant Prairie, Kenosha County, WI

City/DNR Project No.  
SEH No. 140750 4.00

March 13, 2017



Building a Better World  
for All of Us\*

Engineers | Architects | Planners | Scientists

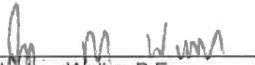
**Traffic Impact Analysis**

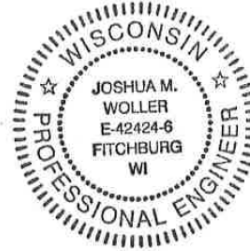
Riverview Corporate Park  
Pleasant Prairie, Kenosha County, WI

Prepared for:  
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*"I certify that this Traffic Impact Analysis has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering."*

  
Joshua Woller, P.E.  
Wisconsin Registration #42424-006  
Wisconsin TIA Certification # SE09-804-162  
Short Elliott Hendrickson, Inc.



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# Traffic Impact Analysis

## Riverview Corporate Park

Prepared for Venture One Real Estate

### 1.0 Introduction and Executive Summary

#### 1.1 Purpose of Report and Study Objectives

Venture One Real Estate has proposed the development of The Riverview Corporate Park located east of Interstate Highway (IH) 94 between State Trunk Highway (STH) 165 and County Trunk Highway (CTH) ML in the Village of Pleasant Prairie, Kenosha County, WI. An Initial Review document for the development was submitted to the Wisconsin Department of Transportation (WisDOT) on November 17, 2016 to aid in developing the scope of a traffic impact analysis (TIA). SEH has conducted this TIA in accordance with the scope identified by WisDOT on December 20, 2016. This TIA analyzes operating conditions and provides recommendations at the intersection of CTH ML and the East Frontage Road, the intersection of CTH ML and the West Frontage Road, and at the driveways associated with the development during the weekday AM and weekday PM peak hours.

This report documents the procedures, findings, and conclusions of the traffic impact analysis. The analysis identifies recommended improvements based on existing and anticipated roadway conditions, background traffic volumes, and additional traffic expected to be generated by identified developments.

#### 1.2 Executive Summary

The executive summary includes an overview of the study area, a description of the development, and summarizes the principal findings of the analysis including conclusions and recommendations.

##### Location of Study Site with Respect to Area Roadway Network

The proposed Riverview Corporate Park is located in the Village of Pleasant Prairie, WI, adjacent to the Pleasant Prairie Premium Outlets. The development is located east of the IH 94 East Frontage Road between STH 165 and CTH ML as shown in Exhibit 1-1.

Much of the area immediately north of the parcel is developed with mixed land use, including a factory outlet center, a hotel, fast-food restaurants with drive-through windows, gasoline/service stations with convenience markets, and assorted office buildings. East, south, and west of the development is sparsely developed with single-family detached housing and is otherwise agricultural or wooded land. A seasonal multipurpose recreational facility is located southwest of the development adjacent to one of the intersections included in this study.

The study area includes the following intersections:

- CTH ML and West Frontage Road
- CTH ML and East Frontage Road

Several infrastructure projects are anticipated within the study area:

- STH 165 is currently being expanded by WisDOT to a four-lane divided cross-section in the 0.9-mile stretch of highway over the Des Plaines River. The two new lanes will accommodate westbound traffic while the existing two lanes will accommodate eastbound traffic. Construction began in Year 2016 and is expected to be completed in Year 2017.
- Existing ramps to/from IH 94 and the Visitor Center, located in the southeast quadrant of IH 94 and STH 165, are to be eliminated by WisDOT. Existing access along STH 165 is proposed to be converted to ingress only. Access to accommodate egress only is proposed along the East Frontage Road. The project is expected to occur in Year 2018 or later.
- The STH 165 intersections with CTH H and STH 31 are expected to be improved by WisDOT in the future. The timeline for this project is not known, though it is expected to occur in Year 2018 or later.

#### **Proposed Development**

The proposed Riverview Corporate Park will develop approximately 105 acres of the previously undeveloped 296 acre parcel. The primary land use of the undeveloped parcel is agricultural with a portion of the parcel wooded. The development will consist of five buildings varying in gross floor space from 62,000 SF to 716,400,000 SF (See Exhibit 1-2). The primary land use of each building will be manufacturing with approximately five percent of the gross floor space designated as general office space. The development is anticipated to undergo development immediately with full build out completed within five years. The following provides further description of each proposed building.

#### **Buildings A and B Development Description**

Buildings A and B will be located at the north end of the project area and will share access via 116<sup>th</sup> Avenue. Building A is proposed to have a total floor area of 105,000 SF with 99,750 SF designated as manufacturing and 5,250 designated as general office space. Building B is proposed to have 391,950 SF of floor space with 372,353 SF designated as manufacturing and 19,598 designated as general office space.

#### **Buildings C and D Development Description**

Buildings C and D will be located in the middle of the project area and will share two access points via East Frontage Road. Building C is proposed to have a total floor area of 600,600 SF with 570,570 SF designated as manufacturing and 30,030 designated as general office space. Building D is proposed to have 62,000 SF of floor space with 58,900 SF designated as manufacturing and 3,100 designated as general office space.

### **Building E Development Description**

Building E will be located at the south end of the project area and will have access via East Frontage Road and via CTH ML. Building E is proposed to have a total floor area of 716,400 SF with 680,580 SF designated as manufacturing and 35,820 designated as general office space.

### **Off-Site Development Description**

In 2014, Traffic Analysis & Design, Inc (TADI) developed a TIA for the Village of Pleasant Prairie to analyze all potential developments of the Lakeview Corporate Park which encompasses the area that is bordered by IH 94, Bain Station Road, STH 31, and CTH ML. The full report is included in the appendix. Within this vast development area, three specific units will directly influence the proposed Riverview Corporate Park.

### **Area M Development Description**

Area M describes lands in the northwest corner of East Frontage Road & 116th Avenue. The Village assumes the site, which is part of the Nankin Property, may be occupied by a 6,000-sf sit-down restaurant and approximately 25,000-sf of shopping center. All access to the site is anticipated along East Frontage Road south of 116th Avenue. A development timeline is unspecified at this time.

### **Area N Development Description**

Area N describes lands north of 116th Avenue between East Frontage Road and Corporate Drive. The Village assumes the site, which is part of the Nankin Property, may be occupied by a 6,000-sf sit-down restaurant and a hotel with 100 rooms. Access to the site is anticipated along both East Frontage Road and Corporate Drive. A development timeline is unspecified at this time.

### **Area O Development Description**

Area O describes lands along the east side of 116th Avenue between Corporate Drive and 110<sup>th</sup> Street. The Village assumes the site may be occupied by approximately 141,200-sf of office space. All access to the site is anticipated along 116th Avenue. A development timeline is unspecified at this time.

### **Site Generated Traffic**

Analysis of the study area intersections must include the potential traffic generated by the anticipated development. Total new trips, as well as, AM and PM peak hour trips to be generated by the Riverview Corporate Park development were estimated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, Ninth Edition, 2012*. All trip information is generated based on the size and anticipated land use of the development.

### **On-Site Trip Generation**

Full development of the Riverview Corporate Park is anticipated to generate approximately 7,842 new trips during a typical weekday (24-hour period). Of those daily trips, 1,447 trips (1,144 in/304 out) are expected to occur during a typical weekday AM peak hour and 1,441 trips (492 in/949 out) are expected to occur during a typical weekday PM Peak hour.

Building A is expected to account for 439 daily trips, with 81 trips (64 in/17 out) during the typical weekday AM peak hour and 81 trips (28 in/53 out) during the typical weekday PM peak hour.

Building B is expected to account for 1,639 daily trips, with 302 trips (239 in/63 out) during the typical weekday AM peak hour and 301 trips (103 in/198 out) during the typical weekday PM peak hour.

Building C is expected to account for 2,511 daily trips, with 463 trips (366 in/97 out) during the typical weekday AM peak hour and 461 trips (158 in/304 out) during the typical weekday PM peak hour.

Building D is expected to account for 259 daily trips, with 48 trips (38 in/10 out) during the typical weekday AM peak hour and 48 trips (16 in/31 out) during the typical weekday PM peak hour.

Building E is expected to account for 2,995 daily trips, with 553 trips (437 in/116 out) during the typical weekday AM peak hour and 550 trips (188 in/362 out) during the typical weekday PM peak hour.

#### **Proposed Development Access**

The Riverview Corporate Park will have several access points to the existing roadway network. A preliminary site plan is included in Exhibit 1-2.

Buildings A and B will be accessed via an extension of 116<sup>th</sup> Avenue. A new cul-de-sac road (111<sup>th</sup> Street) will run between the buildings with two driveways accessing each building. Building B will have a third driveway access from the 116<sup>th</sup> Avenue cul-de-sac. Building A will have 171 parking stalls and 10 loading docks. Building B will have 209 parking stalls and 40 loading docks. Further discussion of this access can be found in Appendix C.

Buildings C and D will be accessed via East Frontage Road. A new cul-de-sac road will run between the two buildings with three driveways accessing each building. Building C will have a fourth driveway with direct access to East Frontage Road. Building C will have 252 parking stalls and 60 loading docks. Building D will have 162 parking stalls and 8 loading docks.

Building E will be accessed via East Frontage Road and CTH ML. One driveway will have direct access to East Frontage Road and two driveways will have direct access to CTH ML. Building E will have 411 parking stalls and 60 loading docks.

This study will only include analysis of the new access locations to East Frontage Road and CTH ML provided for Buildings C, D, and E, but trips generated by Buildings A and B will be included in the analysis. Internal circulation was not included in the analysis. The new access locations included in the analysis are:

- Buildings C and D North Driveway to East Frontage Road
- Buildings C and D South Driveway (cul-de-sac) to East Frontage Road
- Building E North Driveway to East Frontage Road
- Building E West Driveway to CTH ML
- Building E East Driveway to CTH ML

The following describes the study area roadways. The existing geometrics of the study area intersections are shown in Exhibit 1-3 and the existing traffic volumes are shown in Exhibit 1-4.

West Frontage Road is a two-lane undivided local roadway with gravel shoulders and a 45-mph speed limit. North of the study area the roadway is primarily undeveloped agricultural land with a corporate headquarters office building. Within the study area the adjacent land houses a seasonal multipurpose recreational facility. South of the study area the adjacent lands are developed with light industrial, manufacturing, warehousing, auto mobile care centers, and gasoline service stations.

East Frontage Road is a two-lane undivided local roadway with gravel shoulders and a 45-mph speed limit. North of the study area the roadway is developed with a factory outlet center, fast food restaurants, hotels, and office buildings. Within the study area the adjacent land is undeveloped agricultural land. South of the study area is sparsely developed with single family homes and highway maintenance facility.

CTH ML is a two-lane undivided county roadway with gravel shoulders and a 45-mph speed limit. Through the study area and to the east the roadway is sparsely developed with single family homes and is otherwise undeveloped woods and agricultural lands.

#### **Year 2035 Background Traffic Recommended Improvements**

Level of service (LOS) is the metric by which roadway operations are defined based on the delay/congestion experienced by users of the facility. LOS ranges from LOS A, little to no delay/congestion, to LOS F, significant delay/congestion. WisDOT southeast region practice is to maintain LOS D or better, where practical, during peak hour operations.

Based on the WisDOT southeast region guidelines to maintain LOS D at the study intersections, no improvements are required as a result of 2035 background traffic (forecast traffic plus off-site development).

#### **Year 2017 Build Traffic Recommended Improvements**

The following improvements, shown in Exhibit 1-5, are recommended to accommodate the Year 2017 build (Riverview Corporate Park Full Build) traffic volumes.

##### **West Frontage Road and CTH ML**

No improvements are expected to be necessary.

##### **East Frontage Road and CTH ML**

No improvements are expected to be necessary.

##### **East Frontage Road and Building C/D North Driveway**

Construct the stop controlled east leg of the intersection with a shared left and right turn lane. Construct a designated southbound left turn lane on East Frontage Road.

##### **East Frontage Road and Building C/D South Driveway**

Construct the stop controlled east leg of the intersection with a shared left and right turn lane. Construct a designated southbound left turn lane on East Frontage Road.

#### **East Frontage Road and Building E North Driveway**

Construct the stop controlled east leg of the intersection with a shared left and right turn lane. Construct a designated southbound left turn lane on East Frontage Road.

#### **CTH ML and Building E West Driveway**

Construct the stop controlled north leg of the intersection with a shared left and right turn lane.

#### **CTH ML and Building E East Driveway**

Construct the stop controlled north leg of the intersection with a shared left and right turn lane.

#### **Year 2035 Build Traffic Recommended Improvements**

Based on the WisDOT guidelines to maintain LOS D at the study intersections, no improvements are required as a result of 2035 build traffic (forecast traffic plus off-site development plus on-site development).

#### **Conclusion**

Analysis of the study intersections shows that the intersections should operate safely and efficiently with the identified recommended improvements.

### **1.3 Chapter 1 Exhibits**

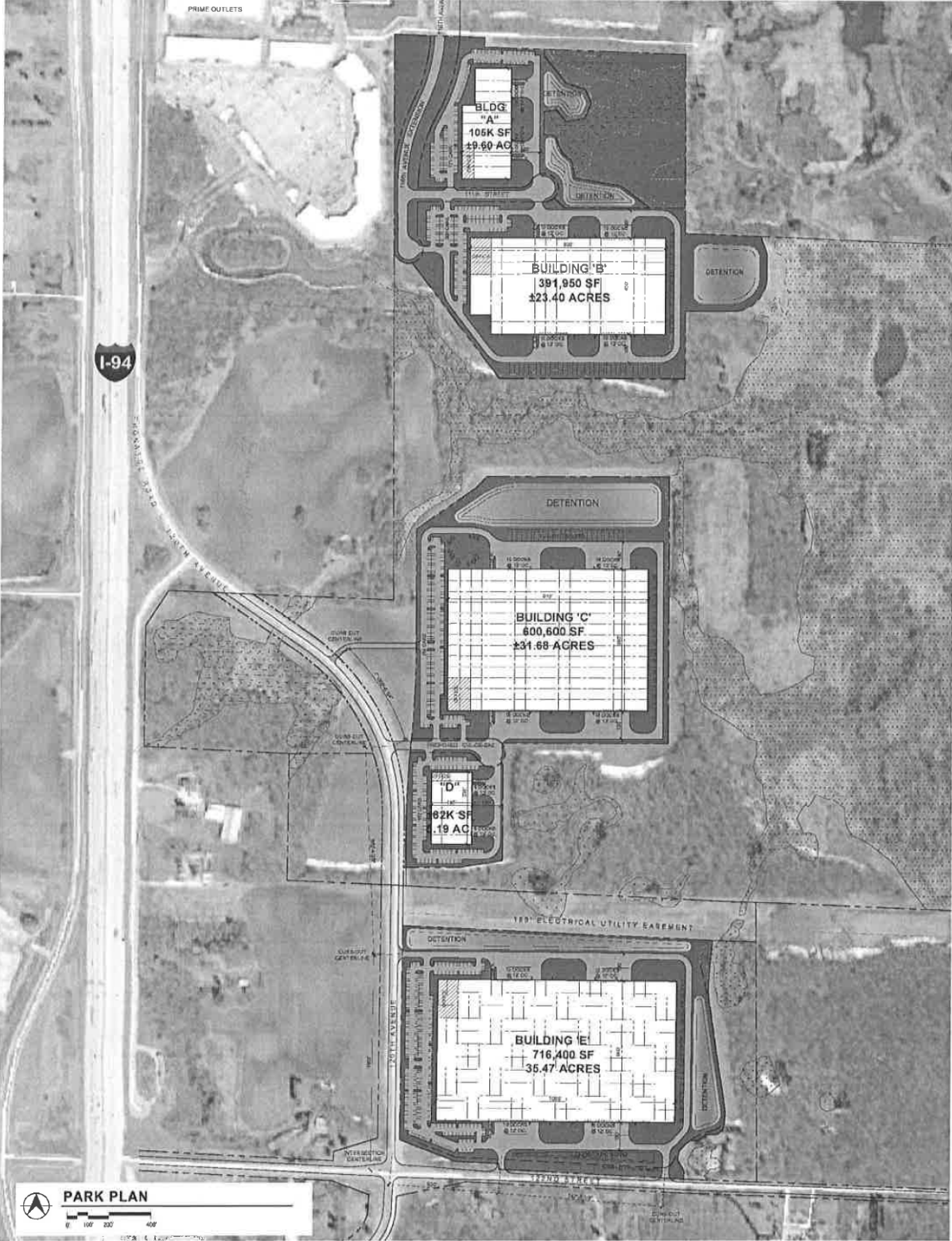




# Riverview Corporate Park Traffic Impact Analysis

## Conceptual Site Plan

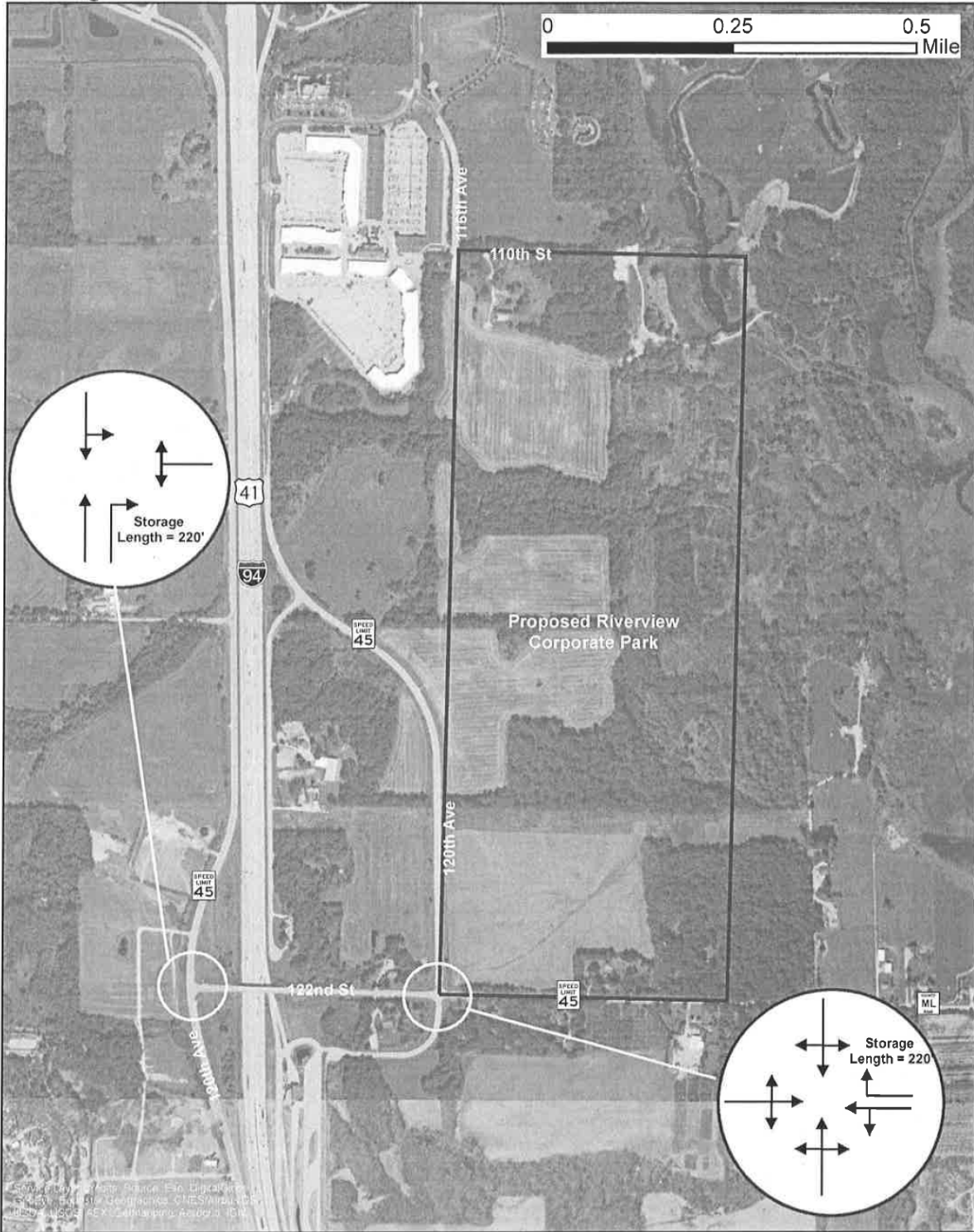
## Exhibit 1-2



# Riverview Corporate Park Traffic Impact Analysis

Existing Facilities

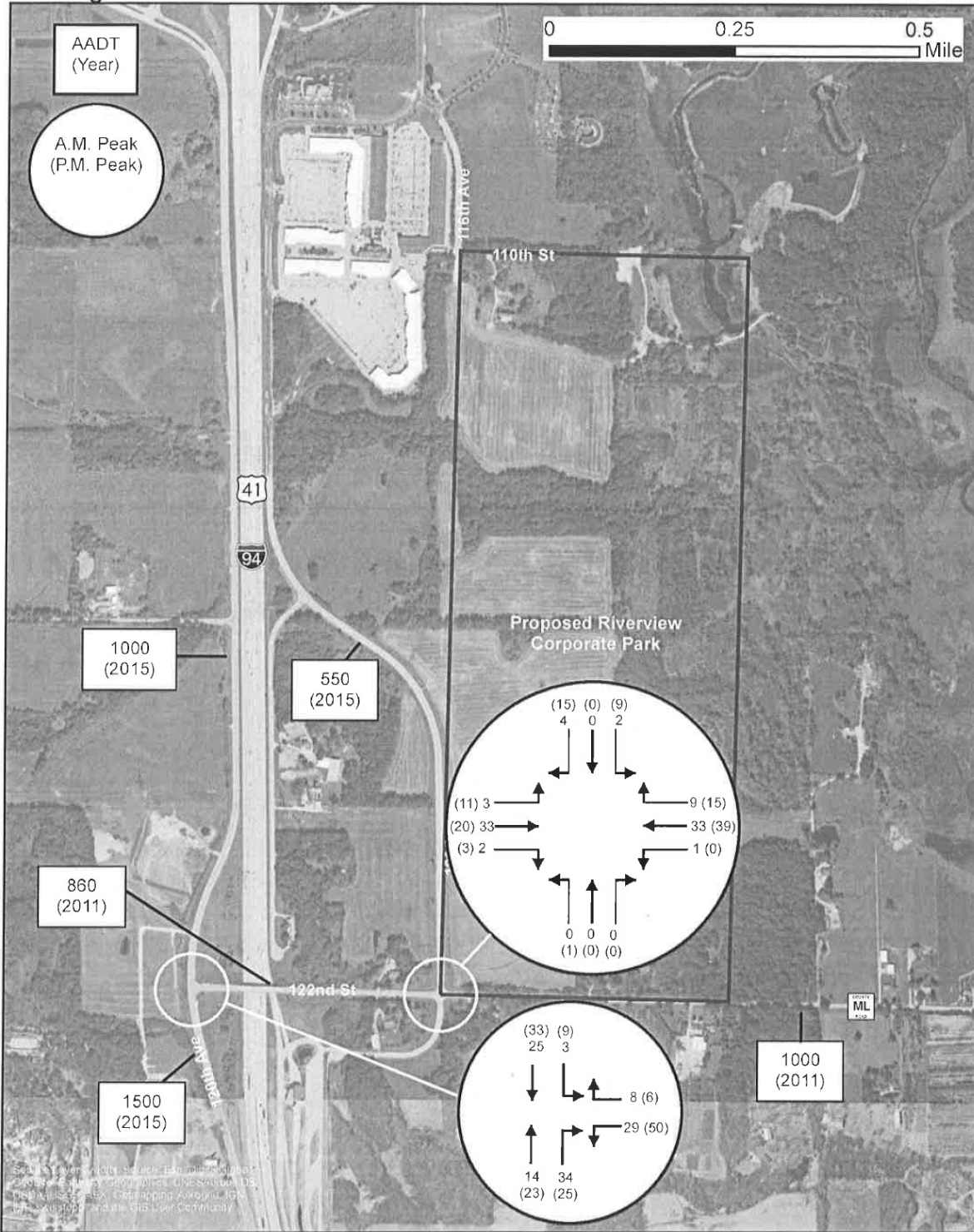
Exhibit 1-3



# Riverview Corporate Park Traffic Impact Analysis

Existing Volumes

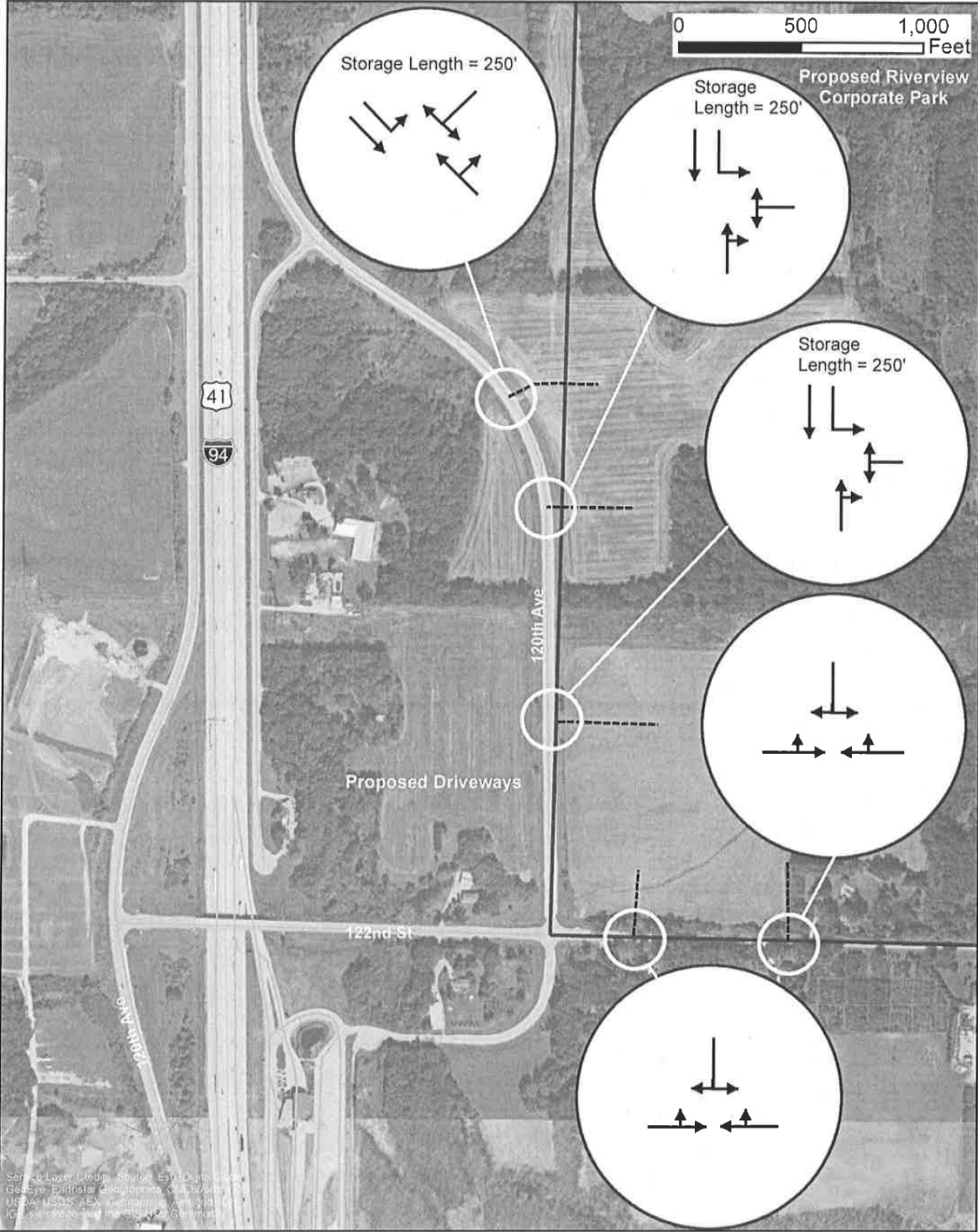
Exhibit 1-4



# Riverview Corporate Park Traffic Impact Analysis

## Proposed Improvements

## Exhibit 1-5



## EXHIBIT G

### DEVELOPER FUNDED PROJECTS

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 (1,20')	516,92	516,92	-	-
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>2,053,45</b>
<b>Subtotal Sanitary Sewer</b>	<b>4,502,88</b>	<b>4,52,88</b>	<b>-</b>	<b>-</b>
<b>Offsite Improvements</b>				
Proposed Offsite Village Road Improvement Share (Roundabout and Lift Station)	1,742,00	-	-	1,742,00
<b>Subtotal Offsite Improvements</b>	<b>1,742,00</b>	<b>-</b>	<b>-</b>	<b>1,742,00</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>1,82,035</b>	<b>1,589,116</b>	<b>-</b>	<b>230,919</b>
<b>Subtotal Sitework, Grading and Stormwater</b>	<b>7,257,208</b>	<b>2,564,178</b>	<b>2,325,25</b>	<b>2,367,78</b>

**EXHIBIT H**

**FORM OF PUBLIC DEVELOPER WORK LETTER OF CREDIT**

*This letter of credit must appear on official bank letterhead.*

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Draft \_\_\_\_\_

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

**BENEFICIARY:**

Village of Pleasant Prairie  
9915 39th Avenue  
Pleasant Prairie, WI 53158  
Attention: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_  
\_\_\_\_\_

**EXPIRATION DATE:**

\_\_\_\_\_, 20\_\_ (minimum of \_\_\_\_\_ years)

Gentlemen:

We hereby establish and open our Irrevocable Letter of Credit No. \_\_\_\_\_ in favor of the Village of Pleasant Prairie, Wisconsin (the "Village"), for the account of \_\_\_\_\_ (the "Customer"), which is available at sight upon presentation of the Village's draft(s), up to the total amount of

\_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_), drawn upon \_\_\_\_\_ and bearing the clause "Drawn Under Irrevocable Letter of Credit No. \_\_\_\_\_, Dated \_\_\_\_\_, 200\_\_." Partial drawings are allowed under this Letter of Credit.

Each draft of the Village under this Letter of Credit shall be accompanied by the following documents:

- (1) A copy of this Letter of Credit and any subsequent amendments; and
- (2) An affidavit of the Village President or Village Administrator, duly signed and sworn to before a notary public and attested by the Village Clerk, stating that the Village Board of Trustees, at a meeting duly held on a specified date, duly approved a draft upon this Letter of Credit in the specified amount. The acceptable form of such an affidavit is attached as Exhibit 1 and is incorporated herein by reference.

This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_. Any remaining balance of this Letter of Credit shall no longer be available for draft after such date. Any request by the Village for the cancellation of this Letter of Credit shall be made in writing and shall be accompanied by the following documents:

- (1) The original of this Letter of Credit and any subsequent amendments; and
- (2) An affidavit of the Village President or Village Administrator, duly signed and sworn to before a notary public and attested by the Village Clerk, stating that the Village Board of Trustees, at a meeting duly held on a specified date, duly approved the reduction of this Letter of Credit.

The acceptable form of such an affidavit is attached as Exhibit 2 and is incorporated herein by reference.

Each draft of the Village and any request of the Village for cancellation of this Letter of Credit shall be presented, with the required accompanying documents, at our offices at \_\_\_\_\_, Attention: \_\_\_\_\_, or at any successor office.

This Letter of Credit sets forth in full our undertaking. Such undertaking shall not in any way be modified, amplified, limited or interpreted by reference to any other document, instrument or agreement. Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590.

Very truly yours,

By: \_\_\_\_\_  
Signature of Authorized Officer  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature of Attesting Officer  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_



AFFIDAVIT ACCOMPANYING DRAFT UNDER IRREVOCABLE  
LETTER OF CREDIT NO. \_\_\_\_\_, DATED \_\_\_\_\_, 200\_

STATE OF WISCONSIN )  
  )SS:  
COUNTY OF KENOSHA)

\_\_\_\_\_, being first duly sworn on oath, deposes and says as follows:

1. I am the Village \_\_\_\_\_ of the Village of Pleasant Prairie, Wisconsin. (The "Village").
2. The Village Board of Trustees, at a meeting duly held on the \_\_\_ day of \_\_\_\_\_, \_\_\_ duly approved a draft upon \_\_\_\_\_ Irrevocable Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

\_\_\_\_\_  
Village \_\_\_\_\_,  
Village of Pleasant Prairie

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk,  
Village of Pleasant Prairie

CERTIFICATE FOR REDUCTION TO THE LETTER OF CREDIT

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Reduction Certificate No. \_\_ to Letter of Credit  
Applicant: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn on oath, deposes and says as follows:

1. I am the Village Clerk of the Village of Pleasant Prairie, Wisconsin (the "Village").
2. The Village Board of Trustees, at a meeting duly held on the \_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly approved an irrevocable reduction to the Maximum Amount of this Letter of Credit, by the amount of USD \_\_\_\_\_.

Village of Pleasant Prairie

\_\_\_\_\_  
Signature of the Village Clerk

Subscribed and sworn to before me,  
this day \_\_ of \_\_\_\_\_, \_\_\_\_\_.

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

n:\cd\planner\develop\ltrcred  
1/1/2000  
rev. 1/1/06  
rev. 2/15/10

## EXHIBIT I

### FORM OF PUBLIC DEVELOPER WORK PROJECT BOND

KNOW ALL MEN BY THESE PRESENTS: That Riverview Group, LLC, whose address is 9500 Bryn Mawr, Suite 340, Rosemount, IL 60018, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and fully authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto the Village of Pleasant Prairie, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the Village, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus 10 percent of the stated penal sum as an additional sum of money representing additional court expenses, and attorneys' fees arising out of or connected with the below identified obligations, in lawful money of the United States, to be paid in Kenosha County, Wisconsin, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE OBLIGATION TO PAY SAME is conditioned as follows:

WHEREAS, the Principal has entered into a Development Agreement dated \_\_\_\_\_ with the Village for the development of real estate located in the Village of Pleasant Prairie and County of Kenosha, Wisconsin (hereinafter called the "Development"); and

WHEREAS, in accordance with the applicable subdivision and development regulations of the Village, Principal has entered into a private development contract dated \_\_\_\_\_, for construction of certain public improvements (to be dedicated to the Village for the benefit of the Development and surrounding properties); and

WHEREAS, in the event of bankruptcy, default or other nonperformance by Principal, claims against Principal or the Development may be left without adequate satisfaction.

NOW, THEREFORE, if the Principal shall well, faithfully and timely make payment to the construction contractor for work properly performed under the aforementioned private development contract in accordance with the terms and conditions of said contract for payment, and, if Principal shall fully indemnify and save harmless the Village from all costs and damages which the Village may suffer by reason of failure to make payment and shall fully reimburse and repay the Village all outlay and expense which the Village may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that this Bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the aforementioned contract, but in no event shall a change order,

supplemental agreement or amendment which reduces the contract price decrease the penal sum of this Bond.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Kenosha County, State of Wisconsin.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract for public improvements for the benefit of the Development shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of the time, alteration or addition to the terms of such contracts.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_ copies, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL

**RIVERVIEW GROUP, LLC**

an Illinois limited liability company

**BY: CV-Riverview LLC,**

an Illinois limited liability company,  
its Manager

**BY: VENTURE ONE PROPERTIES 2, LLC,**

an Illinois limited liability company,  
its Manager

By: \_\_\_\_\_  
Mark B. Goode  
its Manager

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

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

STREET ADDRESS: \_\_\_\_\_

**EXHIBIT J**

**FORM OF MRO**

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

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
1	January 1, 20__	Principal Amount as defined herein

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

This MRO has been issued to finance a project within the Village’s Tax Incremental District No. 7 (“TID No. 7”), pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described. The “**Principal Amount**” of this MRO shall be a principal amount equal to the ACTUAL AMOUNT OF Developer’s previous expenditures as of each October 1 through and including October 1, 2028 to pay for the Developer Funded Public Project Costs minus principal amounts previously paid to Developer under this MRO as set forth in Section V. of that certain Development Agreement dated as of \_\_\_\_\_, 2018, between the Village and Developer (the “**Development Agreement**”) but not to exceed (i) \$18,256,896.00 plus (ii) the amount of the Developer Payments (as defined in the Development Agreement) actually paid by Developer and minus (a) the amount of any Kenosha County Contribution (as defined in the Development Agreement) and minus (b) the amount of any TEA Grant (as defined in the Development Agreement) or such lesser amount as provided in Section V of the Developer Agreement. The Principal Amount shall be determined initially as of the October 1 preceding the date of issuance of this MRO based on the actual expenditures of the Developer Funded Project Costs and Developer Payments paid by the Developer as of that date, and shall be redetermined as of October 1 of each subsequent year, pursuant to the procedure set forth in Section V of the Development Agreement and shall be effective as of the following January 1. A final determination of the Principal Amount of the MRO shall be made as of October 1, 2028, as provided in Section V. of the Development Agreement. For each Interest Year (defined below), interest shall accrue only on the outstanding Principal Amount of the MRO determined as of the first day of that Interest Year. The outstanding Principal Amount of the MRO as of any date shall be reduced by the amount of any principal payments previously made on the MRO. For purposes of this MRO, “**Interest Year**” shall mean the one year period commencing on each January 1 and ending on the following December 31. This MRO is issued

pursuant to the terms and conditions of the Development Agreement. This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from MRO Available Project Increment (as defined in the Development Agreement) generated by TID No. 7 and appropriated by the Village Board to the payment of this MRO (the “**Revenues**”). This MRO shall bear interest from the Date of Original Issuance at a rate of seven percent (7%) per annum compounded annually. This MRO shall be payable as hereinafter provided in payments equal to the amount of the MRO Available Project Increment in each year appropriated by the Village Board until the earlier of (i) the Final Payment Date (as hereinafter defined) or (ii) this MRO is paid in full. Reference is hereby made to the Development Agreement for a more complete statement of the Revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Development Agreement is incorporated herein by this reference. All capitalized terms not defined in this MRO shall have the meanings provided in the Development Agreement.

The Village shall, in the event and to the extent the Village has confirmed any Developer Funded Project Costs or Developer Payments as provided in Section V of the Development Agreement and subject to annual appropriation of such payment by the Village Board, pay the MRO Available Project Increment to the Developer in one annual payment applied first to interest and then to principal, on or before September 15 of each year commencing on the September 15 following the Issuance Date, and continuing to (and including) September 15, 2038 (each, a “Payment Date”). To the extent that on any Payment Date the Village is unable to make all or part of a payment of principal due on this MRO from such MRO Available Project Increment due to an absence of adequate MRO Available Project Increment, such failure shall not constitute a default under this MRO. The amount of any such deficiency shall be deferred with interest. The deferred principal and interest shall be due on the next Payment Date on which the Village has MRO Available Project Increment. If this MRO has not been paid in full by the Final Payment Date (as hereinafter defined), then the Village shall have no obligation to make further payments on this MRO. The term of this MRO and the Village’s obligation to make payments hereunder shall not extend beyond the earlier of (a) the date on which TID 7 terminates and (b) September 15, 2038 (“Final Payment Date”). The Village agrees not to terminate TID 7 in the event there is a principal balance hereunder. Upon the Final Payment Date, this MRO shall terminate and the Village’s obligation to make any payments under this MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under this MRO, after such date. This MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the MRO Available Project Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. This MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. Village staff will include the MRO Available Project Increment for the MRO in the budget submitted to the Village Board for approval, until the earliest of the Final Payment Date, the termination of the Development Agreement or this MRO, or the payment in full of this MRO as provided herein. If MRO Available Project Increment is received by the Village earlier than the first Payment Date, such increment shall be retained by the Village and applied to the first

payment subject to appropriation by the Village Board. At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

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

THE VILLAGE'S PAYMENT OBLIGATIONS HEREUNDER ARE SUBJECT TO TAX INCREMENT (AS DEFINED IN THE DEVELOPMENT AGREEMENT) OR OTHER AMOUNTS TO MAKE PAYMENTS DUE ON THIS MRO. In addition, as provided in Section V of the Development Agreement, the total amount of principal to be paid shall in no event exceed (i) \$18,256,896.00 plus (ii) the amount of the Developer Payments (as defined in the Development Agreement) actually paid by Developer and minus (a) the amount of any Kenosha County Contribution (as defined in the Development Agreement) and minus (b) the amount of any TEA Grant (as defined in the Development Agreement). In the event that Kenosha County constructs the roadway Developer Funded Project to 122nd Street (County Highway ML), rather than the Developer, the cost of such construction by Kenosha County shall reduce the outstanding principal balance of the MRO. When that amount of Revenue has been appropriated and applied to payment of principal of this MRO, this MRO shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. The Village may suspend its obligation to make payments on this MRO as provided in Section IX.B.1 of the Development Agreement while Developer is in default under the Development Agreement.

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

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

This MRO may be transferred or assigned, in whole or in part, only with the consent of the Village. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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

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

VILLAGE OF PLEASANT PRAIRIE

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

Attest: \_\_\_\_\_  
Jane C. Snell, Village Clerk



**EXHIBIT K**

**FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT**

**[See attached]**

Document Number

Document Title

**MEMORANDUM OF DEVELOPMENT  
AGREEMENT BETWEEN THE VILLAGE  
OF PLEASANT PRAIRIE AND VENTURE  
ONE REAL ESTATE, LLC**

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT** ("Memorandum") is made by the **Village of Pleasant Prairie**, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 and **Riverview Group, LLC**, an Illinois limited liability company (the "Developer"), with a business address of 9500 Bryn Mawr, Suite 340, Rosemont, Illinois 60018, for the purposes set forth in the Development Agreement dated \_\_\_\_\_, 2018 between the **Village of Pleasant Prairie** and **Riverview Group, LLC**, an Illinois limited liability Company ("Development Agreement") on file with the Village.

Recording Area

Name and Return Address

Village Of Pleasant Prairie  
9915 39th Avenue  
Pleasant Prairie, WI 53158

**WITNESSETH:**

Parcel Identification Number (PIN)

1. The Developer and the Village have entered into the Development Agreement regarding the development of buildings (the "State Line 94 Corporate Park") on certain real property located within the Village, the legal description which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Property"). A copy of the Development Agreement which details certain required construction activities, responsibilities and obligations of all parties for the development of the Property is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans, profiles and specifications relating to such construction, all of which are a part of or provided for in the Development Agreement.
2. The Development Agreement has provided, among other things, the following:
  - a. The Developer has undertaken certain obligations under the Development Agreement to have approved and to perform the Developer Work (as such term is defined in the Development Agreement) as required by the Development Agreement.
  - b. The Developer has agreed to provide Irrevocable Letters of Credit or Payment and Performance Bonds to the Village as financial security for certain of the Developer's obligations under the Development Agreement.

c. The Developer has made various representations, warranties and indemnities in the Development Agreement regarding, among other things, the condition of the Property and the state of title of the Property.

d. The Developer has agreed to construct certain improvements on the Property within the timelines provided in the Development Agreement.

3. The Development Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer, and their respective successors and assigns as to the Development Agreement.

4. The Development Agreement is enforceable against Developer and its successors and assigns, including, but not limited to, successor owners of the Property.

5. This Memorandum is intended for notice purposes only and is not a complete summary of the Development Agreement. The provisions of this Memorandum shall not be used in interpreting the Development Agreement. In the event of any conflict between this Memorandum and the Development Agreement, the Development Agreement shall control.

**IN WITNESS WHEREOF**, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

**[SIGNATURES CONTINUED ON NEXT PAGES]**

**VILLAGE OF PLEASANT PRAIRIE,**

a Wisconsin municipal corporation

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

Name: John P. Steinbrink

Title: Village President

ATTEST:

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

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN )

)

ss.

COUNTY OF KENOSHA )

This Memorandum was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, of the Village of Pleasant Prairie.

\_\_\_\_\_  
Jean M. Werbie-Harris, Notary Public,  
Kenosha County, Wisconsin  
My Commission Expires \_\_\_\_\_

**RIVERVIEW GROUP, LLC,**  
an Illinois limited liability company

**BY: CV-Riverview, LLC,**  
an Illinois limited liability company,  
its Manager

**BY: VENTURE ONE PROPERTIES 2 LLC,**  
an Illinois limited liability company,  
its Manager

By: \_\_\_\_\_  
Mark B. Goode  
its Manager

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

This Memorandum was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by the above-named Mark B. Goode, the Manager of Venture One Properties 2 LLC, an Illinois limited liability company (“V1”), V1 being the Manager of CV-Riverview, LLC, an Illinois limited liability company (“CVR”), and CVR being a Manager of Riverview Group, LLC, an Illinois limited liability company, and to me known to be the person who executed the foregoing instrument, and acknowledged the same on behalf of both of the three (3) aforesaid limited liability companies.

\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_ County, \_\_\_\_\_  
Commission: \_\_\_\_\_

This Memorandum Agreement Drafted by:

Scott L. Langlois  
Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, WI 53202

## EXHIBIT A

### LEGAL DESCRIPTION

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

COMMENCING AT THE CORNER COMMON TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 85.06 FEET AND TO THE POINT OF BEGINNING OF THE PROPERTY TO BE HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 44 MINUTES EAST ALONG AND UPON THE SOUTH LINE OF SAID SECTION 30, 1138.94 FEET AND TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 3 DEGREES 04 MINUTES WEST ALONG AND UPON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS THE SAME WAS PREVIOUSLY DEFINED IN OLDER SURVEYS), 2636.8 FEET AND TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 (AS ESTABLISHED IN A 1950 SURVEY BY FORMER COUNTY SURVEYOR, H.S. SOUTHMAYD); THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ALONG AND UPON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, 1331.1 FEET AND TO THE CENTER OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 59 MINUTES EAST ALONG AND UPON THE NORTH AND SOUTH 1/4 LINE THROUGH SAID SECTION 30, 880.0 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS EAST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 2650.0 FEET AND TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 24 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 441.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1322.75 FEET AND TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 2 DEGREES 43 MINUTES 30 SECONDS EAST ALONG AND UPON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1323.0 FEET AND TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 3 DEGREES 08 MINUTES EAST ALONG AND UPON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1340.0 FEET AND TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1314.5 FEET AND TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST ALONG AND UPON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 1805.13 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, 591.0 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS WEST PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 659.92 FEET AND TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY "94"; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 285.56 FEET AND TO A JOG IN SAID LINE; THENCE SOUTH 87 DEGREES 54 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 20.00 FEET; THENCE NORTH 2 DEGREES 05 MINUTES 40 SECONDS WEST ALONG AND UPON SAID RIGHT-OF-WAY LINE, 446.0 FEET AND TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART CONVEYED BY WARRANTY DEED DATED APRIL 7, 1988 AND RECORDED APRIL 8, 1988 IN VOLUME "1307" RECORDS, PAGE 97, DOCUMENT NUMBER 798506, AND THAT PART DESCRIBED IN AWARD OF DAMAGES DATED NOVEMBER 8, 2001 AND RECORDED ON DECEMBER 18, 2001 AS DOCUMENT NO. 1246280,

LYING AND BEING IN THE VILLAGE OF PLEASANT PRAIRIE, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

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

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

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

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

# EXHIBIT L

## PROJECT PHASE DESCRIPTION

### Exhibit L - Phasing Work Scope Segments

Phase I - Building E
<b>Roads</b> 120th Ave North of 122nd Street to North Property Line of Building E (1,200') - <b>R1</b> Add left turn lanes-per WisDOT requirements Add 2 ea.right turn deceleration lanes and right turn acceleration lanes-per WisDOT requirements 122nd Street (ML) East of 120th Ave to Building E Eastern Property Line (1,350') - <b>R1</b> Add left turn lanes-per Kenosha County requirements Add 2 ea.right turn deceleration lanes and right turn acceleration lanes-perKenosha County requirements
<b>Sanitary Sewer</b> Install Permanent Sanitary Lift Station - <b>S1</b> Install new sanitary force main from permanent sanitary lift station(south of wetlands) north to offsite manhole at Corporate Dr (114th Ave) - <b>S1</b> Extend Gravity flow Sanitary sewer from permanent sanitary lift station south along east side of existing road to 122nd Street near Southeast corner of Building E - <b>S2 &amp; S3</b> Clear/grade 116th Ave ROW as req'd to accept new utilities
<b>Water</b> 16" Water line along the shoulder of the frontage road south from I-94 crossing at DoubleTree to North Property Line of Building E. - <b>W1, W2 &amp; W3</b> 16" Water line along the shoulder of the frontage road south from North Property Line of Building E to 122nd St (ML) and east along 122nd St to East Property Line of Building E - <b>W4 &amp; W5</b>

Phase II - Buildings C & D
<b>Roads</b> 120th Ave South of 120th Court to North Property Line of Building E (2,000') - <b>R2</b> Add turn lanes-per WisDOT requirements Add 2 ea.right turn deceleration lanes and right turn acceleration lanes-per WisDOT requirements Possible right-turn lanes at intersection of 122nd St & 120th Ave (if required by WisDOT) Add 122nd Court Cul de Sac off 120 Ave with storm sewer, water, site lighting, sidewalks, & landscaping. - <b>R2</b>
<b>Additional Items Required if Timing of Phase II occurs Prior to Phase I</b> 16" Water line along the shoulder of the frontage road south from I-94 crossing at DoubleTree to North Property Line of Building E. - <b>W1, W2 &amp; W3</b> Install Permanent Sanitary Lift Station - <b>S1</b> Install new sanitary force main from permanent sanitary lift station(south of wetlands) north to offsite manhole at Corporate Dr (114th Ave) - <b>S1</b> Extend Gravity flow Sanitary sewer from permanent sanitary lift station south along east side of existing road to near South Property Line of Building D - <b>S2</b>

Phase III - Buildings A & B (or B only)
<b>Roads</b> Pavement for 116th Ave extension and 111th Street Cul-de-Sac - <b>R3 &amp; R4</b> Sidewalks, Site Lighting, & Landscaping for 116th Ave extension and 111th Street Cul-de-Sac
<b>Storm Sewer</b> Storm Sewer for 116th Ave extension and 111th Street Cul-de-Sac
<b>Water</b> Extend water service south from offsite connection just north of property line on 116th Ave to north side of wetlands. - <b>W6</b> Include fire hydrants for length of roadside water lines
<b>Additional/Alternative Items Required if Timing of Phase III occurs Prior to Phase I or II</b> If Building A occurs first; Pavement for 116th Ave extension and 111th Street Cul-de-Sac - <b>R3 &amp; R4</b> Install gravity flow sanitary sewer from Building A north to existing sanitary manhole at 110th Street and 116th Avenue - <b>S5</b> If Building B occurs first; Pavement for 116th Ave extension and 111th Street Cul-de-Sac - <b>R3 &amp; R4</b> Install Permanent Sanitary Lift Station - <b>S1</b> Install new sanitary force main from permanent sanitary lift station(south of wetlands) north to offsite manhole at Corporate Dr (114th Ave) - <b>S1</b> Install gravity flow sanitary sewer from Building B south to new permanent lift station - <b>S4</b>

#### General Notes;

- 1 - Numbers shown in "red" above refer to individual infrastructure improvement work scope segments as depicted on Exhibits C,D and E.
- 2 - Individual work scope segments shown above shall be assumed to include all necessary, design, surveying, testing, review/permitting, grading and landscaping required to accomplish each individual work scope segment.



## EXHIBIT M

### MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this “Memorandum of Understanding”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **RIVERVIEW GROUP, LLC**, an Illinois limited liability company (the “Developer”), and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation, (the “Village”).

**WHEREAS**, the Developer and the Village entered into that certain Development Agreement dated as of \_\_\_\_\_, 2018 covering the development of certain Property located in the Village, more particularly described therein (the “Development Agreement”); and

**WHEREAS**, Section IV.A. of the Development Agreement provides that the Developer and the Village execute a Memorandum of Understanding relating to the sale of each Lot and/or the construction of each Building within the Property in the form attached to the Development Agreement as Exhibit M attached thereto; and

**WHEREAS**, this document will be the Memorandum of Understanding providing the Developer’s specific obligations for the completion of public and private infrastructure improvements in connection with the specific development of that portion of the Property legally described on Exhibit A attached hereto (the “Phase \_\_ Property”); and

**WHEREAS**, this Memorandum of Understanding will provide the Developer obligations, covenants, restrictions and easements relating to the specific development of the Phase \_\_ Property as follows;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Plans and Specifications. Developer agrees to construct the Public Infrastructure Improvements and private improvements, including Site Work and Grading, Storm Water Work, Water Work, Sanitary Sewer Work and Roadway Work, to service and benefit the Phase \_\_ Property and surrounding portions of the Property pursuant to the plans and specifications therefor attached as Exhibit B hereto and incorporated herein in accordance with the requirements set forth in the Development Agreement.

2. Easements. Developer agrees to grant to the Village and/or adjoining Property owners the easements as set forth on Exhibit C attached hereto and incorporated herein by certified survey map recorded in the Register of Deeds records

of Kenosha County, Wisconsin, in accordance with the requirements set forth in the Development Agreement.

3. Common Areas. Developer agrees to construct and dedicate to the Association the common areas depicted on Exhibit D attached hereto and incorporated herein, in accordance with the requirements set forth in the Development Agreement.

4. Landscaping. Developer agrees to provide and construct the landscaping on the Phase \_\_\_ Property and adjoining Public Infrastructure Improvements as provided on the landscaping plan for the Phase \_\_\_ Property attached hereto as Exhibit E and incorporated herein for all purposes, in accordance with the requirements of the Development Agreement.

5. Public Street Lighting, Public Street Trees and Public Street Signs. Developer agrees to construct and install the Public Street Lights, Public Street Trees and Public Street Signs as set forth on Exhibit F attached hereto and incorporated herein for all purposes in accordance with the requirements of the Development Agreement.

6. Construction Documents. Developer shall provide to the Village executed proposals, certificates of insurance and payment and performance bonds for all Public Infrastructure Improvements to be constructed upon or within the Phase \_\_\_ Property prior to the commencement of construction on the Phase \_\_\_ Property.

7. Village Charges. Developer agrees to pay all fees charged for Village services relating to the construction of the Public Infrastructure Improvements for the Phase \_\_\_ Property including, but not limited to, all field staking and other construction related services, and Village inspection fees for all Public Infrastructure Improvements. The cost estimate prepared by the Village's public works department of such costs is attached hereto as Exhibit G.

8. Governmental Approvals. Developer shall provide all required approval letters from all governmental, municipal or other agencies for the construction of the Public Infrastructure Improvements for the Phase \_\_\_ Property, including any approvals required from the State of Wisconsin Department of Transportation and/or Department of Natural Resources, Kenosha County Highway Department, Water and/or Sewer Utilities, the Southeastern Wisconsin Regional Planning Commission, the Village and/or any of its departments and any other approving agencies.

9. Definitions. Terms used herein and not otherwise defined herein shall have the same meanings as provided in the Development Agreement.

10. Ratification. All terms and conditions of the Development Agreement shall remain in full force and effect. This Memorandum of Understanding shall be interpreted as a supplement to the Development Agreement, providing more specific provisions relating to the development of the Phase \_\_\_ Property, to occur pursuant to the terms of this Memorandum of Understanding and the Development Agreement.



**VILLAGE:**

**VILLAGE OF PLEASANT PRAIRIE,**  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: John P. Steinbrink  
Title: Village President

By: \_\_\_\_\_  
Name: Jane C. Snell  
Title: Village Clerk

STATE OF WISCONSIN )  
  )  
  ) ss.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

\_\_\_\_\_  
Jean M. Werbie-Harris, Notary Public,  
Kenosha County, Wisconsin  
My Commission Expires\_\_\_\_\_

EXHIBIT A

The Phase \_\_ Property

EXHIBIT B

Plans and Specifications

EXHIBIT C

Easements

EXHIBIT D

Common Areas



EXHIBIT E  
Landscaping Plan

EXHIBIT F

Public Street Lights, Public Street Trees and Public Street Signs

EXHIBIT G

Cost Estimate

## EXHIBIT N

### PUBLIC STREET LIGHT STANDARD

Aluminum



Single or double arm,  
underground wiring. 25',  
30' and 35'

6 foot

(Double 6 foot arm  
shown)

#### LED RECTANGULAR

LOW and MED fixture available in both 300  
3000°K fixture lumens approximately 125

Lumen Output	Fixture Class	Rated Watts	Bill kV
LOW	D	44	1
MED	E	85	3
HIGH	F	124	4



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

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-35)** for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the development of the proposed Breeze Terrace Apartments generally located south of Corporate Drive and east of 116<sup>th</sup> Avenue. Specifically the 2035 Land Use Plan Map is being amended as follows: the woodland area in the northeast corner and the wetland/floodplain area in the southeastern area of the site will be located within the Primary Environmental Corridor and the wetlands within this area will be located within the field delineated wetland land use designation; the other two wetland areas in the southwestern area of the site will be located within the Park Recreation and Other Open Space with a field delineated wetland land use designations; the location of the 100-year floodplain will remain unchanged; the remainder of the area will remain in the High Density Residential land use designation; and the urban reserve designation will be removed. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan will be updated to include said amendments.

**Recommendation:** On August 13, the Plan Commission held a public hearing, adopted Plan Commission Resolution #18-19 and recommended that the Village Board approve the Comprehensive Plan Amendments as presented in the August 20, 2018 Village Staff Report.

Consider approval of a **Zoning Map and Text Amendments (Ord. #18-36 and Ord. #18-37)** for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the Breeze Terrace Apartment development (3-33 unit apartment buildings and 6-19 unit buildings for a total of 213 apartments with a club house) to be located at the on the east side of 116<sup>th</sup> Avenue south of Corporate Drive. Specifically the field delineated wetlands will be zoned C-1 Lowland Resource Conservancy District, the woodlands to remain will be zoned C-2, Upland Resource Conservancy District, the remainder of the property will be zoned R-11, Multi-family Residential District and the entire property will be rezoned PUD, Planned Unit Development Overlay District. The FPO, Floodplain Overlay District will remain unchanged. In addition, a specific PUD Ordinance for said development will be created.

**Recommendation:** On July 23, 2018, the Plan Commission held a public hearing and recommended that the Village Board approve the Zoning Map and Zoning Text Amendments subject to Village Staff Report of August 20, 2018.

Consider the request of request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for approval of a **Certified Survey Map and Memorandum of Understanding** for the proposed Breeze Terrace Apartments development generally located on the east side of 116<sup>th</sup> Avenue south of Corporate Drive.

**Recommendation:** Plan Commission recommends that the Village Board conditionally approve the **Certified Survey Map and Memorandum of Understanding**, subject to this Village Staff Report of August 20, 2018.

## VILLAGE STAFF REPORT OF AUGUST 20, 2018

Consider approval of a **Comprehensive Plan Amendment (Ord. #18-35)** for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the development of the proposed Breeze Terrace Apartments generally located south of Corporate Drive and east of 116<sup>th</sup> Avenue. Specifically the 2035 Land Use Plan Map is being amended as follows: the woodland area in the northeast corner and the wetland/floodplain area in the southeastern area of the site will be located within the Primary Environmental Corridor and the wetlands within this area will be located within the field delineated wetland land use designation; the other two wetland areas in the southwestern area of the site will be located within the Park Recreation and Other Open Space with a field delineated wetland land use designations; the location of the 100-year floodplain will remain unchanged; the remainder of the area will remain in the High Density Residential land use designation; and the urban reserve designation will be removed. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan will be updated to include said amendments.

Consider approval of a **Zoning Map and Text Amendments (Ord. #18-36 and Ord. #18-37)** for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the Breeze Terrace Apartment development (3-33 unit apartment buildings and 6-19 unit buildings for a total of 213 apartments with a club house) to be located at the on the east side of 116<sup>th</sup> Avenue south of Corporate Drive. Specifically the field delineated wetlands will be zoned C-1 Lowland Resource Conservancy District, the woodlands to remain will be zoned C-2, Upland Resource Conservancy District, the remainder of the property will be zoned R-11, Multi-family Residential District and the entire property will be rezoned PUD, Planned Unit Development Overlay District. The FPO, Floodplain Overlay District will remain unchanged. In addition, a specific PUD Ordinance for said development will be created.

Consider the request of Francis Brzezinski, agent on behalf of Interstate Partners II- WI LLC, for approval of a **Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement** for the proposed Breeze Terrace Apartments development generally located on the east side of 116<sup>th</sup> Avenue south of Corporate Drive.

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

*The developer is requesting approval of the following items for the Breeze Terrace Apartment development: Certified Survey Map; Memorandum of Understanding; Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement; Zoning Map and Zoning Text Amendments (including the Residential Development Plans), Comprehensive Plan Amendments for the proposed Breeze Terrace Apartment development.*

**Previous Approvals:** On May 7, 2018, the Village Board approved the following items:

- Comprehensive Plan Amendments (Ord. #18-18) to amend a portion of the Lakeview West Neighborhood Plan and to amend the 2035 Comprehensive Land Use Plan Map 9.9 to change the land use plan from the Freeway Office Commercial land use designation to High Density Residential with an Urban Reserve land use designated 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 and 92-4-122-302-0162 to accommodate 213 multi-family residential apartment units in nine (9) buildings to be known as Breeze Terrace. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan was updated to reference said changes to the Land Use Plan Map 9.9.
- Conceptual Plan 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.

**Discontinuance (Vacation) of 110<sup>th</sup> Street right-of-way:** The request for the discontinuance (vacation) of 110<sup>th</sup> Street right-of-way located to the south of the development has been submitted and the Village Board approved an initial Resolution to initiate the 110<sup>th</sup> Street vacation process on July 2, 2018. The required public hearing is being held at tonight's meeting (August 20, 2018). Upon the vacation of the right-of-way, this land will be part of this development, since the land was dedicated for 110<sup>th</sup> Street right-of-way by the previous landlord when the two affected parcels were created in the 1990's.

**Environmental Features:** There are four (4) small wetlands (totaling 0.55 acre) on the properties that have been field delineated as wetlands on April 21, 2016 by Dave Meyer of Wetland and Waterway Consulting. The wetlands on the site will be preserved and protected and will be rezoned into the C-1, Lowland Resource Conservancy District as further described below. In addition, as shown on the tree survey, a small portion of the trees within the Primary Environmental Corridor (PEC) are proposed to be removed to allow for the development. The woodlands that will remain (132,559 sq. ft. or 3 acres) and the existing 100-year floodplain (7,615 sf ft. or 0.18 ac.) on the eastern side of the site will remain protected. The woodlands will be rezoned C-2, Upland Resource Conservancy District and the 100-year floodplain will remain in the FPO, Floodplain Overland District as discussed below.

**Certified Survey Map.** The CSM will combine the properties and dedicate all required easements and additional 116<sup>th</sup> Avenue right-of-way and specify restrictive covenants for the development. Additional changes to be made to the CSM include the following dedicated easements and related dedication and easement language: 1) adding a Dedicated 20' Sanitary Sewer, Access and Maintenance Easement over the existing General Utility Easement running parallel to 116<sup>th</sup> Avenue, 2) adding a Dedicated 10' Landscaping, Access and Maintenance Easement adjacent to the 20' Sanitary Sewer Easement, and 3) adding a 20' sanitary sewer access and maintenance to the west side of the site.

The 20' Dedicated Sanitary Sewer, Access and Maintenance Easement will be for the installation and maintenance of a future sanitary sewer force main that will be required to be extended in the proposed 20' Sanitary Easement to service the Stateline 94 development located south of 110<sup>th</sup> Street. As a part of the approved landscaping for the development, the Breeze Terrace developer will be responsible for trimming all dead branches of the existing trees and re-mulching around all of the trees within the 20' Easement and removing all of the dead trees that are marked with ribbons. The dead trees that are removed shall be replaced with new trees outside of the 20' Easement and within the 10' landscaping easement area. The newly planted evergreen and deciduous trees shall be a minimum of 3" caliper and 8 feet in height on the berm area at the time of planting. (A Landscape Plan shall be provided for the Village's for review and approval which details these plantings.)

The Stateline 94 developer shall be responsible for the costs associated with their removing and replacing any trees that are in conflict with the future sanitary sewer force main installation shall be the responsibility of the developer to replace and removed trees within the easement area. The replanted evergreen and deciduous trees shall be a minimum of 3" caliper and 8 feet in height at the time of planting, in the landscaped berm area. (A Landscape Plan shall be provided for the Village's for review and approval which details these plantings.)

**Public/Private Improvements:** All required public and private improvements shall be made by the Developer, at the Developer's expense. The development shall be serviced by private sanitary sewer and municipal water from the municipal mains 116<sup>th</sup> avenue. In addition private storm sewer and on-site storm water retention facility shall be provided.

The **attached** Memorandum of Understanding (MOU) related to the public related improvements for the project shall be executed prior to the issuance of any permits. In general the MOU outlines the timing of the public improvements required to be installed with this development.

- The Village, at the Developer's cost, shall install the deferred 116<sup>th</sup> Avenue public sidewalks/restoration adjacent to the Developer's frontage in conjunction with the

completion of the Village's future 116<sup>th</sup> Avenue roundabout roadway improvements. The Village will notify the Developer regarding the timing of the Village's required public sidewalk installation and site restoration.

- The Village, at the Developer's cost, shall install the deferred 116th Avenue public street lights in conjunction with the completion of the future Village's 116th Avenue roundabout roadway improvements. The Village will notify the Developer regarding the timing of the Village's required public street lights installation and site restoration.

**TID #2:** The Breeze Terrace development 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.

**TID #5, Amendment 1:** The Breeze Terrace development, along with all of the adjacent commercial and industrial land uses will also be a beneficiary of TID #5, Amendment 1, LakeView West Roundabout and lift station improvements. The new sanitary sewer lift station and related improvements will be constructed 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 costs associated with the new STH 165 lift station will be a part of the TID 5 improvement costs. However, the owner/developer will be responsible for their fair share of the cost for the required roundabout improvements. **Attached** is a draft Waiver of Special Assessment Notice and Hearing that will need to be finalized, executed and recorded at the Kenosha County Register of Deeds Office (recording fees to be paid by Developer). The estimated assessment for the Lakeview West roundabout and other improvements for Breeze Terrace is \$177,000.

**Deed Restriction regarding shooting.** The adjacent property to the east has executed a deed restriction to restrict hunting/shooting within 60 feet of his western lot line, east of the Breeze Terrace development. The deed restriction has been reviewed by the Village Attorney and it acceptable as presented. The restriction shall be recorded at the Kenosha County Register of Deeds Office and a recorded copy shall be provided to the Village prior to issuing of any permits.

**Residential Development Plans:** The Breeze Terrace Apartment development will be on 17.9 acres (including the 110<sup>th</sup> Street vacation area) with approximately 63% of the site or 11.32 acres of the site will remain in open space. The open space includes 3 acres of woodland area in the primary environmental corridor, 0.55 acres of wetlands and 0.18 ac. acres of 100-year floodplain. (Note the area in the floodplain is also wetlands and a small wetland area is located within the woodlands area.) In addition, the required stormwater facilities are located within the open space area.

The development will provide the following two different multi-family building types:

- 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 units range in size from 751 square feet to 1,134 square feet.
- 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 units range in size from 780 square feet to 1,264 square feet.
- A clubhouse building is proposed at the main entrance of the site.

The entire development is proposed to be fenced with a gated with a secured entry adjacent to the club house and a second gated emergency access is to be located further south from 116<sup>th</sup> Avenue.



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, with no subsidized housing.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for a 1 bedroom unit is 1.5 spaces for each unit with 50% with an enclosed structure and the minimum parking spaces for a 2 bedroom unit is 2.5 spaces for each unit with 75% of the spaces shall be within an enclosed garage structure. In addition, 1 space for every 8 units for guest parking and the required handicapped accessible parking spaces per the state code. Parking spaces behind garages are not counted in the minimum parking requirements.

- 141-1 bedroom units require 212 parking spaces (106 required to be enclosed)
- 72-2 bedroom units require 180 parking spaces (135 required to be enclosed)
- Guest Parking: 29 parking spaces
- Handicapped accessible parking spaces: 10 spaces

Based on the foregoing, 431 parking spaces are required of which 241 spaces are required to be enclosed. The Development includes 356 parking spaces of which 213 parking spaces are enclosed (1 per unit) and 12 handicapped accessible parking. In addition to the 356 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings. The Developer believes that the parking as shown is adequate for development as proposed. The parking totals on the plans are not correct. There shall be no construction or development related parking on 116<sup>th</sup> Avenue.

**Digital Securing Imaging Systems (DSIS):** The DSIS Agreement and DSIS Easement were conditionally approved by the Plan Commission at their July 23, 2018 meeting. The following changes and information shall be submitted so that the Agreement and Easement can be finalized: plans need to show current conditions of site; cameras are required for underground parking entrances as it is a point of entry; and elevator cameras are also required. The documents shall be finalized and executed prior to the issuance of any permits. The DSIS System shall be operational, inspected and approved by the Village IT Department prior to occupancy of any apartment buildings/units within the Development.

**Zoning Map Amendments (Ord. #18-36).** : The properties are currently zoned B-5, Freeway Office District, C-1, Lowland Resource Conservancy District, C-2, Upland Resource Conservancy District and FPO, Floodplain Overlay District.

The properties are proposed to be rezoned as follows:

- The wetlands as field delineated on the properties and within the right-of-way proposed to be vacated will be rezoned into the C-1 District.
- The woodland areas being preserved in the northeast corner of the site (excluding the wetland area) will be rezoned into the C-2 District.
- The remainder of the properties including the right-of-way area to be vacated will be rezoned into the R-11, Multi-Family Residential District.
- The location of the 100-year floodplain will remain unchanged and will remain within the FPO District.
- The properties will be rezoned into the PUD, Planned Unit Development Overlay District.

**Zoning Text Amendment (Ord. #18-37).** Developing the apartment buildings and clubhouse as a Planned Unit Development (PUD) allows for flexibility with some of the requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The PUD also references the detailed Residential Development Plans to include the site/civil plans, architectural plans for all of the buildings, Landscaping Plan, Lighting Plan (including parking lot photometric

plan) for the development. The **attached** PUD Ordinance includes the following items dimensional variations:

- To increase the residential net density from 9.6 to 21.1 units per acres;  
*[Net Residential Density is calculated by the total number of units divided by the lands within the development (17.9 acres), excluding floodplains, wetlands, lands with primary environmental corridors (6.95 acres) or 231 units/10.95 ac=21.1 units per acre]*
- To allow 10 buildings on the property;
- To increase the number of apartment units allowed per building to allow 3 33-unit buildings and 6 19-unit buildings;
- To increase the building height from 35 feet to a 38 feet for the 3 story 33 unit buildings;
- To reduce the street setback to 116<sup>th</sup> Avenue from a minimum of 65 feet to a minimum of 40 feet for the apartment building and the clubhouse;
- To allow agricultural (wildlife) field fence on the north, south and east side of the woods located in the northeastern corner of the site- see specific plan changes related to the location of this fence; and
- To reduce the number of required parking spaces for the development. 431 parking spaces are required of which 241 spaces are required to be enclosed. The Development includes 356 parking spaces of which 213 parking spaces are enclosed (1 per unit) and 12 handicapped accessible parking. In addition to the 356 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings. No construction or development parking shall be allowed in private roadways, fire lanes or on 116<sup>th</sup> Avenue.

The following community benefits were discussed and agreed to by the Developer and are referenced in the PUD Ordinance:

- The site shall be entirely fenced and gated with a combination of attractive, aluminum fencing along the west and north and south sides of the site, with agricultural/wildlife fencing within the north and sides of the wooded area and along the east property line on the east side of the wooded area, pursuant to the Village approved plan.
- 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 will be provided.
- The 19 unit buildings shall have a pitched roof of 5/12.
- The windows on the west side of apartment buildings A and D will be soundproofed to mitigate commercial noise. The Developer's manufacturer, PlyGem, offers an "Upgraded Double Pane" window system (one step up from their Base Double Pane option). This is the option they are proposing to use for the select buildings. The STC Rating = 27. This is a non-metal system with a "Warm Edge Plus," 7/8", 3 mm / 1/8 in (Double Strength) Upgrade. Place this note on the architectural plans this requirement.
- All of the units will be offered at market rate rents.
- All apartment buildings will be fully sprinklered regardless of State requirements as approved by the Fire & Rescue Department (NFPR 13R system will be installed which will not require sprinklers in the attics).
- The landscaping and exterior turf shall be irrigated pursuant to the Development Plans. See conditions, additional irrigation shall be required on the west side of Building D adjacent to 116<sup>th</sup> Avenue.
- An on-site camera security system--Digital Security Imaging System (DSIS) shall be installed and made and kept operational which meets the Village Security Ordinance Chapter #410 requirements and pursuant to the additional requirements set forth in the DSIS Agreement, which includes cameras at/in the underground parking areas and in the apartment elevators for the three 33-unit buildings.
- Pet free buildings will be provided (a minimum of 4 of the 9 buildings shall be pet-free including 2 of the 33 unit buildings and 2 of the 19-unit buildings). Buildings A, B, D and E will be pet free). In addition, a maximum number of one (1) pet per unit, except within

the pet free units, with a maximum weight not to exceed 40 pounds (at full growth/maturity) is allowed. In addition, the developer has agreed to prohibit the following breeds including Mastiff, Pitbull, German Shepherd, Rottweiler and Wolf-dog hybrid.

- The three concrete patio areas abutting the 33-unit buildings shall be fenced with gates on three sides and landscaped around the three sides abutting the fencing. The landscaping shall consist of low level bushes/plantings (minimum planting size of 24 inch height) and grasses as accent materials (minimum planting size of 3 gallon).

**Comprehensive Land Use Map Amendments (Ord. #18-35):** The Zoning Map and the Comprehensive Land Use Map are required to be consistent; therefore the following amendments to the Comprehensive Land Use Plan Map are required.

- The woodland area being preserved in the northeast corner and the wetland/floodplain area in the southeastern area will be located within the Primary Environmental Corridor and the wetlands within these two areas will be shown with a field delineated wetland land use designation.
- The other two wetland areas in the southwestern portion of the site shall be placed within a Park Recreation and Other Open Space land use designation with a field delineated wetland land use designation.
- The location of the 100-year floodplain will remain unchanged.
- The remainder of the properties will remain in the High Density Residential land use designation.
- The Urban Reserve designation on the properties shall be removed.

**Recommendations:**

**Recommendation: Plan Commission approve Resolution #18-19 and recommend that that the Village Board approve the Comprehensive Plan Amendments (Ord. #18-35) as presented.**

**Plan Commission recommends approval of the Zoning Map and Text Amendments (Ord. #18-36 and Ord. #18-37) including the DSIS Agreement and Easement and the Residential Development Plans subject to the following conditions:**

1. The Waiver of Special Assessment Notice and Hearing, CSM, Memorandum of Development Agreement and DSIS Agreement and DSIS Access Easement, shall be approved and executed and the Waiver, CSM, DSIS Access Easement and the hunting/shooting restriction shall be recorded at Kenosha County Register of Deeds Office and a recorded copy submitted to the Village prior to the Zoning Map and Text Amendments being executed and effective. (Prior to the issuance of permits).
2. The DSIS Agreement and DSIS Access Easement that was conditionally approved by the Plan Commission at their July 23, 2018 meeting shall be finalized. The following changes and information shall be submitted so that the Agreement and Easement can be finalized: plans need to show current conditions of site; cameras are required for underground parking entrances as it is a point of entry; and elevator cameras shall be provided. The DSIS documents shall be finalized and executed prior to the preconstruction meeting and issuance of any permits. The DSIS System shall be operational, inspected and approved by the Village IT Department prior to occupancy of any buildings/units within the Development.
3. The Village staff has reviewed the Residential Development Plans and the following comments/changes are required and resubmitted for final review. These plans incorporated into the PUD by reference. **All of the following changes/comments shall be made to the residential civil/site/elevation plans and three (3) full size**

**sets of the plans and a pdf with written narrative using this memo explaining specifically how each individual comment has been addressed in detail and where each comment below was addressed on the specific plan set sheet. Submit all information as requested in one package:**

- a. Compliance with the **attached** comments from the Village Engineering Department dated August 17, 2018. Revised Plans as noted
- b. On Sheet C1.0 provide the elevation and reference the FEMA Source for the 100-year floodplain elevation.
- c. On Sheet C1.0 provide the parking count in the table include:
  - i. the number of parking spaces inside the building
  - ii. the number of surface parking (excluding the spaces behind the garages and handicapped accessible parking spaces)
  - iii. the number of handicapped parking spaces
  - iv. the number of parking spaces behind the garages.
- d. Verify that the entry gate details are shown on the plans—did not find detail.
- e. All directional, informational or handicapped signage shall be placed on attractive black or bronze sign poles (no u channel poles) with rounded finial top.
- f. All bollards shall be black or bronze to match the private light poles.
- g. No construction orange cones or other temporary, movable signage shall be allowed within the development.
- h. Place a note regarding the modified window pane details on the architectural plans and provide thickness to include in the PUD Ordinance.
- i. Add additional irrigation between building D and 116<sup>th</sup> Avenue.
- j. Provide a corrected base map for the electrical (photometric) plan. It appears that some of the lights are located in the landscaped islands in front of the 19 units that are being eliminated. Include lighting details and specifications on the plan for all parking lot and pedestrian lighting and any building lighting proposed a light pole base detail has been shown however, the full detail shall be provided. The maximum height of the parking lot lights is 20 feet and located within landscaped areas. Also the concrete base shall not be more than 12" high. The concrete bases shall not be painted and the bolts on the bases shall be covered. The light fixture shall be ornamental and not a shoe box fixture. The poles shall be black to match the other details on the site. The location of the lights on the plan shall be shown more clearly.
- k. The following comments relate to the Landscaping Plan that need to be revised:
  - i. The base map for the landscape plan shall be the grading plan. Revise the plans.
  - ii. Clearly show the area of 116<sup>th</sup> Avenue proposed to be dedicated.
  - iii. Revise the plans to match the civil plans that remove 2 island areas adjacent to each 19 unit building.
  - iv. Show the location of the mail boxes on the landscape plans.
  - v. Remove the sign shown on the north side of the development—only one sign is allowed.
  - vi. Show the location of the entry gates and new island at the main entrance

- vii. The existing dead/dying trees (marked on site by the Village staff) need to be removed and new trees need to be re-planted on the property outside the 20 foot easement adjacent to 116<sup>th</sup> Avenue. Revise the landscape plans to show the dead/dying trees being removed and the location of the new trees.
  - I. The Village will assign a building address to each of the buildings. The addresses will be required to be shown on the buildings not vinyl letters stuck to the glass doors. Provide a detail of the address and location of the proposed building addresses for review.
- 4. **After Village staff approval of the Residential Development Plans and documents that are in compliance with the above noted plan changes and as approved by the Village Board, then the following additional plan/permit documents shall be submitted for review and issuance of erosion control, work in right-of-way permits:**
  - a. Compliance with the **attached** comments from the Village Fire & Rescue Department dated June 14, 2018. The required Fire Compliance letter as noted in the Fire & Rescue memorandum shall be submitted to the Fire and Rescue Department and a copy of the letter shall be provided to the Village Community Development Department.
  - b. Two (2) full size paper plans and a pdf of the final Residential Development Plans/all documents shall be submitted.
  - c. The completed Village Erosion Control Permit application, plans and application. The required temporary, 6 foot, cyclone construction fence and the driveway permits will be issued as part of the Erosion Control Permit. (Required permit fees will be calculated during review of the application. Prior to issuance of the permit the required permit fee and the \$2,000 Street Sweeping Cash Deposit shall be paid.)
  - d. A copy of the required WI DNR N.O.I.
  - e. The completed Village Work in the Right-of-Way application, plans and related application/permit fees. Note all the contractor installing the public sidewalks shall be a pre-approved contractor by the Village.
  - f. The State approved building/site plans and approval letter with a building permit application for. One application is required for each building. These plans shall be the same as the State approved plans.
  - g. The completed Temporary Development Sign application.
  - h. The completed Fence application for the required 6 foot high temporary construction cyclone fence and the permanent fence/gate. Gate shall be locked at the end of each construction day.
- 5. **After Village staff and Village Board approval of the revised plans, the Village will schedule a closing to have the CSM, DSIS Agreement, DSIS Easement, the Waiver of Special Assessment Notice of Hearing, and the Memorandum of Understanding Agreement signed.** The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing recorded copies (PDF) of all documents to the Village within 72 hours of closing with the Village.
- 6. **Prior to earth movement/work commencing on the site, a preconstruction meeting shall be scheduled (coordinate a date and time with Jean Werbie-Harris, Community Development Director).** The Design Engineer of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. **At a minimum the Owner, Engineer, General Contractor and Utility Contractors shall all be at the**

**pre-construction meeting. (The Developer shall invite all of these participants). Jean will coordinate the Village staff/inspectors.** The Design Engineer of Record shall prepare, bring, distribute and discuss the following items for all attendees (owners, engineer, contractors, utilities, and 7 Village staff/inspectors) at the pre-construction meeting:

- Pre-construction agenda (A sample agenda to be modified for this project will be provided by the Village staff to the Design Engineer to modify and use for the meeting).
- Project construction schedule.
- Site logistics plan – trailer location, on-site contractor parking (not 116<sup>th</sup> Avenue), gravel access road, travel route to the site, construction site fencing location proposed hours of operation.
- Final set of State approved plans for discussion at the meeting – bring 3 reduced size sets (half size) for the meeting.
- List of all contractors, names, address and all contact information.
- List of emergency contact information for all – project superintendent, owner, architect, contractors etc.
- The erosion control permit and work in right of way permit can be obtained at the Village Hall after the pre-construction meeting if they are reviewed by staff prior to the meeting.

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

**NOTE: All necessary permits and fees shall be paid for and permits obtained from Village Building Inspection Department and construction may commence.**

**General Comments:**

1. Compliance with the **attached** comments from the Village Building Inspection Department dated June 13, 2018.
2. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and other Municipal Codes as well as the State of Wisconsin Statutes.
3. 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.
4. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per apartment unit.
5. Prior to work commencing on the site, all required permits shall be issued by the Village, all required erosion control measures and 6' construction fences around the perimeter of the site shall be in place and inspected and maintained.
6. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be allowed from Monday through Friday from 7:00 a.m. to 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m. earlier hours must be requested.

7. There shall be no construction vehicle parking or equipment storage permitted on 116<sup>th</sup> Avenue, Corporate Drive, 108<sup>th</sup> Street or 120<sup>th</sup> Avenue. On-site (off-street) parking areas shall be designed to accommodate all construction related workers and site visitors.
8. The Village shall approve of the location of any construction trailers parked on the site during construction activities. No construction trailers shall be parked in Village rights-of-way.
9. All construction related signage; temporary construction fencing and the construction trailer(s) shall be approved and permitted by the Village.
10. **After the installation of the footings and foundations and prior to constructing the building framing, an as-built survey as stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that the buildings meets all of the required setbacks (pdf copy).**
11. Prior to occupancy, the DSIS shall be inspected, operational and accepted by the Village. Contact Ryan Marquart for inspection and approval at 262-948-8915.
12. Prior to occupancy of any of the units, all public and private improvements pursuant to the Memorandum of Understanding Agreement shall be completed, inspected and accepted by the Village.
13. Prior to occupancy, all required landscaping, fencing and screening for the development shall be installed. A written letter verification and certification shall be provided to the Village by the landscape installer that all landscaping has been installed in accordance with the Village approved landscape plan. However, if weather conditions prevent installation of portions of the landscape materials, the developer, owner or occupant shall enter into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.
14. Prior to occupancy, all signage shall be installed and inspected. All signs shall comply with Article X of Chapter 420 of the Village Zoning Ordinance. A written letter of verification and certification shall be provided to the Village by the signage installer that all signage has been installed in accordance with the approved signage plan/permit.
15. Prior to occupancy, one (1) electronic copy of an as-built plan, stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were installed per the approved site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans.
16. Prior to occupancy, one (1) electronic copy of the as-built record drawings of all graphical data of all private sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village in order for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
17. Prior to occupancy, the multi-family residential development identification sign shall meet the following requirements pursuant to Section 420-76 Q of the Village Zoning Ordinance and shall be installed prior to occupancy of any of the buildings. In addition, the Village recommends the address of the facility be shown on the sign.

18. 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.
19. There shall be no outside banners, strings of pennants, flags, inflatable devices or streamers affixed or attached to the building(s), light poles, ground or landscaping, etc.
20. The site shall not be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/dismantled/unlicensed vehicles that are parked overnight will be issued citations.
21. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
22. There shall be no long-term semi-truck/trailer, commercial or box truck parking permitted on the site, except for deliveries.
23. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited.

**Plan Commission recommends that Certified Survey Map and Memorandum of Understanding (MOU) be approved subject to the following comments and conditions:**

1. The ***attached*** changes shall be made to the CSM and resubmitted for Village staff review prior to executing and recording the CSM and prior to preconstruction meeting and issuance of permits.
2. The adjacent property to the west has executed a deed restriction to restrict hunting/shooting within 60 feet of his western lot line of the Breeze Terrace development. The restriction shall be recorded at the Kenosha County Register of Deeds Office and a recorded copy shall be provided to the Village prior to the preconstruction meeting and issuance of any permits.
3. The ***attached*** draft MOU shall be finalized and executed prior to the preconstruction meeting and issuance of any permits for the development.
4. The ***attached*** Waiver of Special Assessment Notice and Hearing for the proposed roadway/roundabout improvements shall be finalized and executed and recorded prior to recording the Certified Survey Map and prior to the preconstruction meeting and issuance of permits.

CODE1807-001  
CODE1806-001  
DEV1806-001



**ORD. # 18-35**  
**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 Land Use Plan Map 9.9 as shown and legally described on **Exhibit 1** on the property generally located south of Corporate Drive and east of 116<sup>th</sup> Avenue further identified as Tax Parcel Numbers 92-4-122-302-0161 and 92-4-122-302-0162 and the 110<sup>th</sup> Street right-of-way area proposed to be vacated:

- The woodland area being preserved in the northeast corner and the wetland/floodplain area in the southeastern area of the site are to be located within the Primary Environmental Corridor and the wetlands within these two areas will be located with a field delineated wetland land use designation.
- The other two wetland areas in the southwestern portion of the site shall be placed within a Park Recreation and Other Open Space land use designation with a field delineated wetland land use designation.
- The remainder of the properties will remain in the High Density Residential land use designation.
- The Urban Reserve Designation on the properties shall be removed.
- The location of the 100-year floodplain will remain without changes.

In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan is being amended and updated 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 20<sup>th</sup> day of August 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

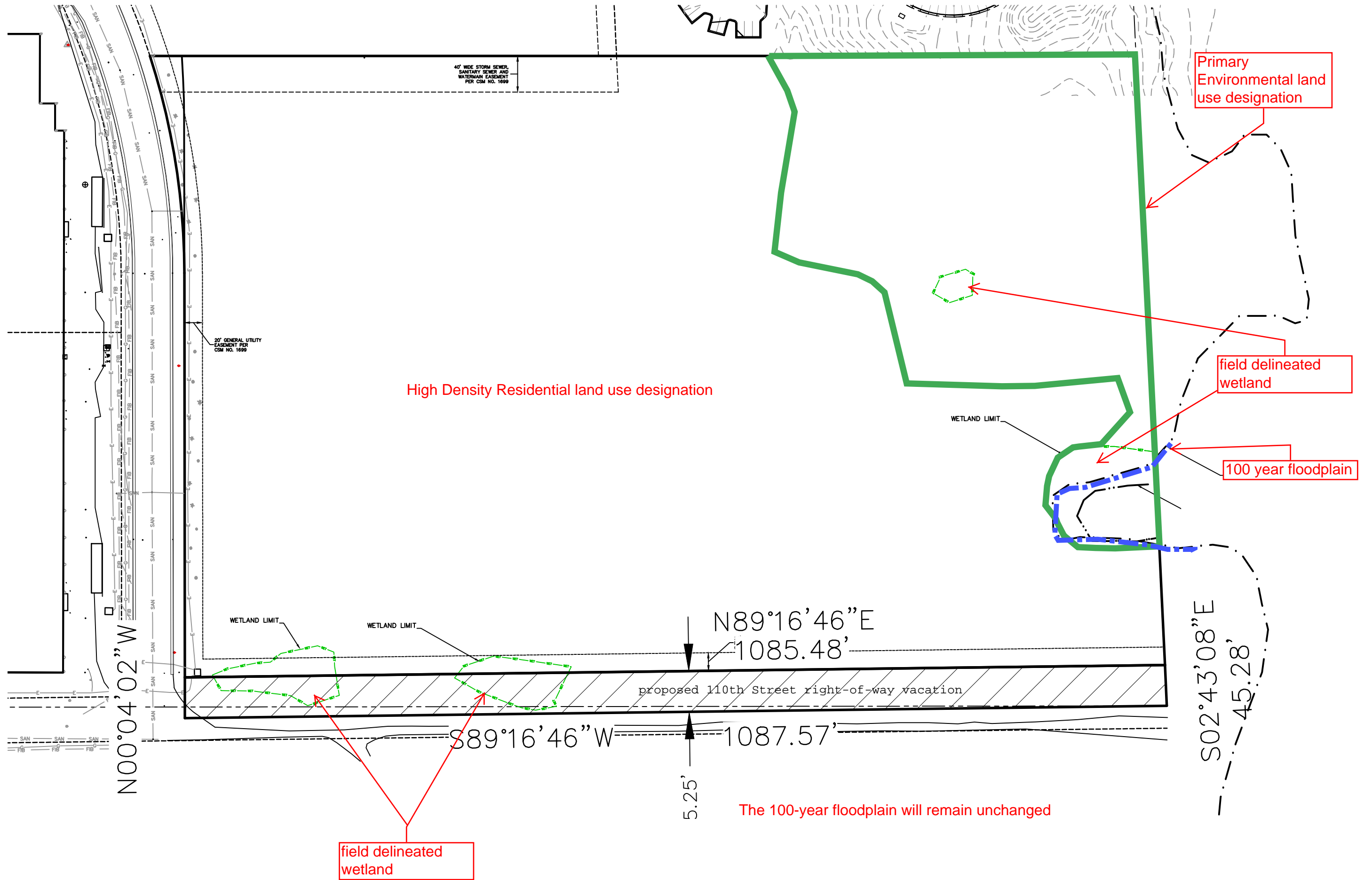
\_\_\_\_\_  
John P. Steinbrink  
Village President

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






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

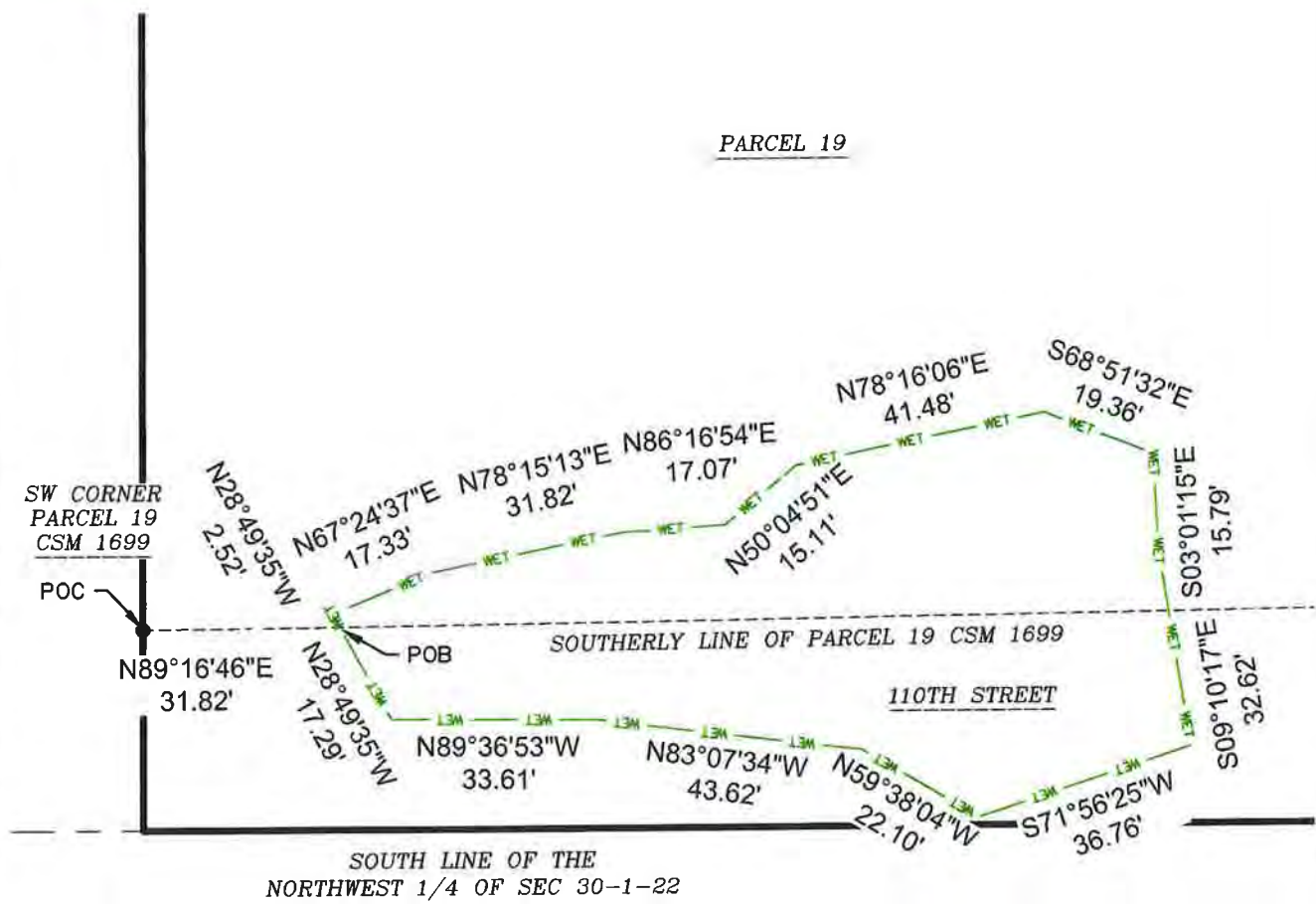
Posted: \_\_\_\_\_

Exhibit 1




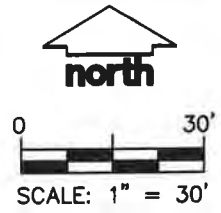
**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS








**EXHIBIT**  
**WETLAND AREA 1**

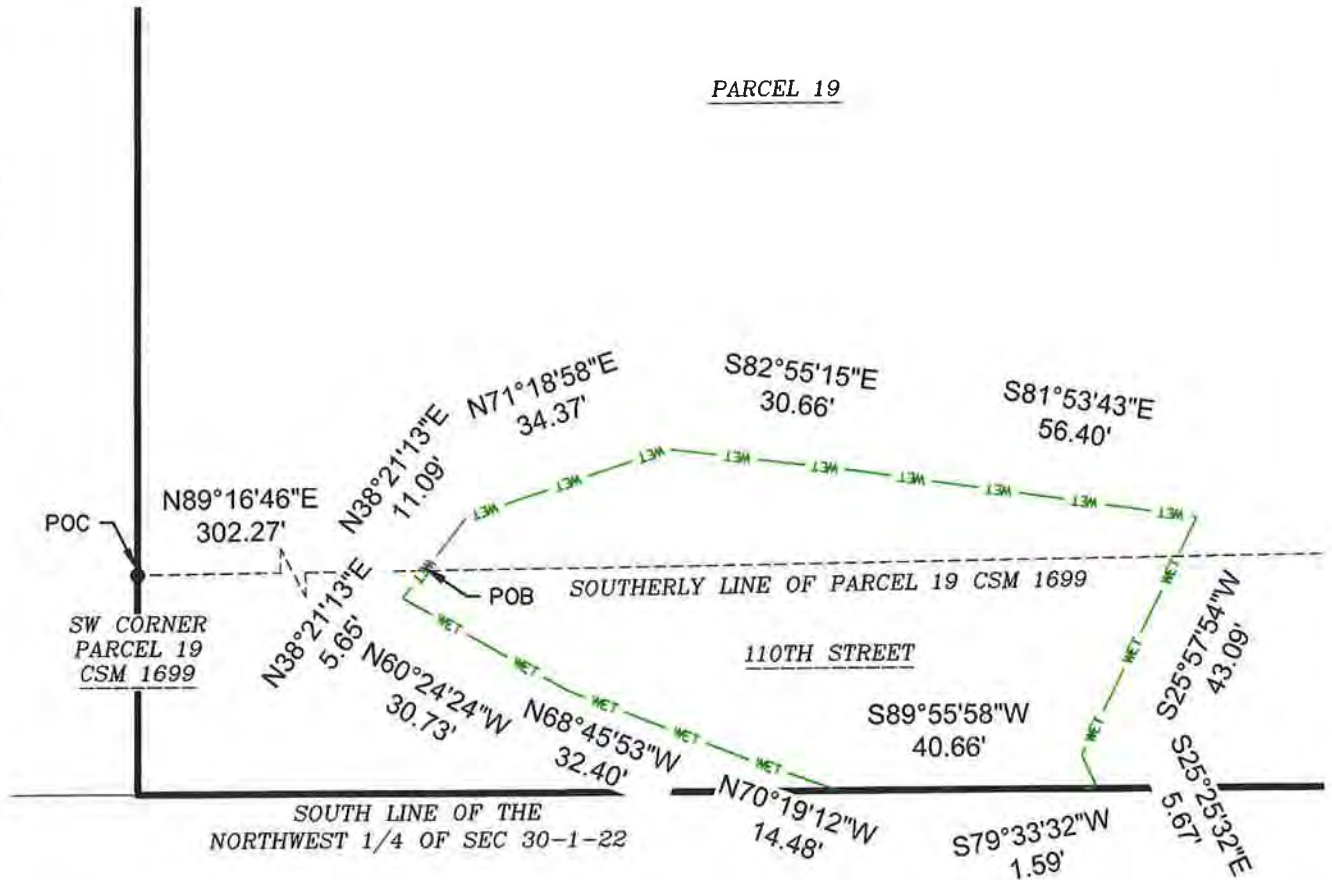
<p>PREPARED BY:</p>  <p>W238 N1610 BUSSE RD, SUITE 100 WAUKESHA, WISCONSIN 53188 PHONE: (262)513-0888</p>	<p>PROJECT NAME:</p> <p>BREEZE TERRACE APARTMENTS</p>	<p>PROJECT NO: 17-8209</p> <p>FILE NO: -</p> <p>FIELDBOOK/PG: -</p> <p>SHEET NO: 1 OF 1</p>	<p>SURVEYED BY: -</p> <p>DRAWN BY: DRS</p> <p>CHECKED BY: -</p> <p>APPROVED BY: -</p>
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File: Y:\PROJECTS\2017\178209\17-8209 Baseemap - Standard\17-8209 Baseemap.dwg Layout: Wet 1 User: dselle Plotted: Jun 29, 2018 - 2:17pm

**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



**EXHIBIT**  
**WETLAND AREA 2**

PREPARED BY:



W238 N1810 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53186  
PHONE: (262)513-0888

PROJECT NAME:

BREEZE TERRACE APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS






CHECKED BY: -

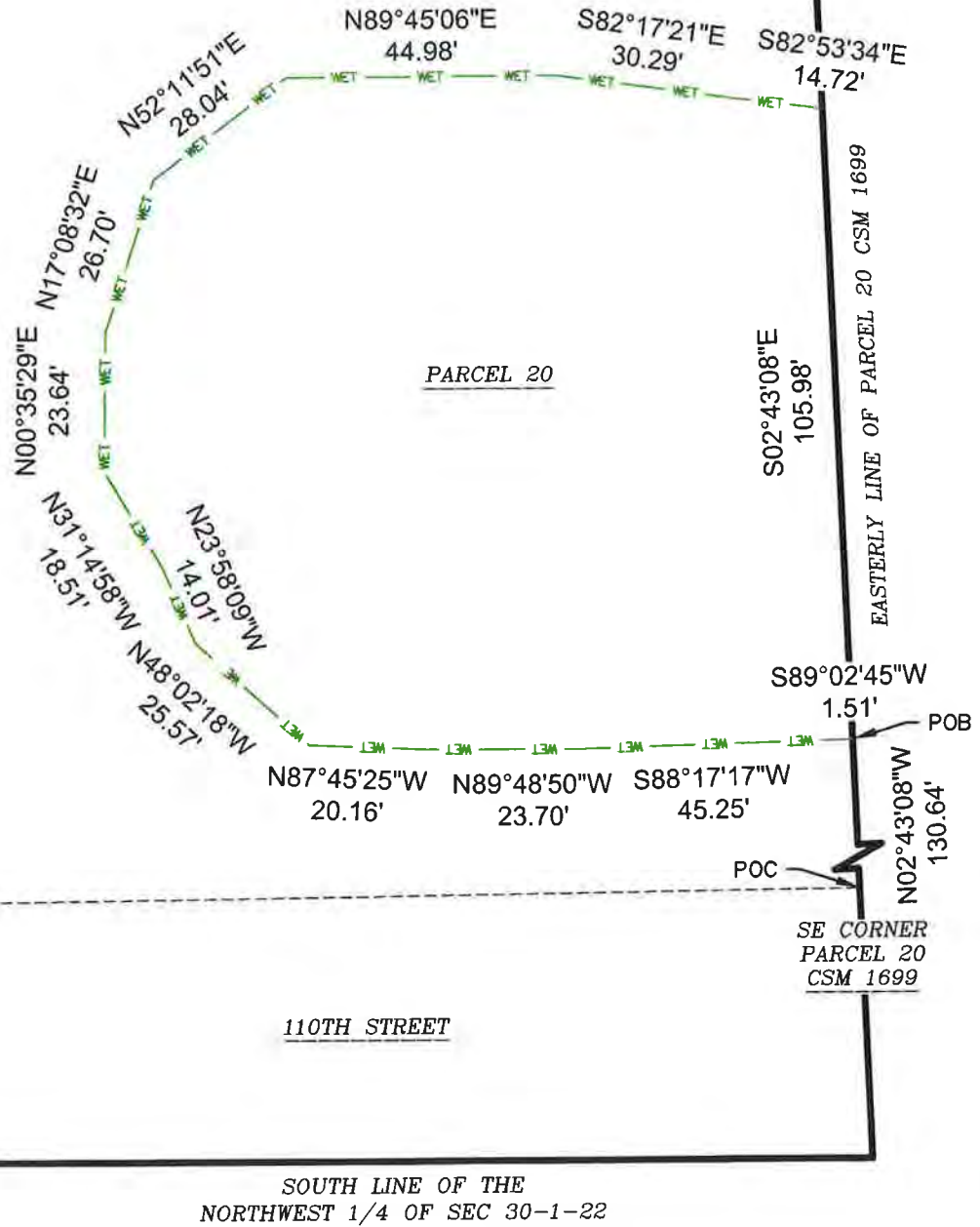
APPROVED BY: -



SCALE: 1" = 30'

**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



File: X:\PROJECTS\2017\178209\17-8209 Basemap - Standard\17-8209 Basemap.dwg Layout: Wet 3 User: dselle Plotted: Jun 29, 2018 - 2:18pm

**EXHIBIT**  
**WETLAND AREA 3**

PREPARED BY:



W238 N1610 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
PHONE: (262)513-0666

PROJECT NAME:

BREEZE TERRACE  
APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS






CHECKED BY: -

APPROVED BY: -

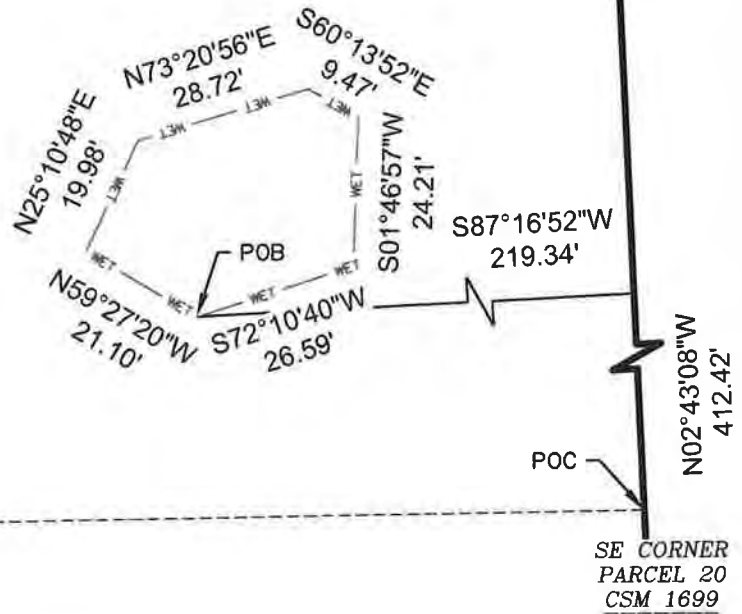


SCALE: 1" = 30'

**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS

PARCEL 20



110TH STREET

SOUTH LINE OF THE  
NORTHWEST 1/4 OF SEC 30-1-22

**EXHIBIT**  
**WETLAND AREA 4**

PREPARED BY:



W238 N1810 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
PHONE: (262)513-0668

PROJECT NAME:

BREEZE TERRACE  
APARTMENTS

PROJECT NO: 17-8209

FILE NO:           

FIELDBOOK/PG:           

SHEET NO: 1 OF 1

SURVEYED BY:           

DRAWN BY: DRS

CHECKED BY:           

APPROVED BY:           



SCALE: 1" = 30'

File: Y:\PROJECTS\2017\178209\17-8209 BaseMap - Standard\17-8209 BaseMap.dwg Layout: Wet 4 User: dselle Plotted: Jun 29, 2018 - 2:19pm

*W238 N1610 BUSSE RD, SUITE 100  
Verona, WI 53593*

***WETLAND AREA 1 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 31.82 feet to the Point of Beginning of this wetland area; thence N 28 degrees 49 minutes 35 seconds W, 2.52 feet; thence N 67 degrees 24 minutes 37 seconds E, 17.33 feet; thence N 78 degrees 15 minutes 13 seconds E, 31.82 feet; thence N 86 degrees 16 minutes 54 seconds E, 17.07 feet; thence N 50 degrees 04 minutes 51 seconds E, 15.11 feet; thence N 78 degrees 16 minutes 06 seconds E, 41.48 feet; thence S 68 degrees 51 minutes 32 seconds E, 19.36 feet; thence S 03 degrees 01 minutes 15 seconds E, 15.79 feet; thence S 09 degrees 10 minutes 17 seconds E, 32.62 feet; thence S 71 degrees 56 minutes 25 seconds W, 36.76 feet; thence N 59 degrees 38 minutes 04 seconds W, 22.10 feet; thence N 83 degrees 07 minutes 34 seconds W, 43.62 feet; thence N 89 degrees 36 minutes 53 seconds W, 33.61 feet; thence N 28 degrees 49 minutes 35 seconds W, 17.29 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 5,536 square feet or 0.127 acres.

***WETLAND AREA 2 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 302.27 feet to the Point of Beginning of this wetland area; thence N 38 degrees 21 minutes 13 seconds E, 11.09 feet; thence N 71 degrees 18 minutes 58 seconds E, 34.37 feet; thence S 82 degrees 55 minutes 15 seconds E, 30.66 feet; thence S 81 degrees 53 minutes 43 seconds E, 56.40 feet; thence S 25 degrees 57 minutes 54 seconds W, 43.09 feet; thence S 25 degrees 25 minutes 32 seconds E, 5.67 feet; thence S 79 degrees 33 minutes 32 seconds W, 1.59 feet to the south line of the Northwest Quarter of said Section 30; thence S 89 degrees 55 minutes 58 seconds W, 40.66 feet along said south line; thence N 70 degrees 19 minutes 12 seconds W, 14.48 feet; thence N 68 degrees 45 minutes 53 seconds W, 32.40 feet; thence N 60 degrees 24 minutes 24 seconds W, 30.73 feet; thence N 38 degrees 21 minutes 13 seconds E, 5.65 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 4,907 square feet or 0.113 acres.

***WETLAND AREA 3 DESCRIPTION***



Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 130.64 feet to the Point of Beginning of this wetland area; thence S 89 degrees 02 minutes 45 seconds W, 1.51 feet; thence S 88 degrees 17 minutes 17 seconds W, 45.25 feet; thence N 89 degrees 48 minutes 50 seconds W, 23.70 feet; thence N 87 degrees 45 minutes 25 seconds W, 20.16 feet; thence N 48 degrees 02 minutes 18 seconds W, 25.57 feet; thence N 23 degrees 58 minutes 09 seconds W, 14.01 feet; thence N 31 degrees 14 minutes 58 seconds W, 18.51 feet; thence N 00 degrees 35 minutes 29 seconds E, 23.64 feet; thence N 17 degrees 08 minutes 32 seconds E, 26.70 feet; thence N 52 degrees 11 minutes 51 seconds E, 28.04 feet; thence N 89 degrees 45 minutes 06 seconds E, 44.98 feet; thence S 82 degrees 17 minutes 21 seconds E, 30.29 feet; thence S 82 degrees 53 minutes 34 seconds E, 14.72 feet to said east line; thence S 02 degrees 43 minutes 08 seconds E along said east line, 105.98 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 12,519 square feet or 0.287 acres.

#### ***WETLAND AREA 4 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 412.42 feet; thence S 87 degrees 16 minutes 52 seconds W, 219.34 feet to the Point of Beginning of this wetland area; thence N 59 degrees 27 minutes 20 seconds W, 21.10 feet; thence N 25 degrees 10 minutes 48 seconds E, 19.98 feet; thence N 73 degrees 20 minutes 56 seconds E, 28.72 feet; thence S 60 degrees 13 minutes 52 seconds E, 9.47 feet; thence S 01 degrees 46 minutes 57 seconds W, 24.21 feet; thence S 72 degrees 10 minutes 40 seconds W, 26.59 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 1,143 square feet or 0.026 acres.



*Interstate Partners*  
N16 W23217 Stone Ridge Dr., Ste. 120  
Pewaukee, WI 53188

**PRIMARY ENVIRONMENTAL CORRIDOR REZONING DESCRIPTION**  
**C-2, Upland Conservancy District & Floodplain Overlay District**

Part of Parcel 20, Certified Survey Map 1699, recorded in Volume 1609, page 129, as document number 1205752 and 1821545, being a part of the Northeast Quarter of the Northwest Quarter, and the Southeast Quarter of the Northwest Quarter Section 30, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows:

Beginning at the Northeast corner of Parcel 20, aforesaid; thence South 02 degrees 43 minutes 08 seconds East along the East line of said Parcel and the Northwest quarter of said Section, 439.16 feet to a point of a wetland, field delineated by Wetland and Waterway Consulting; thence North 82 degrees 53 minutes 34 seconds West along said wetland line, 14.72 feet; thence North 82 degrees 17 minutes 21 seconds West, 30.29 feet; thence South 89 degrees 45 minutes 06 seconds West, 18.95 feet; thence North 44 degrees 19 minutes 08 seconds East, 50.00 feet; thence North 11 degrees 37 minutes 50 seconds East, 4.81 feet; thence North 17 degrees 34 minutes 54 seconds West, 37.01 feet; thence South 84 degrees 41 minutes 22 seconds West, 98.83 feet; thence North 88 degrees 51 minutes 35 seconds West, 136.81 feet; thence North 12 degrees 46 minutes 02 seconds West, 92.03 feet; thence North 25 degrees 16 minutes 38 seconds West, 15.64 feet; thence North 44 degrees 41 minutes 19 seconds West, 15.66 feet; thence North 64 degrees 05 minutes 58 seconds West, 15.64 feet; thence North 79 degrees 10 minutes 20 seconds West, 68.84 feet; thence North 64 degrees 00 minutes 20 seconds West, 29.01 feet; thence North 04 degrees 36 minutes 50 seconds East, 62.14 feet; thence North 09 degrees 32 minutes 41 seconds East, 92.25 feet; thence North 16 degrees 54 minutes 42 seconds West, 29.23 feet; thence North 31 degrees 25 minutes 29 seconds West, 41.18 feet to point on the North line of Parcel 20, aforesaid; thence North 90 degrees 00 minutes 00 seconds East along said line, 408.67 feet to the Point of Beginning.

Excluding a field delineated wetland, more particularly described as follows:

Commencing at the Northeast corner of Parcel 20, Aforesaid; thence South 02 degrees 43 minutes 08 seconds East along the East line of said Parcel, 232.31 feet; thence South 87 degrees 16 minutes 52 seconds West, 191.77 feet to the point of beginning of this description; thence South 01 degree 46 minutes 57 seconds West, 24.21 feet; thence South 72 degrees 10 minutes 40 seconds West, 26.59 feet; thence North 59 degrees 27 minutes 20 seconds West, 21.10 feet; thence North 25 degrees, 10 minutes 48 seconds East, 19.98 feet; thence North 73 degrees 20 minutes 56 seconds East, 28.72 feet; thence South 60 degrees 13 minutes 52 seconds East, 9.47 feet to the Point of Beginning.

Said parcel containing a total of 131,166 square feet or 3.011 acres.

PARCEL 21  
CSM 1699

N90°00'00"E 408.67'

P.O.B.

PRIMARY ENVIROMENTAL  
CORRIDOR  
131,166 S.F.  
3.011 ACRE

232.31'  
S02°43'08"E 439.16'

**LEGEND**

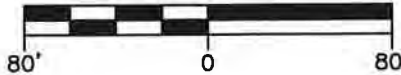
- PLAT BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- PLATTED LOT LINE
- EASEMENT LINE
- WET DELINEATED WETLANDS

**NOTES**

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 23 AND 26, 2018.
2. BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF LOT 20, CSM NO. 1699, RECORDED AS S02°43'08"W.



SCALE IN FEET



File: I:\2017\178209 (milw)\178209 Rezoning C-2 R-11.dwg Layout: EM-PEC-C-2 User: colsen Plotted: Jun 29, 2018 - 4:11pm

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°53'34"W	14.72'
L2	N82°17'21"W	30.29'
L3	S89°45'06"W	18.95'
L4	N44°19'08"E	50.00'
L5	N11°37'50"E	4.81'
L6	N17°34'54"W	37.01'
L7	S84°41'22"W	98.83'
L8	N88°51'35"W	136.81'

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N12°46'02"W	92.03'
L10	N25°16'38"W	15.64'
L11	N44°41'19"W	15.66'
L12	N64°05'58"W	15.64'
L13	N79°10'20"W	68.84'
L14	N64°00'20"W	29.01'
L15	N04°36'50"E	62.14'
L16	N09°32'41"E	92.25'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N16°54'42"W	29.23'
L18	N31°25'29"W	41.18'
L19	S01°46'57"W	24.21'
L20	S72°10'40"W	26.59'
L21	N59°27'20"W	21.10'
L22	N25°10'48"E	19.98'
L23	N73°20'56"E	28.72'
L24	S60°13'52"E	9.47'

**JSD** Professional Services, Inc.  
MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE RD. SUITE 100  
WAUKESHA, WISCONSIN 53189  
262 513 0866 PHONE | 262 513 1232 FAX  
[www.jsdinc.com](http://www.jsdinc.com)

PROJECT:  
**BREEZE TERRACE  
APARTMENTS**  
  
VILLAGE OF PLEASANT PRAIRIE, WI

SHEET TITLE:  
**REZONING  
EXHIBIT MAP**

JSD PROJECT NUMBER:  
17-8209  
DRAWN BY: CHECKED BY:  
CJO AWW  
DATE:  
28 JUNE, 2018

SHEET NUMBER:  
**2 OF 2**

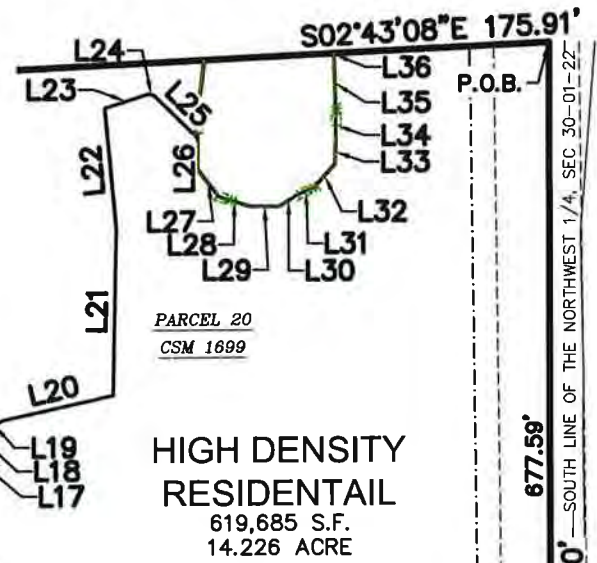
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N79°33'32"E	1.59'
L2	N25°25'32"W	5.67'
L3	N25°57'54"E	43.09'
L4	N81°53'43"W	56.40'
L5	N82°55'15"W	30.66'
L6	S71°18'58"W	34.37'
L7	S38°21'13"W	16.75'
L8	S60°24'24"E	30.73'
L9	S68°45'53"E	32.40'
L10	S70°19'12"E	14.47'
L11	S31°25'29"E	41.18'
L12	S16°54'42"E	29.23'
L13	S09°32'41"W	92.25'
L14	S04°36'50"W	62.14'
L15	S64°00'20"E	29.01'
L16	S79°10'20"E	68.84'
L17	S64°05'58"E	15.64'
L18	S44°41'19"E	15.66'
L19	S25°16'38"E	15.64'
L20	S12°46'02"E	92.03'
L21	S88°51'35"E	136.81'
L22	N84°41'22"E	98.83'
L23	S17°34'54"E	37.01'
L24	S11°37'50"W	4.81'
L25	S44°19'08"W	50.00'
L26	S89°45'06"W	26.03'
L27	S52°11'51"W	28.04'
L28	S17°08'32"W	26.70'
L29	S00°35'29"W	23.64'
L30	S31°14'58"E	18.51'
L31	S23°58'09"E	14.01'
L32	S48°02'18"E	25.57'
L33	S87°45'25"E	20.16'
L34	S89°48'50"E	23.70'
L35	N88°17'17"E	45.25'

**LEGEND**

- 3/4" REBAR FOUND
- PLAT BOUNDARY
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - PLATTED LOT LINE
- - - EASEMENT LINE
- WET — DELINEATED WETLANDS

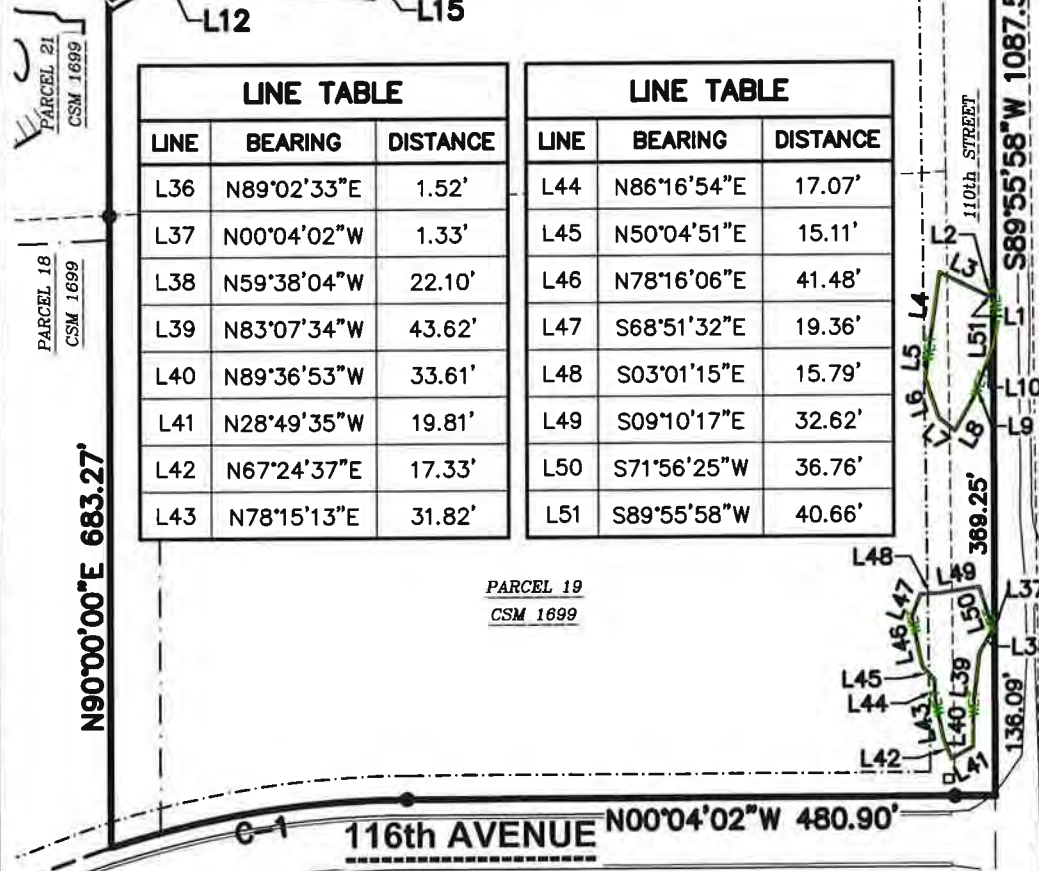
**NOTES**

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 23 AND 26, 2018.
2. BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF LOT 20, CSM NO. 1699, RECORDED AS S02°43'08"W.



LINE TABLE		
LINE	BEARING	DISTANCE
L36	N89°02'33"E	1.52'
L37	N00°04'02"W	1.33'
L38	N59°38'04"W	22.10'
L39	N83°07'34"W	43.62'
L40	N89°36'53"W	33.61'
L41	N28°49'35"W	19.81'
L42	N67°24'37"E	17.33'
L43	N78°15'13"E	31.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L44	N86°16'54"E	17.07'
L45	N50°04'51"E	15.11'
L46	N78°16'06"E	41.48'
L47	S68°51'32"E	19.36'
L48	S03°01'15"E	15.79'
L49	S09°10'17"E	32.62'
L50	S71°56'25"W	36.76'
L51	S89°55'58"W	40.66'



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C-1	244.61'	785.00'	243.62'	N08°59'39"W



File: I:\2017\178209 (milw)\178209 Rezoning C-2 R-11.dwg Layout: EM-HDR\_R-11 User: colsen Plotted: Jun 29, 2018 - 2:42pm

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE RD. SUITE 100  
WAUKESHA, WISCONSIN 53188  
262 513 0866 PHONE | 262 513 1232 FAX

www.jsdinc.com

PROJECT:  
**BREEZE TERRACE APARTMENTS**

VILLAGE OF PLEASANT PRAIRIE, WI

SHEET TITLE:  
**REZONING EXHIBIT MAP**

JSD PROJECT NUMBER:  
17-8209

DRAWN BY: CHECKED BY:  
CJO AWW

DATE:  
28 JUNE, 2018

SHEET NUMBER:  
**3 OF 3**

**ORD. # 18-36**

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

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

The property generally located on the east side of 116<sup>th</sup> Avenue south of Corporate Drive located known as Lots 1 of CSM [REDACTED] located in U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the 4<sup>th</sup> Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Numbers 92-4-122-122-302-0161, 92-4-122-302-0162 and the adjacent rights-of-way are hereby rezoned as follows as shown and legally described on **Exhibit 1**:

- The wetlands as field delineated on the properties and within the adjacent 110<sup>th</sup> Street right-of-way are rezoned into the C-1 District.
- The woodland area being preserved in the northeast corner of the site (excluding the wetland area) is rezoned into the C-2 District.
- The remainder of the properties including the 110<sup>th</sup> Street right-of-way area is rezoned into the R-11, Multi-Family Residential District.
- The entire property including the 110<sup>th</sup> Street right-of-way are being rezoned into the PUD, Planned Unit Development Overlay District.

The location of the 100-year floodplain will remain unchanged and will remain within the FPO 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 20<sup>th</sup> day of August 2018.**

**VILLAGE BOARD OF TRUSTEES**

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

ATTEST:

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

Posted: \_\_\_\_\_  
36-Breeze Terrace  
CODE1806-001

**ORDINANCE # 18-37**  
**ORDINANCE TO CREATE THE BREEZE TERRACE APARTMENTS**  
**PLANNED UNIT DEVELOPMENT**  
**PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE**  
**IN THE VILLAGE OF PLEASANT PRAIRIE,**  
**KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 420 Attachment 3 Appendix C be amended to create the Breeze Terrace Apartments Planned Unit Development to read follows:

**Breeze Terrace Apartments Planned Unit Development**

- a. It is the intent that the Breeze Terrace Apartments development on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Prairie Ridge Neighborhood Plan; would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The property is known as Lots 1 of CSM [REDACTED] as recorded at the Kenosha County Register of Deeds Office as Document # [REDACTED] and located in U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereinafter referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
  - (ii) All public improvements for this DEVELOPMENT shall be installed and constructed by the DEVELOPER in accordance with the Memorandum of Understanding as approved by the Village Board on August 20, 2018 on file with the Village.
  - (iii) All private improvements for this DEVELOPMENT shall be installed and constructed by the Developer and all private improvements shall be maintained by the Owners of the DEVELOPMENT as shown on approved Residential Development Plans as conditionally approved by the Village Board on August 20, 2018 on file with the Village.
  - (iv) The perimeter of the DEVELOPMENT is required to be fenced. The fence shall be installed and maintained by the owner of the DEVELOPMENT. Agricultural field fence is allowed adjacent to the north and east side of the woods as shown on the Residential Development Plans.
  - (v) The windows on the west side of apartment buildings A and D within the DEVELOPMENT shall be soundproofed by using to mitigate adjacent commercial noises as shown on the Residential Development Plans.
  - (vi) The DEVELOPMENT, including but not limited to, the buildings, accessory structure garbage enclosures, sign(s), fence(s), landscaping, parking lots, exterior site lighting, monument sign etc., and the site as a whole, shall be maintained both inside and outside in a neat, presentable, aesthetically

Breeze Terrace Apartments  
Planned Unit Development

- pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.
- (vii) A Digital Security Imaging System Agreement (DSIS) shall be installed and remain operational by the owners of the DEVELOPMENT pursuant to an incompliance with the DSIS Agreement as approved by the Plan Commission on July 23, 2018.
  - (viii) The apartment buildings within the DEVELOPMENT shall be fully sprinklered regardless of State requirements as approved by the Fire & Rescue Department (NFPR 13R system will be installed which will not require sprinklers in the attics).
  - (ix) Residential communication structures pursuant to Article XIV of the Village Zoning Ordinance are prohibited within the DEVELOPMENT.
  - (x) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
  - (xi) All buildings/structures and all exterior additions, remodeling or alterations to any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture at the clubhouse, etc. as approved by the Village.
  - (xii) All exterior site, fence, signage, pavement, buildings and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT. Copies of any property inspection reports along with exterior and interior building inspection reports shall be made available to the Village upon request.
  - (xiii) On-site management to coordinate maintenance and cleaning staff shall be provided for all apartment buildings and clubhouse.
  - (xiv) The Developer shall provide and maintain a fountain or aerator in the retention basin within the DEVELOPMENT.
  - (xv) Apartment buildings A, B, D and E within the DEVELOPMENT shall remain pet free buildings. The other apartment buildings within the DEVELOPMENT are allowed to have a maximum number of one (1) pet per unit with a maximum weight not to exceed 40 pounds (at full grown/maturity). In addition, the following dog breeds are not allowed within the DEVELOPMENT: mastiff, pitbull, german shepherd, rottweiler and wolf-dog hybrid.
  - (xvi) No truck parking [e.g. semi-cab, semi-trailer, commercial trucks, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] is allowed within the DEVELOPMENT.

Breeze Terrace Apartments  
Planned Unit Development

- (xvii) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
  - (xviii) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
  - (xix) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
  - (xx) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations if not removed in a timely manner.
  - (xxi) In the event that public transportation to service the DEVELOPMENT is requested, it shall be the responsibility of the property owner to fund the cost of providing such public transportation to and from the DEVELOPMENT.
  - (xxii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
  - (xxiii) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development. No brick or stone exterior materials shall be painted. All of the building exteriors shall be maintained and shall be painted, other than the brick or stone, only with the approved colors on the approved Residential Development Plans, unless expressly approved by the Village.
  - (xxiv) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-116 A related to the Primary Purpose and characteristics in the R-11 Multiple-Family Residential District is amended to read as follows:
    - A. Primary purpose and characteristics. The DEVELOPMENT will provide a multiple-family residential development wherein the net density shall not exceed 21.1 dwelling units per acre.
  - (ii) Section 420-116 B (1) (a) related to the number of principal structures is amended to read as follows:
    - (a) Three 33-unit buildings with a mixture 1-bedroom and 2-bedroom units with a minimum of 33 underground parking spaces per building; Six 19-unit buildings with a mixture of 1 bedroom and 2 bedroom units with each building having a minimum of 1 attached garage per unit; and a club house building.

Breeze Terrace Apartments  
Planned Unit Development

(iii) Section 420-116 B F related to design standards is amended to read as follows:

F. Design Standards

- (1) The sites and the buildings shall be constructed pursuant to the Residential Development Plans as conditionally approved by the Village Board on August 20, 2018. Any alterations shall require approval of the Village Board by an amendment of this ordinance. Minor modifications may be approved in writing by the Zoning Administrator.
- (2) The 33-unit apartment building shall not exceed 40 feet in height and the 19 unit buildings and the clubhouse shall not exceed 35 feet in height.
- (3) The units in the apartment building shall meet the following requirements:
  - (a) One-bedroom units shall have a minimum floor area of 700 square feet; and
  - (b) Two-bedroom units shall have a minimum floor area of 1,000 square feet.
- (4) Placement of each structure shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.
- (5) The main roof of the 19 unit apartment buildings and the club house shall have a minimum roof pitch of 5:12.
- (6) A minimum of 45% of the DEVELOPMENT shall remain as open space and the landscaping and exterior turf shall be irrigated.

(iv) Section 420-116 B F related to building setbacks is amended to read as follows:

F. Setbacks.

- (1) Street setback: minimum of 40 feet from the property line adjacent to 116<sup>th</sup> Avenue.
- (2) Shore setback: 35 feet minimum adjacent to any navigable waterway.
- (3) Wetland setback: 25 feet minimum from the wetlands on the same property and 10 feet minimum from the wetlands on adjacent properties.
- (4) Side and rear setback: 50 feet minimum.
- (5) Between buildings: 20 feet minimum.



Breeze Terrace Apartments  
Planned Unit Development

- (v) Section 420-50 related to minimum on-site parking requirements for multifamily dwellings is amended to read as follows:

Multifamily dwellings: The on-site parking in the DEVELOPMENT as shown on the Residential Development Plan is acceptable. The DEVELOPMENT includes 356 parking spaces of which 213 parking spaces are enclosed (1 space per unit) and 12 handicapped accessible parking. In addition to the 356 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings.

e. Amendments

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

**Adopted this 20<sup>th</sup> day of August 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Posted: \_\_\_\_\_  
37-Breeze Terrace PUD  
CODE1806-001

**MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN  
INTERSTATE PARTNERS WI II, LLC AND VILLAGE OF PLEASANT PRAIRIE  
REGARDING THE BREEZE TERRACE APARTMENT DEVELOPMENT**

**THIS MEMORANDUM OF UNDERSTANDING AGREEMENT** (this “Memorandum of Understanding”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **INTERSTATE PARTNERS WI II, LLC**, a Wisconsin limited liability company (the “Developer/Owner”), and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation, (the “Village”).

**WHEREAS**, the Owner of the real estate commonly known as Lot 1 of Certified Survey Map No. \_\_\_\_\_, (**Exhibit A** - CSM) recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. \_\_\_\_\_, is a Redivision of Parcels 19 and 20 of Certified Survey Map # 1699, located in part of the Southeast One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. The Property, having Village Tax Parcel Number 92-4-122-302-\_\_\_\_\_ is known as the “Developer’s or Owner’s Property” in this Agreement; and

**WHEREAS**, the Owner desires to construct nine (9) apartment buildings and a club house/leasing office referred to as the Breeze Terrace development on the Owner’s Property generally located east of 116<sup>th</sup> Avenue and south of the intersection of 116<sup>th</sup> Avenue and Corporate Drive in the Village. Breeze Terrace consists of three 33-unit apartment buildings, six 18-unit buildings, a clubhouse and associated parking. The apartments will provide a variety of efficiency, 1-bedroom, and 2-bedroom units and will be located on a 16.7492-acre development site (**Exhibit B** – Residential Development Site and Civil Plans); and

**WHEREAS**, the Developer’s Property is primarily zoned R-11, Multi-Family Residential with a Planned Unit Development (PUD) Zoning Overlay District, which zoning classification allows for the development of multi-family residential rental housing with garage and surface parking and a club house in accordance with Village Zoning PUD Ordinance #18-\_\_ (**Exhibit C**). In addition, portions of the Property are also zoned the following environmental designations: C-1, Lowland Resource Conservancy District, C-2 Upland Resource Conservancy District and FPO, Floodplain Overlay District; and

**WHEREAS**, the Village Plan Commission conditionally approved the Final Residential Site and Civil Development Plans (**Exhibit B**) for Breeze Terrace on July 23, 2018 and these Plans and the PUD were approved by the Village Board of Trustees (the “Village Board”) on \_\_\_\_\_, \_\_, 2018 (**Exhibit C**) subject to a number of conditions, one of which was the execution of this Memorandum of Understanding

(MOU) Agreement, which requires in addition to the required private improvements, the installation of certain required public improvements to serve the Owner's Property. Subject to the timing of the Village's 116<sup>th</sup> Avenue/108<sup>th</sup> Street Roundabout Design completion, the following required public improvements as noted below are to be designed by the Developer's consultants and reviewed and approved by the Village and installed by the Developer and inspected by the Village at the Developer's costs; and

**WHEREAS**, this MOU Agreement sets forth the Developer's obligations to complete the required private improvements within the Development and the required public improvements for the completion of required 116<sup>th</sup> Avenue public infrastructure in connection with the specific proposed apartment development approved by the Village as follows;

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants and promises and Village approvals contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Plans and Specifications. Developer agrees to construct the public Infrastructure Improvements and private improvements, including site work and grading, storm water work, water work, sanitary sewer work and roadway work, to service and benefit the Development and surrounding portions of the Property pursuant to the plans and specifications therefor attached as **Exhibit B** hereto and incorporated herein in accordance with the requirements set forth in the Village Board's approvals and Village Ordinances.

2. Easements. Developer agrees to grant to the Village the dedications and easements as set forth on the CSM, (**Exhibit A**) attached hereto and incorporated herein, recorded in the Register of Deeds records of Kenosha County, Wisconsin, in accordance with the requirements set forth in the Village's approvals.

3. Private Landscaping and Public Street Trees. Developer agrees to provide and construct the private landscaping in the Development shown on the landscaping plan, which is attached hereto as a part of **Exhibit B** and agrees to provide and install the Public Street Trees in the adjoining 116<sup>th</sup> Avenue, as may be required by the Village following the construction of the Village's 116<sup>th</sup> Avenue/108<sup>th</sup> Street Roundabout completion, in accordance with the Village's Chapter 405, Standards Specifications and Construction Standards Ordinance and set forth in the Village Board's conditions of approval.

4. Private Sidewalks and Public Sidewalks. Developer agrees to provide and construction private sidewalks in the Development shown on the civil plans, which is attached hereto as Exhibit B and agrees to provide and install the public sidewalks adjacent to 116<sup>th</sup> Avenue from a point just north of the main driveway to the southern property boundary prior to occupancy and the remainder of the sidewalks extending to the north property boundary shall be installed following the construction of the Village's 116<sup>th</sup> Avenue/108<sup>th</sup> Street Roundabout completion, in accordance with the Village's

Chapter 405, Standards Specifications and Construction Standards Ordinance and set forth in the Village Board's conditions of approval.

5. Pre-approved Contractors and Financial Security Deposit. Developer shall agree to utilize only Village pre-approved contractors and to post financial security with the Village prior to the commencement of the required public sidewalk and public street tree improvements in accordance with the Village's Chapter 405, Standards Specifications and Construction Standards Ordinance and set forth in the Village Board's conditions of approval.

6. Binding Effect. This MOU Agreement shall bind the parties hereto and their respective successors and assigns.

7. Governing Law. This MOU Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding Agreement as of the date and year first above written.

**THE DEVELOPER:**

INTERSTATE PARTNERS WI II, LLC  
A Wisconsin limited liability company

By: \_\_\_\_\_  
Francis Brzezinski  
Title: CEO

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named Francis Brzezinski, the \_\_\_\_\_ of INTERSTATE PARTNERS WI II, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability companies.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**VILLAGE:**

**VILLAGE OF PLEASANT PRAIRIE,**  
a Wisconsin municipal corporation

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

Name: John P. Steinbrink

Title: Village President

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

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN    )  
  )  
COUNTY OF KENOSHA    )        ss.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

\_\_\_\_\_  
Jean M. Werbie-Harris, Notary Public,  
Kenosha County, Wisconsin  
My Commission Expires \_\_\_\_\_

**EXHIBIT A**

**CERTIFIED SURVEY MAP**

**(CONTAINS LEGAL DESCRIPTION OF THE PROPERTY)**

LOT 1 CERTIFIED SURVEY MAP #\_\_\_\_\_ RECORDED AS DOCUMENT #\_\_\_\_\_ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND FURTHER IDENTIFIED AS BEING A REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP 1699, LOCATED IN THE SOUTHEAST PNE QUARTER OF THE NORTHWEST ONE QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 16.7492 ACRES MORE OR LESS.

**EXHIBIT B**

**RESIDENTIAL DEVELOPMENT SITE AND CIVIL PLANS AND SPECIFICATIONS**

**EXHIBIT C**  
**PLANNED UNIT DEVELOPMENT ORDINANCE**



**DEED RESTRICTION  
REGARDING SHOOTING**

Document Number

THIS DEED RESTRICTION REGARDING SHOOTING is being placed by Conservation Education LLC ("Conservation Education") on the real estate described on the Exhibit A and as shown on Exhibit B attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Property is a portion of a larger wooded and wetland parcel of land (the "Larger Parcel") owned by Conservation Education;

WHEREAS, Conservation Education is an organization dedicated to the preservation of the Property and Larger Parcel in their natural state for purposes of wildlife conservation, hunting, other recreational purposes, and the education of the public about the benefits of these activities;

WHEREAS, Conservation Education and its predecessors have engaged in various forms of hunting on the Property and the Larger Parcel for decades;

WHEREAS, Conservation Education wishes to continue to maintain the Property and the Larger Parcel in their natural state and to continue gun hunting and shooting on the Larger Parcel, while at the same time ensuring the safety of individuals on adjoining properties and reducing the possibility of disturbances to those individuals;

THEREFORE, Conservation Education, which is the owner of the Property and the Larger Parcel, for the benefit of the owners of the parcel adjacent to the western boundary of the Property, agrees on behalf itself and all future owners of the Property, that the Property is subject to the following conditions and restrictions:

1. The Property shall not be used for purposes of shooting guns, although hunters may carry guns on the Property and retrieve animals that cross into the Property; and
2. Conservation Education agrees that any conveyance of the Property shall be made expressly subject to the above restriction, that this Deed Restriction runs with the land, and shall apply to all successors, assigns and future owners of the Property.

[Signatures on Following Page]

Record this document with the Register of Deeds

Name and Return Address:

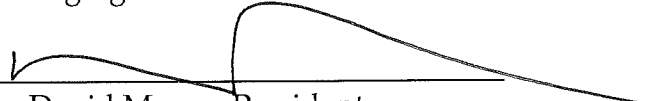
Attorney Jeffrey A. Simmons  
Foley & Lardner LLP  
150 East Gilman Street  
Madison, Wisconsin 53703

PIN: 92-4-122-301-0200

Dated this 12 day of June, 2018.

**GRANTOR:**

CONSERVATION EDUCATION, LLC  
A Wisconsin Limited Liability Company  
By: David Moore  
Its: Managing Member

By:   
David Moore, President

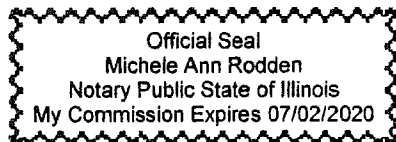
**ACKNOWLEDGEMENT**

STATE OF Illinois

COUNTY OF Lake

On this 12 day of JUNE, 2018, before me personally appeared David Moore as Managing Member of Conservation Education, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.



Michele Ann Rodden  
Print Name:  
Notary Public, State of Wisconsin  
My Commission expires: 7/2/2020

## EXHIBIT A

### No Shooting Zone

All that part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 1 North, Range 22 East, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follow:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 02°43'08" East along the west line of said Northeast 1/4 section, 2127.85 feet to the point of beginning;

Thence North 87°16'52" East, 75.61 feet; thence South 00°00'00" West, 550.00 feet; thence South 87°12'49" West, 49.50 feet to the west line of the Southeast 1/4 of said Section 30; thence North 02°47'11" West along said west line, 20.53 feet to the southwest corner of the Northeast 1/4 of said Section 30; thence North 02°43'08" West along the west line of said Northeast 1/4 section, 528.91 feet to the point of beginning.

Containing in all 34,374 square feet (0.7891 acre) of lands, more or less.

NW CORNER OF  
THE NE 1/4 OF  
SEC. 30-1-22  
ON CONC. MON.  
W/ BRASS CAP  
N: 197,703.13  
E: 2,554,726.62 } GRID

2127.85'  
N87°16'52"E  
75.61'

POB

W. LINE NE 1/4 SEC 30-1-22  
S02°43'08"E 2656.76'

N02°43'08"W 528.91'  
S00°00'00"W 550.00'

PARCEL 20  
CSM. NO. 1699

UNPLATTED LANDS

GUN FREE ZONE  
34,374 SF  
0.7891 AC

SW CORNER OF  
THE NE 1/4 OF  
SEC. 30-1-22  
ON CONC. MON.  
W/ BRASS CAP

110TH STREET

S. LINE NW 1/4 SEC 30-1-22

S. LINE NE 1/4 SEC 30-1-22  
N89°35'27"E 2646.87'

N02°47'11"W  
20.53'

S87°12'49"W  
49.50'

SE CORNER OF  
THE NE 1/4 OF  
SEC. 30-1-22  
ON CONC. MON.  
W/ BRASS CAP

UNPLATTED LANDS

SW CORNER OF  
THE SE 1/4 OF  
SEC. 30-1-22  
ON CONC. MON.  
W/ BRASS CAP

W. LINE SE 1/4 SEC 30-1-22  
N02°47'11"W 2646.00'



R:\2017\178209 Breeze Terrace\Dwg\17-8209 EXHIBIT GUN FREE.dwg User: riskandarsjach

**JSD** Professional Services, Inc.  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
W238 N1616 BUSSE ROAD, SUITE 100  
WALKESHA, WISCONSIN 53188  
262.513.0866 PHONE | 262.513.1232 FAX

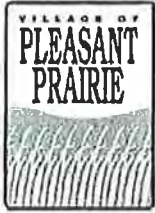
www.jsdinc.com

PROJECT:  
**BREEZE TERRACE**  
VILLAGE OF PLEASANT PRAIRIE

SHEET TITLE:  
**GUN FREE ZONE**  
EXHIBIT

JSD PROJECT NUMBER:  
17-8209  
DRAWN BY: RWI CHECKED BY: TAG  
DATE:  
05-20-18

SHEET NUMBER:  
**EX-1**



## COMPREHENSIVE PLAN AMENDMENT

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

Property Location: SE Corner of 116th Avenue and Corporate Drive

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: See attached  
To change the land use designation from See attached  
to See attached
- Neighborhood Plan Amendment to \_\_\_\_\_ Neighborhood
- Other Amendment to the Comprehensive Plan (specify) \_\_\_\_\_

Petitioner's interest in the requested amendment:

To develop the property into a 213-unit multifamily complex to be known as Breeze Terrace Apartments. Breeze Terrace will comprise nine buildings and a clubhouse.

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: July 2, 2018

### APPLICANT/AGENT:

Interstate Partners II Wisconsin LLC  
By: Francis Brzezinski, Manager

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: fb@interstatepartners.com

Date: July 2, 2018

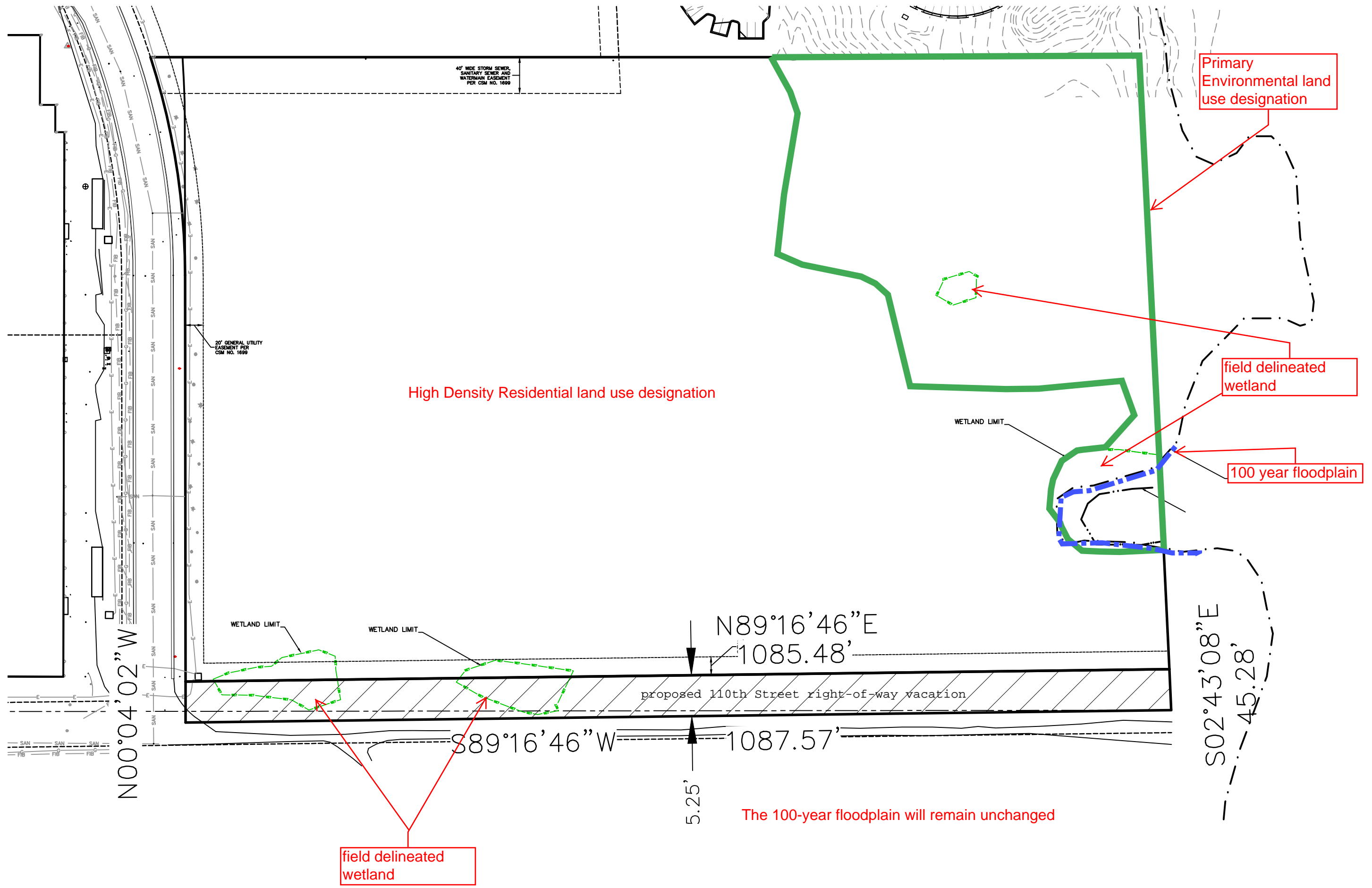
Community Development Department, 9915 39<sup>th</sup> Avenue, Pleasant Prairie WI 53158 262-925-6717

# Comprehensive Plan Amendment

The following amendments shall be made to the Comprehensive Land Use Plan Map:

- The woodland area on the site that is being preserved in the northeast corner and the wetland/floodplain area in the south eastern area of the site shall be placed within the Primary Environmental Corridor and the wetlands within these two areas shall be shown with a field delineated wetland land use designation.
- The other two wetland areas in the southwestern portion of the site shall be placed within an Park Recreation and Other Open Space land use designation with a field delineated wetland land use designation
- The location of the 100-year floodplain will not be changed.
- The remainder of the properties shall remain in the High Density Residential land use designation.
- The urban reserve designation on the properties shall also be removed.

# PROPOSED LAND USE MAP AMENDMENT



Primary Environmental land use designation

High Density Residential land use designation

field delineated wetland

100 year floodplain

N00°04'02''W

WETLAND LIMIT

WETLAND LIMIT

N89°16'46''E

1085.48'

proposed 110th Street right-of-way vacation

S89°16'46''W

1087.57'

5.25'






The 100-year floodplain will remain unchanged

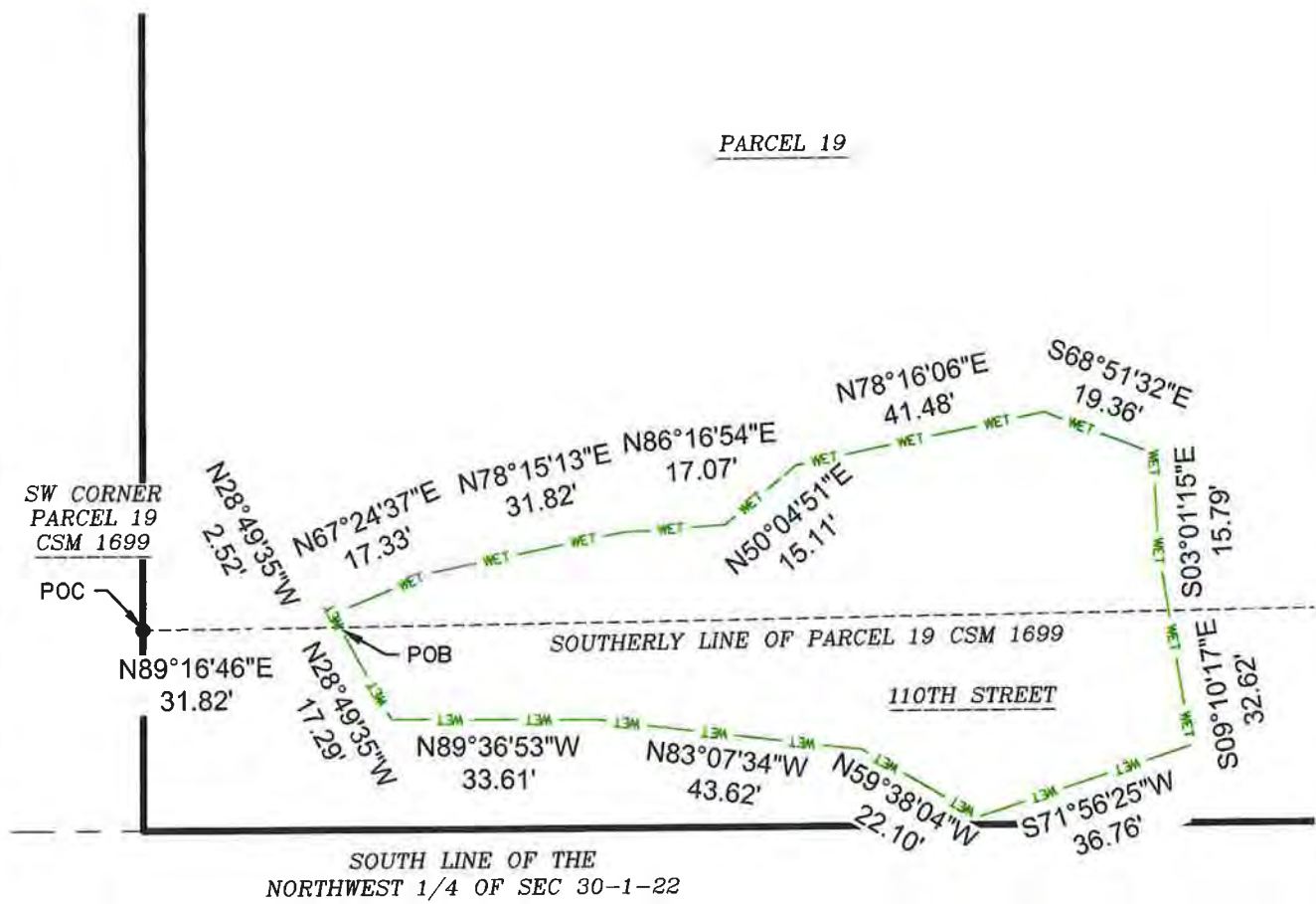
S02°43'08''E

45.28'


field delineated wetland

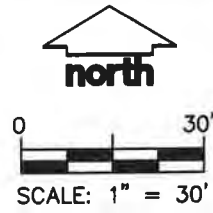
**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



**EXHIBIT**  
**WETLAND AREA 1**






<p>PREPARED BY:</p>  <p>W238 N1610 BUSSE RD, SUITE 100 WAUKESHA, WISCONSIN 53188 PHONE: (262)513-0888</p>	<p>PROJECT NAME:</p> <p>BREEZE TERRACE APARTMENTS</p>	<p>PROJECT NO: 17-8209</p> <p>FILE NO: -</p> <p>FIELDBOOK/PG: -</p> <p>SHEET NO: 1 OF 1</p>	<p>SURVEYED BY: -</p> <p>DRAWN BY: DRS</p> <p>CHECKED BY: -</p> <p>APPROVED BY: -</p>
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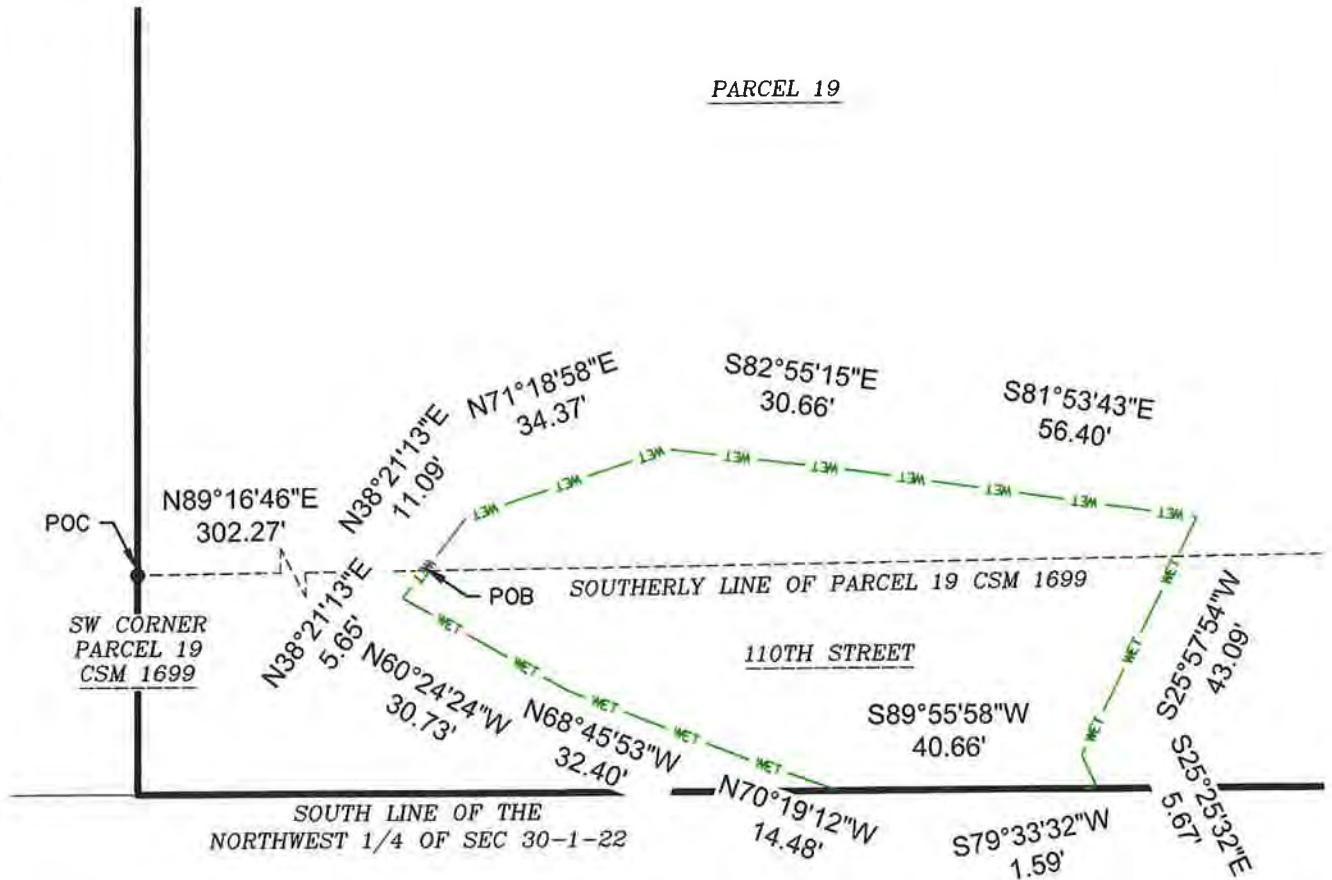


File: Y:\PROJECTS\2017\178209\17-8209 Baseemap - Standard\17-8209 Baseemap.dwg Layout: Wet 1 User: dselle Plotted: Jun 29, 2018 - 2:17pm



**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



File: Y:\PROJECTS\2017\178209\17-8209 Basemap - Standard\17-8209 Basemap.dwg Layout: Wet 2 User: dselle Plotted: Jun 29, 2018 - 2:17pm

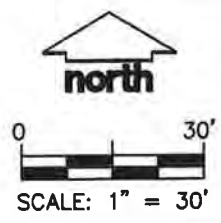
**EXHIBIT**  
**WETLAND AREA 2**

PREPARED BY:  
  
 W238 N1810 BUSSE RD, SUITE 100  
 WAUKESHA, WISCONSIN 53186  
 PHONE: (262)513-0888






PROJECT NAME:  
**BREEZE TERRACE APARTMENTS**

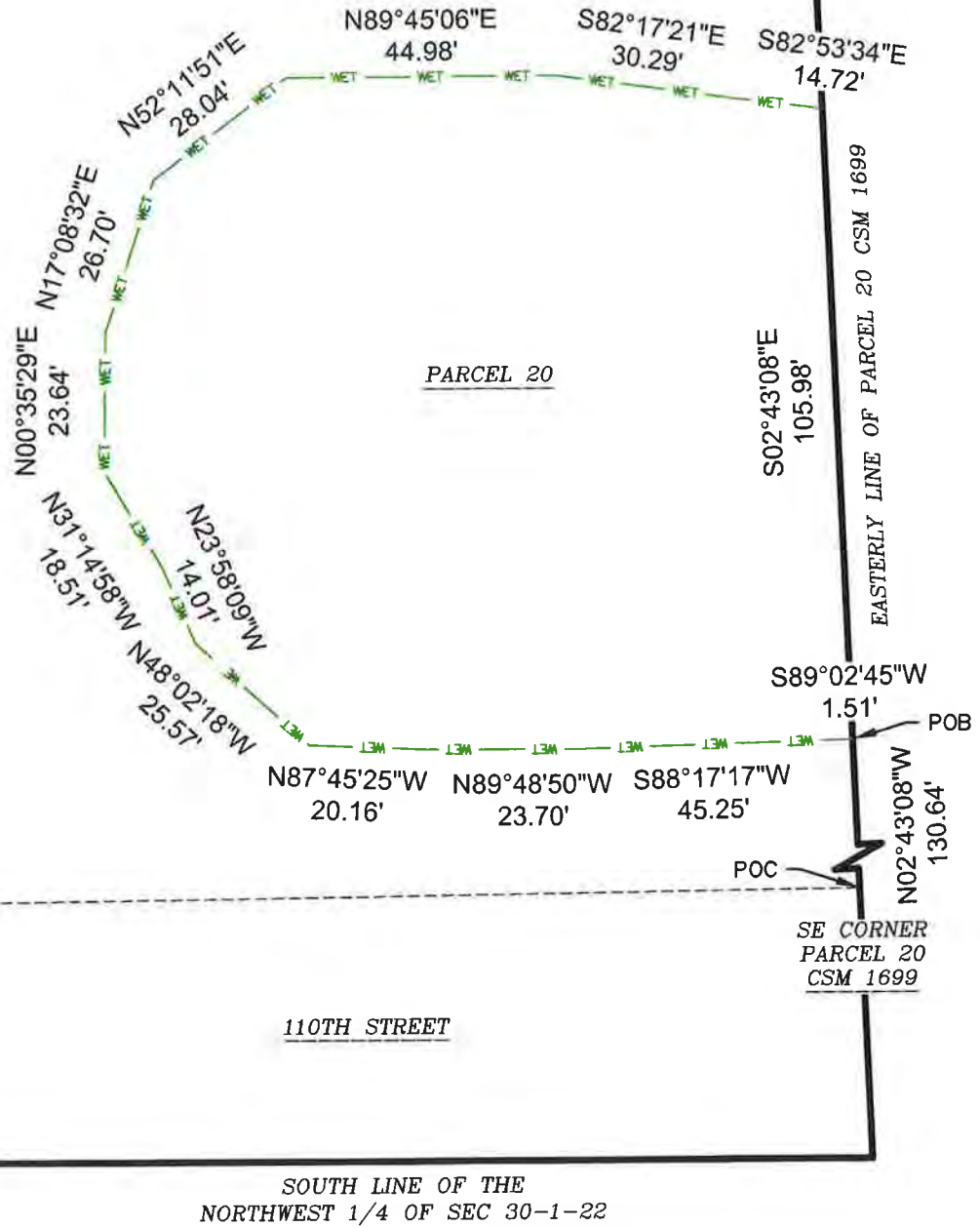
PROJECT NO: 17-8209  
 FILE NO: -  
 FIELDBOOK/PAGE: -  
 SHEET NO: 1 OF 1

SURVEYED BY: -  
 DRAWN BY: DRS  
 CHECKED BY: -  
 APPROVED BY: -



**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



File: X:\PROJECTS\2017\178209\17-8209 Basemap - Standard\17-8209 Basemap.dwg Layout: Wet 3 User: dselle Plotted: Jun 29, 2018 - 2:18pm

**EXHIBIT**  
**WETLAND AREA 3**

PREPARED BY:



W238 N1610 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
PHONE: (262)513-0666

PROJECT NAME:

BREEZE TERRACE  
APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

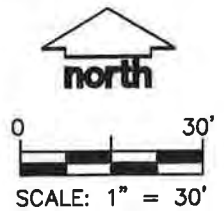
SHEET NO: 1 OF 1

SURVEYED BY: -






DRAWN BY: DRS

CHECKED BY: -

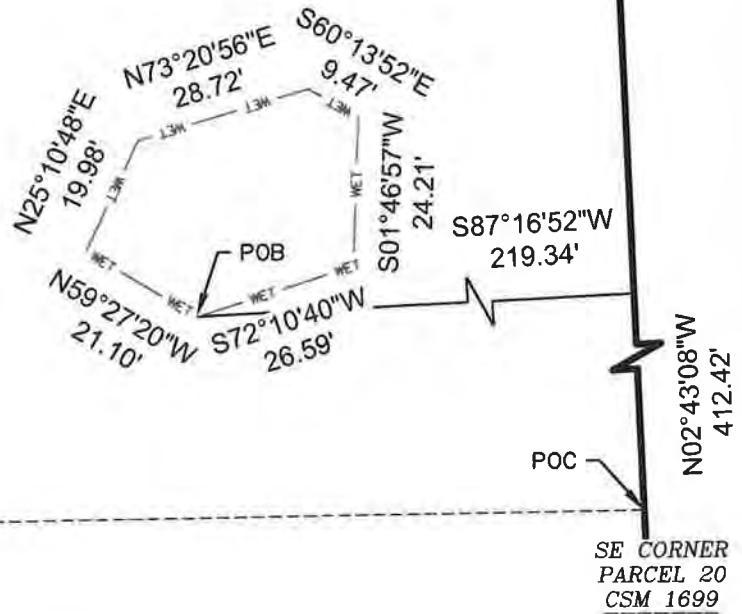
APPROVED BY: -



**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS

PARCEL 20



110TH STREET

SOUTH LINE OF THE  
NORTHWEST 1/4 OF SEC 30-1-22

**EXHIBIT**  
**WETLAND AREA 4**

PREPARED BY:



W238 N1810 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
PHONE: (262)513-0668

PROJECT NAME:

BREEZE TERRACE  
APARTMENTS

PROJECT NO: 17-8209

FILE NO:           

FIELDBOOK/PG:           

SHEET NO: 1 OF 1

SURVEYED BY:           

DRAWN BY: DRS

CHECKED BY:           

APPROVED BY:           



SCALE: 1" = 30'

File: Y:\PROJECTS\2017\178209\17-8209 BaseMap - Standard\17-8209 BaseMap.dwg Layout: Wet 4 User: dselle Plotted: Jun 29, 2018 - 2:19pm

**W238 N1610 BUSSE RD, SUITE 100**  
Verona, WI 53593

**WETLAND AREA 1 DESCRIPTION**

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 31.82 feet to the Point of Beginning of this wetland area; thence N 28 degrees 49 minutes 35 seconds W, 2.52 feet; thence N 67 degrees 24 minutes 37 seconds E, 17.33 feet; thence N 78 degrees 15 minutes 13 seconds E, 31.82 feet; thence N 86 degrees 16 minutes 54 seconds E, 17.07 feet; thence N 50 degrees 04 minutes 51 seconds E, 15.11 feet; thence N 78 degrees 16 minutes 06 seconds E, 41.48 feet; thence S 68 degrees 51 minutes 32 seconds E, 19.36 feet; thence S 03 degrees 01 minutes 15 seconds E, 15.79 feet; thence S 09 degrees 10 minutes 17 seconds E, 32.62 feet; thence S 71 degrees 56 minutes 25 seconds W, 36.76 feet; thence N 59 degrees 38 minutes 04 seconds W, 22.10 feet; thence N 83 degrees 07 minutes 34 seconds W, 43.62 feet; thence N 89 degrees 36 minutes 53 seconds W, 33.61 feet; thence N 28 degrees 49 minutes 35 seconds W, 17.29 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 5,536 square feet or 0.127 acres.

**WETLAND AREA 2 DESCRIPTION**

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 302.27 feet to the Point of Beginning of this wetland area; thence N 38 degrees 21 minutes 13 seconds E, 11.09 feet; thence N 71 degrees 18 minutes 58 seconds E, 34.37 feet; thence S 82 degrees 55 minutes 15 seconds E, 30.66 feet; thence S 81 degrees 53 minutes 43 seconds E, 56.40 feet; thence S 25 degrees 57 minutes 54 seconds W, 43.09 feet; thence S 25 degrees 25 minutes 32 seconds E, 5.67 feet; thence S 79 degrees 33 minutes 32 seconds W, 1.59 feet to the south line of the Northwest Quarter of said Section 30; thence S 89 degrees 55 minutes 58 seconds W, 40.66 feet along said south line; thence N 70 degrees 19 minutes 12 seconds W, 14.48 feet; thence N 68 degrees 45 minutes 53 seconds W, 32.40 feet; thence N 60 degrees 24 minutes 24 seconds W, 30.73 feet; thence N 38 degrees 21 minutes 13 seconds E, 5.65 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 4,907 square feet or 0.113 acres.

**WETLAND AREA 3 DESCRIPTION**



Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 130.64 feet to the Point of Beginning of this wetland area; thence S 89 degrees 02 minutes 45 seconds W, 1.51 feet; thence S 88 degrees 17 minutes 17 seconds W, 45.25 feet; thence N 89 degrees 48 minutes 50 seconds W, 23.70 feet; thence N 87 degrees 45 minutes 25 seconds W, 20.16 feet; thence N 48 degrees 02 minutes 18 seconds W, 25.57 feet; thence N 23 degrees 58 minutes 09 seconds W, 14.01 feet; thence N 31 degrees 14 minutes 58 seconds W, 18.51 feet; thence N 00 degrees 35 minutes 29 seconds E, 23.64 feet; thence N 17 degrees 08 minutes 32 seconds E, 26.70 feet; thence N 52 degrees 11 minutes 51 seconds E, 28.04 feet; thence N 89 degrees 45 minutes 06 seconds E, 44.98 feet; thence S 82 degrees 17 minutes 21 seconds E, 30.29 feet; thence S 82 degrees 53 minutes 34 seconds E, 14.72 feet to said east line; thence S 02 degrees 43 minutes 08 seconds E along said east line, 105.98 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 12,519 square feet or 0.287 acres.

#### ***WETLAND AREA 4 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 412.42 feet; thence S 87 degrees 16 minutes 52 seconds W, 219.34 feet to the Point of Beginning of this wetland area; thence N 59 degrees 27 minutes 20 seconds W, 21.10 feet; thence N 25 degrees 10 minutes 48 seconds E, 19.98 feet; thence N 73 degrees 20 minutes 56 seconds E, 28.72 feet; thence S 60 degrees 13 minutes 52 seconds E, 9.47 feet; thence S 01 degrees 46 minutes 57 seconds W, 24.21 feet; thence S 72 degrees 10 minutes 40 seconds W, 26.59 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 1,143 square feet or 0.026 acres.

*Interstate Partners*  
N16 W23217 Stone Ridge Dr., Ste. 120  
Pewaukee, WI 53188

**PRIMARY ENVIRONMENTAL CORRIDOR REZONING DESCRIPTION**  
**C-2, Upland Conservancy District & Floodplain Overlay District**

Part of Parcel 20, Certified Survey Map 1699, recorded in Volume 1609, page 129, as document number 1205752 and 1821545, being a part of the Northeast Quarter of the Northwest Quarter, and the Southeast Quarter of the Northwest Quarter Section 30, Township 01 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin more particularly described as follows:

Beginning at the Northeast corner of Parcel 20, aforesaid; thence South 02 degrees 43 minutes 08 seconds East along the East line of said Parcel and the Northwest quarter of said Section, 439.16 feet to a point of a wetland, field delineated by Wetland and Waterway Consulting; thence North 82 degrees 53 minutes 34 seconds West along said wetland line, 14.72 feet; thence North 82 degrees 17 minutes 21 seconds West, 30.29 feet; thence South 89 degrees 45 minutes 06 seconds West, 18.95 feet; thence North 44 degrees 19 minutes 08 seconds East, 50.00 feet; thence North 11 degrees 37 minutes 50 seconds East, 4.81 feet; thence North 17 degrees 34 minutes 54 seconds West, 37.01 feet; thence South 84 degrees 41 minutes 22 seconds West, 98.83 feet; thence North 88 degrees 51 minutes 35 seconds West, 136.81 feet; thence North 12 degrees 46 minutes 02 seconds West, 92.03 feet; thence North 25 degrees 16 minutes 38 seconds West, 15.64 feet; thence North 44 degrees 41 minutes 19 seconds West, 15.66 feet; thence North 64 degrees 05 minutes 58 seconds West, 15.64 feet; thence North 79 degrees 10 minutes 20 seconds West, 68.84 feet; thence North 64 degrees 00 minutes 20 seconds West, 29.01 feet; thence North 04 degrees 36 minutes 50 seconds East, 62.14 feet; thence North 09 degrees 32 minutes 41 seconds East, 92.25 feet; thence North 16 degrees 54 minutes 42 seconds West, 29.23 feet; thence North 31 degrees 25 minutes 29 seconds West, 41.18 feet to point on the North line of Parcel 20, aforesaid; thence North 90 degrees 00 minutes 00 seconds East along said line, 408.67 feet to the Point of Beginning.

Excluding a field delineated wetland, more particularly described as follows:

Commencing at the Northeast corner of Parcel 20, Aforesaid; thence South 02 degrees 43 minutes 08 seconds East along the East line of said Parcel, 232.31 feet; thence South 87 degrees 16 minutes 52 seconds West, 191.77 feet to the point of beginning of this description; thence South 01 degree 46 minutes 57 seconds West, 24.21 feet; thence South 72 degrees 10 minutes 40 seconds West, 26.59 feet; thence North 59 degrees 27 minutes 20 seconds West, 21.10 feet; thence North 25 degrees, 10 minutes 48 seconds East, 19.98 feet; thence North 73 degrees 20 minutes 56 seconds East, 28.72 feet; thence South 60 degrees 13 minutes 52 seconds East, 9.47 feet to the Point of Beginning.

Said parcel containing a total of 131,166 square feet or 3.011 acres.

PARCEL 21  
CSM 1699

N90°00'00"E 408.67'

P.O.B.

**PRIMARY ENVIROMENTAL  
CORRIDOR**

131,166 S.F.  
3.011 ACRE

232.31'  
S02°43'08"E 439.16'

PARCEL 20  
CSM 1699

P.O.B.  
S87°16'52"W 191.77'

**LEGEND**

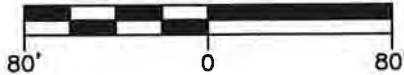
- PLAT BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- PLATTED LOT LINE
- EASEMENT LINE
- WET DELINEATED WETLANDS

**NOTES**

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 23 AND 26, 2018.
2. BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF LOT 20, CSM NO. 1699, RECORDED AS S02°43'08"W.



SCALE IN FEET



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N82°53'34"W	14.72'
L2	N82°17'21"W	30.29'
L3	S89°45'06"W	18.95'
L4	N44°19'08"E	50.00'
L5	N11°37'50"E	4.81'
L6	N17°34'54"W	37.01'
L7	S84°41'22"W	98.83'
L8	N88°51'35"W	136.81'

**LINE TABLE**

LINE	BEARING	DISTANCE
L9	N12°46'02"W	92.03'
L10	N25°16'38"W	15.64'
L11	N44°41'19"W	15.66'
L12	N64°05'58"W	15.64'
L13	N79°10'20"W	68.84'
L14	N64°00'20"W	29.01'
L15	N04°36'50"E	62.14'
L16	N09°32'41"E	92.25'

**LINE TABLE**

LINE	BEARING	DISTANCE
L17	N16°54'42"W	29.23'
L18	N31°25'29"W	41.18'
L19	S01°46'57"W	24.21'
L20	S72°10'40"W	26.59'
L21	N59°27'20"W	21.10'
L22	N25°10'48"E	19.98'
L23	N73°20'56"E	28.72'
L24	S60°13'52"E	9.47'

File: I:\2017\178209 (milw)\178209 Rezoning C-2 R-11.dwg Layout: EM-PEC-C-2 User: colsen Plotted: Jun 29, 2018 - 4:11pm

**JSD Professional Services, Inc.**  
MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE RD. SUITE 100  
WAUKESHA, WISCONSIN 53189  
262 513 0866 PHONE | 262 513 1232 FAX

PROJECT:  
**BREEZE TERRACE  
APARTMENTS**  
  
VILLAGE OF PLEASANT PRAIRIE, WI

SHEET TITLE:  
**REZONING  
EXHIBIT MAP**

JSD PROJECT NUMBER:  
17-8209  
DRAWN BY: CHECKED BY:  
CJO AWW  
DATE:  
28 JUNE, 2018

SHEET NUMBER:  
**2 OF 2**

**LINE TABLE**

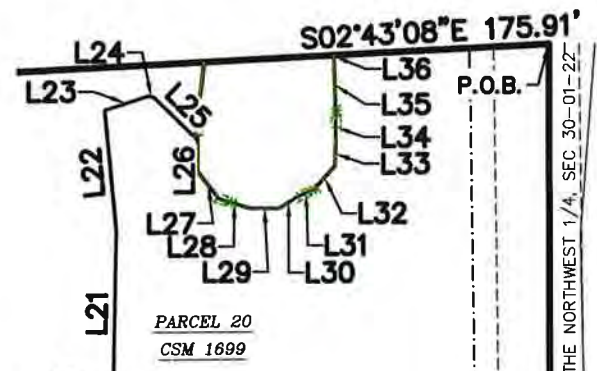
LINE	BEARING	DISTANCE
L1	N79°33'32"E	1.59'
L2	N25°25'32"W	5.67'
L3	N25°57'54"E	43.09'
L4	N81°53'43"W	56.40'
L5	N82°55'15"W	30.66'
L6	S71°18'58"W	34.37'
L7	S38°21'13"W	16.75'
L8	S60°24'24"E	30.73'
L9	S68°45'53"E	32.40'
L10	S70°19'12"E	14.47'
L11	S31°25'29"E	41.18'
L12	S16°54'42"E	29.23'
L13	S09°32'41"W	92.25'
L14	S04°36'50"W	62.14'
L15	S64°00'20"E	29.01'
L16	S79°10'20"E	68.84'
L17	S64°05'58"E	15.64'
L18	S44°41'19"E	15.66'
L19	S25°16'38"E	15.64'
L20	S12°46'02"E	92.03'
L21	S88°51'35"E	136.81'
L22	N84°41'22"E	98.83'
L23	S17°34'54"E	37.01'
L24	S11°37'50"W	4.81'
L25	S44°19'08"W	50.00'
L26	S89°45'06"W	26.03'
L27	S52°11'51"W	28.04'
L28	S17°08'32"W	26.70'
L29	S00°35'29"W	23.64'
L30	S31°14'58"E	18.51'
L31	S23°58'09"E	14.01'
L32	S48°02'18"E	25.57'
L33	S87°45'25"E	20.16'
L34	S89°48'50"E	23.70'
L35	N88°17'17"E	45.25'

**LEGEND**

- 3/4" REBAR FOUND
- PLAT BOUNDARY
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - PLATTED LOT LINE
- - - EASEMENT LINE
- WET — DELINEATED WETLANDS

**NOTES**

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 23 AND 26, 2018.
2. BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF LOT 20, CSM NO. 1699, RECORDED AS S02°43'08"W.



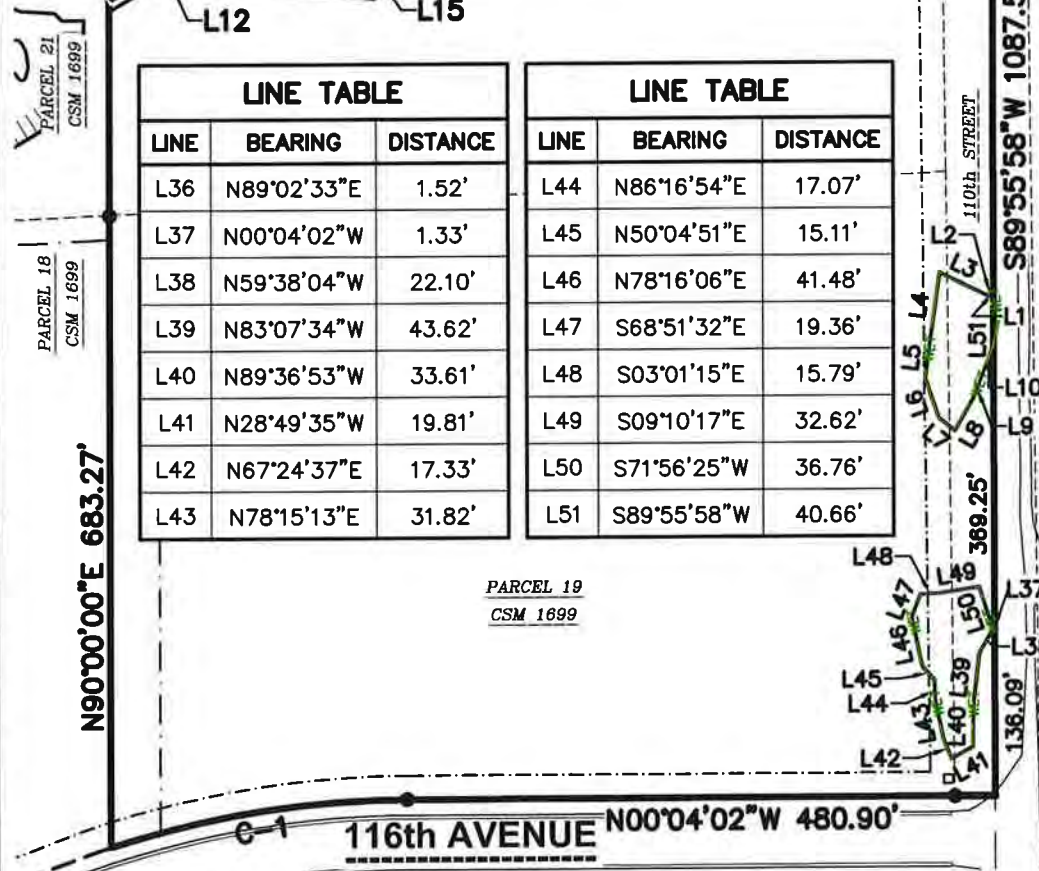
PARCEL 20  
CSM 1699

**HIGH DENSITY  
RESIDENTIAL**  
619,685 S.F.  
14.226 ACRE

LINE	BEARING	DISTANCE
L36	N89°02'33"E	1.52'
L37	N00°04'02"W	1.33'
L38	N59°38'04"W	22.10'
L39	N83°07'34"W	43.62'
L40	N89°36'53"W	33.61'
L41	N28°49'35"W	19.81'
L42	N67°24'37"E	17.33'
L43	N78°15'13"E	31.82'

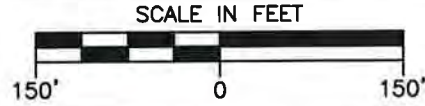
LINE	BEARING	DISTANCE
L44	N86°16'54"E	17.07'
L45	N50°04'51"E	15.11'
L46	N78°16'06"E	41.48'
L47	S68°51'32"E	19.36'
L48	S03°01'15"E	15.79'
L49	S09°10'17"E	32.62'
L50	S71°56'25"W	36.76'
L51	S89°55'58"W	40.66'

PARCEL 19  
CSM 1699



N90°00'00"E 683.27'

116th AVENUE N00°04'02"W 480.90'



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C-1	244.61'	785.00'	243.62'	N08°59'39"W

File: I:\2017\178209 (milw)\178209 Rezoning C-2 R-11.dwg Layout: EM-HDR\_R-11 User: colsen Plotted: Jun 29, 2018 - 2:42pm

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE RD SUITE 100  
WAUKESHA, WISCONSIN 53188  
262 513 0866 PHONE | 262 513 1232 FAX

www.jsdinc.com

PROJECT:  
**BREEZE TERRACE  
APARTMENTS**

VILLAGE OF PLEASANT PRAIRIE, WI

SHEET TITLE:  
**REZONING  
EXHIBIT MAP**

JSD PROJECT NUMBER:  
17-8209

DRAWN BY: CJO CHECKED BY: AWW

DATE:  
28 JUNE, 2018

SHEET NUMBER:  
**3 OF 3**



8-17-18

### CERTIFIED SURVEY MAP No. \_\_\_\_\_

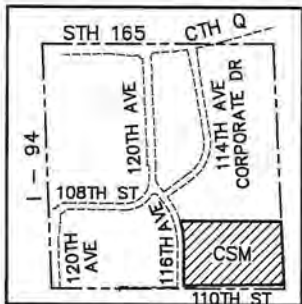
BEING A REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**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.



**LOCATION MAP**  
NW 1/4 SEC 30-1-22  
SCALE: 1"=2000'

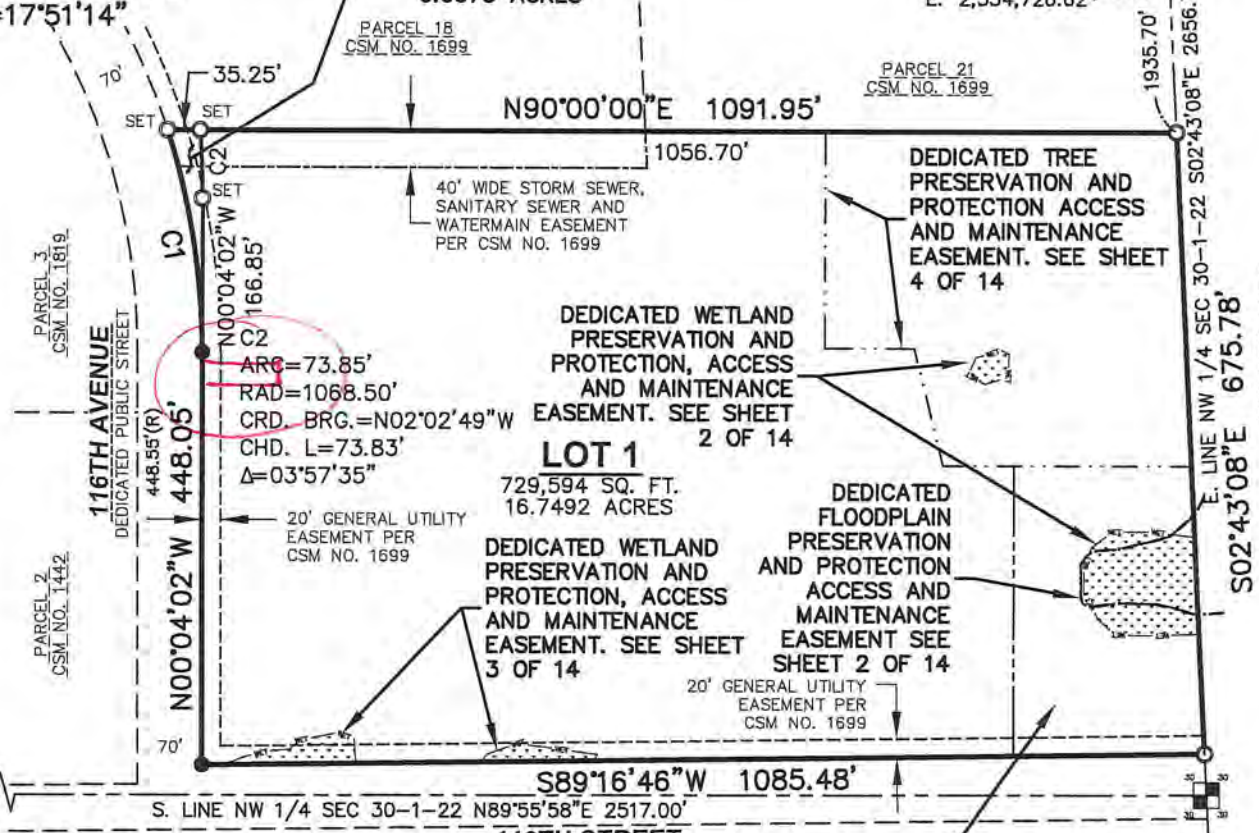
\* Recheck all easement labels to be identical to narrative in Dedication's language.

C1

ARC=244.61'  
RAD=750.00'  
CRD. BRG.=N08°59'39"W  
CHD. L=243.62'  
Δ=17°51'14"

DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES  
2,939 SQ. FT.  
0.0675 ACRES

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

110TH STREET  
DEDICATED PUBLIC STREET - 70' WIDE UNPLATTED LANDS

SE CORNER OF THE NW 1/4 OF SEC. 30-1-22 ON CONC. MON. W/ BRASS CAP

SEE SHEET 6 OF 14 FOR UTILITY EASEMENT

DEDICATED STORMWATER DRAINAGE, RETENTION BASIN AND ACCESS AND MAINTENANCE EASEMENT. SEE SHEET 5 OF 14

SEE SHEET 7 OF 14 FOR POND ACCESS EASEMENT

#### 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.

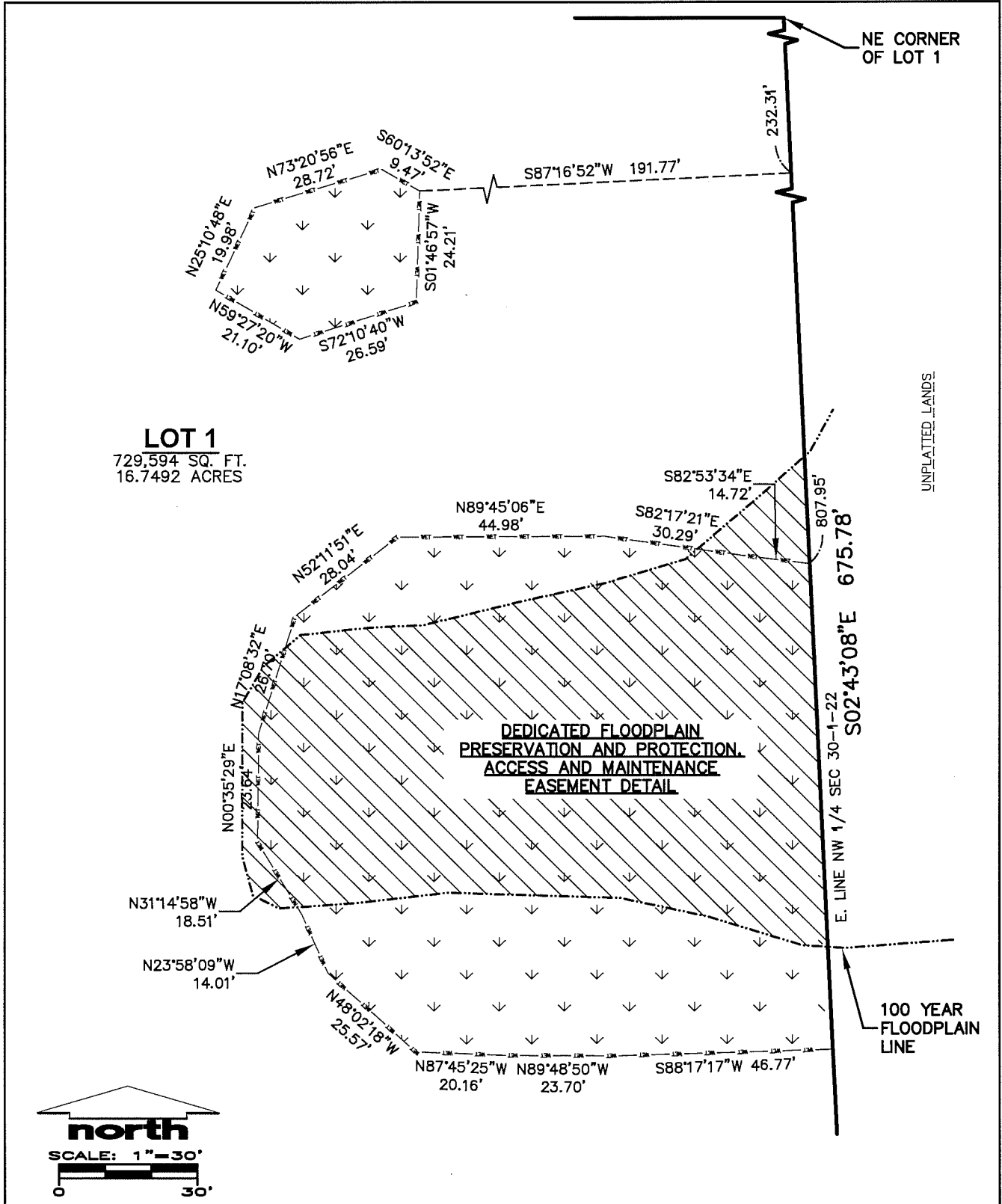
DATED THIS \_\_\_\_\_ DAY OF JULY, 2018

THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

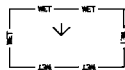
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**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

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



**DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT DETAIL**



**DEDICATED FLOODPLAIN PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT DETAIL**

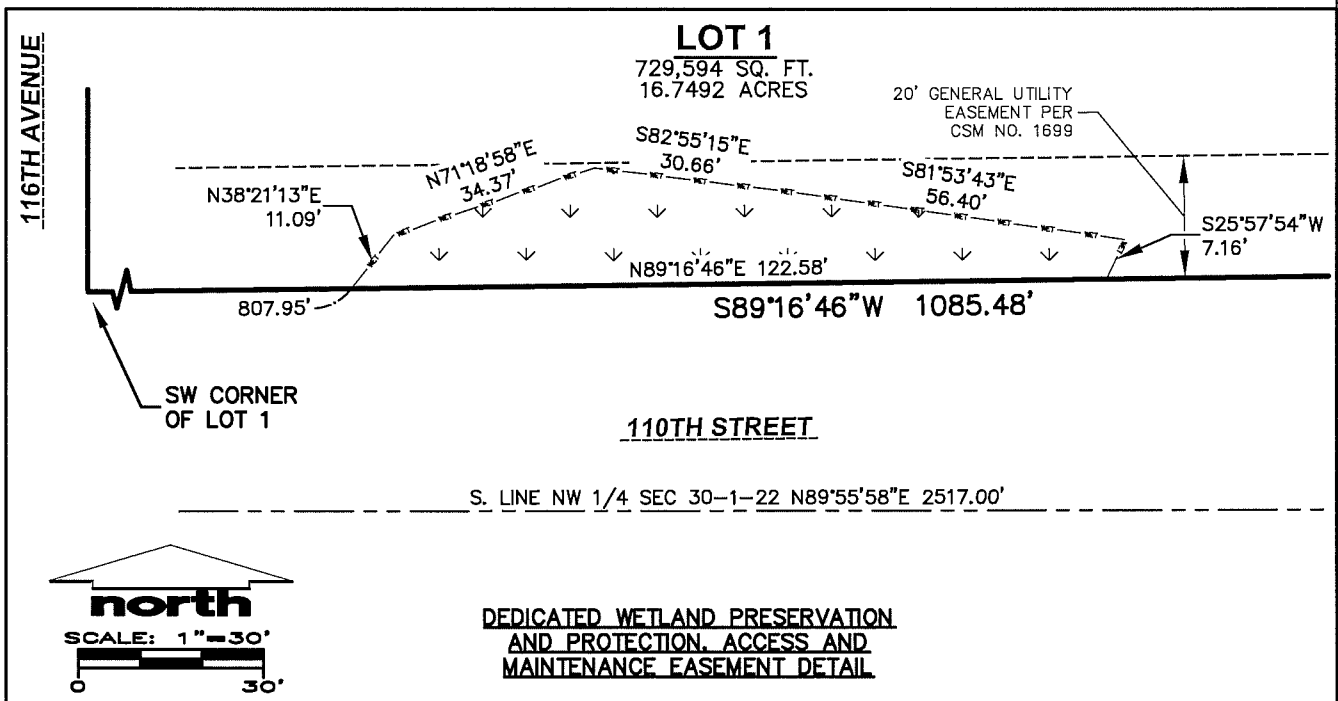
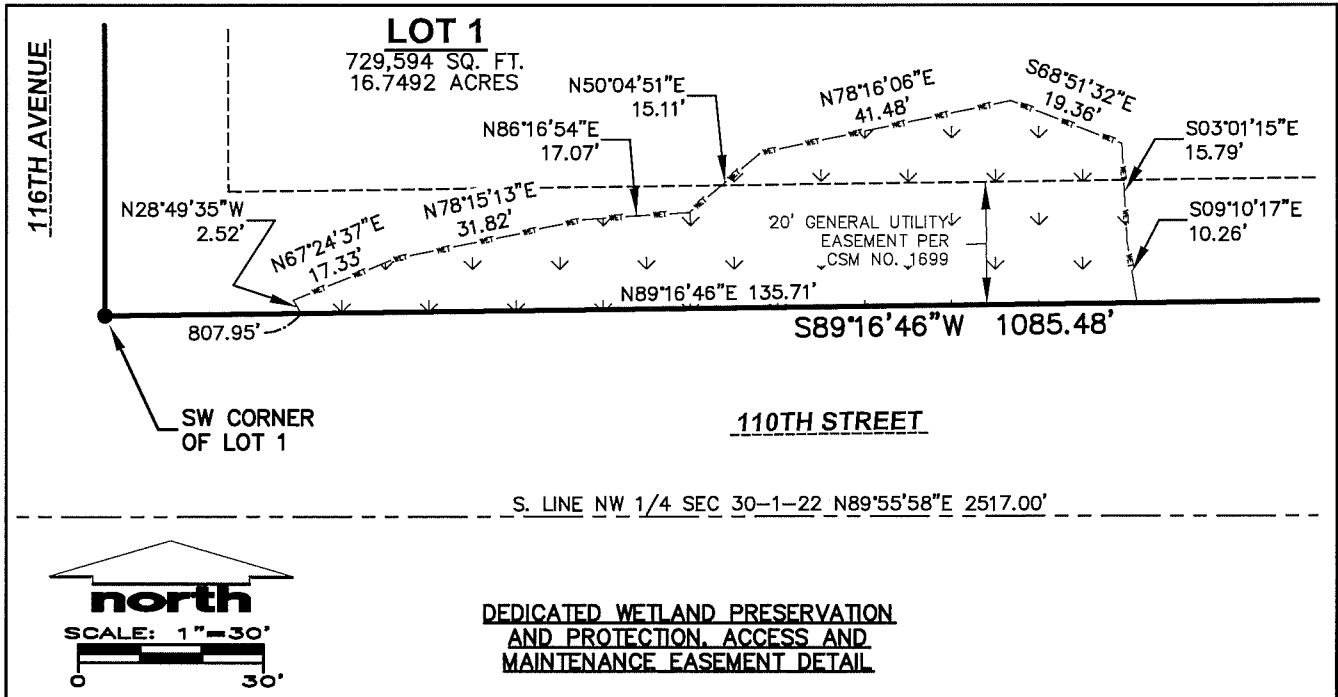
DATED THIS \_\_\_\_\_ DAY OF JULY, 2018  
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 2 OF 14

R:\2017\178209 Breeze Terrace\Draw\17-8209 CSM.dwg

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

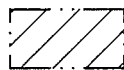
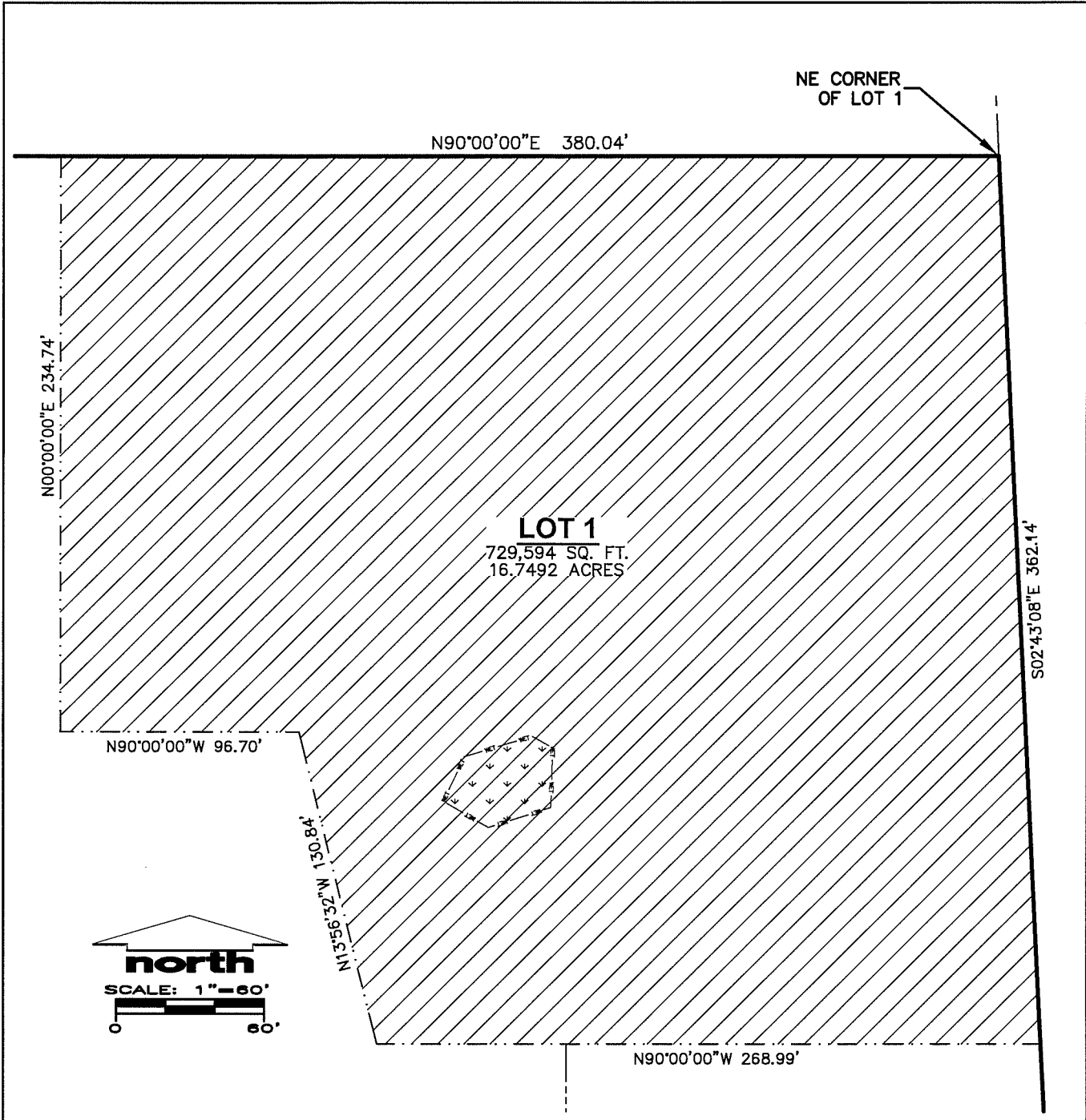
BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE  
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF  
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



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. \_\_\_\_\_**

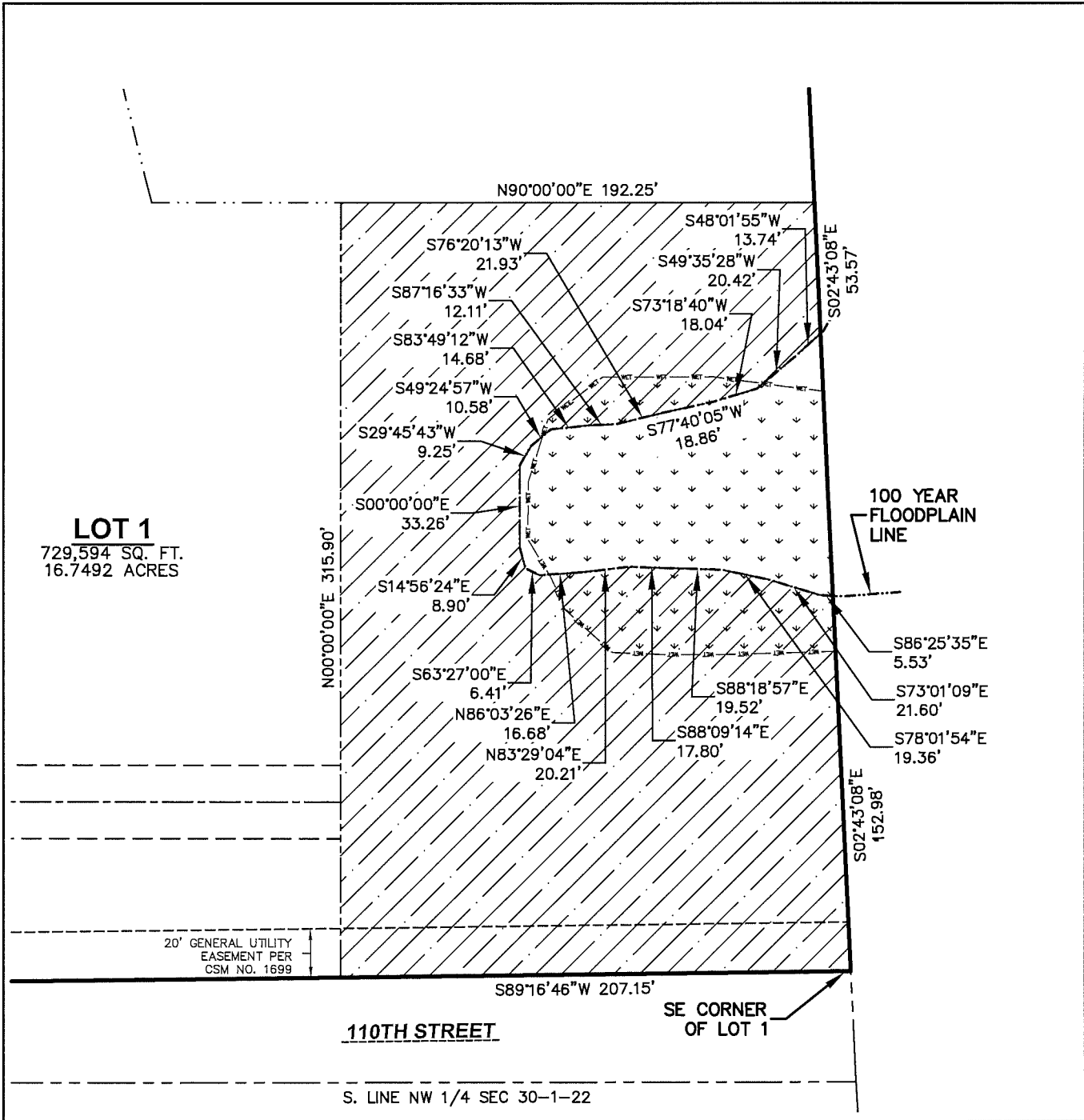
BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



DEDICATED TREE PRESERVATION  
AND PROTECTION, ACCESS AND  
MAINTENANCE EASEMENT DETAIL

**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



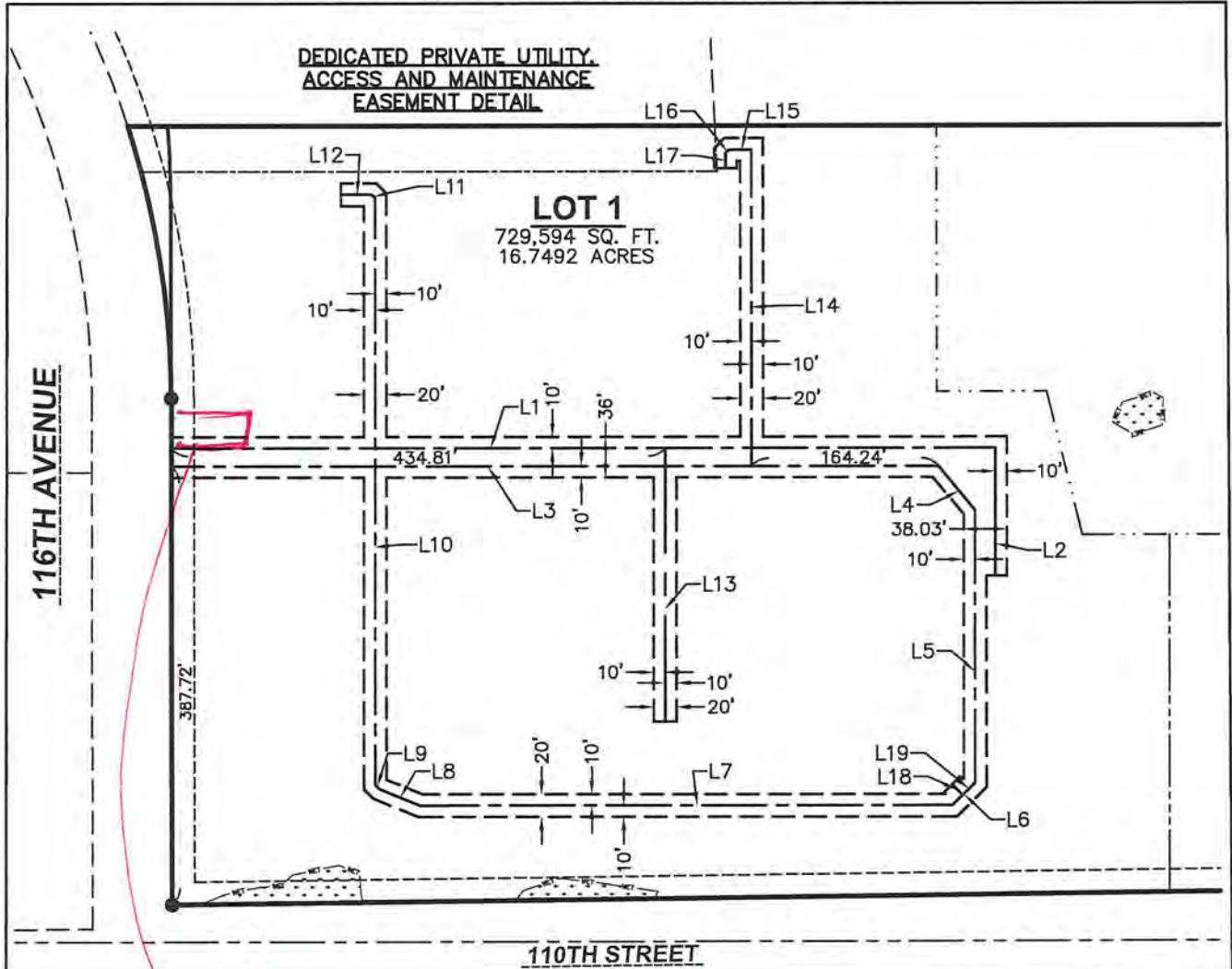
 **DEDICATED STORMWATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT DETAIL**



R:\2017\178209 Breeze Terrace\Draw\17-8209\_CSM.dwg

**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



*Dedicated 20' Sanitary Sewer, Access and*

*Maintenance Easement  
(adjust based upon current utility alignment).*

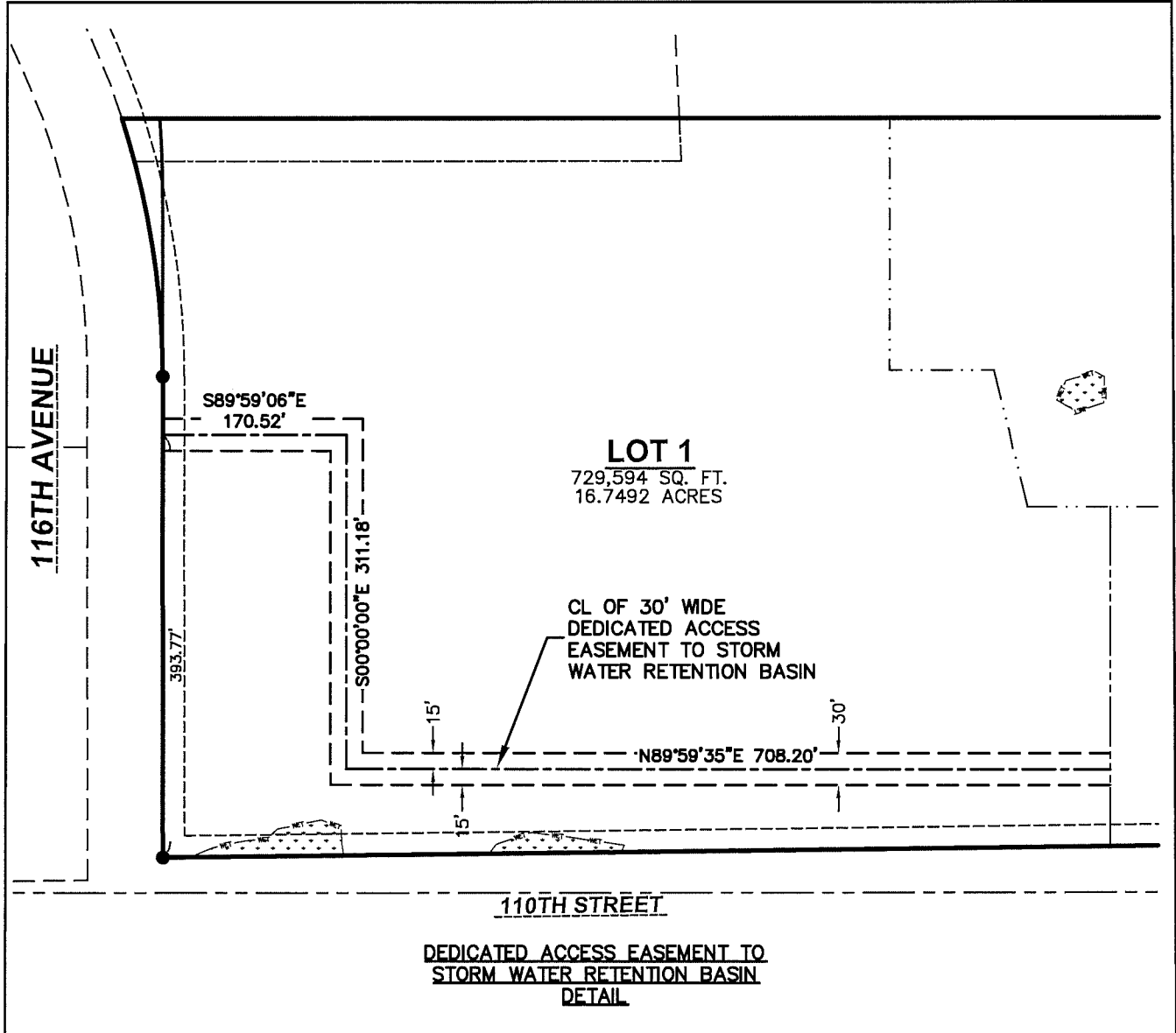
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N89°59'42"E	725.53'
L2	S00°00'00"E	113.53'
L3	S89°59'42"W	675.08'
L4	N39°20'34"W	51.11'
L5	N00°00'25"W	240.66'
L6	N44°59'35"E	28.29'
L7	N89°59'35"E	468.71'
L8	S67°29'44"E	38.74'
L9	S45°00'25"E	5.00'
L10	S00°00'25"E	519.36'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L11	S45°00'25"E	4.16'
L12	N89°59'35"E	26.96'
L13	S00°00'18"E	241.77'
L14	S00°00'00"E	279.99'
L15	N90°00'00"E	19.75'
L16	N45°00'00"E	4.24'
L17	N00°00'00"E	13.50'
L18	S45°00'00"E	13.23'
L19	S44°59'47"W	15.56'



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 (Final Draft date August 17, 2018)**

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 previous landowner and Breeze Terrace LLC (the "Developer and Lot 1 Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") as it pertains to 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, 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 Village for the Owner of Lot 1 within the public street terrace area of the right-of-way for the Lot 1 Owner's required planting, mowing, watering and maintenance of grass in the terrace area, for the maintenance and replanting of public street trees in the terrace area; the construction, maintenance and snow plowing of private driveways and public sidewalks, and the installation of public street lights and the payment of public street lights energy and maintenance costs benefiting Lot 1. In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street area shown on this CSM and the rights of the Lot 1 Owner pursuant to the Dedicated Public Street and developer easements identified 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 roadways, private driveways and public sidewalks; site grading; placing of topsoil, seeding or sodding and mowing of the street terrace area; installation, maintenance and replacement of public streets; installation of communications facilities; extensions and maintenance of private sanitary sewer and water utilities; maintenance of the private storm water drainage and storm water retention basins; 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 Village approvals.

2. Perpetual nonexclusive easements coextensive with the areas shown as a **20' General Utility Easement** (provided on CSM No. 1699, as Document #934874 and recorded at the Kenosha County Register of Deeds Office), and shown on this CSM were dedicated, given, granted, conveyed by the former landowner 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 20' General Utility Easement areas 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 20' 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 areas on which such Easements are located as does not interfere with the purpose of the utility and communications Easements and the use of such Easements by the Utility and Communications Grantees. Unless 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 Lot Owner 1 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.

4. A perpetual nonexclusive easement coextensive with the area shown as a **40' Wide Public Storm Sewer, Sanitary Sewer and Watermain Easement**, (provided on CSM No. 1699, as Document #934874 and recorded at the Kenosha County Register of Deeds Office), and shown on this CSM , was dedicated, given, granted, conveyed by the former landowner 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 Public 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 Village's use of the easement area. The elevation of the existing ground surface within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement area shall only be altered in accordance with separate agreement between the Village and Lot 1 Owner. Upon any land disturbance activities, 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 land disturbance within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement area so that it does not interfere with the purpose of the Village's utilities and the use of such easement granted to the Village. No landscaping, buildings, fences, driveways, parking or structures of any kind shall be placed within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement area without the prior written approval of the Village and subject to any conditions as may be imposed by the Village.

5. Perpetual nonexclusive easements coextensive with the areas shown as **Dedicated Private Water Mains and Private Sanitary Sewer Mains, Access and Maintenance Easements** on this CSM are hereby dedicated, given, granted and conveyed by the Lot 1 Owner to the Village for private water system and private sanitary sewer system improvements, uses and purposes, construction, installation, repair, alteration, replacement and maintenance activities and for all related ingress and egress. The Easements granted to the Village shall be exclusive, except for: the Lot 1 Owner's responsibilities for the construction, installation, repair, alteration and replacement and maintenance of the private water main and private sanitary sewer main and related appurtenances and the use, cleaning, televising and sampling and parking lot maintenance of the Easement land areas. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

6. A perpetual nonexclusive easement coextensive the areas shown as a **Dedicated Private Storm Water Drainage, Retention Basin, Access and Maintenance Easement and a Dedicated Access Easement** leading from 116<sup>th</sup> Avenue to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on this CSM are hereby dedicated, given granted and conveyed by the Lot 1 Owner to the Village for the purposes of storm water drainage, storm sewer and retention basin(s) grading, construction, installation, planting, lighting, irrigation, related maintenance and for all related ingress and egress of the drainage areas benefitting the development. These Easements shall be exclusive, except for: (1) other such easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the retention basin and storm sewer installation; aerator installation and maintenance; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Lot 1 Owner. Unless the Village exercises the Easement rights granted to it herein with respect to these Easements, the Village shall have no obligation to do anything pursuant to its rights under these Easements. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

7. A perpetual nonexclusive easement coextensive with the area shown as a **20' Dedicated Public Sanitary Sewer, Access and Maintenance Easement** which overlaps the existing 20' General Utility Easement recorded on CSM # 1699 adjacent to 116<sup>th</sup> Avenue, is hereby dedicated, given, granted, conveyed by the Lot 1 Owner to the Village, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining public sanitary sewer force main utilities and other related facilities along with any related ingress and egress in order to serve the adjacent lands to the south of Lot 1. The Dedicated 20' Sanitary Sewer, Access and Maintenance 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 Village's use of the Sanitary Sewer, Access and Maintenance Easement area. Upon the installation of the sanitary sewer force main and related appurtenances, the elevation of the existing ground surface within the Easement shall only be altered in accordance with the Village's approval. Upon the installation of the sanitary sewer force main and related appurtenances, the Easement shall be restored, as nearly as is reasonably possible, to the condition existing prior to installation of such sanitary sewer utilities as it does not interfere with the purpose of the sanitary sewer utilities and the use of such easement by the Village. No buildings, fences, or structures of any kind shall be placed within the 20'

Dedicated Public Sanitary Sewer, Access and Maintenance Easement area without the prior written approval of the Village and subject to any conditions as may be imposed by the Village.

8. A perpetual nonexclusive easement coextensive with the area shown as a **20' Dedicated Public Sanitary Sewer, Access and Maintenance Easement** is hereby dedicated, given, granted, conveyed by the Lot 1 Owner to the Village, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining sanitary sewer main utilities and other related facilities extending up to the sanitary sewer metering manhole on Lot 1, including and any related ingress and egress. The Dedicated 20' Sanitary Sewer, Access and Maintenance 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 Village's use of the easement area. Upon the installation of the sanitary sewer utility lines and related appurtenances, the elevation of the existing ground surface within the Easement shall only be altered in accordance with separate agreement between the Village and Lot 1 Owner. Upon the installation of the required utilities, the Village 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 sewer utilities within the Easement area as does not interfere with the purpose of the sewer utility and the use of such easement by the Village. No buildings, fences, or structures of any kind shall be placed within the 20' Dedicated Public Sanitary Sewer, Access and Maintenance Easement area without the prior written approval of the Village. In the event of any conflicts between the rights of the Village pursuant to this Easement and the rights of any other persons or entities with respect to this Easement, the Village's rights under this Easement shall be deemed to be superior.

9. A perpetual easement coextensive with the area shown as a **10' Dedicated Private Landscape, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed by the Lot 1 Owner to the Village for the purposes of installation, replacement and maintenance of landscape materials, signage, lighting and irrigation and related maintenance and all related ingress and egress benefitting the adjacent Development. This Easement shall be exclusive, except for: (1) other such easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use; landscape planting, signage, irrigating, and lighting installation and maintenance responsibilities; and ingress and egress in the Easement areas which shall be required of the Lot 1 Owner and (3) such above-ground use; landscape planting, signage, irrigating, and lighting installation and maintenance responsibilities; and ingress and egress in the Easement areas granted to the Village. Unless the Village exercises the Easement rights granted to it hereunder with respect to the Easement, the Village shall have no obligation to do anything pursuant to its rights under this Easement. In the event of any conflict between the rights of the Lot 1 Owner and the rights of the Village or of other entities with respect to the Easement, the Village's rights under the Easement shall be deemed to be superior.

10. A nonexclusive easement coextensive within the areas shown as a **Dedicated Wetland Preservation and Protection, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Lot 1 Owner 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 the Easement areas, the Village shall have no obligation to do anything related to its rights under these Easements.

11. A nonexclusive easement coextensive within the area shown as a **Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for floodplain 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 the Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

11. A nonexclusive easement coextensive within the area shown as a **Dedicated Tree Preservation and Protection, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for tree 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 the Easement area, the Village shall have no obligation to do anything related to its rights under this Easement.

## **RESTRICTIVE COVENANTS**

1. Breeze Terrace LLC (the “Developer and Lot 1 Owner”) hereby covenants that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the **Public Street Trees** located within the 116th Avenue right-of-way terrace area 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, marketing 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 and subject to any conditions that the Village may impose. 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. 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.

2. The Developer hereby covenants that the Lot 1 Owner shall be responsible for all costs associated with the construction and snow removal of the private driveways and public sidewalks, grading, placement of topsoil, seeding or sodding and mowing of the **Public Street Terrace** area; and payment of the **Public Street Lights** energy and maintenance costs. Such obligations shall be completed 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 on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

3. The Developer hereby covenants that the Lot 1 Owner shall have the obligation of maintaining and replacing the private **Dedicated Private Storm Water Drainage, Retention Basin, Access and Maintenance Easement** areas on this CSM in a functional, neat and nuisance-free condition to handle storm water in the development. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to re-establish design capacity; installing, repairing and replacing the aerator/fountain, removing of trash and debris leaves, and brush; clearing and repairing basin structures; and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage and retention basin easement areas which blocks, diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot 1 Owner and shall benefit and be enforceable by the Village. Such storm water drainage, storm sewer and retention basin maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, storm sewer or retention basin 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. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

4. The Developer hereby covenants that the Lot 1 Owner shall have the obligation of maintaining and replacing the **Dedicated Private Water and Private Sanitary Sewer, Access and Maintenance Easement** areas shown on this CSM in a functional, maintenance-free condition to handle private water and sanitary sewer in the development. Such private water main system and appurtenances maintenance shall include, without limitation: fire hydrant and water main flushing, water sampling, exercising the water main valves, and inspecting, repairing, replacing and maintaining the private water system pursuant to a regular maintenance schedule as prescribed by the Village. Such private sanitary sewer main system and appurtenances maintenance shall include, without limitation: sanitary sewer main cleaning and televising, and inspecting, repairing and replacing and maintaining the sanitary sewer system pursuant to a regular maintenance schedule as prescribed by the Village. No driveways, patios, fences, signage or structures shall be erected over the private water and sanitary sewer mains. An annual report shall be provided by the Lot 1 Owner to the Village Public Works Department regarding the annual maintenance activities associated with the private sanitary sewer and water system improvements. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot 1 Owner and shall benefit and be enforceable by the Village. Such private water main and sanitary sewer main system improvements maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private water or sanitary sewer system 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. 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.

5. The Developer covenants that the **20' Dedicated Public Sanitary Sewer, Access and Maintenance Easement** areas, shown on this CSM hereby places easement restrictions on Lot 1, wherein said easements were given, granted and conveyed by the Lot 1 Owner to the Village for public sanitary sewer and sanitary sewer force main purposes and system improvements, uses and purposes, cleaning and televising and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve this and other adjacent development subject to the Dedications and Easements Provision on this CSM. The Developer further covenants that there shall be no buildings, fences, driveways, parking areas, landscaping, berms or structures of any kind placed within the easement area which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Furthermore, if the Village allows for the placement of fencing, driveways, parking areas or landscaping, berms or structures within the sewer easement area granted to the Village, the Lot 1 Owner not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways, parking areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

6. The Developer covenants that the shown on this CSM hereby places restrictions on Lot 1, wherein a **Dedicated 40' Wide Public Storm Sewer, Sanitary Sewer and Watermain Easement**, as shown on CSM No. 1699, recorded as Document #934874, was given, granted and conveyed by the Developer to the Village for public sanitary sewer, storm sewer and water system purposes and improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve this and other adjacent development subject to the Dedication and Easement Provisions on this CSM. The Developer further covenants that there shall be no buildings, fences, driveways, parking areas, landscaping, berms or structures of any kind placed within the easement area which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Furthermore, if the Village allows for the placement of fencing, driveways, parking areas or landscaping, berms or structures within the sewer easement area granted to the Village, the Lot 1 Owner not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private fencing, driveways, parking areas, landscaping, berms or structures. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, assigns and successors-in-title of Lot 1, and shall benefit and be enforceable by the Village.

7. The Developer hereby covenants that the areas shown as a **Wetlands Protection and Preservation, Access and Maintenance Easement** on this CSM which shall be protected and maintained as a wetland protection and preservation area that no filling, dredging, plant cutting, plant removal or other activity or condition detrimental to its function as a Wetland Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village, the

Wisconsin Department of Natural Resources or the US Army Corps of Engineers, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such wetland maintenance or protection 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. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

8. The Developer hereby covenants that the area shown as a **Floodplain Protection and Preservation, Access and Maintenance Easement** within the Development on this CSM which shall be protected and maintained as a floodplain protection and preservation area that no filling, dredging, or plant removal or other activity or condition detrimental to its function as a Floodplain Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village, the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency, as jurisdiction may be applicable. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such floodplain maintenance or protection 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. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

9. The Developer hereby covenants that the areas shown as a **Tree Protection and Preservation, Access and Maintenance Easement** within the Development on this CSM which shall be protected and maintained as a tree protection and preservation area that no filling, dredging, tree cutting, tree removal or other activity or condition detrimental to its function as a Primary Environmental Corridor and Tree Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such tree maintenance or protection 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. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.



**DRAFT**

**WAIVER OF SPECIAL ASSESSMENT  
NOTICE AND HEARING UNDER  
Section 66.0703, Wisconsin Statutes**

We, the undersigned, being the Owners of lands commonly known and designated as:

**Return to:**

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

**Tax Parcel Number:**

92-4-122-302-0161 and  
92-4-122-302-0162

**LEGAL DESCRIPTION:** Parcels 19 and 20 of CSM 1699 recorded at the Kenosha County Register of Deeds Offices as Document #934874 located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

In consideration of the construction by the Village of Pleasant Prairie, Wisconsin, of the future Lakeview West road/roundabout improvements identified as the result of a traffic analysis that was completed by the Village considering existing and anticipated future traffic within the corridor along the East Frontage Road south of STH 165 which was analyzed in order to provide and maintain acceptable levels of traffic operation a fair share cost of the improvement is due by this property. The public road improvements within this area include 120th Avenue (Wisconsin Department of Transportation East Frontage Road), Corporate Drive (114th Avenue), 108<sup>th</sup> Street and 116th Avenue and the proposed improvements include:

- Incorporation of divided roadway medians;
- Intersection reconfiguration for 120th Avenue, Corporate Drive, and 116th Street;
- Additional travel lane on 120th Avenue;
- Intersection improvements at STH 165 and Corporate Drive and at Corporate Drive and the private roadway;
- Intersection improvements at STH 165 and 120th Avenue;
- Utility relocations to accommodate road reconfiguration(s); and
- Future traffic signalization at Corporate Drive and STH 165.

We, the undersigned, hereby admit that these improvements will specifically benefit said property located in the Village of Pleasant Prairie and the Owners hereby consent to the levying of special assessments for the cost of this improvement against our premise under Section 66.0703 of the Wisconsin Statutes. The Owners hereby agree that:

A fair share cost of the total cost to complete the aforementioned improvements may be levied by the Village to complete said improvements benefiting the land herein described.



In accordance with Section 66.0703(7)(b) of the Wisconsin Statutes, we hereby waive all special assessment notices and hearings required by Section 66.0773(7)(b) of the Wisconsin Statutes, and we further agree and admit that the benefit to said property from the construction of these public improvements is in based on existing plus future area traffic count allocation is \$177,000.

**TOTAL ASSESSMENT: \$ 177,000.00\***

\* The Village is currently planning for the capital improvements and looking into financing options. The estimated costs are subject to change based on actual project costs, project financing, and any grants received. The property will be subject to the actual assessment established in the Assessment Schedule and Engineers Report for the project.

**This waiver shall be construed as a covenant running with the land embraced herein and shall be binding upon the Owners, their successors and assigns, and successors in-title.**

WE FURTHER certify that the undersigned constitutes the record Owners of the lands commonly known as the above-mentioned tax parcel number.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

\_\_\_\_\_

Name:

Title:

STATE OF WISCONSIN)  
COUNTY OF KENOSHA)

This instrument was acknowledged and signed before me in \_\_\_\_\_, WI on \_\_\_\_\_, 2018, by \_\_\_\_\_  
\_\_\_\_\_ **on behalf of the owners of said property.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**This instrument was drafted by:**

Jean M. Werbie-Harris, Community Development Director and  
Matthew Fineour, Village Engineer  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158



# 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 – Engineering Plans

DATE: August 17, 2018

---

Peggy,

The Engineering Department has completed a review of the submitted 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.

**Grading**

1. See plan comments for minor grade changes for overland flood routing near buildings A and B underground garage areas.

**Sanitary Sewer**

2. Sanitary Sewer Master Meter:
  - i. The Village provided the Developer with an example detail of the Plasti-Fab Parshell Flume metering manhole. The example detail was from a different development (Niagara) and was sized specifically by Plasti-Fab for that development. The design engineer shall remove the example detail from the plans complete the following:
    - a. Contact Plasti-Fab and provide a packaged metering manhole drawing and specifications sized specifically for the Breeze Terrace development. Submit the packaged metering manhole drawing and specifications to the Village for approval, prior to installation.
    - b. The Developer is responsible for the metering manhole installation and providing the required electric service to the manhole. The manhole shall be inspected and approved by the Village Public Works Department.

- c. The Village, at the Developer's cost, will provide and install the SCADA equipment for the metering facility. The SCADA panel shall be on the outside or inside of the club house and will have an antenna for data transmittal.
  - d. Coordinate the rim and invert elevations with the metering manhole requirements.
3. Shift the sampling manhole to the east slightly to be within the shared handi-cap hatched space. In addition, adjust invert elevations so there is no drop through the sampling manhole.
4. A Village approved maintenance agreement is required for the maintenance of the private sanitary and water main 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. – PREVIOUS COMMENT TO BE 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.

Attachment: Plan Mark Up

**SHEET INDEX**

CO1.0 TITLE SHEET  
 CS1.0 EXISTING CONDITIONS  
 C1.0 OVERALL PAVEMENT ID AND DIMENSIONAL PLAN  
 C1.1 NORTHWEST PAVEMENT ID AND DIMENSIONAL PLAN  
 C1.2 NORTHEAST PAVEMENT ID AND DIMENSIONAL PLAN  
 C1.3 SOUTHWEST PAVEMENT ID AND DIMENSIONAL PLAN  
 C1.4 SOUTHEAST PAVEMENT ID AND DIMENSIONAL PLAN  
 C2.0 OVERALL GRADING AND EROSION CONTROL PLAN  
 C2.1 NORTHWEST GRADING AND EROSION CONTROL PLAN  
 C2.2 NORTHEAST GRADING AND EROSION CONTROL PLAN  
 C2.3 SOUTHWEST GRADING AND EROSION CONTROL PLAN  
 C2.4 SOUTHEAST GRADING AND EROSION CONTROL PLAN  
 C3.0 OVERALL STORM SEWER PLAN  
 C3.1 NORTHWEST STORM SEWER PLAN  
 C3.2 NORTHEAST STORM SEWER PLAN  
 C3.3 SOUTHWEST STORM SEWER PLAN  
 C3.4 SOUTHEAST STORM SEWER PLAN  
 C4.0 OVERALL WATERMAIN AND SANITARY SEWER PLAN  
 C4.1 WATER AND SANITARY PLAN AND PROFILES 10+00 TO 15+00  
 C4.2 WATER AND SANITARY PLAN AND PROFILES 15+00 TO 18+00  
 C4.3 WATER AND SANITARY PLAN AND PROFILES 20+00 TO 24+00  
 C4.4 WATER AND SANITARY PLAN AND PROFILES 24+00 TO 27+00  
 C4.5 WATER AND SANITARY PLAN AND PROFILES 30+00 TO 35+00  
 C4.6 WATER AND SANITARY PLAN AND PROFILES 35+00 TO 36+00  
 C4.7 WATER AND SANITARY PLAN AND PROFILES 40+00 TO 43+00  
 C4.8 WATER AND SANITARY PLAN AND PROFILES 50+00 TO 54+00  
 C4.9 WATER AND SANITARY PLAN AND PROFILES 60+00 TO 64+00  
 C5.0 NOTES & DETAILS  
 C5.1 NOTES & DETAILS  
 C5.2 NOTES & DETAILS  
 C5.3 NOTES & DETAILS  
 C5.4 NOTES & DETAILS  
 C5.5 NOTES & DETAILS  
 C5.6 NOTES & DETAILS  
 C5.7 NOTES & DETAILS  
 C5.8 NOTES & DETAILS  
 C5.9 NOTES & DETAILS  
 C5.10 NOTES & DETAILS  
 C5.11 NOTES & DETAILS  
 C5.12 NOTES & DETAILS  
 L1.0 LANDSCAPE PLAN OVERVIEW  
 L1.1 LANDSCAPE PLAN SOUTHWEST  
 L1.2 LANDSCAPE PLAN SOUTHEAST  
 L1.3 LANDSCAPE PLAN NORTHEAST  
 L1.4 LANDSCAPE PLAN NORTHWEST  
 L2.0 LANDSCAPE NOTES, DETAILS, & SPECIFICATIONS  
 T1.0 TREE SURVEY

# BREEZE TERRACE

116TH AVE

PLEASANT PRAIRIE, WI 53158

MAY 18, 2018

**VOPP ENG REVIEW  
 PLAN MARK UP  
 AUGUST 17, 2018**



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MADISON | MILWAUKEE  
 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 PRAIRIE  
 KENOSHA COUNTY, WISCONSIN



#	Date	Description
1.	3/15/18	PLAN COMMISSION
2.	5/16/18	REVIEW SET
3.	7/26/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
 Approved: RWI

SHEET TITLE:  
**COVER SHEET**

SHEET NUMBER:  
**CO1.0**

JSD PROJECT NO: 17-8209

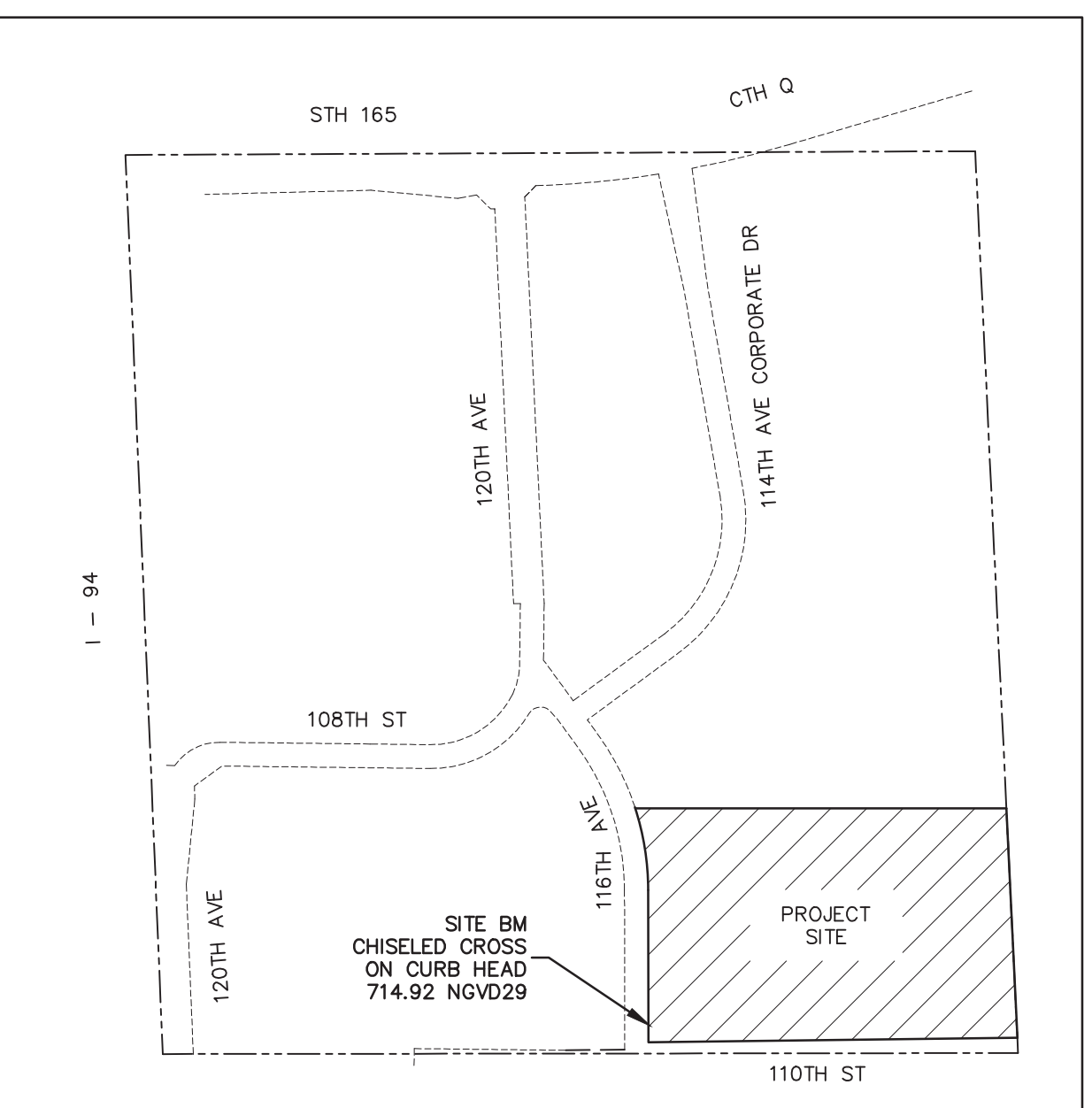


**SITE DATA**

TOTAL LOT AREA	729,595 SF (16.75 AC)
TOTAL LOT AREA WITH STREET VACATION	778,759 SF (17.88 AC)
IMPERVIOUS SURFACE AREA	285,690 SF (6.55 AC)
OPEN SPACE	493,069 SF (11.32 AC)
AREA OF WETLANDS	11,670 SF (0.27 AC)
AREA OF WOODLANDS	132,559 SF (3.04 AC)
AREA OF 100 YEAR FLOODPLAIN	7,615 sf (0.17 AC)

**PARKING DATA**

TOTAL COVERED SPACES	213 w/3 ADA SPACES
TOTAL SURFACE SPACES	254 w/14 ADA SPACES
TOTAL PARKING SPACES	467 SPACES



**LOCATION MAP**

SE 1/4 OF NW 1/4, SECTION 30-1-22  
 REDIVISION OF PARCEL 19 & 20 OF CSM 1699  
 732,534 SQ. FT. - 16.8167 ACRES  
 SCALE: 1"=500'

BEARING BASIS:  
 ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NE 1/4 OF SECTION 8-1-22, WAS USED AS N02°49'58"W

REFERENCE BENCHMARK:  
 NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30-1-22, CONCRETE MONUMENT WITH SEWRPC BRASS CAP. ELEVATION = 730.95

SITE BENCHMARK:  
 CHISELED CROSS ON CURB HEAD LOCATED ON EAST SIDE OF 116TH AVE. APPROXIMATELY 24 FEET NORTH OF SOUTH CURB END.

**COMMUNITY DEVELOPMENT DEPARTMENT**  
 JEAN WERBIE-HARRIS  
 COMMUNITY DEVELOPMENT DIRECTOR  
 PLANNING, ZONING ADMINISTRATOR  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-925-6718  
 FAX: 262-925-6787  
 EMAIL: jwerb-harris@pprairiawi.com  
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**PUBLIC WORKS DEPARTMENT**  
 JOHN STEINBRINK JR., P.E.  
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 8600 GREEN BAY ROAD  
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**FIRE & RESCUE DEPARTMENT**  
 CRAIG ROEPKE  
 CHIEF OF FIRE & RESCUE  
 8044 88TH AVENUE  
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STEVE WLAHOVICH  
 RIGHT OF WAY/ EROSION CONTROL INSPECTOR  
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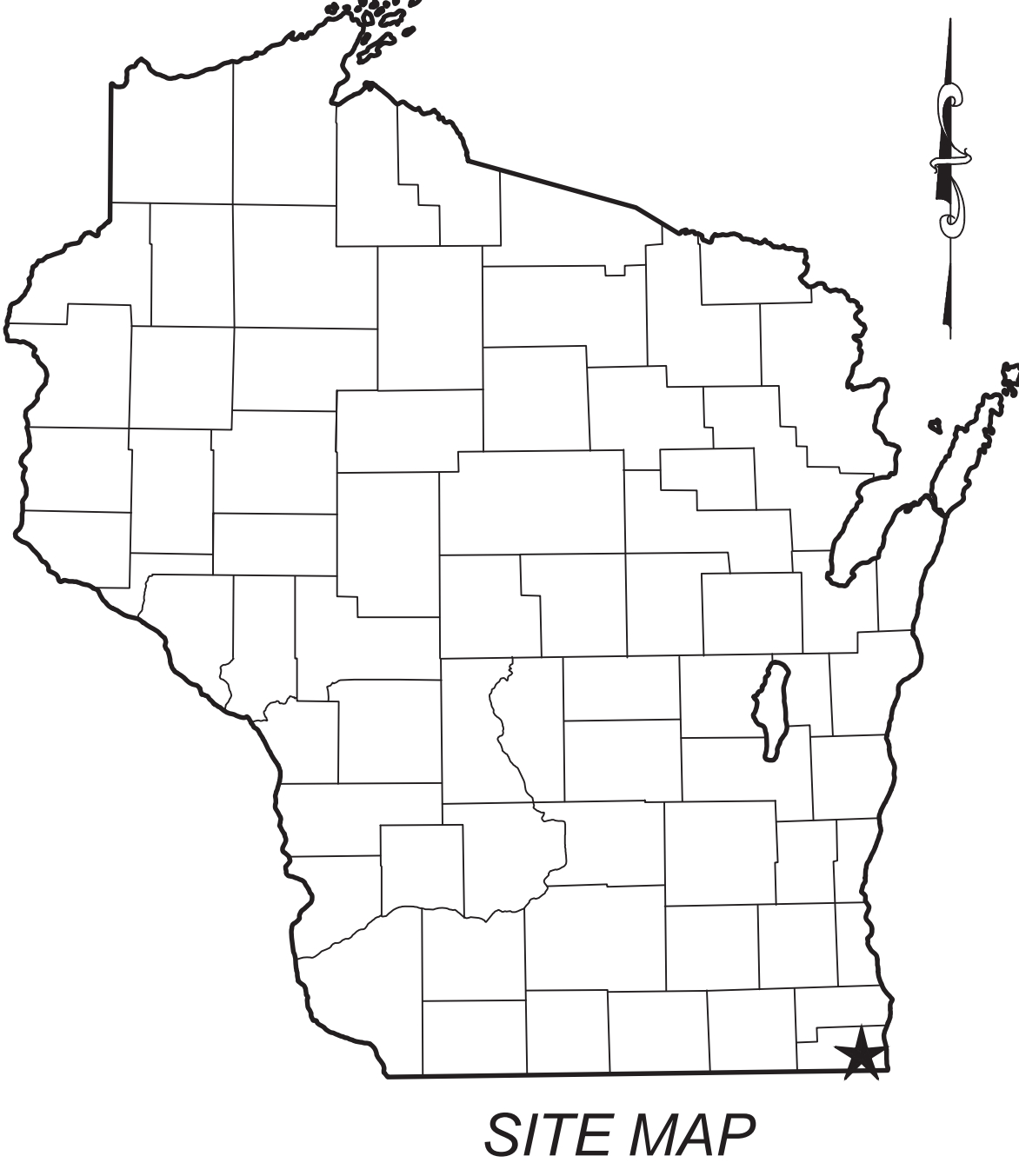
**BUILDING INSPECTION DEPARTMENT**  
 SANDRO PEREZ  
 BUILDING INSPECTION SUPERINTENDENT  
 9915 39TH AVENUE  
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**OWNER REPRESENTATIVE**  
 CAROLINE BRZEZINSKI  
 INTERSTATE PARTNERS WI II LLC  
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 N16 W23217 STONERIDGE DR  
 WAUKESHA, WI 53188  
 PHONE: 262-506-6204  
 EMAIL: cb@interstatepartners.com

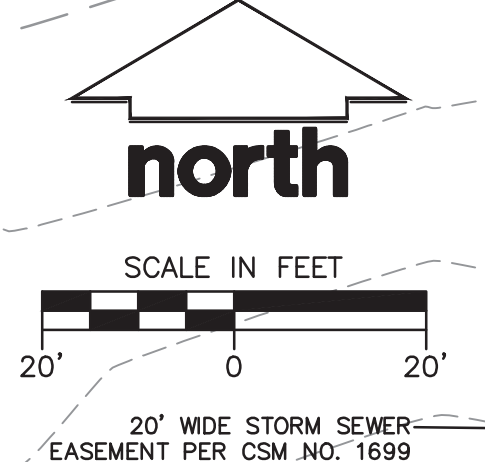
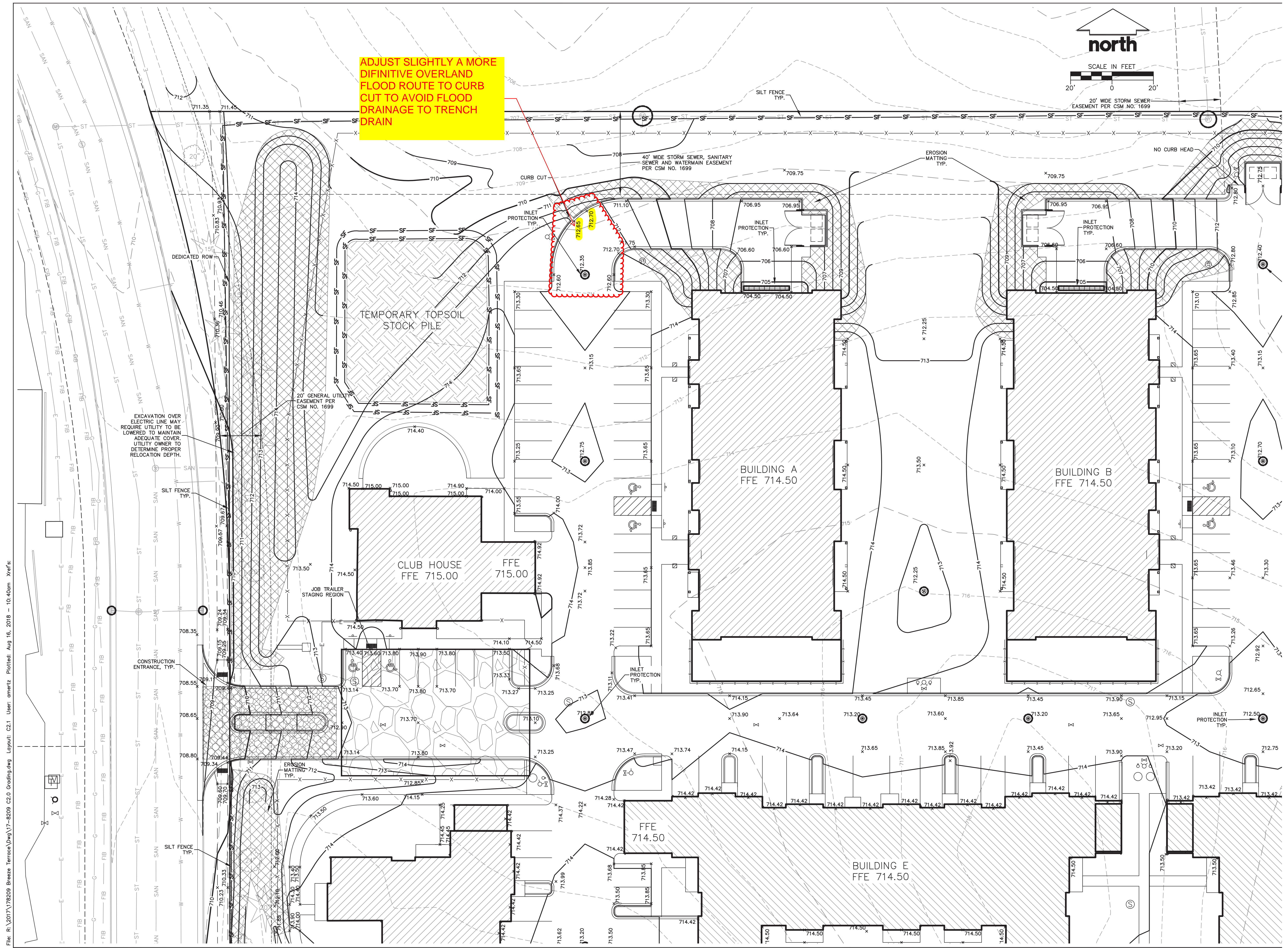
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 MICHAEL KAPRELIAN  
 BUILDING INSPECTOR

**CIVIL ENGINEER**  
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 TOM GILGENBACH, P.E.  
 EMAIL: tom.gilgenbach@jsdinc.com  
 RIZAL ISKANDARSJACH, P.E., P.L.S.  
 EMAIL: riz@jsdinc.com  
 www.jsdinc.com



**SITE MAP**



ADJUST SLIGHTLY A MORE DEFINITIVE OVERLAND FLOOD ROUTE TO CURB CUT TO AVOID FLOOD DRAINAGE TO TRENCH DRAIN

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WAUKESHA, WISCONSIN 53188  
P. 262.513.0666

CLIENT:  
**Interstate Partners LLC**  
Real Estate Development

CLIENT ADDRESS:  
N16W23217 STONE RIDGE DR. SUITE 120  
WAUKESHA, WI 53188

PROJECT:  
**BREEZE TERRACE APARTMENTS**

PROJECT LOCATION:  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

**DIGGERS HOTLINE**  
Call 811 or (800) 242-8511  
Milwaukee Area (262) 432-7910  
Hearing Impaired TDD (800) 542-2289  
[www.DiggersHotline.com](http://www.DiggersHotline.com)

PLAN MODIFICATIONS:

#	Date	Description
1	3/15/18	PLAN COMMISSION
2	5/18/18	REVIEW SET
3	7/28/18	VILLAGE RESUBMITTAL
4	7/27/18	VILLAGE RESUBMITTAL
5	8/16/18	VILLAGE RESUBMITTAL

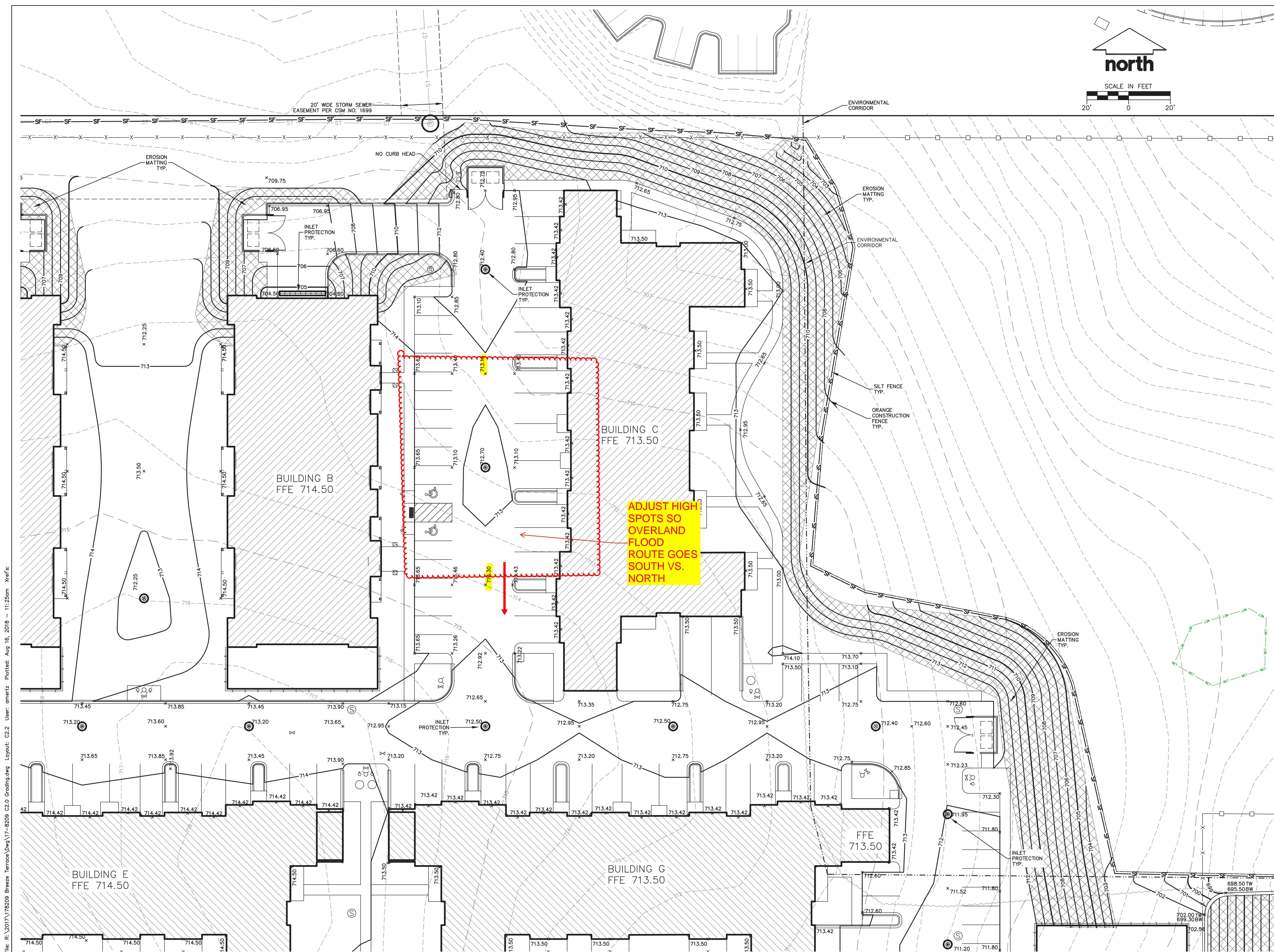
Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
**NORTHWEST GRADING AND EROSION CONTROL PLAN**

SHEET NUMBER:  
**C2.1**

JSD PROJECT NO: 17-8209

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WAUKESHA, WISCONSIN 53188  
P. 262.513.0666

CLIENT:  
**Interstate Partners LLC**  
Real Estate Development

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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Milwaukee Area (262) 432-7910  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com

PLAN MODIFICATIONS:

#	Date	Description
1	3/15/18	PLAN COMMISSION
2	2/18/18	REVIEW SET
3	2/28/18	VILLAGE RESUBMITTAL
4	2/27/18	VILLAGE RESUBMITTAL
5	2/16/18	VILLAGE RESUBMITTAL

Design/Drawn: \_\_\_\_\_ APM  
Approved: \_\_\_\_\_ RWI

SHEET TITLE:  
**NORTHEAST GRADING  
AND EROSION CONTROL  
PLAN**

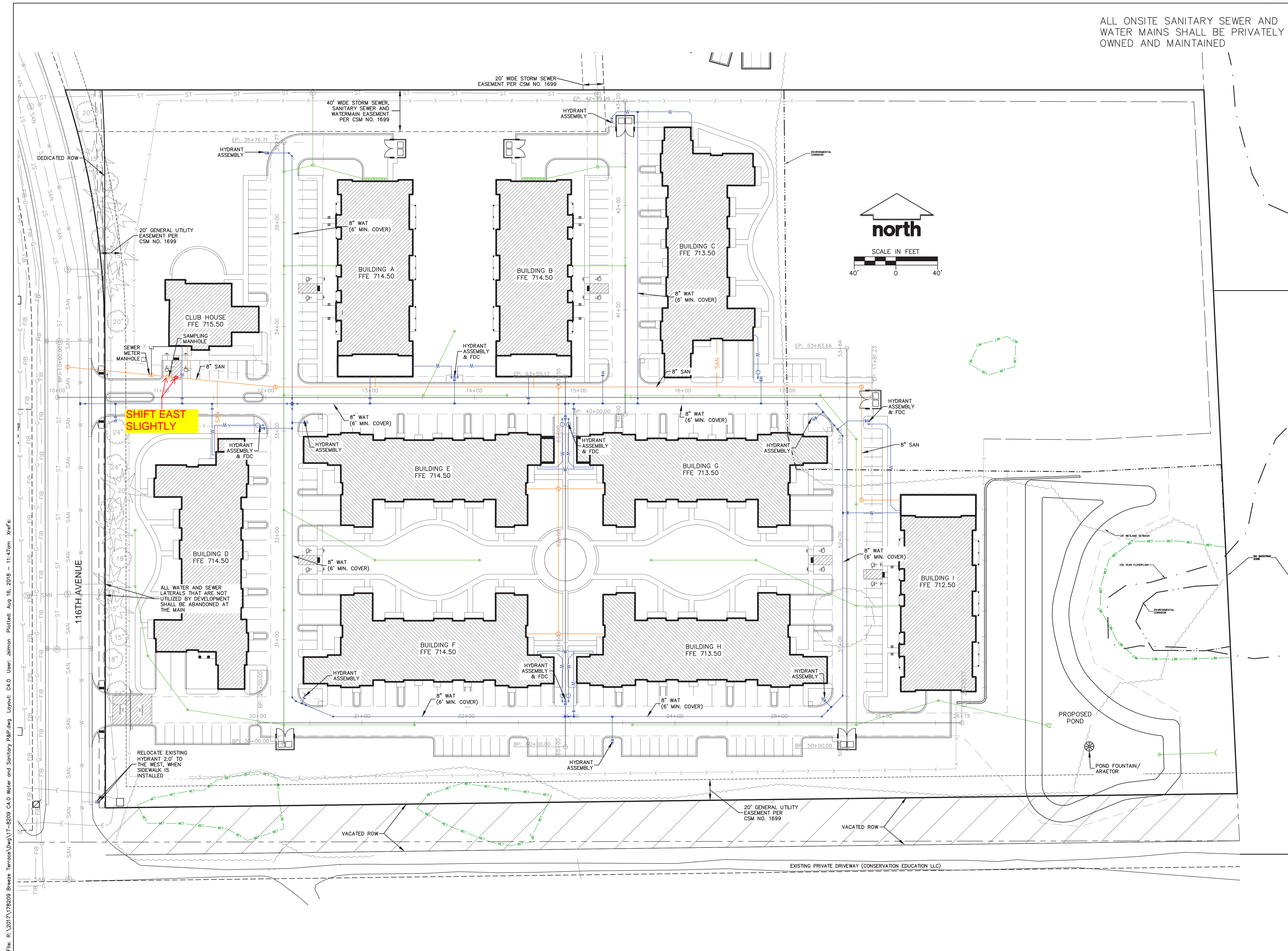
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**C2.2**

JSD PROJECT NO: 17-42209

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ALL ONSITE SANITARY SEWER AND WATER MAINS SHALL BE PRIVATELY OWNED AND MAINTAINED



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KENOSHA | APPLETON | WAUSAU

MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSIE 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 PRAIRIE  
KENOSHA COUNTY, WISCONSIN



Call 811 or (800) 242-8511  
Milwaukee Area (262) 432-7910  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com

#	Date	Description
1	3/15/18	PLAN COMMISSION
2	5/18/18	REVIEW SET
3	7/26/18	VILLAGE RESUBMITTAL
4	7/27/18	VILLAGE RESUBMITTAL
5	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
OVERALL WATERMAIN  
AND SANITARY SEWER  
PLAN

SHEET NUMBER:  
**C4.0**

JSD PROJECT NO: 17-8209

File: R:\2017\178209 Breeze Terrace\DWG\17-8209 C4.0 Water and Sanitary P&P.dwg Layout: C4.0 User: Jaimon Plotted: Aug 16, 2018 - 11:47am Xref's:

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MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE ROAD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
P. 262.513.0666

CLIENT:  
 **Interstate Partners LLC**  
Real Estate Development

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:

#	Date	Description
1.	3/15/18	PLAN COMMISSION
2.	5/15/18	REVIEW SET
3.	7/06/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
**SITE NOTES AND DETAILS**

SHEET NUMBER:  
**C5.11**

JSD PROJECT NO: 17-8209

**REVISIONS**

REV.	DESCRIPTION	NCR/ECO NO.	REVISED BY	DATE
A	FOR FABRICATION		A. PATTERSON	9/15/2014
B	FOR RECORD AND FABRICATION; REVISION: REPLACED 12" PARSHALL FLUME WITH 6" PARSHALL FLUME		A. PATTERSON	10/23/2014

**BOM TABLE**

ITEM NO.	QTY.	DESCRIPTION	LENGTH	MATERIAL	PART NUMBER
1	1	FOAM PAD, 1/2" X 6"		FOAM PAD	200-0001
2	1	FOAM BOTTOM X 8-1/8"		FRP FILL POLYESTER	1000-0091
3	4	ANCHOR BOTTOM PHM		T-304 S/S	563-0001
4	1	6" PARSHALL FLUME FOR PHM WIND ADAPTERS, SONIC BRACKET, AND PH PROBE LIFT OUT BRACKET		FRP FILL POLYESTER	FLUM-PP06-1023-1
5	2	PHM ANCHOR BRACKET, 12IN. FLUME		T-304 S/S	563-0002
6	1	2" NPT COUPLER ASSEMBLY COMPOSITE #75002-258	4"	FRP FILL POLYESTER	343-0005
7	1	PHM LADDER ASSEMBLY, 3 RUNG WITH 13GAS HARDWARE		FRP FILL POLYESTER	1000-0302
8	1	FRP HINGE BLOCK, 60" TUBE		FRP FILL VINYL ESTER	1000-0102
9	1	PHM LID ISAL FOR 60" MANHOLE	188 1/2"	NICOPRINE (55% 25 DURE)	665-0005
10	1	HASP BRACKET		T-304 S/S	563-0017
11	2	CARRIAGE BOLT, 5/16-18UNC X 1 1/4"		T-304 S/S	664-0004
12	2	HEX NUT, 5/16-18UNC		T-304 S/S	663-0001
13	2	5/16 FLAT WASHER		T-304 S/S	664-0029
14	1	SIF PHM LID ASSEMBLY		T-304 S/S	1000-0101
15	2	NICOPRINE BOOT 6" ID PIPE STRIP	56.75	NICOPRINE (55% 25 DURE)	613-0002
16	8	1/8" BAND, 24 3/4" NOMINAL ID	39.75	T-304 S/S	910-0156
17	16	1" BAND CLAMP		T-304 S/S	910-0210
18	1	PHM BARREL 60" X 1 1/2" WALL	60"	FRP FILL POLYESTER	1000-0087

**NOTES:**

- MATERIAL IS FRP (FIBERGLASS REINFORCED PLASTIC).
- NICOPRINE BLOCKS ARE SECURED WITH 1/2" BANDS (SHIPPED SEPARATELY).
- THE MANHOLE BARREL, TOPCOVER IS 1/2" THIN FRP.
- INCLUDED WEDGES OF TANK & HINGE COUPLER WITH INTERIOR COLOR IS GR.
- MINIMUM GLASS CONTENT IS 50% RESIDUE OF RESIN MOLD SURFACES.
- THE HEAD GAGE (UPON OF A FOOT & CENTIMETERS) IS MOLDED INTO THE SIDE OF THE FLUME.
- POLYESTER RESIN: COP STYROL CI-12-0022.

**PROJECT:** PLEASANT PRAIRIE - NIAGARA BOTTLING  
**CUSTOMER:** MILICAHY SHAW WATER  
**REF:** MILICAHY SHAW WATER, INC.  
**P.O. NO.:** Y1044

**PLASTI-FAB PART NUMBER:** PFO06\_PF\_LOB  
**MATERIAL INFORMATION:** T-304 S/S  
**SPECIAL FINISH REQUIREMENT:** UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES

**TOLERANCES UNLESS OTHERWISE SPECIFIED:**

< 6"	± 1/16"
> 6" AND < 25"	± 1/8"
> 25"	± 1/2"

**DRAWN BY:** A. PATTERSON  
**DATE:** 10/24/2014  
**NAME:** A. PATTERSON  
**DATE:** 10/24/2014  
**SIZE:** B  
**DRAWING NO.:** PFO06\_PF\_LOB  
**REV.:** B  
**WEIGHT:** 2.62  
**SCALE:** 1/8" = 1'-0"  
**SHEET:** 3 OF 6

**REVISIONS**

REV.	DESCRIPTION	NCR/ECO NO.	REVISED BY	DATE
A	FOR FABRICATION		A. PATTERSON	6/10/14
B	FOR RECORD AND FABRICATION; REVISION: REPLACED 12" PARSHALL FLUME WITH 6" PARSHALL FLUME		A. PATTERSON	10/23/2014

**BOM TABLE**

ITEM NO.	QTY.	DESCRIPTION	LENGTH	MATERIAL	PART NUMBER
1	1	6" PARSHALL FLUME WIND ADAPTERS & PIPE STRIPS		FRP FILL POLYESTER	PF_006
2	1	PHM FLUME SUPPORT TUBE ASSEMBLY, FLUME OULET		A36	FLUM-PP06-1023-01
3	1	PHM FLUME SUPPORT TUBE ASSEMBLY, OULET ADAPTER		A36	FLUM-PP06-1023-02
4	1	PHM FLUME OULET END SUPPORT TUBE ASSEMBLY		A36	FLUM-PP06-1023-03
5	2	FRP ANGLE, 2" X 2" X 1/4"	10"	FRP FILL POLYESTER	312-0001
6	1	CHANNEL 4" X 1" X 1/4"	15 1/2"	FRP FILL POLYESTER	313-0001
7	1	SONIC BRACKET ASSEMBLY, OPEN FACE, 30" HIGH		T-304 S/S	1000-0001
8	13	HWCS, 5/16-18UNC X 1"		T-304 S/S	661-0012
9	24	5/16 FLAT WASHER		T-304 S/S	664-0029
10	11	HEX NUT, 5/16-18UNC		T-304 S/S	663-0001
11	1	6" PARSHALL FLUME PH SENSOR LIFT OUT BRACKET MOUNT		T-304 S/S	PFO06_PF_LOB
12	2	WING NUT, 5/16-18UNC		T-304 S/S	663-0004

**NOTES:**

- THE MINIMUM THICKNESS IS 1/4" FRP (FIBERGLASS REINFORCED PLASTIC).
- THE HINGE SURFACE CONTACT POINTS MUST BE COAT.
- MINIMUM GLASS CONTENT IS 50% RESIDUE OF RESIN MOLD SURFACES.
- THE HEAD GAGE (UPON OF A FOOT & CENTIMETERS) IS MOLDED INTO THE SIDE OF THE FLUME.
- FRP-PCP STYROL CI-1200-22.

**PROJECT:** PLEASANT PRAIRIE - NIAGARA BOTTLING  
**CUSTOMER:** MILICAHY SHAW WATER  
**REF:** MILICAHY SHAW WATER, INC.  
**P.O. NO.:** Y1044

**PLASTI-FAB PART NUMBER:** PFO06\_PF\_LOB  
**MATERIAL INFORMATION:** T-304 S/S  
**SPECIAL FINISH REQUIREMENT:** UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES

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< 6"	± 1/16"
> 6" AND < 25"	± 1/8"
> 25"	± 1/2"

**DRAWN BY:** A. PATTERSON  
**DATE:** 10/24/2014  
**NAME:** A. PATTERSON  
**DATE:** 10/24/2014  
**SIZE:** B  
**DRAWING NO.:** 1023-1-04  
**REV.:** B  
**WEIGHT:** 22.61  
**SCALE:** 1/8" = 1'-0"  
**SHEET:** 4 OF 6

**SECTION B-B SCALE 1 : 4**

**REVISIONS**

REV.	DESCRIPTION	NCR/ECO NO.	REVISED BY	DATE
A	FOR FABRICATION		A. PATTERSON	9/15/2014
B	FOR RECORD AND FABRICATION; REVISION: REPLACED 12" PARSHALL FLUME WITH 6" PARSHALL FLUME		A. PATTERSON	10/23/2014

**BOM TABLE**

ITEM NO.	QTY.	DESCRIPTION	LENGTH	MATERIAL	PART NUMBER
1	1	PL. FORMED, 12GA X 5" WD	5 1/4"	T-304 S/S	563-0080
2	1	1 1/4" X 1 1/4" X 1/8"	25 1/2"	T-304 S/S	563-0050
3	2	COMPONENT CLIP, Ø3/4"		PVC Rigid	760-0018
4	2	BRIM PVC COMPONENT CLIP, Ø1/4"		PVC Rigid	760-0017

**PROJECT:** PLEASANT PRAIRIE - NIAGARA BOTTLING  
**CUSTOMER:** MILICAHY SHAW WATER  
**REF:** MILICAHY SHAW WATER, INC.  
**P.O. NO.:** Y1044

**PLASTI-FAB PART NUMBER:** PFO06\_PF\_LOB  
**MATERIAL INFORMATION:** T-304 S/S  
**SPECIAL FINISH REQUIREMENT:** UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES

**TOLERANCES UNLESS OTHERWISE SPECIFIED:**

< 6"	± 1/16"
> 6" AND < 25"	± 1/8"
> 25"	± 1/2"

**DRAWN BY:** A. PATTERSON  
**DATE:** 10/24/2014  
**NAME:** A. PATTERSON  
**DATE:** 10/24/2014  
**SIZE:** B  
**DRAWING NO.:** PFO06\_PF\_LOB  
**REV.:** B  
**WEIGHT:** 2.62  
**SCALE:** 1/8" = 1'-0"  
**SHEET:** 3 OF 6

**REVISIONS**

REV.	DESCRIPTION	NCR/ECO NO.	REVISED BY	DATE
A	FOR FABRICATION		A. PATTERSON	6/10/14
B	FOR RECORD AND FABRICATION; REVISION: REPLACED 12" PARSHALL FLUME WITH 6" PARSHALL FLUME		A. PATTERSON	10/23/2014

**BOM TABLE**

ITEM NO.	QTY.	DESCRIPTION	LENGTH	MATERIAL	PART NUMBER
1	2	SQUARE TUBE, 2" SQ. X 1/8" WALL	18 3/8"	A36	415-0004
2	2	RECTANGLE TUBE, 2" X 3" X 1/8" WALL	27 11/16"	A36	415-0005

**PROJECT:** PLEASANT PRAIRIE - NIAGARA BOTTLING  
**CUSTOMER:** MILICAHY SHAW WATER  
**REF:** MILICAHY SHAW WATER, INC.  
**P.O. NO.:** Y1044

**PLASTI-FAB PART NUMBER:** PFO06\_PF\_LOB  
**MATERIAL INFORMATION:** A36  
**SPECIAL FINISH REQUIREMENT:** UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES

**TOLERANCES UNLESS OTHERWISE SPECIFIED:**

< 6"	± 1/16"
> 6" AND < 25"	± 1/8"
> 25"	± 1/2"

**DRAWN BY:** A. PATTERSON  
**DATE:** 10/24/2014  
**NAME:** A. PATTERSON  
**DATE:** 10/24/2014  
**SIZE:** B  
**DRAWING NO.:** 1023-1-04  
**REV.:** B  
**WEIGHT:** 22.61  
**SCALE:** 1/8" = 1'-0"  
**SHEET:** 4 OF 6

File: R:\2017\176209 Breeze Terrace\Draw\17-8209 C5.12 Details.dwg Layout: C5.12 User: amertz Plotted: Aug 16, 2018 - 11:46am Xref's:

REV.	DESCRIPTION	NCR/ECCO NO.	REVISED BY	DATE
A	FOR FABRICATION		A. PATTERSON	6/10/14
B	FOR RECORD AND FABRICATION. REVISION: REPLACED 1/2" PARSHALL FLUME WITH 2" PARSHALL FLUME		A. PATTERSON	10/23/2014

ITEM NO.	QTY.	DESCRIPTION	LENGTH	MATERIAL	PART NUMBER
1	2	SQUARE TUBE, 2" SQ. X 1/8" WALL	22"	A36	415-0004
2	2	RECTANGLE TUBE, 2" X 3" X 1/8" WALL	28 3/4"	A36	415-0005

**Plasti-Fab**

PLASTI-FAB PART NUMBER: PLAS-FAB-003-1-02

WATER INFORMATION: A36

SPECIAL FINISH REQUIREMENTS:

**Plasti-Fab**

PLASTI-FAB PART NUMBER: PLAS-FAB-003-1-03

WATER INFORMATION: A36

SPECIAL FINISH REQUIREMENTS:

**Plasti-Fab**

PLASTI-FAB PART NUMBER: PLAS-FAB-003-1-04

WATER INFORMATION: A36

SPECIAL FINISH REQUIREMENTS:

PROFESSOR AND COMMERCIAL: UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES.

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REV.	DESCRIPTION	NCR/ECCO NO.	REVISED BY	DATE
A	FOR FABRICATION		A. PATTERSON	6/10/14
B	FOR RECORD AND FABRICATION. REVISION: REPLACED 1/2" PARSHALL FLUME WITH 2" PARSHALL FLUME		A. PATTERSON	10/23/2014

ITEM NO.	QTY.	DESCRIPTION	LENGTH	MATERIAL	PART NUMBER
1	1	RECTANGLE TUBE, 2" SQ. X 3" WD X .125 WALL	22"	A36	415-0005
2	2	RECTANGLE TUBE, 2" X 3" X 1/8" WALL	9 1/4"	A36	415-0005

**Plasti-Fab**

PLASTI-FAB PART NUMBER: PLAS-FAB-003-1-02

WATER INFORMATION: A36

SPECIAL FINISH REQUIREMENTS:

**Plasti-Fab**

PLASTI-FAB PART NUMBER: PLAS-FAB-003-1-03

WATER INFORMATION: A36

SPECIAL FINISH REQUIREMENTS:

**Plasti-Fab**

PLASTI-FAB PART NUMBER: PLAS-FAB-003-1-04

WATER INFORMATION: A36

SPECIAL FINISH REQUIREMENTS:

PROFESSOR AND COMMERCIAL: UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES.

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PROFESSOR AND COMMERCIAL: UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN FEET/INCHES.

**JSD**  
Professional Services, Inc.  
Engineers • Surveyors • Planners

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**MILWAUKEE REGIONAL OFFICE**  
W238 N1610 BUSSE ROAD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
P. 262.513.0666

---

CLIENT:  
 **Interstate Partners LLC**  
Real Estate Development

---

CLIENT ADDRESS:  
**N16W23217 STONE RIDGE DR. SUITE 120  
WAUKESHA, WI 53188**

---

PROJECT:  
**BREEZE TERRACE  
APARTMENTS**

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PROJECT LOCATION:  
**VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN**

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PLAN MODIFICATIONS:

#	Date	Description
1.	3/15/18	PLAN COMMISSION
2.	5/18/18	REVIEW SET
3.	7/08/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL

---

Design/Drawn: APM  
Approved: RWI

---

SHEET TITLE:  
**SITE NOTES AND DETAILS**

---

SHEET NUMBER:  
**C5.12**

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JSD PROJECT NO. 17-6209

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## 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 Breeze Terrace PUD and Res Dev Plans  
Permit/Trakit#: CODE1806-001  
DATE: June 14, 2018  
*revised based on 8-13-18 meeting with Developer*

---

These are comments for Breeze Terrace PUD and Res Dev Plans.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. Based on the information and plans submitted, the Fire & Rescue Department have the following comments regarding the project:

1. Discuss style, type, and locking mechanisms of gates for both main entrance and emergency access road.
2. Review signage and no parking paint striping for South emergency road access.
3. Standpipes/valves shall be required see comments below.
4. Identify Bell & Strobe placement for each. Initial locations; Building A at South side eastward. Building D, Northside towards FDC location. Building E on Northside Eastward towards FDC location. Building F, Southside at eastward near FDC location.
5. An AED shall be required in the clubhouse with signage. Consider early location determination to provide for in-wall cabinet construction. Consider exterior wall of Yoga/class room in lobby area.
6. Knox key switches to operate doors to be installed for underground garage areas.
7. Knox Key Boxes shall be required at all buildings including the clubhouse. Specific locations and quantities to be determined.
8. Dual FDC locations shall have connections labeled as to which building is served.
9. Elevators – to comply with Village ordinance as detailed within these comments.
10. Entrance median; reduce median from the est. 10ft to 6ft to provide wider entrance/exit road widths for fire apparatus. Discuss as needed.
11. Riser or pump rooms for all buildings are not identified. Please detail.
12. Review Village specifications for pumper pads, hydrants and FDC details. Pumper pads with dual FDC shall ensure that hydrant side outlets are not obstructed by adjacent FDC connections.
13. Review FA annunciator locations for respective buildings as FA plans are submitted.

**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.

**AHJ:** The Authority Having Jurisdiction is the Village of Pleasant Prairie Fire & Rescue Department.

**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.**

**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, 2015 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, Knox key switches, or other AHJ approved devices on all gates on site. The Fire & Rescue Department will review the proper placement and operation of the Knox system locks.

**2. Gates / Barriers:**

- a. Any gates or barriers that are employed or installed on a private roadway or access shall have a minimum width clearance of sixteen (16) feet. Builder/developer to identify any other gate widths and obtain written AHJ approval.
- b. Gates or barriers that are locked must have the ability for the AHJ to remove, unlock or disable either manually or automatically the securing mechanism to open or raise the gate or barrier. Builder/developer to identify methodology.
- c. 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.

- d. Gates or barriers that raise vertically shall have a minimum vertical clearance of 13'6".
  - e. 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.
  - f. 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.
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 AHJ 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.
  - c. Elevator emergency phone notification shall dial the Pleasant Prairie emergency number or 262.694.1402
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.
  - d. Door numbering shall also be identified in some manner on the interior.
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:**
  - a. The building shall 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

pursuant to 8-13-18 meeting #15 and #16 not required for multi-family

Fire Department prior to system design.

- b. Risers shall be durably labeled with the system or riser identification.
- c. Outside/exterior Riser Control Valves: Where installed, outside control valves shall be durably labeled with the associated system or riser that it controls.
- d. Hydrant flow test values for sprinkler design purposes shall be no older than one year from the above ground fire submittal date.

**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:** As applicable for building type or unless otherwise approved in writing by the AHJ, 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 unless pre-approved by the AHJ.
  - 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 AHJ. 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 shall be approved by the AHJ. (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.



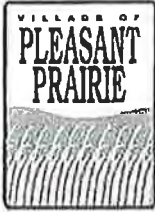
## Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director  
From: Sandro Perez, Building Inspection Superintendent  
Subject: Breeze Terrace  
Date: June 13, 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 2015 IBC, IEBC, IMC, IECC, IFGC, 2003 ANSI A117.1, 2017 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 2015 IBC.



# CERTIFIED SURVEY MAP APPLICATION

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

Property Location: SE Corner of 116th Avenue and Corporate Drive

Legal Description: Parcels 18, 19 & 20 of CSM1699

Tax Parcel Number(s): 92-4-122-302-0160, 92-4-122-302-0161, and 92-4-122-302-0162

Existing Zoning District(s): B-5, Freeway Office District; C-1, Lowland Resource Conservancy District, C-2 Upland Conservancy District and FBO, Floodplain Overlay District

**Select all that apply:**

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

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

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

**PROPERTY OWNER:**

Print Name: 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: July 2, 2018

**APPLICANT/AGENT:**

Interstate Partners II Wisconsin LLC  
By: Francis Brzezinski, Manager

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: fb@interstatepartners.com

Date: July 2, 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: SE Corner of 116th Avenue and Corporate Drive  
 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  
 Amend Section(s): Appendix C of Chapter 420 of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

See attached.

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

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

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

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

**PROPERTY OWNER:**

Print Name: Wispark LLC  
 Signature: [Signature]  
 Address: 231 W. Michigan St- P423  
Milwaukee WI 53203  
 (City) (State) (Zip)  
 Phone: 414.221.5500  
414.221.5503  
 Fax: \_\_\_\_\_  
enharris@wispark.com  
 Email: \_\_\_\_\_  
July 2, 2018  
 Date: \_\_\_\_\_

**APPLICANT/AGENT:**

Interstate Partners II Wisconsin LLC  
 By: Francis Brzezinski, Manager  
 Print Name: \_\_\_\_\_  
 Signature: [Signature]  
 Address: N16W23217 Stone Ridge Dr, Ste 120  
Waukesha WI 53188  
 (City) (State) (Zip)  
 Phone: 262.506.1000  
262.506.1001  
 Fax: \_\_\_\_\_  
fb@interstatepartners.com  
 Email: \_\_\_\_\_  
July 2, 2018  
 Date: \_\_\_\_\_

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

# Zoning Text Amendment Application

Purpose of Zoning Text Amendment:

Developing the apartment buildings and clubhouse sites as a PUD allows for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.

The following 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 of 5/12.
- The west side of apartment buildings A and D shall be soundproofed with triple pane windows 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 (excluding the attics), regardless of State requirements. Project will install NFPA 13R system which does not require sprinklers in attic. This is code compliant and was approved by Village Fire Chief in previous meeting.
- The landscaping and exterior turf shall be irrigated per submission.
- An on-site security system--Digital Security Imaging System (DSIS) shall be installed and made operational and a DSIS Agreement shall 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.
- Buildings A, D, F & I shall be pet free (two 33-unit buildings and two 19-unit buildings). A maximum number of one (1) pet per unit, except within the pet free units, with a maximum weight not to 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.

Based on previous discussions, the following modifications from the Zoning Ordinance include (all proposed modifications shall be included in the aforementioned written narrative to be submitted with the application):

- To increase the net density;
- To allow for multiple buildings per parcel;
- To increase the number of apartment units allowed per building
- To increase the building height





# 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: SE Corner of 116th Avenue and Corporate Drive

Legal Description: Parcels 18, 19 & 20 of CSM1699

Tax Parcel Number(s): 92-4-122-302-0160, 92-4-122-302-0161, and 92-4-122-302-0162

Existing Zoning District(s): See attached

Proposed Zoning District(s): See attached

Proposed Use: Residential development containing 213-units within nine buildings & a clubhouse

**Compatibility with Adjacent Land Uses:**

Adjacent uses include a variety of retail, hotel, restaurant and office uses. Adjacent land owners are supportive of the proposed multifamily development.

**If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.**

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

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

**PROPERTY OWNER:**

Print Name: Wispark LLC

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: July 2, 2018

**APPLICANT/AGENT:**

Interstate Partners II Wisconsin LLC  
By: Francis Brzezinski, Manager

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

Signature: [Signature]

Address: N16W23217 Stone Ridge Dr, Ste 120

Waukesha WI 53188

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Fax: 262.506.1001

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Date: July 2, 2018

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

# **Zoning Map Amendment Application**

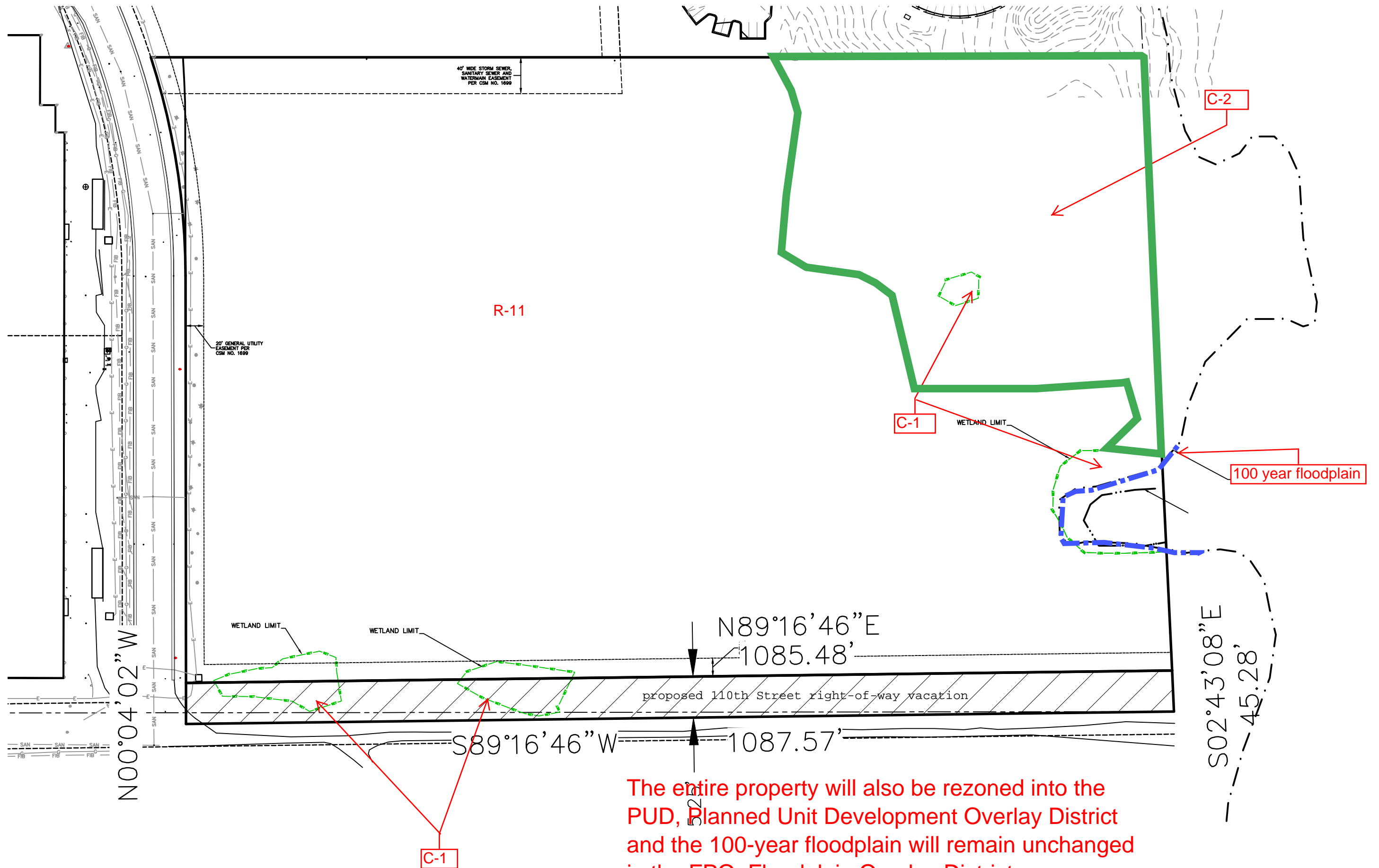
## **Existing Zoning Districts:**

B-5, Freeway Office District, C-1, Lowland Resource Conservancy District, C-2 Upland Conservancy District and FPO, Floodplain Overlay District.

## **Proposed Zoning Districts:**






The wetlands as field delineated in April of 2016 by Dave Meyer of Wetland and Waterway Consulting, a WI DNR Assured Delineator on the properties and within the right-of-way proposed to be vacated shall be rezoned into the C-1 District; the woodland areas being preserved in the northeast corner of the site (excluding the wetland area) shall be rezoned into the C-2 District; the remainder of the properties including the right-of-way area to be vacated shall be rezoned into the R-11 District; the location of the 100-year floodplain will remain unchanged within the FPO District; & the entire properties will be rezoned into the PUD, Planned Unit Development Overlay District.

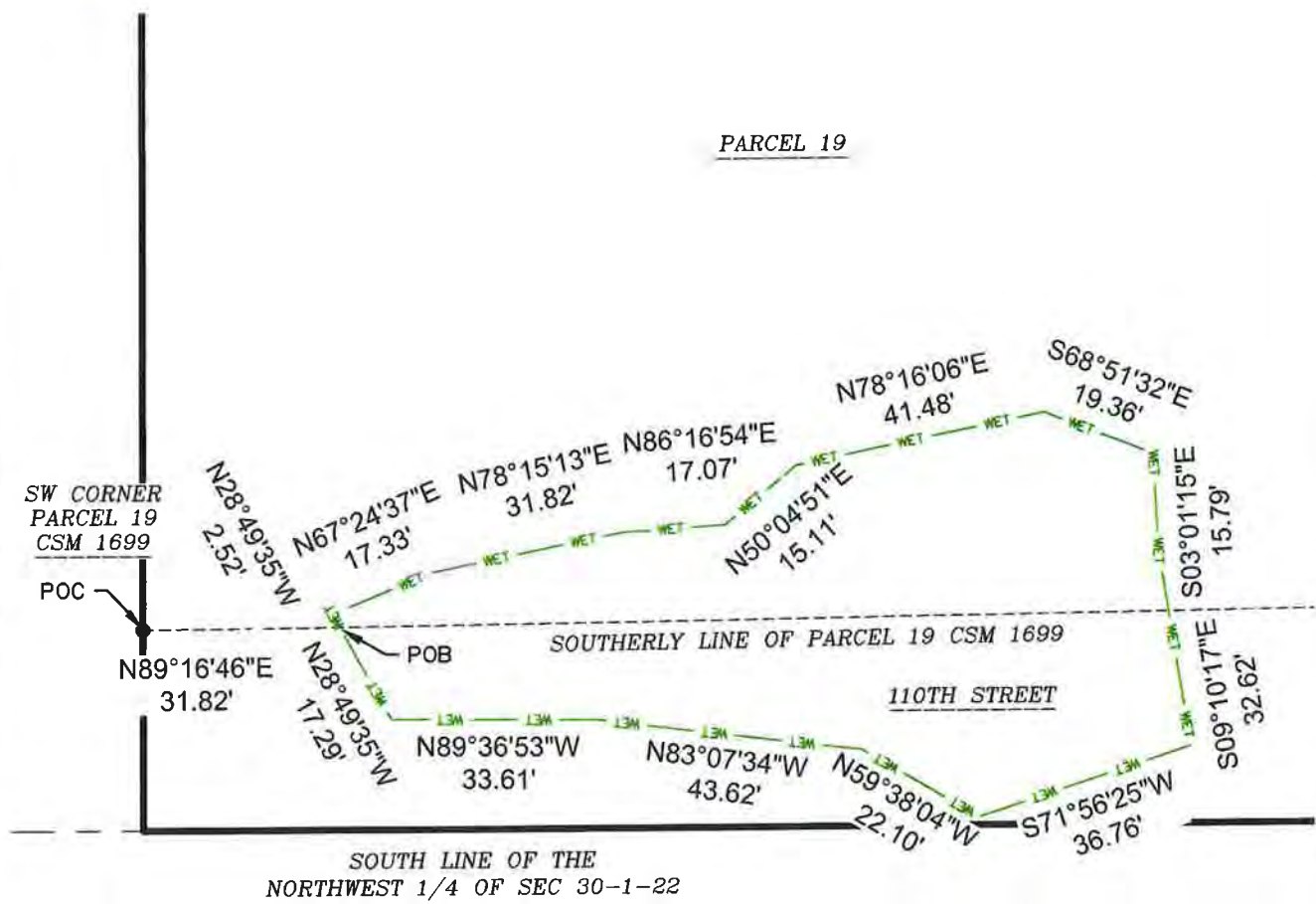
# PROPOSED ZONING MAP AMENDMENT



The entire property will also be rezoned into the PUD, Planned Unit Development Overlay District and the 100-year floodplain will remain unchanged in the FPO, Floodplain Overlay District.

**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



**EXHIBIT**  
**WETLAND AREA 1**

PREPARED BY:



W238 N1610 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
PHONE: (262)513-0888

PROJECT NAME:

BREEZE TERRACE  
APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS






CHECKED BY: -

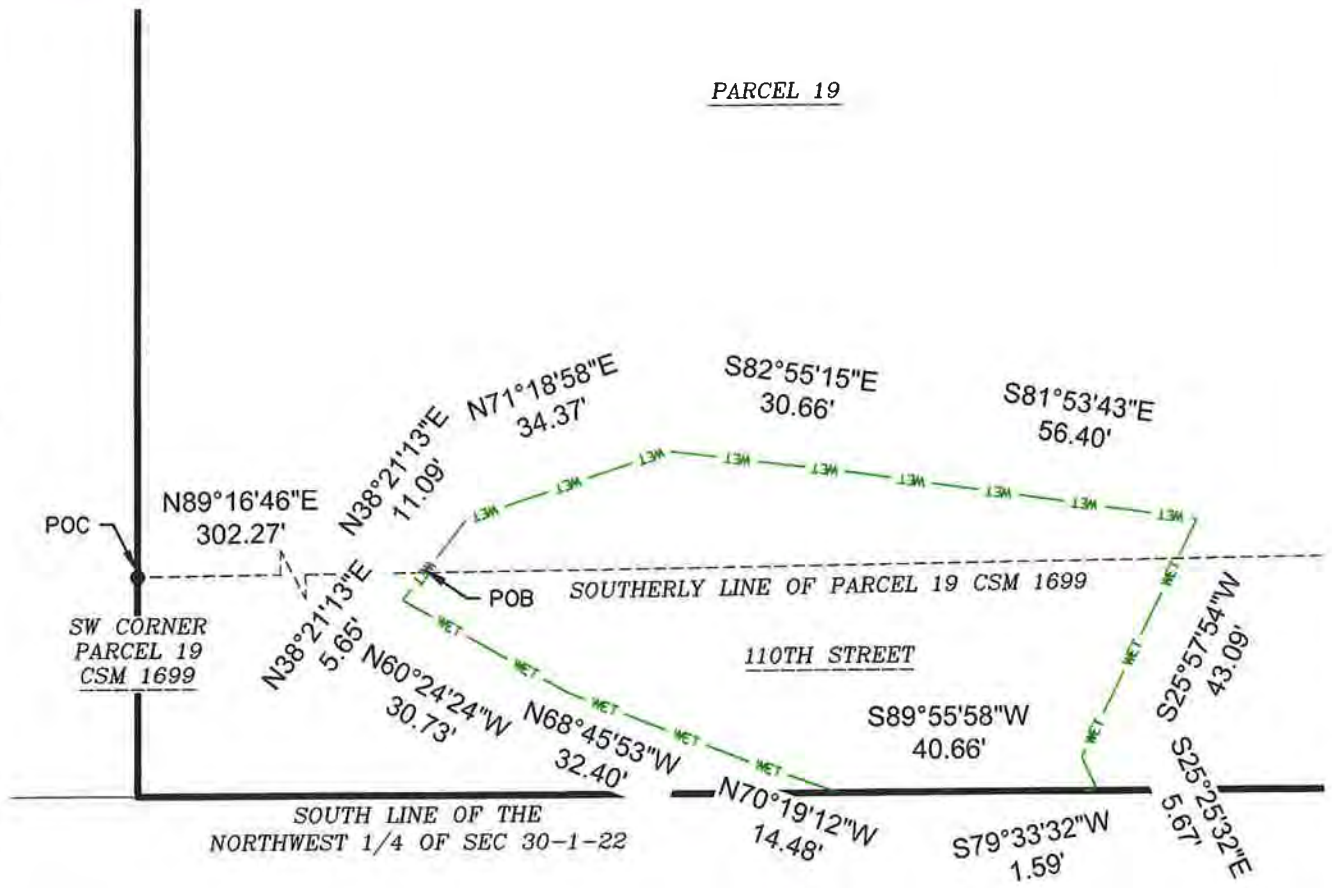
APPROVED BY: -



SCALE: 1" = 30'

**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS



**EXHIBIT**  
**WETLAND AREA 2**

PREPARED BY:



W238 N1810 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53186  
PHONE: (262)513-0888

PROJECT NAME:

BREEZE TERRACE APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS






CHECKED BY: -

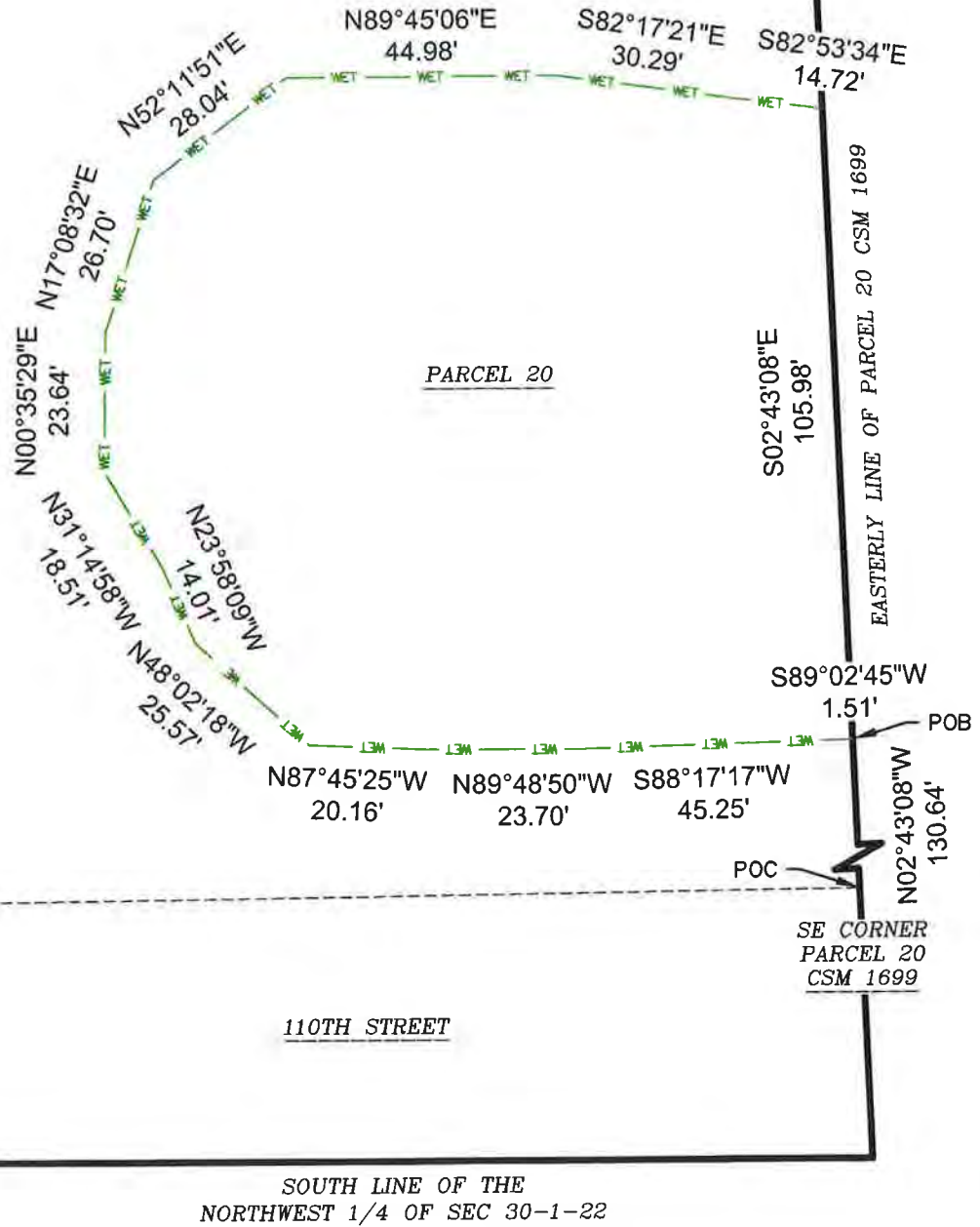
APPROVED BY: -



SCALE: 1" = 30'


**LEGEND**

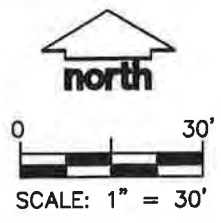
-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS








File: X:\PROJECTS\2017\178209\17-8209 Basemap - Standard\17-8209 Basemap.dwg Layout: Wet 3 User: dselle Plotted: Jun 29, 2018 - 2:18pm

**EXHIBIT**  
**WETLAND AREA 3**

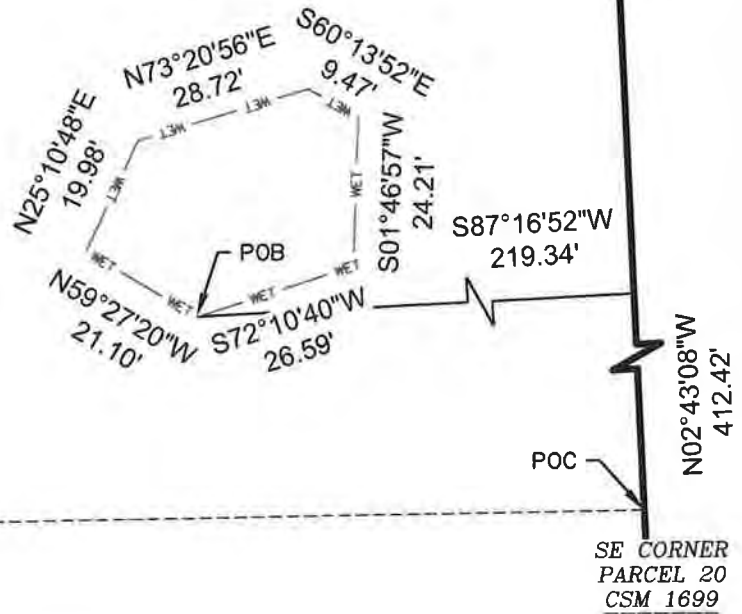
PREPARED BY:  W238 N1610 BUSSE RD, SUITE 100 WAUKESHA, WISCONSIN 53188 PHONE: (262)513-0666	PROJECT NAME: <b>BREEZE TERRACE APARTMENTS</b>	PROJECT NO: <u>17-8209</u> FILE NO: <u>-</u> FIELDBOOK/PG: <u>-</u> SHEET NO: <u>1 OF 1</u>	SURVEYED BY: <u>-</u> DRAWN BY: <u>DRS</u> CHECKED BY: <u>-</u> APPROVED BY: <u>-</u>
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**LEGEND**

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS

PARCEL 20



110TH STREET

SOUTH LINE OF THE  
NORTHWEST 1/4 OF SEC 30-1-22

**EXHIBIT**  
**WETLAND AREA 4**

PREPARED BY:



W238 N1810 BUSSE RD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
PHONE: (262)513-0668

PROJECT NAME:

BREEZE TERRACE  
APARTMENTS

PROJECT NO: 17-8209

FILE NO:           

FIELDBOOK/PG:           

SHEET NO: 1 OF 1

SURVEYED BY:           

DRAWN BY: DRS

CHECKED BY:           

APPROVED BY:           



SCALE: 1" = 30'

File: Y:\PROJECTS\2017\178209\17-8209 BaseMap - Standard\17-8209 BaseMap.dwg Layout: Wet 4 User: dselle Plotted: Jun 29, 2018 - 2:19pm

*W238 N1610 BUSSE RD, SUITE 100  
Verona, WI 53593*

***WETLAND AREA 1 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 31.82 feet to the Point of Beginning of this wetland area; thence N 28 degrees 49 minutes 35 seconds W, 2.52 feet; thence N 67 degrees 24 minutes 37 seconds E, 17.33 feet; thence N 78 degrees 15 minutes 13 seconds E, 31.82 feet; thence N 86 degrees 16 minutes 54 seconds E, 17.07 feet; thence N 50 degrees 04 minutes 51 seconds E, 15.11 feet; thence N 78 degrees 16 minutes 06 seconds E, 41.48 feet; thence S 68 degrees 51 minutes 32 seconds E, 19.36 feet; thence S 03 degrees 01 minutes 15 seconds E, 15.79 feet; thence S 09 degrees 10 minutes 17 seconds E, 32.62 feet; thence S 71 degrees 56 minutes 25 seconds W, 36.76 feet; thence N 59 degrees 38 minutes 04 seconds W, 22.10 feet; thence N 83 degrees 07 minutes 34 seconds W, 43.62 feet; thence N 89 degrees 36 minutes 53 seconds W, 33.61 feet; thence N 28 degrees 49 minutes 35 seconds W, 17.29 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 5,536 square feet or 0.127 acres.

***WETLAND AREA 2 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 302.27 feet to the Point of Beginning of this wetland area; thence N 38 degrees 21 minutes 13 seconds E, 11.09 feet; thence N 71 degrees 18 minutes 58 seconds E, 34.37 feet; thence S 82 degrees 55 minutes 15 seconds E, 30.66 feet; thence S 81 degrees 53 minutes 43 seconds E, 56.40 feet; thence S 25 degrees 57 minutes 54 seconds W, 43.09 feet; thence S 25 degrees 25 minutes 32 seconds E, 5.67 feet; thence S 79 degrees 33 minutes 32 seconds W, 1.59 feet to the south line of the Northwest Quarter of said Section 30; thence S 89 degrees 55 minutes 58 seconds W, 40.66 feet along said south line; thence N 70 degrees 19 minutes 12 seconds W, 14.48 feet; thence N 68 degrees 45 minutes 53 seconds W, 32.40 feet; thence N 60 degrees 24 minutes 24 seconds W, 30.73 feet; thence N 38 degrees 21 minutes 13 seconds E, 5.65 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 4,907 square feet or 0.113 acres.

***WETLAND AREA 3 DESCRIPTION***





Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 130.64 feet to the Point of Beginning of this wetland area; thence S 89 degrees 02 minutes 45 seconds W, 1.51 feet; thence S 88 degrees 17 minutes 17 seconds W, 45.25 feet; thence N 89 degrees 48 minutes 50 seconds W, 23.70 feet; thence N 87 degrees 45 minutes 25 seconds W, 20.16 feet; thence N 48 degrees 02 minutes 18 seconds W, 25.57 feet; thence N 23 degrees 58 minutes 09 seconds W, 14.01 feet; thence N 31 degrees 14 minutes 58 seconds W, 18.51 feet; thence N 00 degrees 35 minutes 29 seconds E, 23.64 feet; thence N 17 degrees 08 minutes 32 seconds E, 26.70 feet; thence N 52 degrees 11 minutes 51 seconds E, 28.04 feet; thence N 89 degrees 45 minutes 06 seconds E, 44.98 feet; thence S 82 degrees 17 minutes 21 seconds E, 30.29 feet; thence S 82 degrees 53 minutes 34 seconds E, 14.72 feet to said east line; thence S 02 degrees 43 minutes 08 seconds E along said east line, 105.98 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 12,519 square feet or 0.287 acres.

#### ***WETLAND AREA 4 DESCRIPTION***

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 412.42 feet; thence S 87 degrees 16 minutes 52 seconds W, 219.34 feet to the Point of Beginning of this wetland area; thence N 59 degrees 27 minutes 20 seconds W, 21.10 feet; thence N 25 degrees 10 minutes 48 seconds E, 19.98 feet; thence N 73 degrees 20 minutes 56 seconds E, 28.72 feet; thence S 60 degrees 13 minutes 52 seconds E, 9.47 feet; thence S 01 degrees 46 minutes 57 seconds W, 24.21 feet; thence S 72 degrees 10 minutes 40 seconds W, 26.59 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 1,143 square feet or 0.026 acres.

**LINE TABLE**

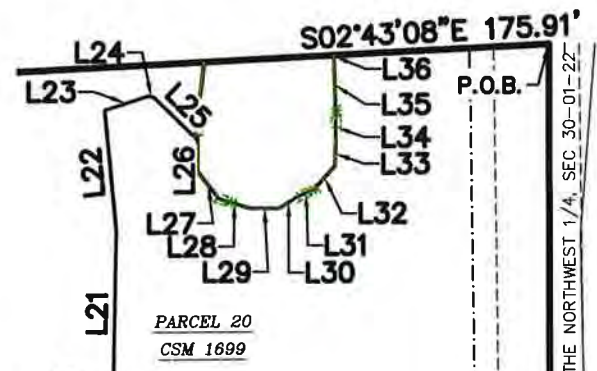
LINE	BEARING	DISTANCE
L1	N79°33'32"E	1.59'
L2	N25°25'32"W	5.67'
L3	N25°57'54"E	43.09'
L4	N81°53'43"W	56.40'
L5	N82°55'15"W	30.66'
L6	S71°18'58"W	34.37'
L7	S38°21'13"W	16.75'
L8	S60°24'24"E	30.73'
L9	S68°45'53"E	32.40'
L10	S70°19'12"E	14.47'
L11	S31°25'29"E	41.18'
L12	S16°54'42"E	29.23'
L13	S09°32'41"W	92.25'
L14	S04°36'50"W	62.14'
L15	S64°00'20"E	29.01'
L16	S79°10'20"E	68.84'
L17	S64°05'58"E	15.64'
L18	S44°41'19"E	15.66'
L19	S25°16'38"E	15.64'
L20	S12°46'02"E	92.03'
L21	S88°51'35"E	136.81'
L22	N84°41'22"E	98.83'
L23	S17°34'54"E	37.01'
L24	S11°37'50"W	4.81'
L25	S44°19'08"W	50.00'
L26	S89°45'06"W	26.03'
L27	S52°11'51"W	28.04'
L28	S17°08'32"W	26.70'
L29	S00°35'29"W	23.64'
L30	S31°14'58"E	18.51'
L31	S23°58'09"E	14.01'
L32	S48°02'18"E	25.57'
L33	S87°45'25"E	20.16'
L34	S89°48'50"E	23.70'
L35	N88°17'17"E	45.25'

**LEGEND**

- 3/4" REBAR FOUND
- PLAT BOUNDARY
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - PLATTED LOT LINE
- - - EASEMENT LINE
- WET — DELINEATED WETLANDS

**NOTES**

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 23 AND 26, 2018.
2. BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF LOT 20, CSM NO. 1699, RECORDED AS S02°43'08"W.



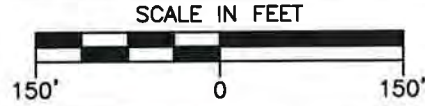
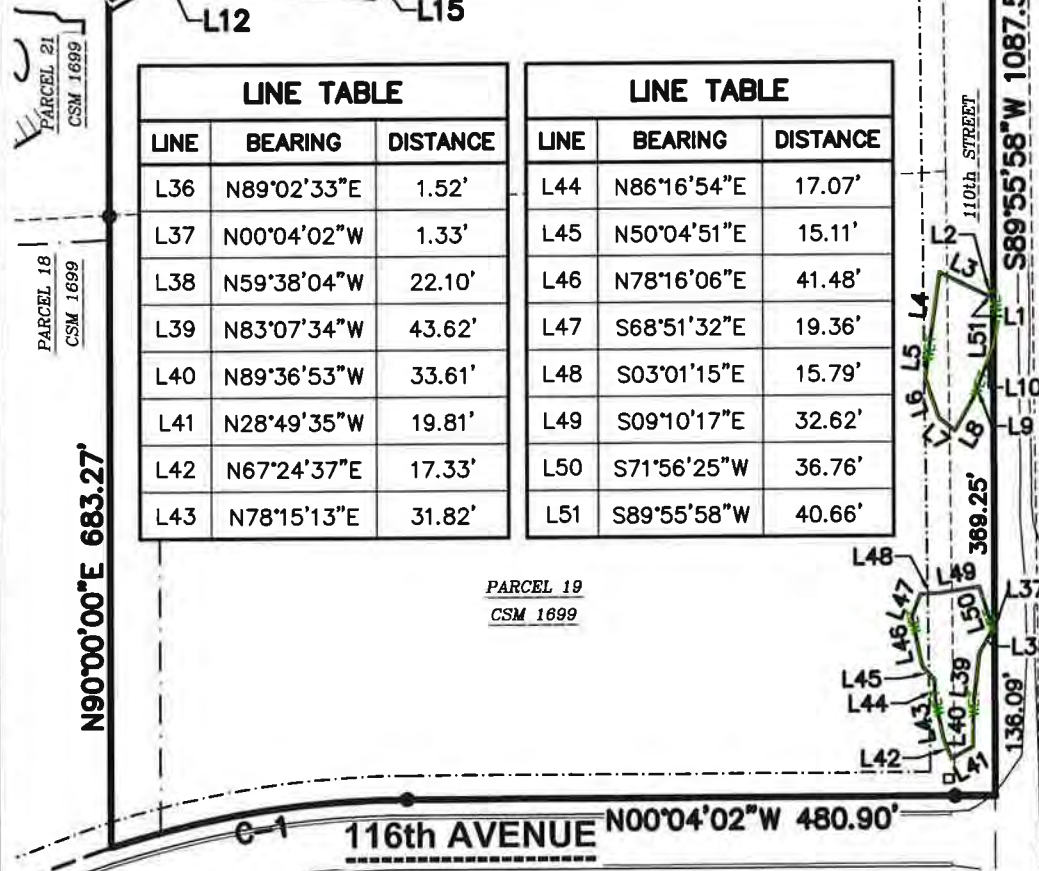
PARCEL 20  
CSM 1699

**HIGH DENSITY  
RESIDENTIAL**  
619,685 S.F.  
14.226 ACRE

LINE	BEARING	DISTANCE
L36	N89°02'33"E	1.52'
L37	N00°04'02"W	1.33'
L38	N59°38'04"W	22.10'
L39	N83°07'34"W	43.62'
L40	N89°36'53"W	33.61'
L41	N28°49'35"W	19.81'
L42	N67°24'37"E	17.33'
L43	N78°15'13"E	31.82'

LINE	BEARING	DISTANCE
L44	N86°16'54"E	17.07'
L45	N50°04'51"E	15.11'
L46	N78°16'06"E	41.48'
L47	S68°51'32"E	19.36'
L48	S03°01'15"E	15.79'
L49	S09°10'17"E	32.62'
L50	S71°56'25"W	36.76'
L51	S89°55'58"W	40.66'

PARCEL 19  
CSM 1699



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C-1	244.61'	785.00'	243.62'	N08°59'39"W

File: I:\2017\178209 (milw)\178209 Rezoning C-2 R-11.dwg Layout: EM-HDR\_R-11 User: colsen Plotted: Jun 29, 2018 - 2:42pm

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE RD. SUITE 100  
WAUKESHA, WISCONSIN 53188  
262 513 0866 PHONE | 262 513 1232 FAX

www.jsdinc.com

PROJECT:  
**BREEZE TERRACE  
APARTMENTS**

VILLAGE OF PLEASANT PRAIRIE, WI

SHEET TITLE:  
**REZONING  
EXHIBIT MAP**

JSD PROJECT NUMBER:  
17-8209

DRAWN BY: CJO CHECKED BY: AWW

DATE:  
28 JUNE, 2018

SHEET NUMBER:  
**3 OF 3**

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



ISSUED FOR: **BID/PERMIT**

**ARCHITECT:**  
**STEPHEN PERRY SMITH ARCHITECTS, INC.**  
MILWAUKEE, WISCONSIN

**CONSULTANTS**

**PROJECT**

**BREEZE TERRACE APARTMENTS**  
PLEASANT PRAIRIE, WI

**OWNER**



**REVISIONS**

NO.	DESCRIPTION	DATE

**INFORMATION**

PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	BID/PERMIT
DATE	JUNE 15, 2018

**SHEET**

TITLE PAGE

**G000**

## DRAWING INDEX

<b>GENERAL</b>	
G000	TITLE PAGE
G001	PROJECT INFORMATION AND INDEX
G002	ACCESSIBLE DIMENSIONS
<b>CIVIL (UNDER SEPARATE CONTRACT WITH OWNER)</b>	
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C1.0	OVERALL SITE PAVEMENT I.D. AND DIMENSION PLAN
C1.1	NORTHWEST PAVEMENT I.D. AND DIMENSION PLAN
C1.2	NORTHEAST PAVEMENT I.D. AND DIMENSION PLAN
C1.3	SOUTHWEST PAVEMENT I.D. AND DIMENSION PLAN
C1.4	SOUTHEAST PAVEMENT I.D. AND DIMENSION PLAN
C2.0	OVERALL GRADING AND EROSION CONTROL PLAN
C2.1	NORTHWEST GRADING AND EROSION CONTROL PLAN
C2.2	NORTHEAST GRADING AND EROSION CONTROL PLAN
C2.3	SOUTHWEST GRADING AND EROSION CONTROL PLAN
C2.4	SOUTHEAST GRADING AND EROSION CONTROL PLAN
C3.0	OVERALL STORM SEWER PLAN
C3.1	NORTHWEST STORM SEWER PLAN
C3.2	NORTHEAST STORM SEWER PLAN
C3.3	SOUTHWEST STORM SEWER PLAN
C3.4	SOUTHEAST STORM SEWER PLAN
C4.0	OVERALL WATERMAIN AND SANITARY SEWER PLAN
C4.1	WATER AND SANITARY PLAN AND PROFILES
C4.2	WATER AND SANITARY PLAN AND PROFILES
C4.3	WATER AND SANITARY PLAN AND PROFILES
C4.4	WATER AND SANITARY PLAN AND PROFILES
C4.5	WATER AND SANITARY PLAN AND PROFILES
C4.6	WATER AND SANITARY PLAN AND PROFILES
C4.7	WATER AND SANITARY PLAN AND PROFILES
C4.8	WATER AND SANITARY PLAN AND PROFILES
C4.9	WATER AND SANITARY PLAN AND PROFILES
C5.0	SITE NOTES AND DETAILS
C5.1	SITE NOTES AND DETAILS
C5.2	SITE NOTES AND DETAILS
C5.3	SITE NOTES AND DETAILS
C5.4	SITE NOTES AND DETAILS
C5.5	SITE NOTES AND DETAILS
C5.6	SITE NOTES AND DETAILS
C5.7	SITE NOTES AND DETAILS
C5.8	SITE NOTES AND DETAILS
C5.9	SITE NOTES AND DETAILS
C5.10	SITE NOTES AND DETAILS
C5.11	SITE NOTES AND DETAILS
C5.12	SITE NOTES AND DETAILS
<b>LANDSCAPE (UNDER SEPARATE CONTRACT WITH OWNER)</b>	
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L1.1	LANDSCAPE PLAN SOUTHWEST
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L1.4	LANDSCAPE PLAN NORTHWEST
L2.0	LANDSCAPE NOTES, DETAILS, & SPECIFICATIONS
T1.0	TREE SURVEY
T2.0	TREE SURVEY DATA
<b>SITE LIGHTING (UNDER SEPARATE CONTRACT WITH OWNER)</b>	
1 of 1	SITE LIGHTING PLAN & SCHEDULE
<b>ARCHITECTURAL</b>	
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A002	DOOR TYPES & SCHEDULES
A002A	DOOR TYPES & SCHEDULES
A003	WALL TYPES AND DETAILS
A03A	WALL TYPES AND DETAILS
A004	SCHEDULES AND FINISHES
A060	SITE DETAILS
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A102	2ND FLOOR PLAN - BUILDINGS D/F/G
A103	ROOF PLAN - BUILDINGS D/F/G
A104	1ST FLOOR PLAN - BUILDINGS C/E/H
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A106	ROOF PLAN - BUILDINGS C/E/H
A130	BUILDING ELEVATIONS - BUILDINGS D/F/G
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A152	ENLARGED PLANS & ELEVATIONS
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A171	PROJECT DETAILS - INTERIOR
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A201	FIRST FLOOR PLAN - BUILDING A
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A205	BASEMENT PLAN - BUILDINGS B/I
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A244	STAIR B SECTIONS & ENLARGED PLANS
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A301	FIRST FLOOR PLAN - CLUBHOUSE
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A340	BUILDING SECTIONS - CLUBHOUSE
A350	ENLARGED PLANS & ELEVATIONS
<b>STRUCTURAL</b>	
SEE SHEET S001 FOR STRUCTURAL SHEET INDEX AND STAMP	

## CODE ANALYSIS

### APPLICABLE CODES

BUILDING: 2015 IBC, WISCONSIN COMMERCIAL BUILDING CODE  
 STRUCTURAL: 2015 IBC, WISCONSIN COMMERCIAL BUILDING CODE  
 ACCESSIBILITY: ICC/ANSI A117.1-2009

### COMPONENT RATINGS - SA CONSTRUCTION

TABLE 601	
FLOOR FRAMING	1 HOUR
ROOF FRAMING	1 HOUR
EXTERIOR WALLS (BEARING)	1 HOUR
INTERIOR WALLS (BEARING)	1 HOUR
INTERIOR WALLS (NON-BEARING)	0 HOUR
UNIT SEPERATION	1 HOUR
GARAGE SEPERATION	1 HOUR

MAXIMUM TRAVEL DISTANCE: LESS THAN 250'

ATTIC COMPARTMENTALIZATION: EVERY 2 UNITS OR 3,000 SF MAX  
 (WHICHEVER IS SMALLER)

### BUILDINGS C/D/E/F/G/H

RESIDENTIAL R-2 (APARTMENT)  
 UTILITY U (PRIVATE GARAGE)

### AREA

FIRST FLOOR: 13,307 SF  
 SECOND FLOOR: 12,482 SF  
 TOTAL AREA: 25,789 SF

### CONSTRUCTION CLASSIFICATION

SA - WOOD FRAMED CONSTRUCTION  
 SPRINKLER PROTECTION THROUGHOUT: YES PER NFPA 13R

ALLOWABLE HEIGHTS AND AREAS 12,000 SF / 4 LEVELS

INCREASED AREA (FRONTAGE):  
 - WEIGHTED AVG. OPEN SPACE WIDTH SURROUNDING BLDG = 20 FEET  
 - IF =  $(1-0.25) \times 20/30 = 0.5$   
 -  $12,000 \times 0.5 = 6,000sf$   
 -  $6,000 + 12,000 = 18,000$  PER FLOOR ALLOWED

### OCCUPANCY USE (IBC CHAPTER 3)

PRIMARY OCCUPANCY: RESIDENTIAL (R-2)

### EXTERIOR WALLS

FIRE SEPERATION DISTANCE: 0'-0" < X < 30'-0" = 1 HOUR  
 WALL OPENINGS PROTECTED/UNPROTECTED: UNPROTECTED

### FIRE APPARATUS ACCESS

BUILDING UNLIMITED IN AREA: NO (NFPA 13R)  
 BUILDING EQUIPPED W/ FIRE SPRINKLER YES  
 FIRE LANES WITHIN 150' OF ALL PERIMETERS YES  
 FIRE APPARATUS ACCESS ROAD AT LEAST 20' YES

### BUILDINGS A/B/I

RESIDENTIAL R-2 (APARTMENT)  
 STORAGE S-2 (LOW HAZARD PARKING GARAGE)

### AREA

BASEMENT: 12,321 SF  
 FIRST FLOOR: 11,090 SF  
 SECOND FLOOR: 11,090 SF  
 THIRD FLOOR: 11,090 SF  
 TOTAL AREA: 45,591 SF

### CONSTRUCTION CLASSIFICATION

SA - WOOD FRAMED CONSTRUCTION  
 SPRINKLER PROTECTION THROUGHOUT:  
 - YES PER NFPA 13R FOR GROUP R-2 FIRE AREA  
 - YES PER NFPA 13 FOR GROUP S-2 FIRE AREA

ALLOWABLE HEIGHTS AND AREAS 12,000 SF / 4 LEVELS

INCREASED AREA (FRONTAGE):

- WEIGHTED AVG. OPEN SPACE WIDTH SURROUNDING BLDG = 30 FEET  
 - IF =  $(1-0.25) \times 30/30 = 0.75$   
 -  $12,000 \times 0.75 = 9,000sf$   
 -  $9,000 + 12,000 = 21,000$  PER FLOOR ALLOWED

### OCCUPANCY USE (IBC CHAPTER 3)

PRIMARY OCCUPANCY: RESIDENTIAL (R-2)  
 SECONDARY OCCUPANCY: STORAGE (S-2)

### MIXED-OCCUPANCY SEPARATION

R-2 TO S-2: 2-HOUR PRECAST

### EXTERIOR WALLS

FIRE SEPERATION DISTANCE: 0'-0" < X < 30'-0" = 1 HOUR  
 WALL OPENINGS PROTECTED/UNPROTECTED: UNPROTECTED

### PARKING GARAGE

7'-0" MINIMUM CLEAR HEIGHT THROUGHOUT GARAGE  
 7'-6" MINIMUM CLEAR HEIGHT AT EGRESS PATH

### FIRE APPARATUS ACCESS

BUILDING UNLIMITED IN AREA: NO  
 BUILDING EQUIPPED W/ FIRE SPRINKLER YES (NFPA 13R)  
 FIRE LANES WITHIN 150' OF ALL PERIMETERS YES  
 FIRE APPARATUS ACCESS ROAD AT LEAST 20' YES

## UNIT MIX FOR DEVELOPMENT

BUILDING	STUDIO	ADA TYPE-A UNITS			ADA TYPE-B UNITS			TOTAL UNITS	PETS ALLOWED			
		ONE BEDROOM	TWO BEDROOM	THREE BEDROOM	ONE BEDROOM	TWO BEDROOM	THREE BEDROOM					
A	0	21	12	0	0	1	0	21	12	0	33	NO
B	0	21	12	0	0	1	0	21	12	0	33	NO
C	0	0	0	0	0	0	0	4	2	0	19	YES
D	0	0	0	0	1	0	0	4	2	0	19	NO
E	0	0	0	0	0	0	0	4	2	0	19	NO
F	0	0	0	0	1	0	0	4	2	0	19	YES
G	0	0	0	0	1	0	0	4	2	0	19	YES
H	0	0	0	0	0	0	0	4	2	0	19	YES
I	0	21	12	0	0	1	0	21	12	0	33	YES
TOTAL PROVIDED	-	-	-	-	3	3	0	-	-	-	213	
TOTAL REQUIRED					2	3	0					

### ACCESSIBILITY NOTES:

- A MINIMUM OF 2% OF ALL UNITS SHALL BE TYPE-A ACCESSIBLE AND PROVIDED THROUGH-OUT DEVELOPMENT
- ALL GROUND FLOOR UNITS IN BUILDINGS C/D/E/F/G/H ARE DESIGNED TO MEET TYPE-B UNITS FOR ADAPTION.
- ALL UPPER LEVEL UNITS IN BUILDINGS C/D/E/F/G/H ARE NOT REQUIRED TO MEET TYPE-A OR TYPE-B REQUIREMENTS (NO ELEVATOR).
- ALL UNITS IN BUILDINGS A/B/I ARE DESIGNED TO MEET TYPE-B UNITS FOR ADAPTION.

DENOTES TYPE-B UNIT TO BE UPGRADED TO BE A TYPE-A ACCESSIBLE UNIT. REFER TO DETAILS FOR ADDITIONAL NOTES AND DIMENSIONS

UNIT	# BEDROOMS	SIZE (APPROX. SF)	BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F	BUILDING G	BUILDING H	BUILDING I	TOTAL
1A	1	780			3	2	3	2	2	2	3	15
1B	1	906			7	7	7	7	7	7	7	42
1C	1	948			1	1	1	1	1	1	1	6
1D	1	913			1	1	1	1	1	1	1	6
1E	1	786			1	1	1	1	1	1	1	6
1F	1	780			1	1	1	1	1	1	1	6
2A	2	1195			2	2	2	2	2	2	2	12
2B	2	1264			2	2	2	2	2	2	2	12
2C	2	1278			2	2	2	2	2	2	2	12
1G	1	751	21	21								21
2D	2	1134	5	5								5
2E	2	1085	6	6								6
2F	2	1134	1	1								1
<b>TOTAL</b>			<b>33</b>	<b>33</b>	<b>19</b>	<b>19</b>	<b>19</b>	<b>19</b>	<b>19</b>	<b>19</b>	<b>33</b>	<b>213</b>

### COMPONENT RATINGS - SB CONSTRUCTION

TABLE 601	
FLOOR FRAMING	0 HOUR
ROOF FRAMING	0 HOUR
EXTERIOR WALLS (BEARING)	0 HOUR
INTERIOR WALLS (BEARING)	0 HOUR
INTERIOR WALLS (NON-BEARING)	0 HOUR
UNIT SEPERATION	1 HOUR
GARAGE SEPERATION	1 HOUR

MAXIMUM TRAVEL DISTANCE: LESS THAN 250'

ATTIC COMPARTMENTALIZATION: EVERY 2 UNITS OR 3,000 SF MAX  
 (WHICHEVER IS SMALLER)

### CLUBHOUSE

ASSEMBLY A-3

### AREA

FIRST FLOOR: 4,455 SF

### CONSTRUCTION CLASSIFICATION

SB - WOOD FRAMED CONSTRUCTION  
 SPRINKLER PROTECTION THROUGHOUT: NO

### ALLOWABLE HEIGHTS AND AREAS:

6,000 SF / 1 LEVEL

### OCCUPANCY USE (IBC CHAPTER 3)

PRIMARY OCCUPANCY: ASSEMBLY (A-3)

### EXTERIOR WALLS

FIRE SEPERATION DISTANCE: 10'-0" < X < 30'-0" = 0 HOURS  
 WALL OPENINGS PROTECTED/UNPROTECTED: UNPROTECTED

### FIRE APPARATUS ACCESS

BUILDING UNLIMITED IN AREA: NO  
 BUILDING EQUIPPED W/ FIRE SPRINKLER NO  
 FIRE LANES WITHIN 150' OF ALL PERIMETERS YES  
 FIRE APPARATUS ACCESS ROAD AT LEAST 20' YES

## GENERAL CONTRACTOR

### BERGHAMMER CONSTRUCTION CORP.

4750 N. 132nd STREET  
 BUTLER, WI 53007  
 PHONE: 262.790.4750

## CIVIL

### JSD PROFESSIONAL SERVICES, INC.

W238 N2610 BUSSE ROAD  
 WAUKESHA, WI 53188  
 PHONE: 262.513.0666  
 FAX: 262.513.1232

## LANDSCAPE

### JSD PROFESSIONAL SERVICES, INC.

W238 N2610 BUSSE ROAD  
 WAUKESHA, WI 53188  
 PHONE: 262.513.0666  
 FAX: 262.513.1232

## ARCHITECTURAL

### STEPHEN PERRY SMITH ARCHITECTS

215 N. WATER STREET, SUITE 250  
 MILWAUKEE, WI 53202  
 PHONE: 414.277.9700  
 FAX: 414.277.9705

## STRUCTURAL

### PIERCE ENGINEERS

181 N. BROADWAY  
 MILWAUKEE, WI 53202  
 PHONE: 414.278.6060  
 FAX: 414.278.6061

SEE SHEET S001  
 FOR STRUCTURAL  
 STAMP AND SHEET  
 INDEX



215 N. WATER STREET, SUITE 250  
 MILWAUKEE, WISCONSIN 53202  
 T 414.277.9700 | F 414.277.9705  
 spsarchitects.com

## CONSULTANTS

## PROJECT

### BREEZE TERRACE APARTMENTS

PLEASANT PRAIRIE, WI

## OWNER



## REVISIONS

NO.	DESCRIPTION	DATE
2	ADDENDUM 02	08.10.18

## INFORMATION

PROJECT ARCHITECT **SPS**

PROJECT MANAGER

PROJECT NUMBER ISP-15-780

ISSUED FOR BID/PERMIT

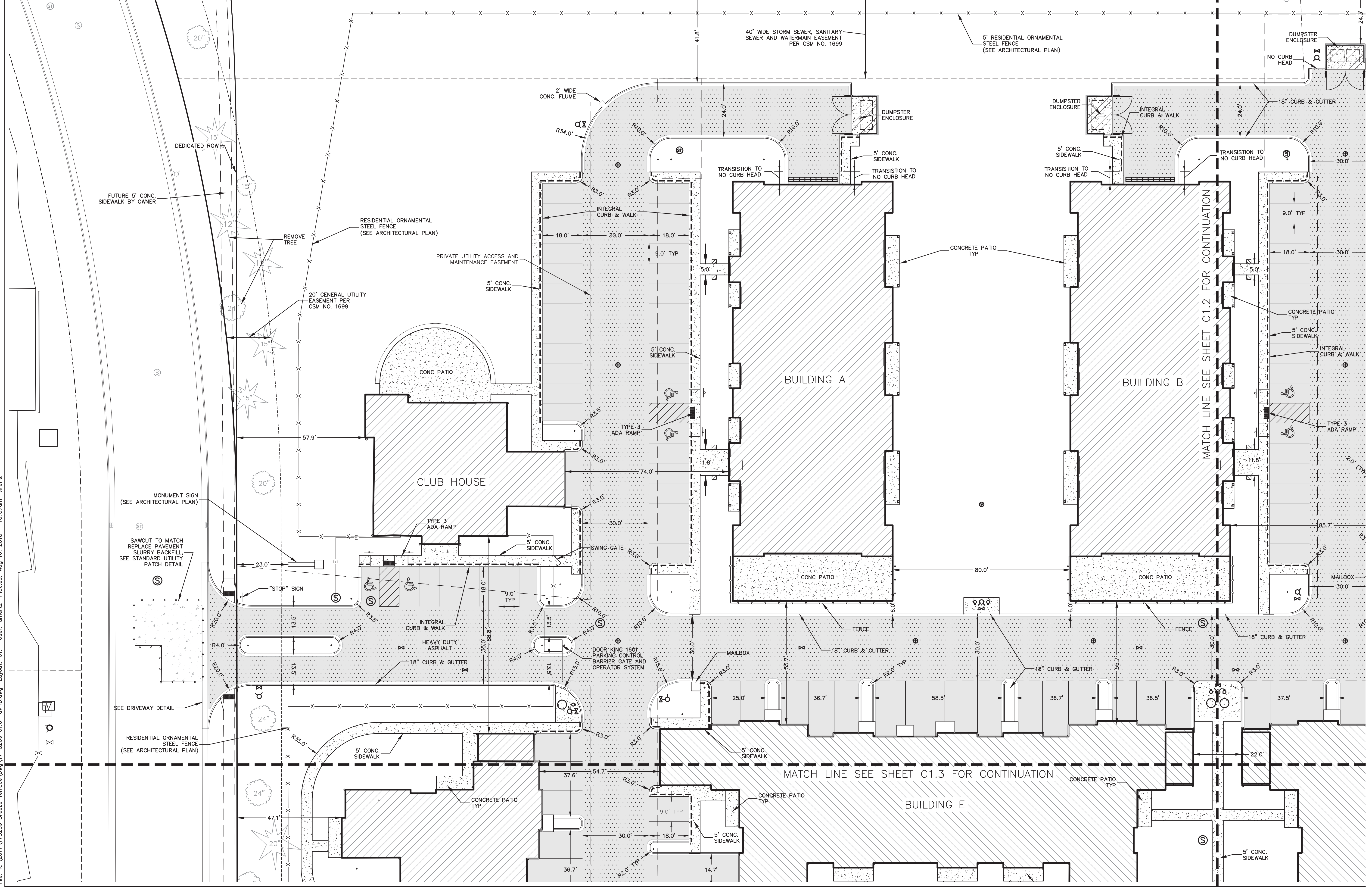
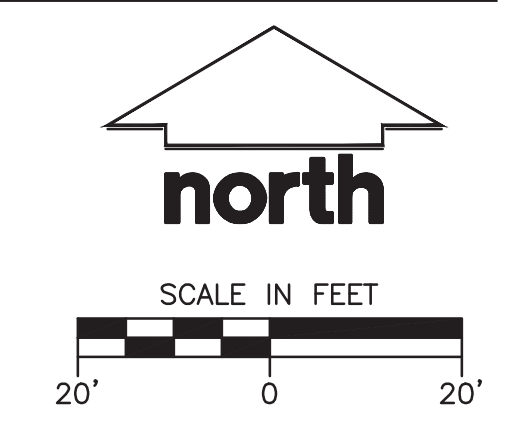
DATE JUNE 15, 2018

## SHEET





PAVEMENT LEGEND	
	HEAVY DUTY ASPHALT PAVEMENT
	LIGHT DUTY ASPHALT PAVEMENT
	CONCRETE SIDEWALK AND PATIO
	HEAVY DUTY CONCRETE



File: R:\2017\176209 Breeze Terrace\Drawings\17-8209 C1.0 Pav ID.dwg Layout: C1.1 User: emertz Plotted: Aug 16, 2018 - 10:37am Xref's:

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CLIENT:  
 **Interstate Partners LLC**  
Real Estate Development

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	3/15/18	PLAN COMMISSION
2	5/18/18	REVIEW SET
3	7/28/18	VILLAGE RESUBMITTAL
4	7/27/18	VILLAGE RESUBMITTAL
5	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
**NORTHWEST PAVEMENT I.D. AND DIMENSION PLAN**

SHEET NUMBER:  
**C1.1**

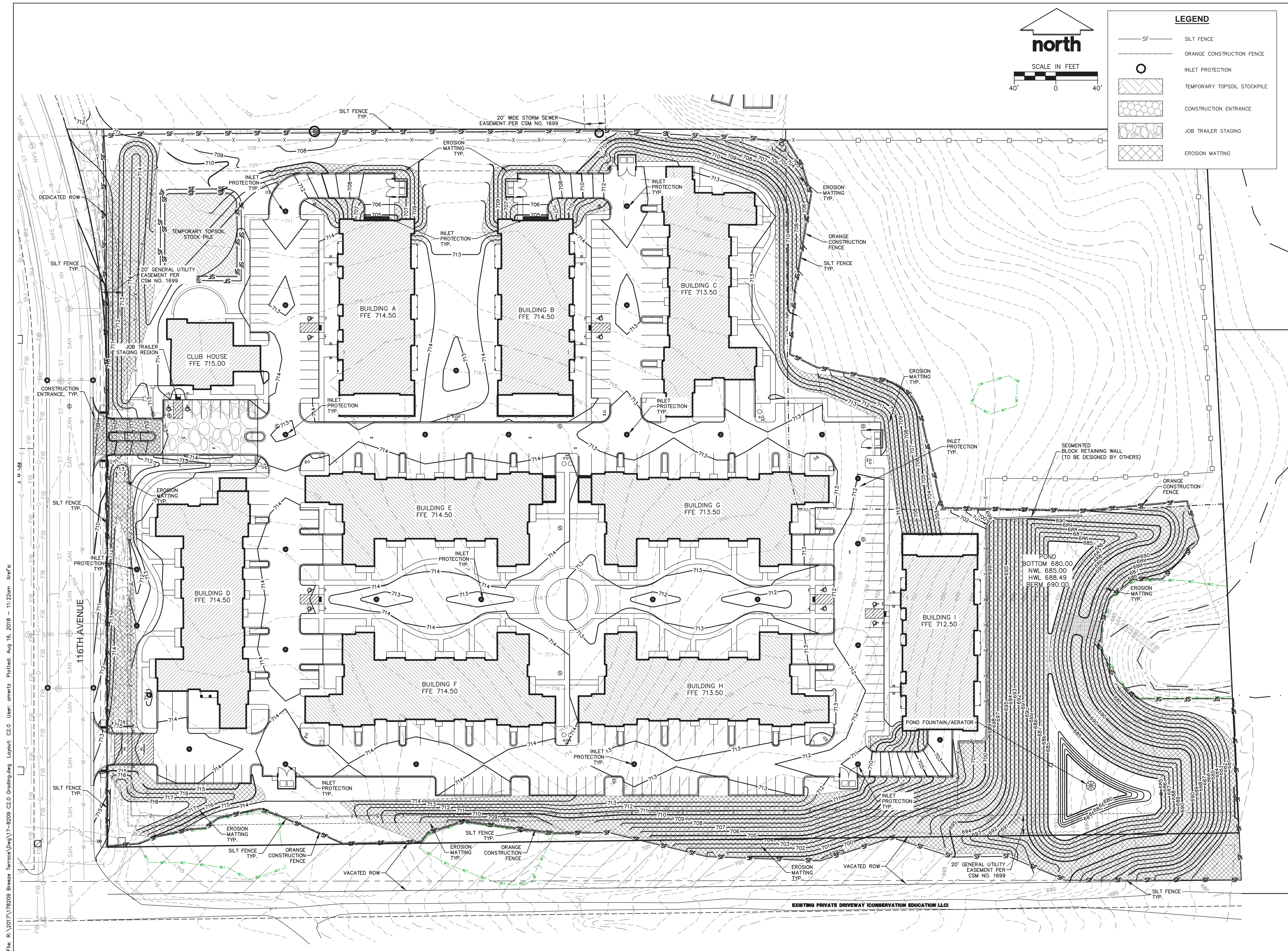
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PROJECT:  
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PROJECT LOCATION:  
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PLAN MODIFICATIONS:

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2.	5/18/18	REVIEW SET
3.	7/26/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL

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Design/Draw: \_\_\_\_\_ APM  
 Approved: \_\_\_\_\_ RWI

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SHEET TITLE:  
**OVERALL GRADING AND EROSION CONTROL PLAN**

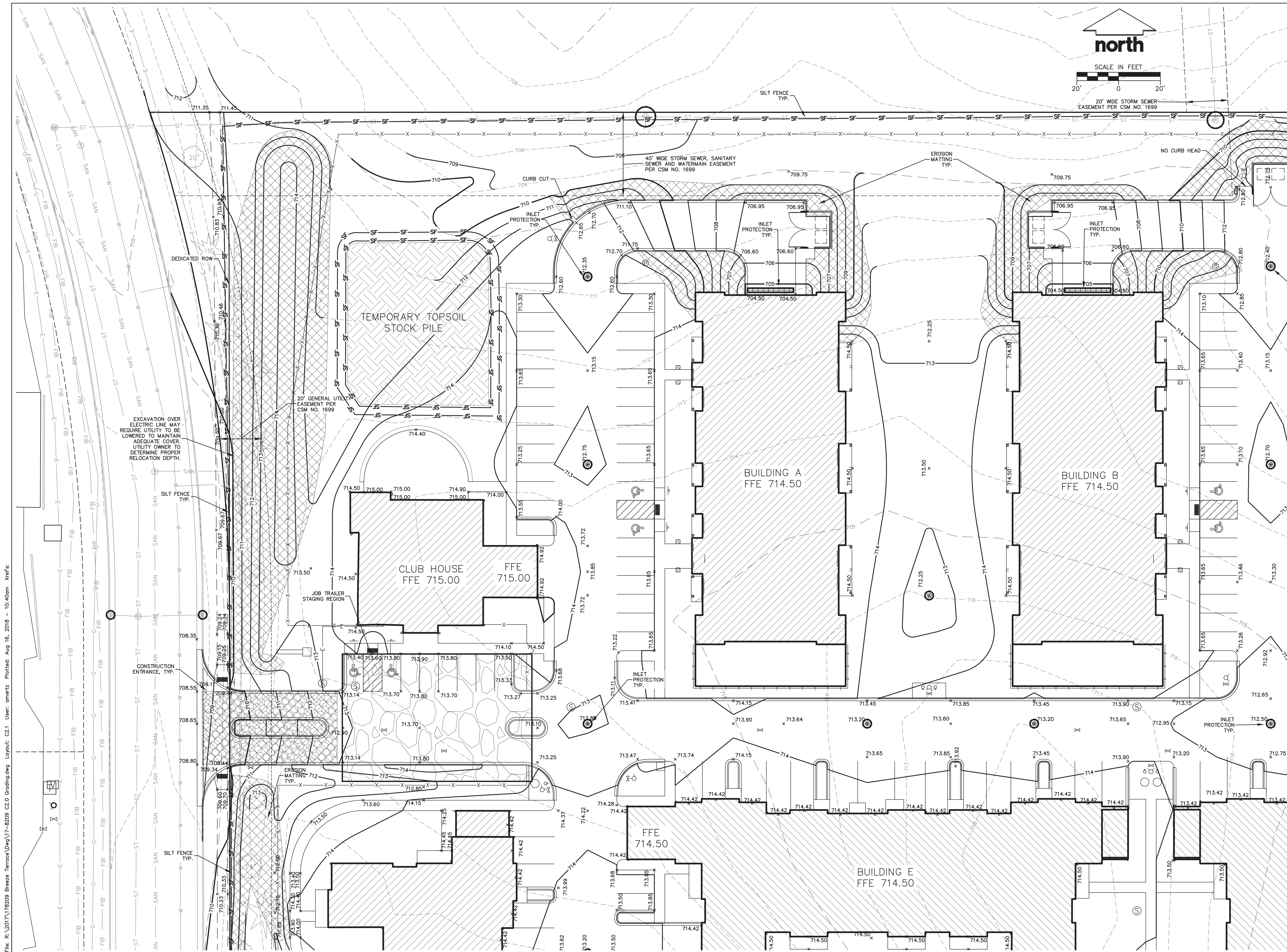
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SHEET NUMBER:  
C2.0

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PROJECT:  
**BREEZE TERRACE APARTMENTS**

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4	7/27/18	VILLAGE RESUBMITTAL
5	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

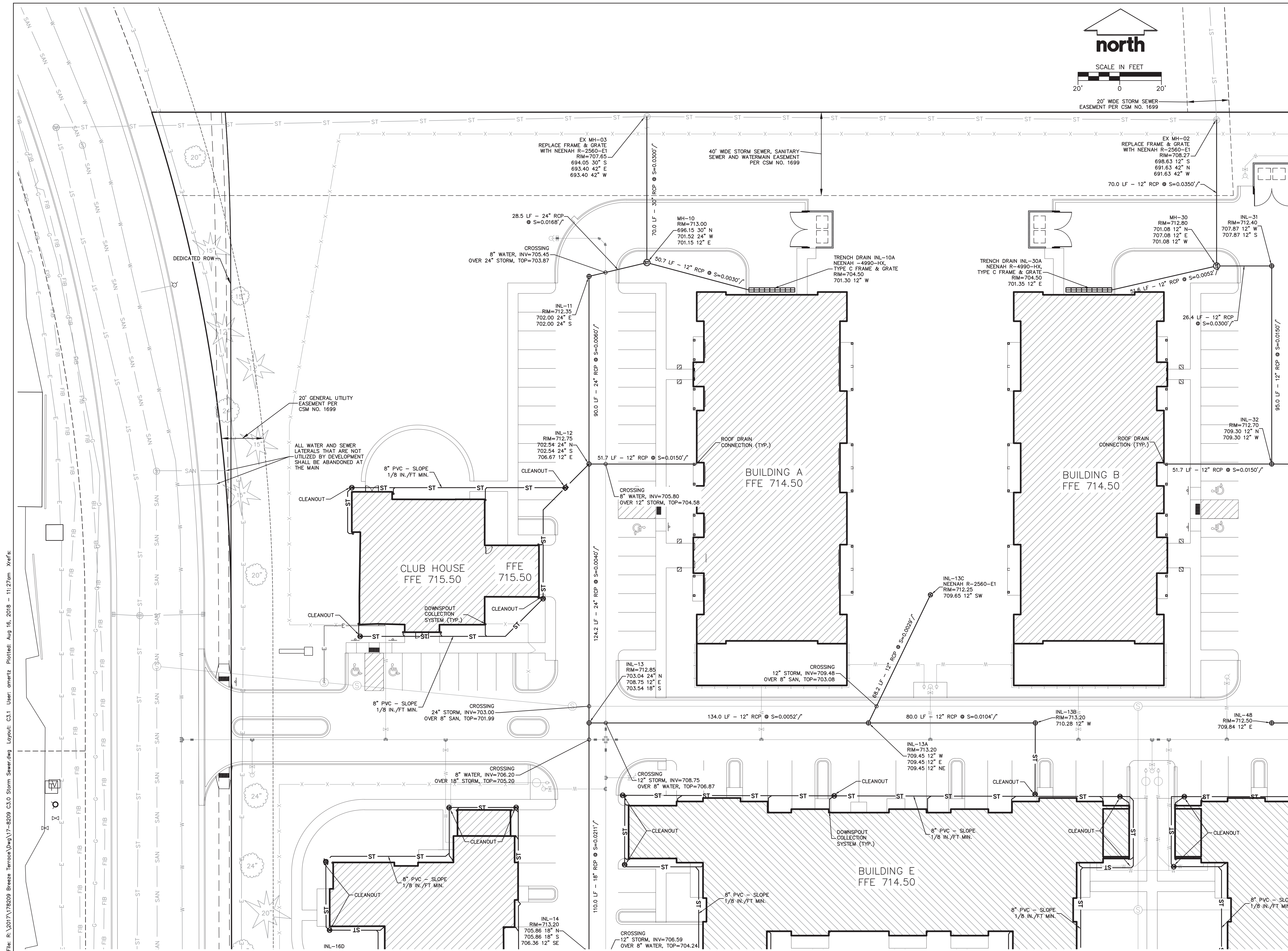
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**NORTHWEST GRADING AND EROSION CONTROL PLAN**

SHEET NUMBER:  
**C2.1**

JSD PROJECT NO: 17-8209

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WAUKESHA, WI 53188

PROJECT:  
BREEZE TERRACE  
APARTMENTS

PROJECT LOCATION:  
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PLAN MODIFICATIONS:

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2.	5/18/18	REVIEW SET
3.	7/26/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
NORTHWEST STORM  
SEWER PLAN

SHEET NUMBER:  
**C3.1**

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PROJECT:

**BREEZE TERRACE APARTMENTS**

PROJECT LOCATION:

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4	7/27/18	VILLAGE RESUBMITTAL
5	8/16/18	VILLAGE RESUBMITTAL

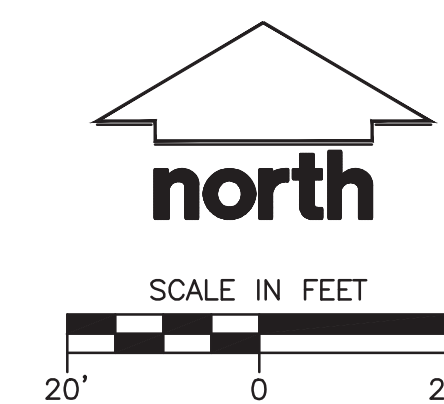
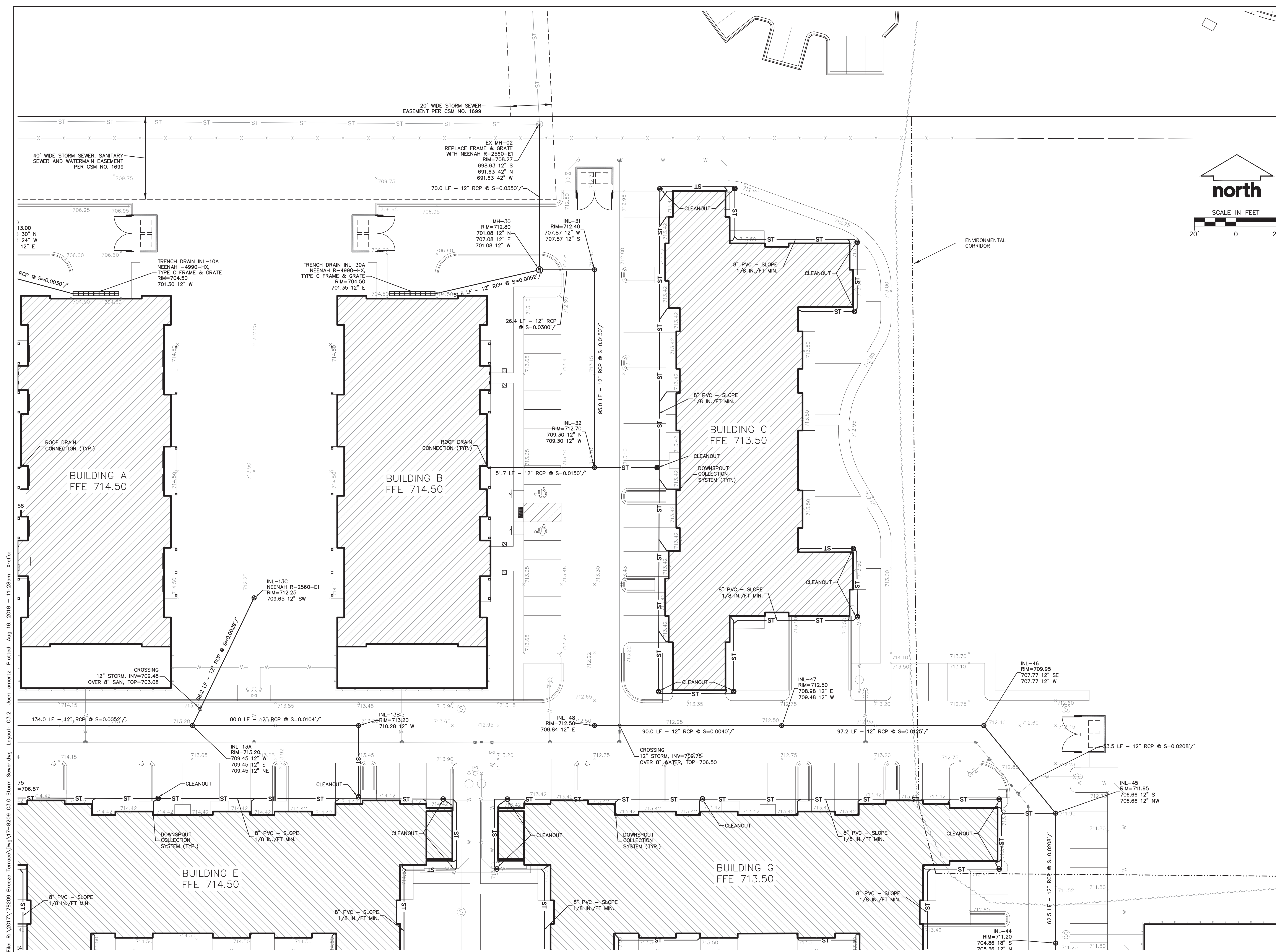
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Approved: RWI

SHEET TITLE:  
**NORTHEAST STORM  
SEWER PLAN**

SHEET NUMBER:

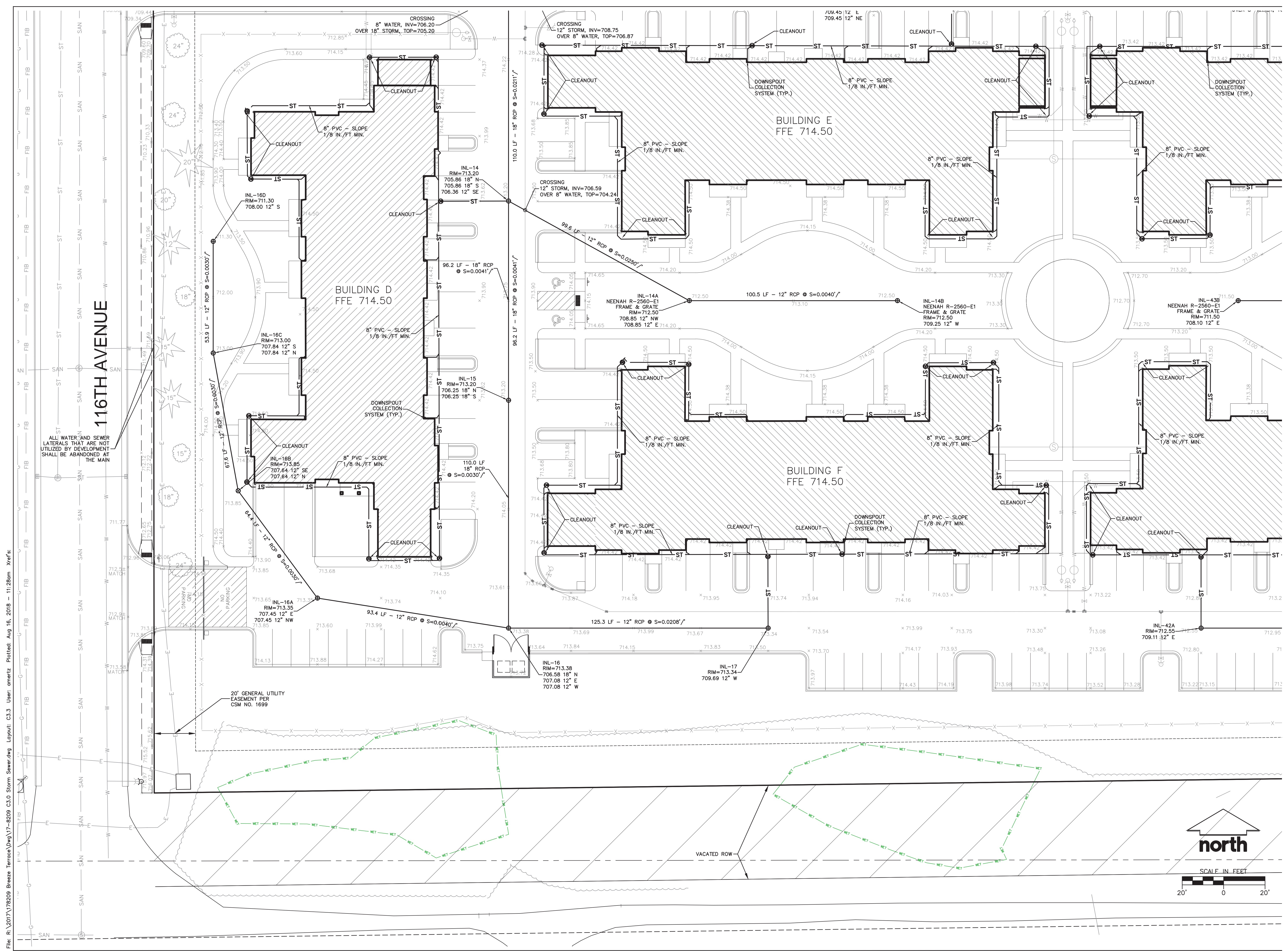
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JSD PROJECT NO: 17-0209



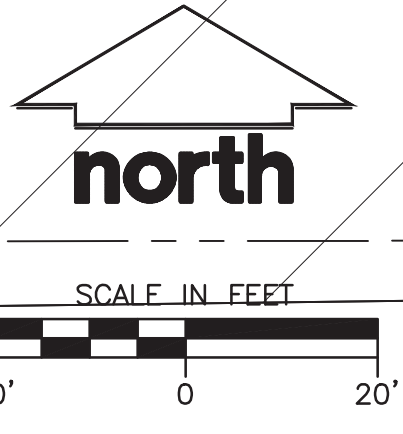
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ALL WATER AND SEWER  
LATERALS THAT ARE NOT  
UTILIZED BY DEVELOPMENT  
SHALL BE ABANDONED AT  
THE MAIN

116TH AVENUE



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PROJECT:  
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APARTMENTS

PROJECT LOCATION:  
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#	Date	Description
1	3/15/18	PLAN COMMISSION
2	5/18/18	REVIEW SET
3	7/26/18	VILLAGE RESUBMITTAL
4	7/27/18	VILLAGE RESUBMITTAL
5	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

SHEET TITLE:  
SOUTHWEST STORM  
SEWER PLAN

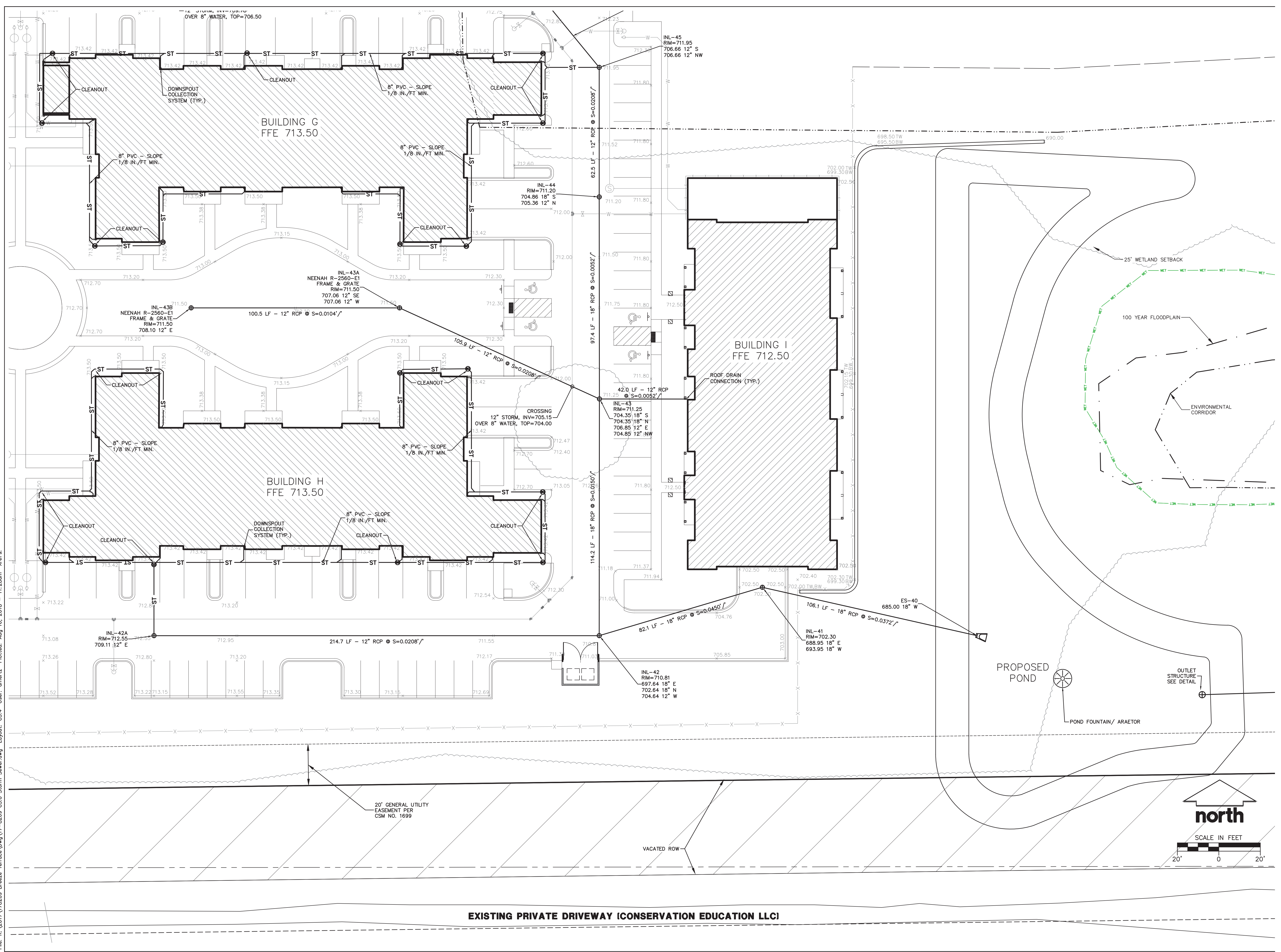
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**C3.3**


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P. 262.513.0666

CLIENT:  
 **Interstate Partners LLC**  
Real Estate Development

CLIENT ADDRESS:  
N16W23217 STONE RIDGE DR. SUITE 120  
WAUKESHA, WI 53188

PROJECT:  
**BREEZE TERRACE APARTMENTS**

PROJECT LOCATION:  
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1.	3/15/18	PLAN COMMISSION
2.	5/18/18	REVIEW SET
3.	7/26/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL
5.	8/16/18	VILLAGE RESUBMITTAL

Design/Drawn: \_\_\_\_\_ APM  
Approved: \_\_\_\_\_ RWI

SHEET TITLE:  
**SOUTHEAST STORM SEWER PLAN**

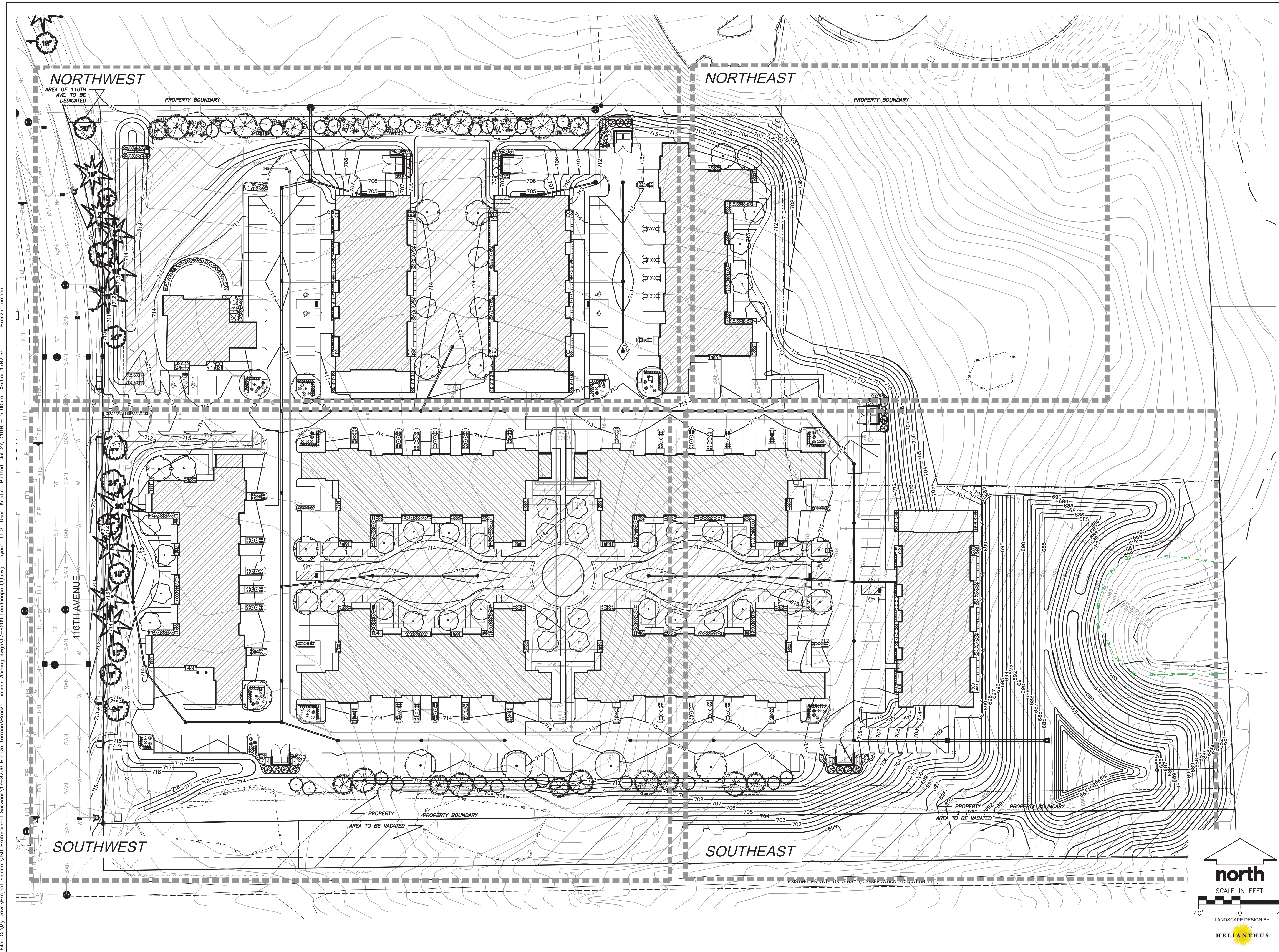
SHEET NUMBER:  
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JSD PROJECT NO: 17-8209

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File: C:\My Drive\Project\_Folders\JSD Professional Services\17-8209 Breeze Terrace\Breeze Terrace Working\17-8209 Landscape (1) Job Layout\_11.0 User: Kristin Plotted: Jul 27, 2018 - 9:00am Xref's: 178209 Breeze Terrace



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WAUKESHA, WI 53188

PROJECT:  
BREEZE TERRACE  
APARTMENTS

PROJECT LOCATION:  
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#	Date:	Description:
1	3/15/18	PLAN COMMISSION
2	5/18/18	REVIEW SET
3	7/6/18	VILLAGE RESUBMITTAL
4	7/27/18	VILLAGE RESUBMITTAL

Design/Drawn: KAS  
Approved: RWI

SHEET TITLE:  
LANDSCAPE PLAN  
OVERVIEW

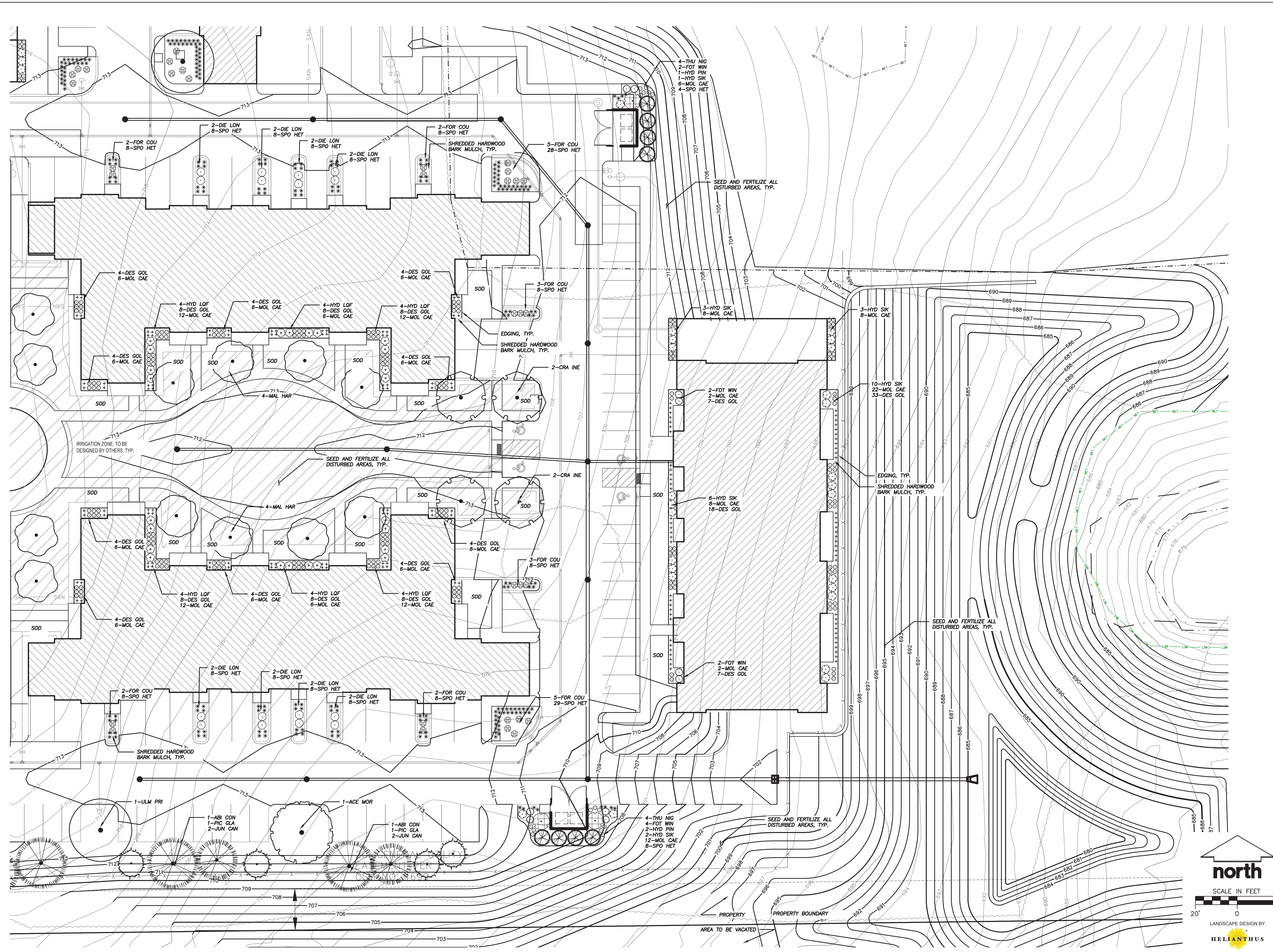
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**L1.0**

JSD PROJECT NO: 17-8209

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File: C:\My Drive\Project\_Folders\JSD Professional Services\17-8209 Breeze Terrace Working\17-8209 Landscape (1) JSD.dwg, User: Kristin, Plotted: Jul 27, 2018 - 8:56am, Xref's: 178209



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WAUKESHA, WI 53188

PROJECT:  
**BREEZE TERRACE APARTMENTS**

PROJECT LOCATION:  
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PLAN MODIFICATIONS:

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1.	3/15/18	PLAN COMMISSION
2.	5/18/18	REVIEW SET
3.	7/6/18	VILLAGE RESUBMITTAL
4.	7/27/18	VILLAGE RESUBMITTAL

Design/Drawn: KAS  
Approved: RWI

SHEET TITLE:  
**LANDSCAPE PLAN  
SOUTHEAST**

SHEET NUMBER:  
**L1.2**

JSD PROJECT NO: 17-8209

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PROJECT LOCATION:  
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PLAN MODIFICATIONS:	
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3.	7/28/18 VILLAGE RESUBMITTAL
4.	7/27/18 VILLAGE RESUBMITTAL
5.	8/16/18 VILLAGE RESUBMITTAL

Design/Drawn: APM  
Approved: RWI

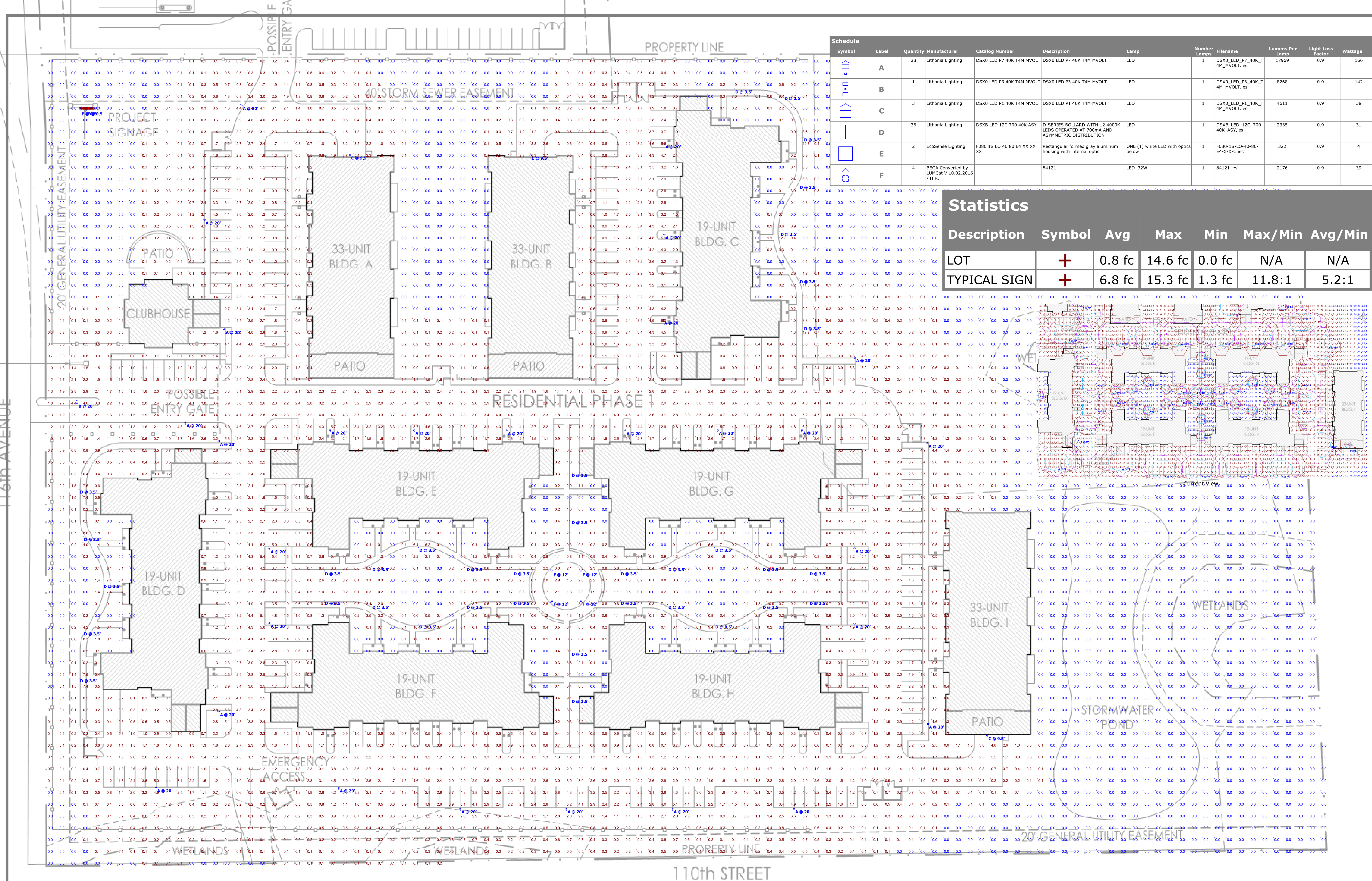
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TREE SURVEY

SHEET NUMBER:  
T1.0

JSD PROJECT NO: 17-8209

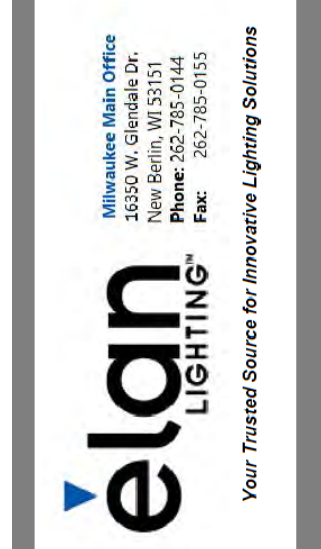
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Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
+	A	28	Lithonia Lighting	DSXO LED P7 40K T4M MVOLT	DSXO LED P7 40K T4M MVOLT	LED	1	DSXO_LED_P7_40K_T4M_MVOLT.ies	17969	0.9	166
+	B	1	Lithonia Lighting	DSXO LED P3 40K T4M MVOLT	DSXO LED P3 40K T4M MVOLT	LED	1	DSXO_LED_P3_40K_T4M_MVOLT.ies	8268	0.9	142
+	C	3	Lithonia Lighting	DSXO LED P1 40K T4M MVOLT	DSXO LED P1 40K T4M MVOLT	LED	1	DSXO_LED_P1_40K_T4M_MVOLT.ies	4611	0.9	38
+	D	36	Lithonia Lighting	DSXB LED 12C 700 40K ASY	D-SERIES BOLLARD WITH 12 4000K LEDs OPERATED AT 700mA AND ASYMMETRIC DISTRIBUTION	LED	1	DSXB_LED_12C_700_40K_ASY.ies	2335	0.9	31
+	E	2	EcoSense Lighting	F800 1S LO 40 B4 XX XX XX	Rectangular formed gray aluminum housing with internal optic	ONE (1) white LED with optics below	1	F800-1S-LO-40-B0-E4-X-X-C.ies	322	0.9	4
+	F	4	REGA Converted by LUMCat V 10.02.2016 / H.R.			LED 32W	1	84121.ies	2176	0.9	39

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
LOT	+	0.8 fc	14.6 fc	0.0 fc	N/A	N/A
TYPICAL SIGN	+	6.8 fc	15.3 fc	1.3 fc	11.8:1	5.2:1



BREEZE TERRACE APARTMENTS

Designer	
Date	3/9/2018
Scale	Not to Scale
Drawing No.	
Summary	

Plan View  
Scale: 1" = 35'



## Breeze Terrace Apartments

19-unit green  
07.06.18



## Breeze Terrace Apartments

19-unit red  
07.06.18



## Breeze Terrace Apartments

19-unit blue  
07.06.18



## Breeze Terrace Apartments

33-unit front green  
07.06.18



## Breeze Terrace Apartments

33-unit rear green  
07.06.18



## Breeze Terrace Apartments

33-unit front red  
07.06.18



## Breeze Terrace Apartments

33-unit rear red  
07.06.18





## Breeze Terrace Apartments

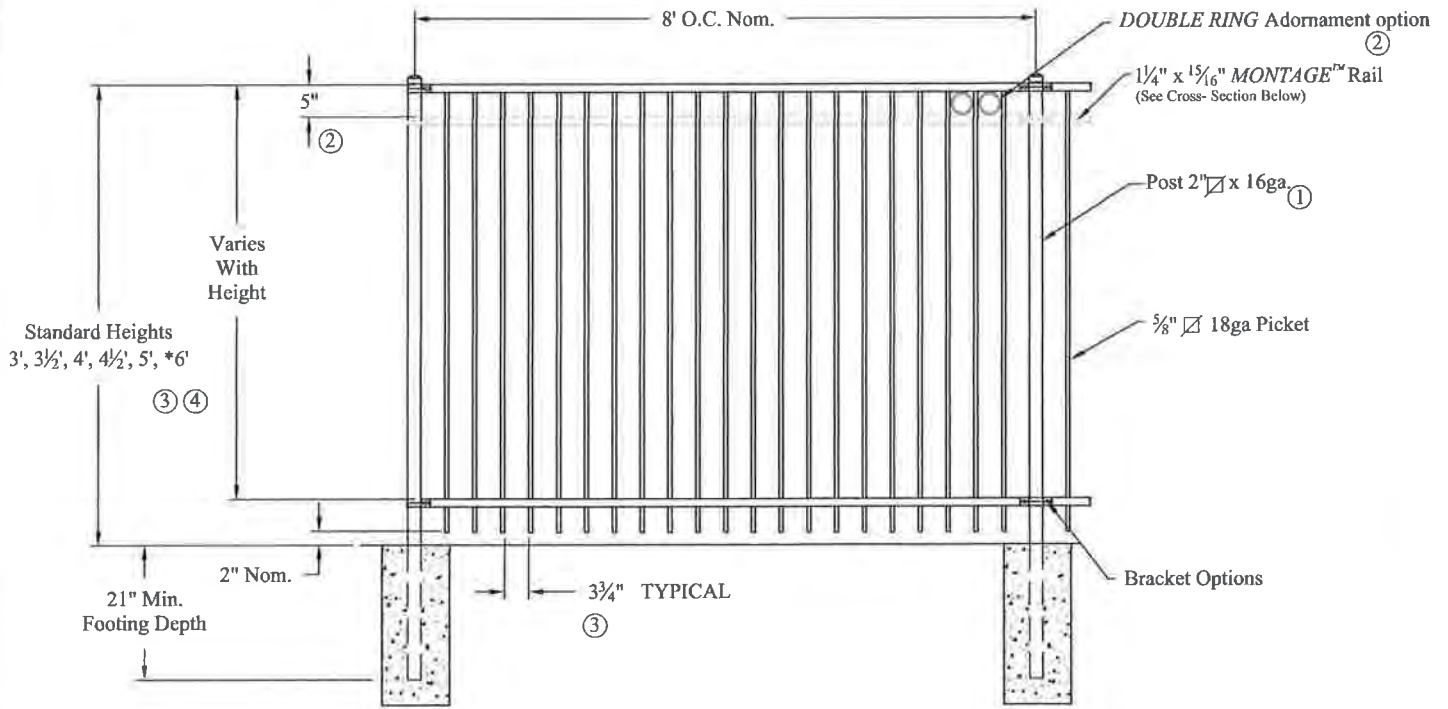
33-unit front blue  
07.06.18



## Breeze Terrace Apartments

33-unit rear blue  
07.06.18



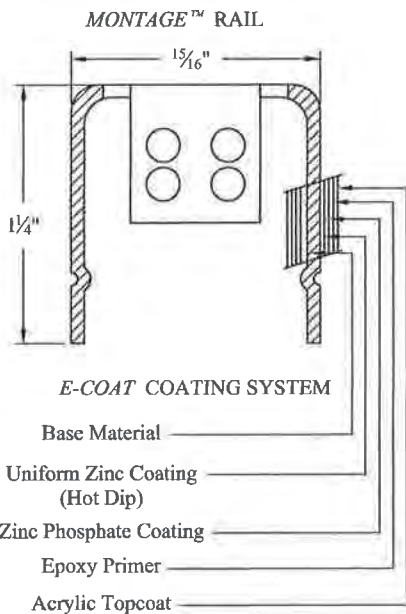


**NOTES:**

- 1.) Post size depends on fence height and wind loads. See MONTAGE™ specifications for post sizing chart.
- 2.) Third rail required for Double Rings.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.
- 4.) Three rails required for 6' tall.

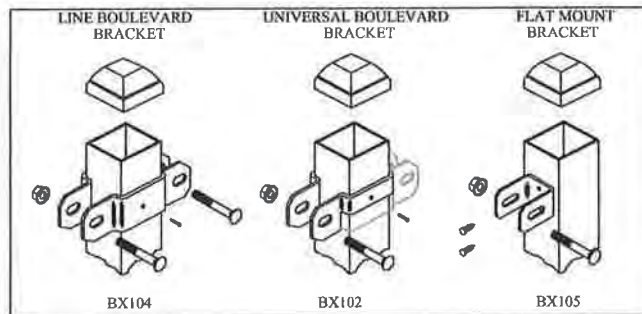
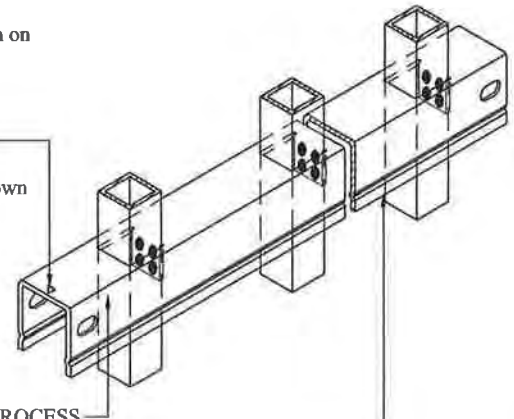
**RAKING DIRECTIONAL ARROW**

Welded panel can be raked 45° over 8' with arrow pointing down grade.



**PROFUSION™ WELDING PROCESS**

No exposed welds, Good Neighbor profile - Same appearance on both sides



**RESIDENTIAL WELDED STEEL PANEL**  
**PRE-ASSEMBLED**

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

RMISO

Title: <b>MONTAGE MAJESTIC 2/3-RAIL</b>			
DR: CI	SH. 1 of 1	SCALE: DO NOT SCALE	
CK: ME	Date 7-19-11	REV: c	



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Tulsa, OK 74116  
1-888-333-3422  
www.ameristarfence.com



## CLASSIC™

### *Timeless Elegance*

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



## MAJESTIC™

### *Modern Beauty*

← Breeze Terrace

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



## GENESIS™

### *Creatively Distinct*

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail

## AVAILABLE GATE SYSTEMS



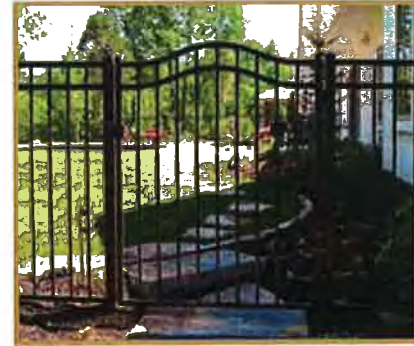
*Steel Estate Entry Gate*



### EXPERIENCE YOUR

## *Grand Entrance*

For the perfect finishing touch to your project, Montage offers several gate options to compliment any installation. Montage's single arched swing gates, traditional single swing and double swing gates are crafted with fully welded construction for years of durability. Fabricated with the same components as the fence panel these Montage gates provide a seamless transition from ornamental fence to decorative gate. A variety of steel Estate® Entry Gates are also available to accent any entry.





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FIELD FENCE  
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**Deer & Orchard**  
 BARBED WIRE  
 ELECTRIC/SMOOTH WIRE  
 STOCKADE PANELS  
 SPECIALTY APPLICATION  
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**100% MADE IN THE USA**



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Style No. & Family	Filler Gauge	Top & Bottom Gauge	Pullout Spacing	Fence Height	Roll Length	Roll Weight
2048-6-14 1/2	<b>RB</b> 14 1/2	11	6"	48"	165'	87
2360-6-14 1/2	<b>RB</b> 14 1/2	11	6"	60"	165'	101
2672-6-14 1/2	<b>RB</b> 14 1/2	11	6"	72"	165'	115



CORPORATE & CAREERS  
 FAQ  
 CONTACT US

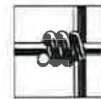


FENCE INSTALLATION  
 RED BRAND STORE  
 RED BRAND BLOG  
 FENCE CALCULATOR  
 FENCE INSTALLER  
 FENCE GUIDE  
 PROUD TO SUPPORT  
 FFA & RED BRAND  
 HOMEGROWN

### Deer & Wildlife Fence

#### Deer & Orchard

Resource # 70250



- Wildlife fence ensures that valuable herds and/or orchards are protected both inside and out
- All-terrain fencing is ideal for flat or rolling, hilly areas
- Deer & Orchard Fence uses the Monarch® Knot as a hinge under pressure, allowing the fence to spring back into shape
- Galvanized wire resists weathering as well as wear and tear



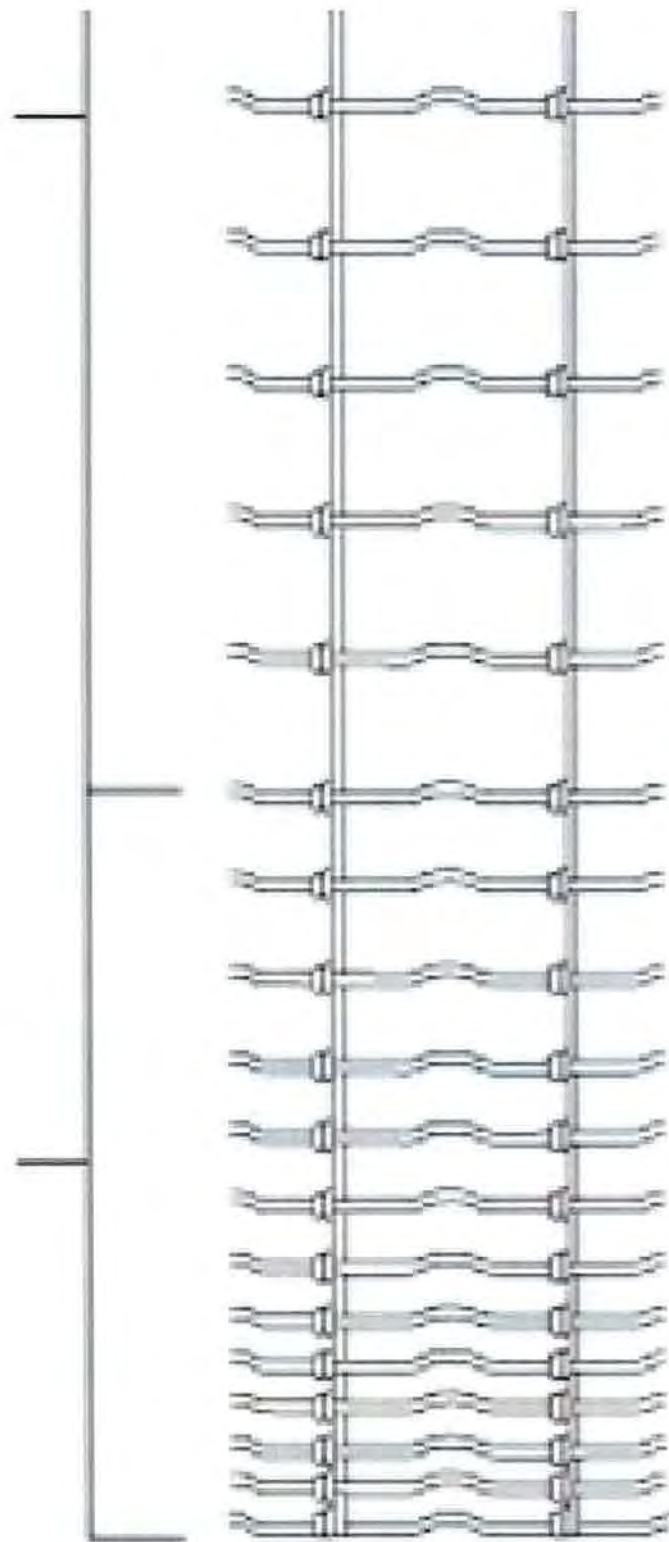
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Locate a U.S. Dealer  
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4"

3 1/4"  
down  
to 1"





Consider approval of **Resolution #18-28 for the Final Condominium Plat, Development Agreement And Related Exhibits** for the request of Mark Eberle, P.E., of Nielson Madsen and Barber, on behalf of The Cottages at Village Green LLC, developer of the property located north of Main Street at 47<sup>th</sup> Avenue for the second phase of The Cottages at Village Green (41 condominium units, including 29 single unit buildings and 6 two unit buildings).

**Recommendation:** On July 23, 2018 the Plan Commission held a public hearing and recommended that the Village Board to conditionally approve the **Final Plat, Development Agreement and related Exhibits** subject to the comments and conditions of the August 20, 2018 Village Staff Report.

## VILLAGE STAFF REPORT OF AUGUST 20, 2018

Consider approval of **Resolution #18-28 for the Final Condominium Plat, Development Agreement And Related Exhibits** for the request of Mark Eberle, P.E., of Nielson Madsen and Barber, on behalf of The Cottages at Village Green LLC, developer of the property located north of Main Street at 47<sup>th</sup> Avenue for the second phase of The Cottages at Village Green (41 condominium units, including 29 single unit buildings and 6 two unit buildings).

**Previous Approvals:** On April 3, 2017, the Village Board conditionally approved the Conceptual Plan for The Cottages at Village Green Heights located north of Main Street at 47<sup>th</sup> Avenue and east of the extension of 98<sup>th</sup> Street. The Conceptual Plan included the development of a total of 72 condominium units (38 single unit buildings and 17 two unit buildings).

On June 5, 2017 the Village Board conditionally approved the Preliminary Condominium Plat (Resolution #17-21) for the development of 72 condominium units).

On August 21, 2017 the Village Board conditionally approved the Final Condominium Plat (Resolution #17-33) for the first phase of the development that included 31 condominium units (9 single unit buildings and 11 two unit buildings). In addition the Village Board also approved a Certified Survey Map, Development Agreement and The Cottages at Village Green Condominium Planned Unit Development (PUD) Ordinance (**attached**). The existing PUD allows for single unit buildings, more than one (1) building per property and slightly reduced setbacks. (Due to the reduced rear building setbacks, the decks will not be allowed to encroach into the setbacks and no fences will be allowed within the development). Provided that the buildings are all condominiums, all units will have individual entries with no common hallways, exterior materials are maintenance free and will include elements of natural stone or brick materials, and buildings types will provide a common theme without being monotonous.

**Final Condominium Plat (Phase 2):** At this time the petitioner is requesting approvals for the final phase of the development including 41 condominium units (29 single unit buildings and 6 two unit buildings). The proposed final phase of the development is consistent with the Village's Comprehensive Land Use Plan, including the Village Green Neighborhood Plan, the Conceptual Plan and the Preliminary Condominium Plat. The public roadways and all required easements were dedicated on CSM # 2841 and are also shown on the Condominium Plat. The wetlands on the property were zoned C-1, Lowland Resource Conservancy District and will remain protected. This entire development has a net density of 6 units per net acre. (Note: The net acres is calculated by excluding the public roadways and the wetlands from the total land area (12.915 acres minus 0.952 acre of wetlands=11.963 net residential acres).

The development will have four (4) different ranch condominium models ranging in size from 1,460 to 1,830 square feet and two 2-story (Cape Cod style) units ranging from 1,900 to 2,200 square feet. The housing units will provide for 2 or 3 bedrooms (with 1<sup>st</sup> floor master bedrooms), 2 or 2.5 bathrooms, full basements, 2 car garages, and covered porches. The site will be landscaped with lawn irrigation, foundation plantings and street trees. It is anticipated that the units will range in value from \$270,000 to \$370,000. The developer anticipates starting construction on the required public improvements this summer and projects that the development will be completed within 2 to 3 years.

Municipal sanitary sewer and water will be provided to service all of the condominium units within this development. As part of the Village Green Heights Addition #1 subdivision, sanitary sewer was installed in a portion of this area to service the development including within Main Street and along the 46<sup>th</sup> Court which connects to the sanitary sewer in the Meadowdale Estates Addition #1 Subdivision to the northeast. As part of the Phase 1 sewer and water were installed with South Cottage Lane and North Cottage Lane where other public roadway improvements were installed.

DEV1806-004

Phase 2 will include the installation of sewer and water within 98<sup>th</sup> Street and water within a portion of 46<sup>th</sup> Court to service the remainder of the development.

The stormwater retention basin facility for this development has already been constructed and is located within the southeast corner of the site. The developer will be installing additional public storm sewer main and drainage system improvements to serve Phase 2 of the development.

The public roadways will be constructed pursuant to the Village specifications as noted in Chapter 405 of the municipal code, with a slight shifting with respect to the placement of the sidewalks as shown on the Plans.

**Construction Site Access:** Pursuant to the Development Agreement approved by the Village Board in 2017 the construction access to the development area for installing the roadway and utility infrastructure and building the condo units will continue to be from STH 165 going north on 47<sup>th</sup> Avenue into the development on 46<sup>th</sup> Court. The local roadways with the Village Green Heights development shall be avoided with heavy construction equipment when constructing the infrastructure and building the condominiums. At the Plan Commission meeting the Plan Commissioners had asked staff to look into having the developer install a construction access connection to Spingbrook Road off-site through a farm field approximately 1500 feet.

**Transportation Improvement Fee:** Pursuant to the *attached* Memorandum of Understanding executed in 2004 regarding contributions for STH 165 Corridor Improvements, the developer has paid \$50,000 to the Village at the time of final condominium plat approval of Phase 1. The remaining \$50,000 will be paid at the time that the each of the condo building permits is issued at a rate of \$694.44 per unit for future improvements to STH 165.

The Plan Commission recommends conditional approval of the Final Condominium Plat, Development Agreement and related Exhibits subject to the above comments and the following conditions:

1. **The following shall be finalized and submitted (all documents shall also be submitted as a pdf):**
  - a. The Original Final Condominium Plat, 5 full-size copies and the State DOA approval letter. Dedicated Public Street paragraph on Sheet 12 of 14 shall add the date of September 15, 2017 for the Development Agreement for Phase 1 and the date of \_\_\_\_\_, 2018 for the Addendum to the Development Agreement for Phase 2.
  - b. Five (5) copies of the Final Engineering Plans, Profiles and updated Specifications. **Update the project manual to include the Village Standard Specifications-2018 Edition and make the following changes on Sheet 1 of the Engineering Plans.**
    - i. Remove Kristina Tranel and replace with Aaron Kramer as Deputy Planner/Deputy Zoning Administrator and update the email
    - ii. Remove Thomas Clark and replace with add Aaron Longrie as Deputy Fire Chief and update the email.
    - iii. Remove Richard Murphy.
    - iv. Modify Pre-Construction Note to identify that in addition to the names listed, the Owner, Project Superintendent and Site Utilities Contractor for the development shall be in attendance at the Pre-Construction meeting.
  - c. The following shall be provided in paper and electronic format to the Village prior to the Pre-Construction meeting:
    - i. Pre-Construction Agenda

- ii. Names, addresses, email addresses, phone numbers for the owner, project superintendent, engineer of record, GC, utilities contractor in the agenda.
  - iii. Emergency Contacts: names and phone numbers in the agenda.
  - iv. Site Logistics Plan shall identify job trailer location, gravel tracking pads, construction traffic route, contractor parking areas, site fencing, site signage, site security measures, etc.
  - v. Project Construction Schedule
- d. Executed copy of the First Amendment to the Declarations of Condominium for The Cottages at Village Green Condominium. **(Attach a copy of Exhibit A to the First Amendment).**
  - e. An Addendum to the Development Agreement and Memorandum of Development Agreement shall be finalized.
  - f. A copy of all of the signed contracts, certificates of insurance, and performance and payment bonds. **The contracts shall have the Property Owner's name as shown on the title of the property.** The certificates of insurance shall list the Property Owner's name and shall also list the Village of Pleasant Prairie as an insured party.
  - g. A copy of the signed public street tree/landscaping contract, five (5) copies of the Public Street Tree/Landscaping Plan and certificate of insurance (listing the Village as an insured party).
  - h. Five (5) copies of the private on-site Landscaping and Irrigation Plan.
  - i. A one year minimum Irrevocable Letter of Credit (LOC) or a Performance Bond (PB) 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 LOC/PB and the cash payments. ***IMPORTANT: A draft LOC/PB equal to the cost breakdown analysis (need to verify proper format and dollar amount of prior submitting the Original).*** The Cash payments and the "Final" LOC or PB shall be provided prior to the Village at the closing.
  - 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 Condominium Plat and Memorandum of Development Agreement.
2. The Final Engineering Plans and Final Condominium Plat shall be submitted to the Village in electronic format which satisfies the following acceptance criteria. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.
  3. Upon Village Board approval of the Final Plat and within 30 days of said approval the Village will host a closing to have the Plat, the Addendum (1<sup>st</sup> Amendment) to the Development Agreement and Exhibits executed and financial security provided to the Village. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 72 hours of closing with the Village.

4. Following the closing, the Developer's engineer of record shall conduct a pre-construction meeting at the Village Hall with the owner, the contractors, 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.
5. 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, the Village Design Standards and Construction Specifications Ordinance and the State of Wisconsin Statutes.
6. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will require compliance with the Village Design Standards and Construction Specifications.
7. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.
8. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES  
RESOLUTION #18-28  
RESOLUTION APPROVING THE  
FINAL CONDOMINIUM PLAT FOR THE  
THE COTTAGES AT VILLAGE GREEN CONDOMINIUM (PHASE 2) DEVELOPMENT**

**WHEREAS**, Douglas K. Stanich, Managing Member for The Cottages at Village Green, LLC owner of the property that is located north of Main Street at 47<sup>th</sup> Avenue within The Village Green Subdivision for the proposed expansion area to include the remaining 41 condominium units (29 single unit buildings and 6 two unit buildings to be known as The Cottages at Village Green Condominium Phase 2, as shown on **Exhibit 1**; and

**WHEREAS**, the Village of Pleasant Prairie Plan Commission held a public hearing on July 23, 2018 and recommended conditional approval of the Final Condominium Plat, Development Agreement and related Exhibits for the development; and

**NOW THEREFORE BE IT RESOLVED** that the Village Board of Trustees hereby approves the Final Condominium Plat, and Development Agreement and related Exhibits for The Cottages at Village Green subject to the following conditions:

1. The Village and Developer shall comply with the requirements set forth in the Village Board conditionally approved and presented Village Staff Report of August 6, 2019.
2. The Village and the Developer shall execute the Development Agreement and provide a Letter of Credit or Performance Bond for the developer to guarantee the Developer's compliance with the Village requirements and ordinances.
3. Upon Village Board's approval of the Final Condominium Plat, Development Agreement, and related Exhibits and within 30 days of said approval the Village, will hold a closing to have the Plat, all of the Development Agreement documents signed and financial security provided to the Village. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 72 hours of closing with the Village.
4. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at the Village Hall with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing).
5. The Final Condominium Plat shall be in compliance with all regulations as set forth in the State of Wisconsin Statutes and local ordinances.
6. All comments received by the reviewing and objecting agencies shall be conditions of the Final Condominium Plat and Development Agreement approval.
7. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the items and conditions set forth in the Development Agreement on file with the Village.
8. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will require compliance with the Village Design Standards and Construction Specifications.

9. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.

**NOW THEREFORE BE IT FURTHER RESOLVED** that this Certified Survey Map, Final Condominium Plat and related Development Agreement and Exhibits approval shall not be valid if the above conditions are not executed, satisfied and timely filed within 30 days from the date of this Resolution.

**Adopted this the 20<sup>th</sup> day of August 2018.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

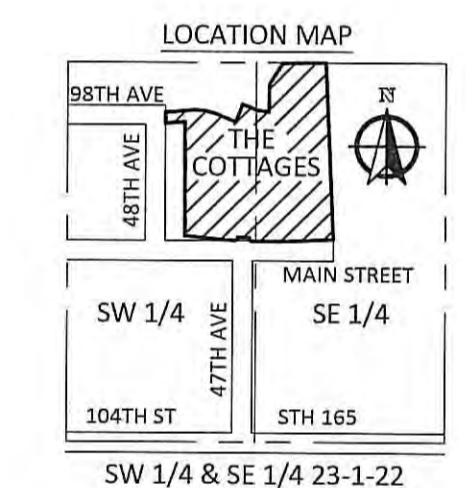
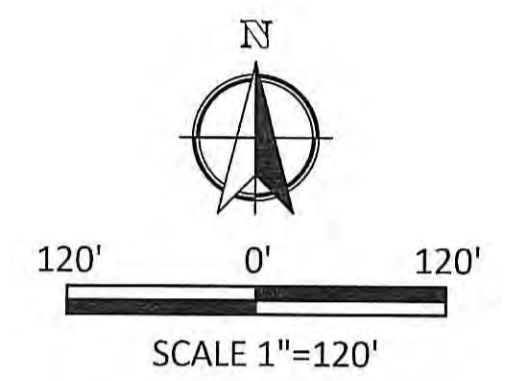
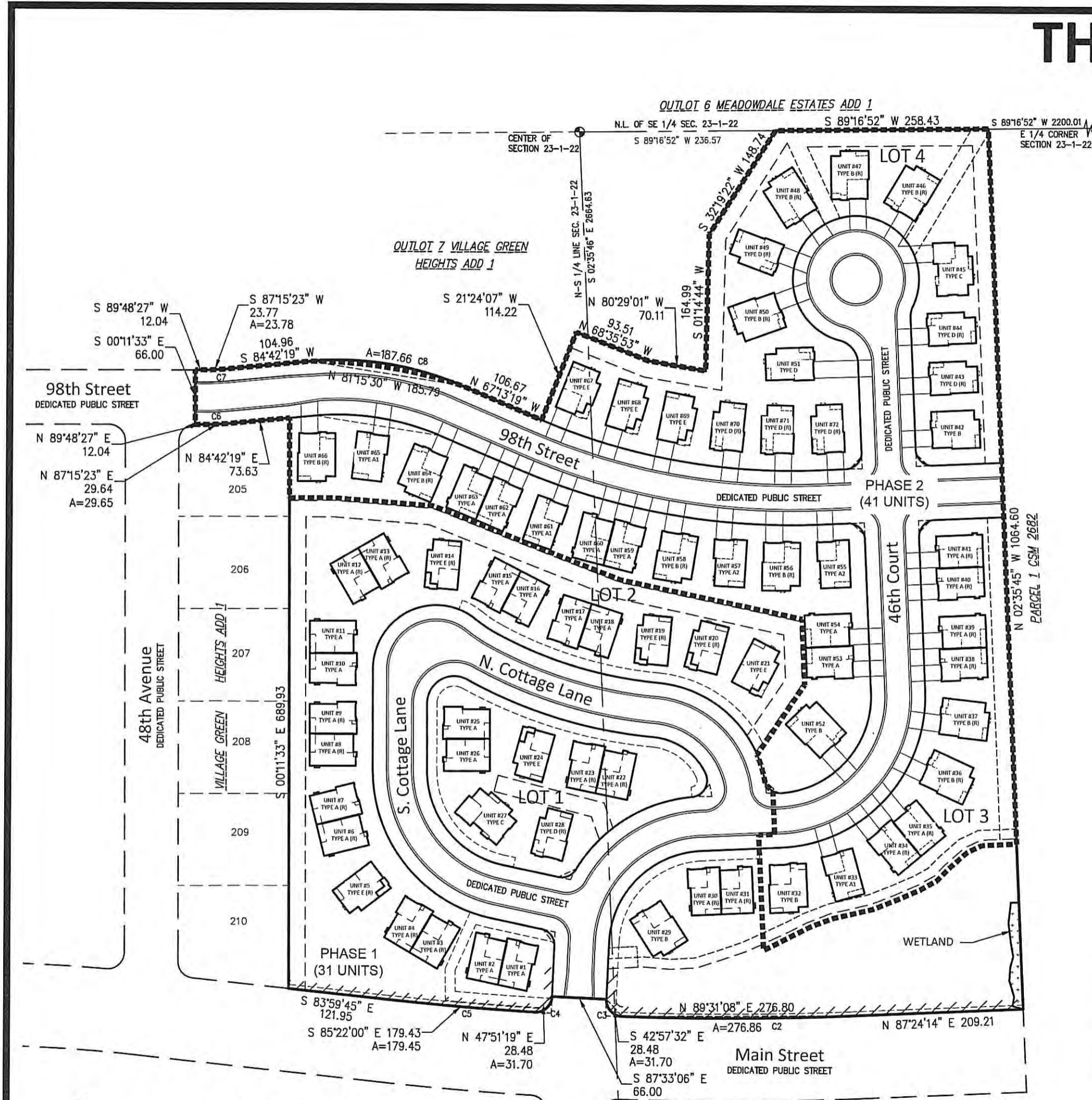
Posted: \_\_\_\_\_

28-The Cottages-phase 2

DEV1806-004

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

SITE SURVEY / BUILDING EXTERIOR  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



**Legal Description**

Certified Survey Map No. 2841 a Re-Division of Outlot 9, of Village Green Heights Addition #1, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

**Certification**

I, Mark R. Madsen, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of The Cottages at Village Green Condominium - Phase 2 as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Saab Design Architectural Services, do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

*Mark R. Madsen*  
Nielsen Madsen + Barber  
1458 Horizon Boulevard, Suite 200  
Racine, WI 53406  
(262) 634-5588



Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C2	3750.00	276.86	N89° 31' 08"E	276.80
C3	20.00	31.70	S42° 57' 32"E	28.48
C4	20.00	31.70	N47° 51' 19"E	28.48
C5	3750.00	179.45	S85° 22' 00"E	179.43
C6	333.00	29.65	N87° 15' 23"E	29.64
C7	267.00	23.78	N87° 15' 23"E	23.77
C8	383.00	187.66	N81° 15' 30"W	185.79

**LEGEND**

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

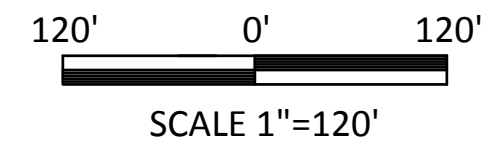
- CONC. MON. W / BRASS CAP FOUND
- //// NO VEHICULAR ACCESS
- PHASE LINE

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



# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

DIMENSIONED SITE PLAN  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



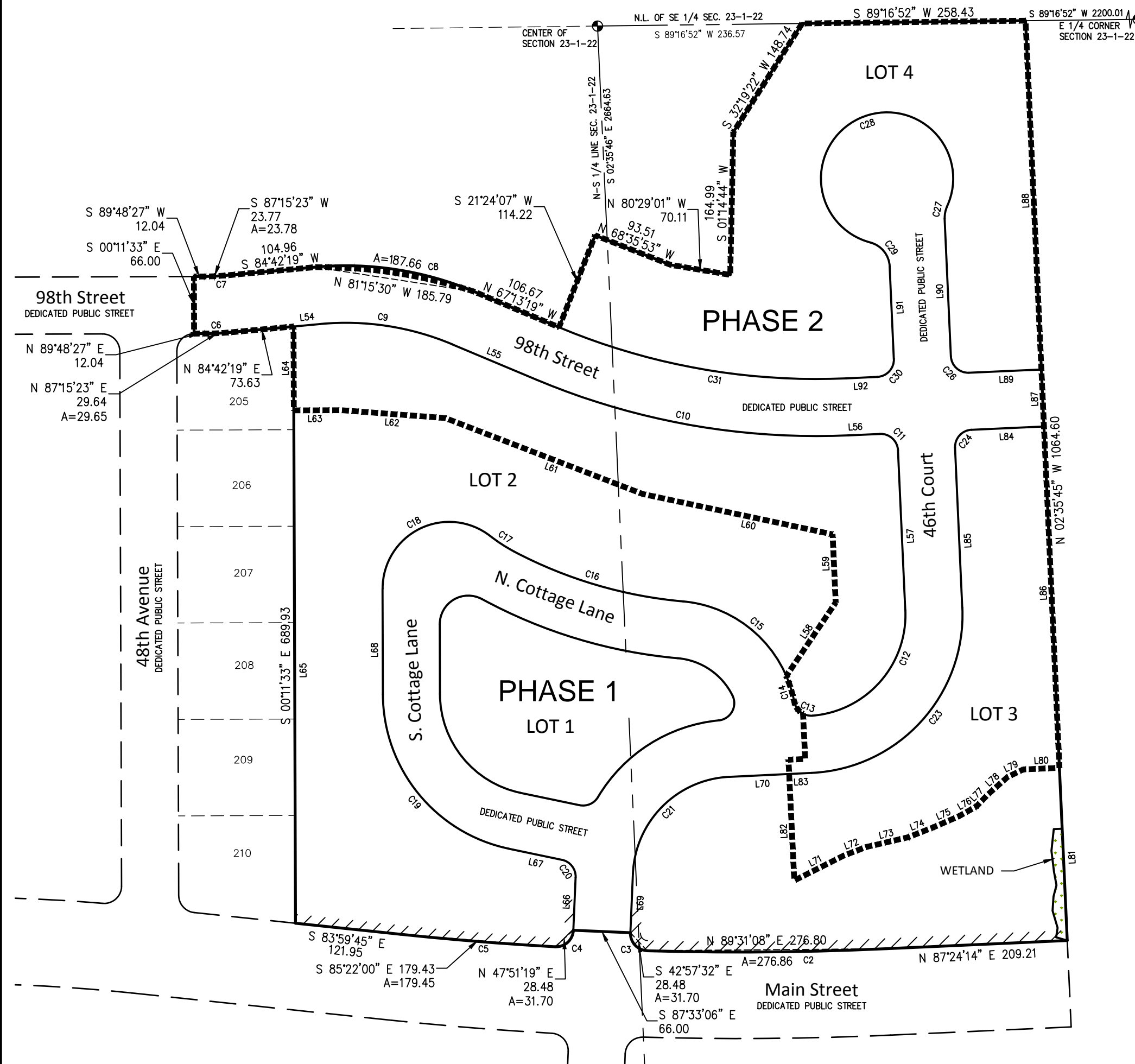
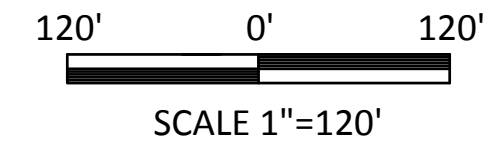
## LEGEND

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

- CONC. MON. W / BRASS CAP FOUND
- NO VEHICULAR ACCESS
- PHASE LINE

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

PHASE 2 AREA  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C2	3750.00	276.86	N89° 31' 08"E	276.80
C3	20.00	31.70	S42° 57' 32"E	28.48
C4	20.00	31.70	N47° 51' 19"E	28.48
C5	3750.00	179.45	S85° 22' 00"E	179.43
C6	333.00	29.65	N87° 15' 23"E	29.64
C7	267.00	23.78	N87° 15' 23"E	23.77
C8	383.00	187.66	N81° 15' 30"W	185.79
C9	317.00	155.32	N81° 15' 19"W	153.77
C10	836.00	368.89	N79° 54' 35"W	365.90
C11	20.00	31.42	N47° 35' 45"W	28.28
C12	117.00	179.27	N41° 17' 58"E	162.24
C13	20.00	29.25	S52° 54' 18"E	26.71
C14	144.00	31.12	S17° 11' 44"E	31.06
C15	144.00	154.64	N54° 09' 02"W	147.31
C16	517.00	204.96	N73° 33' 26"W	203.62
C17	181.50	32.90	N57° 00' 25"W	32.85
C18	77.00	172.53	S63° 59' 48"W	138.64
C19	183.00	249.10	S39° 11' 17"E	230.31
C20	20.00	28.15	S37° 52' 04"E	25.88
C21	117.00	173.17	N44° 50' 55"E	157.79
C23	183.00	286.96	S42° 19' 36"W	258.45
C24	20.00	31.42	S42° 24' 15"W	28.28
C26	20.00	31.42	N47° 35' 45"W	28.28
C27	30.00	14.44	N11° 11' 47"E	14.30
C28	76.50	374.28	S64° 49' 42"W	98.02
C29	30.00	38.08	S38° 57' 50"E	35.58
C30	20.00	31.42	S42° 24' 15"W	28.28
C31	770.00	339.76	N79° 54' 35"W	337.01

Parcel Line Table		
Line #	Length	Direction
L54	31.32	S84° 42' 19"W
L55	106.67	N67° 13' 19"W
L56	36.35	S87° 24' 15"W
L57	184.94	N02° 35' 45"W
L58	102.45	S33° 55' 11"W
L59	78.93	S02° 35' 45"E
L60	224.44	S78° 01' 05"E
L61	244.60	S68° 57' 26"E
L62	120.03	S85° 40' 02"E
L63	55.50	N89° 48' 27"E
L64	97.00	S00° 11' 33"E
L65	592.93	N00° 11' 33"W
L66	61.07	S02° 26' 54"W
L67	62.77	S78° 11' 01"E
L68	122.11	S00° 11' 33"E
L69	68.34	N02° 26' 54"E
L70	69.54	N87° 14' 57"E
L71	63.99	N63° 15' 28"E
L72	27.64	N69° 08' 17"E
L73	50.25	N76° 50' 43"E
L74	31.14	N68° 25' 05"E
L75	31.62	N66° 37' 51"E
L76	23.58	N60° 52' 44"E
L77	19.47	N43° 53' 01"E
L78	30.49	N48° 24' 48"E

Parcel Line Table		
Line #	Length	Direction
L79	19.83	N64° 25' 12"E
L80	41.99	N87° 24' 15"E
L81	199.87	S02° 35' 45"E
L82	123.27	S02° 43' 56"E
L83	26.11	S87° 14' 57"W
L84	83.88	S87° 24' 15"W
L85	184.94	S02° 35' 45"E
L86	395.02	N02° 35' 45"W
L87	66.00	N02° 35' 45"W
L88	403.71	N02° 35' 45"W
L89	83.88	S87° 24' 15"W
L90	159.35	N02° 35' 45"W
L91	106.96	S02° 35' 45"E
L92	36.35	S87° 24' 15"W

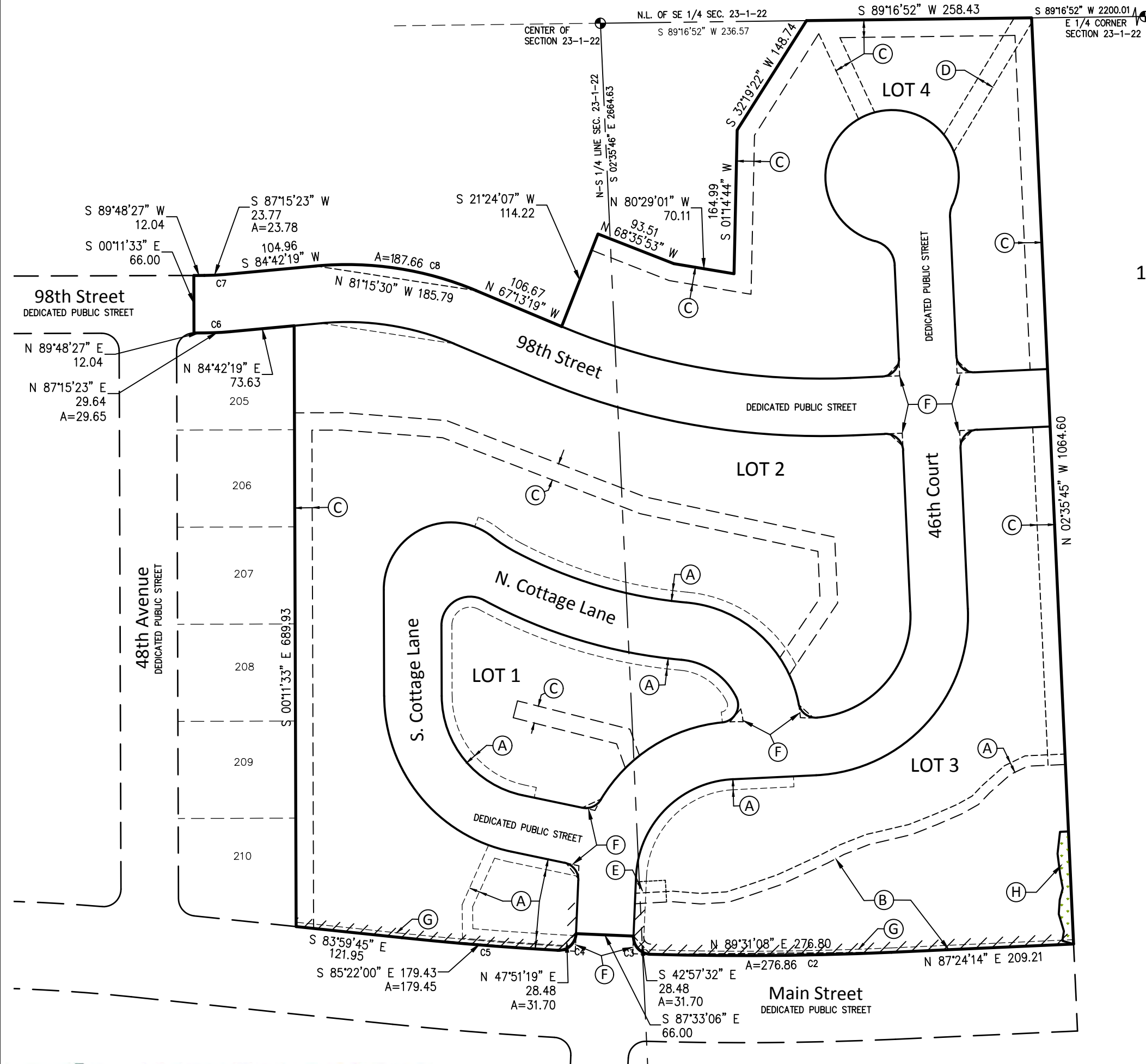
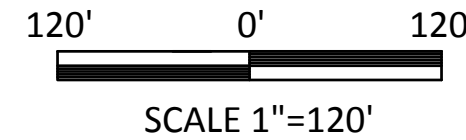
## LEGEND

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

- //// NO VEHICULAR ACCESS
- PHASE LINE

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

EASEMENTS  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



- (A) DEDICATED 12' UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (D) DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)

## LEGEND

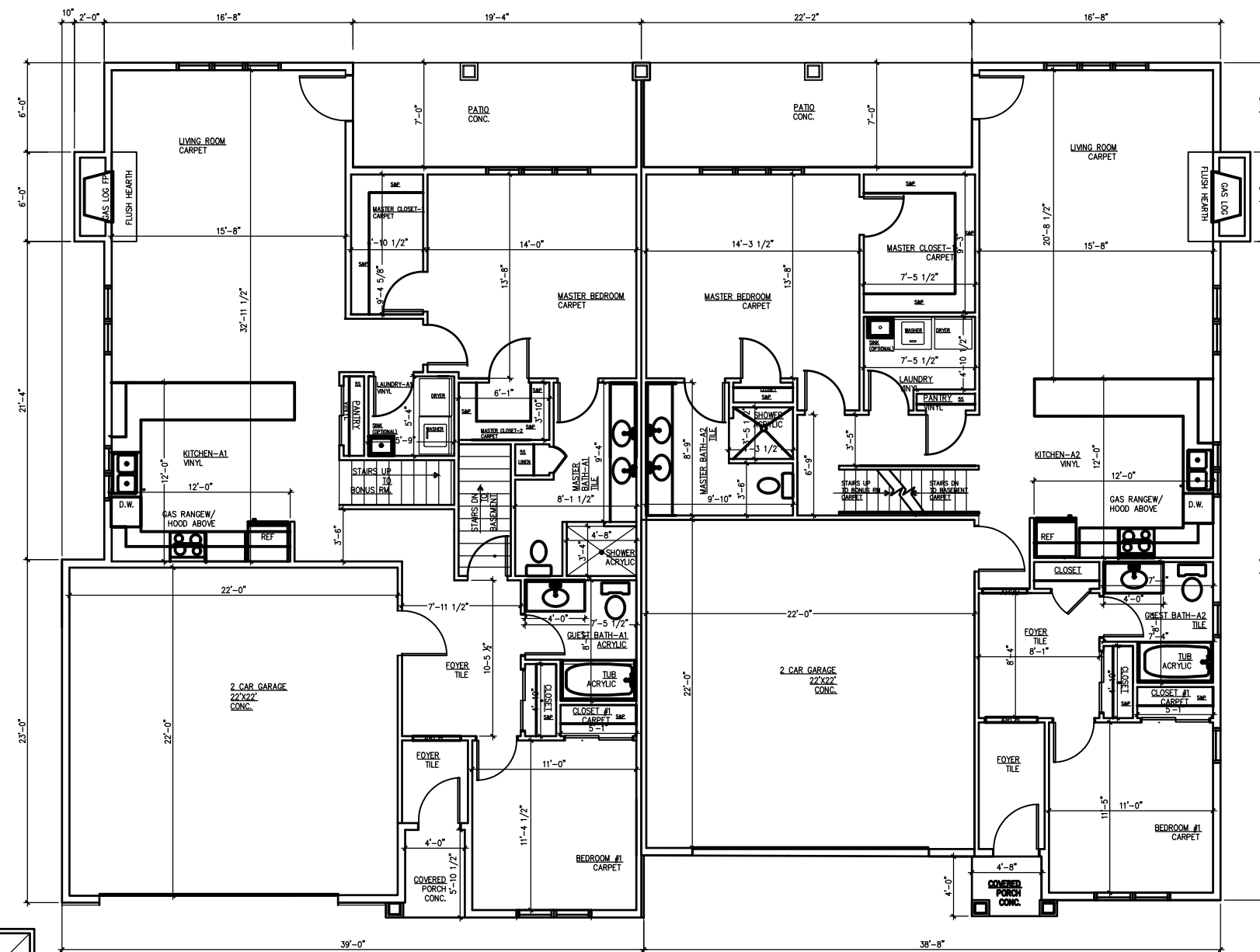
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

- CONC. MON. W / BRASS CAP FOUND
- //// NO VEHICULAR ACCESS

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

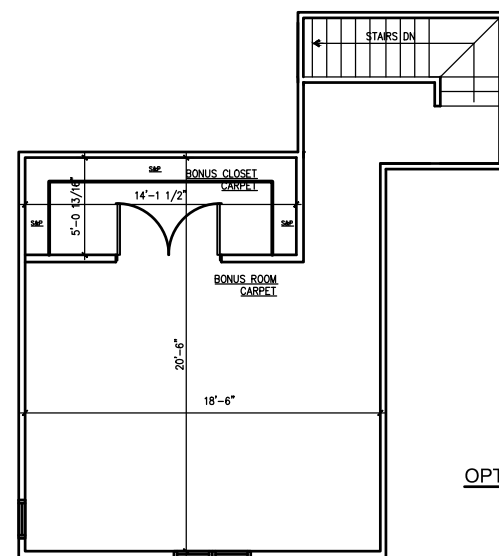
# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - A  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

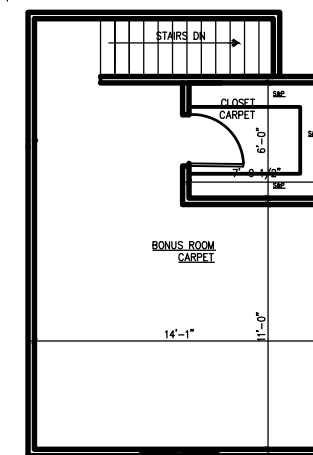


FIRST FLOOR PLAN - UNIT 'A1'  
AREA: 1,441 S.F.  
GARAGE AREA: 509 S.F.

FIRST FLOOR PLAN - UNIT 'A2'  
AREA: 1,443 S.F.  
GARAGE AREA: 503 S.F.



OPTIONAL BONUS ROOM-UNIT A-1  
AREA: 451 S.F.



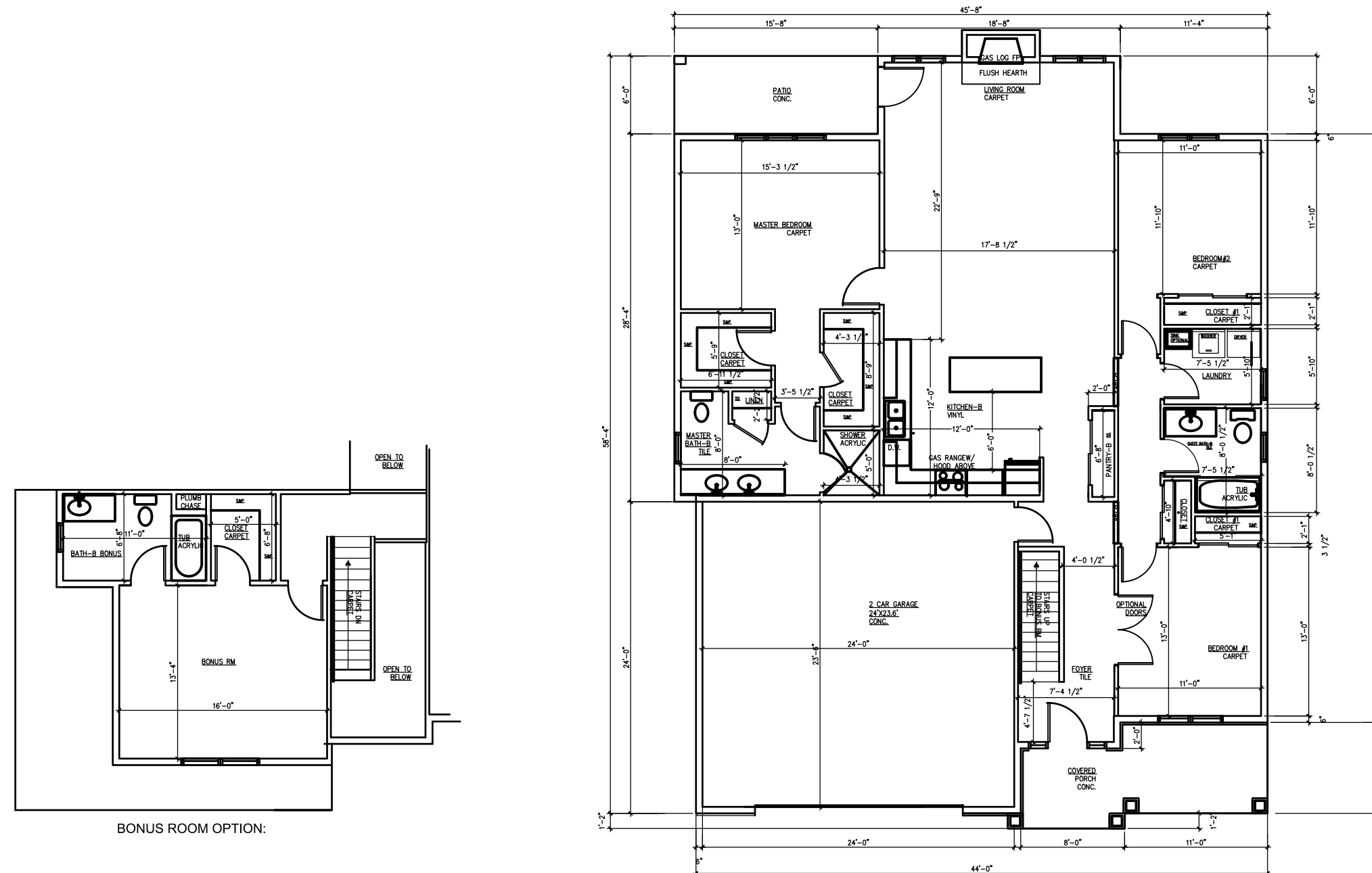
OPTIONAL BONUS ROOM- UNIT A-2  
AREA: 315 S.F.

1 FIRST FLOOR FRONT ENTRY PLAN  
SCALE: 1/4\"/>

PROTOTYPE-A

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - B  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



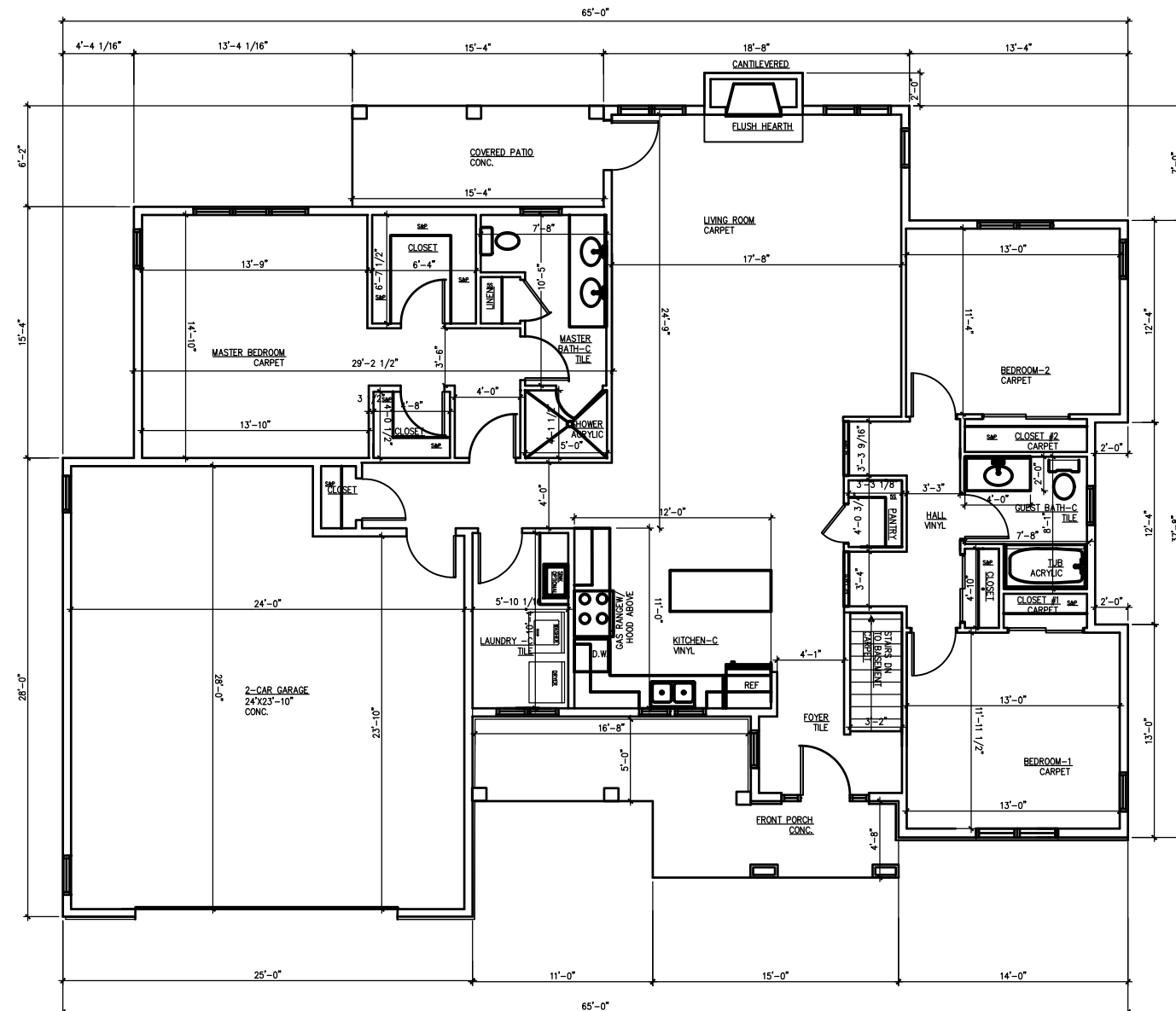
BONUS ROOM OPTION:

RANCH PLAN-1,753 SF  
PROTOTYPE-B

1 FIRST FLOOR FROM & SIDE ENTRY PLAN  
SCALE: 1/8"=1'-0"  
AREA: 1,753 S.F.  
GARAGE AREA: 600 S.F.  
BONUS ROOM OPTION: 419 S.F.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

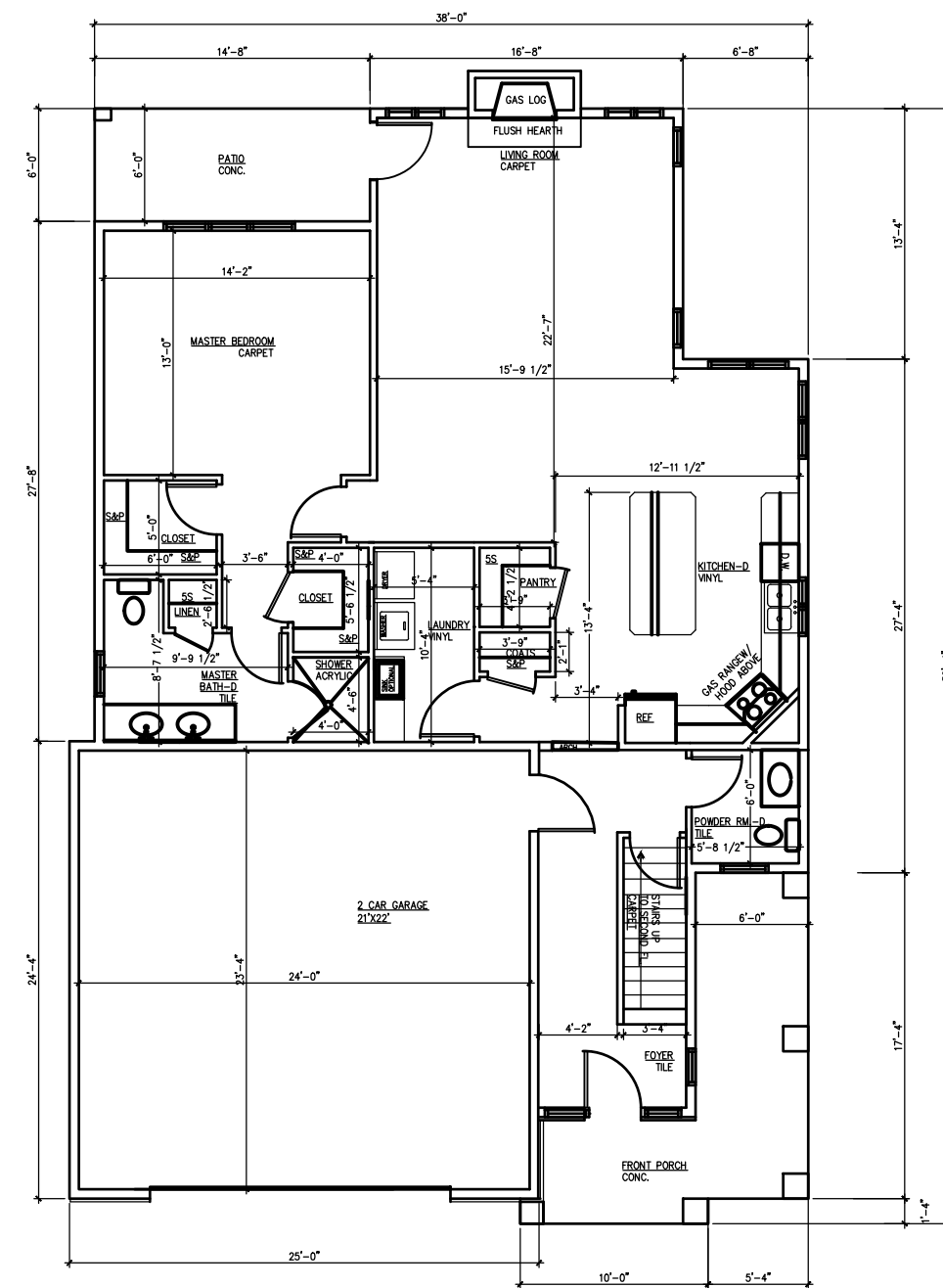
BUILDING PROTOTYPE - C  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



1 FIRST FLOOR PLAN  
SCALE: 1/4"=1'-0"  
FIRST FLOOR AREA: 1,836 S.F.  
GARAGE AREA: 642 S.F.  
ONE STORY- 1,825 S.F.  
PROTOTYPE-C

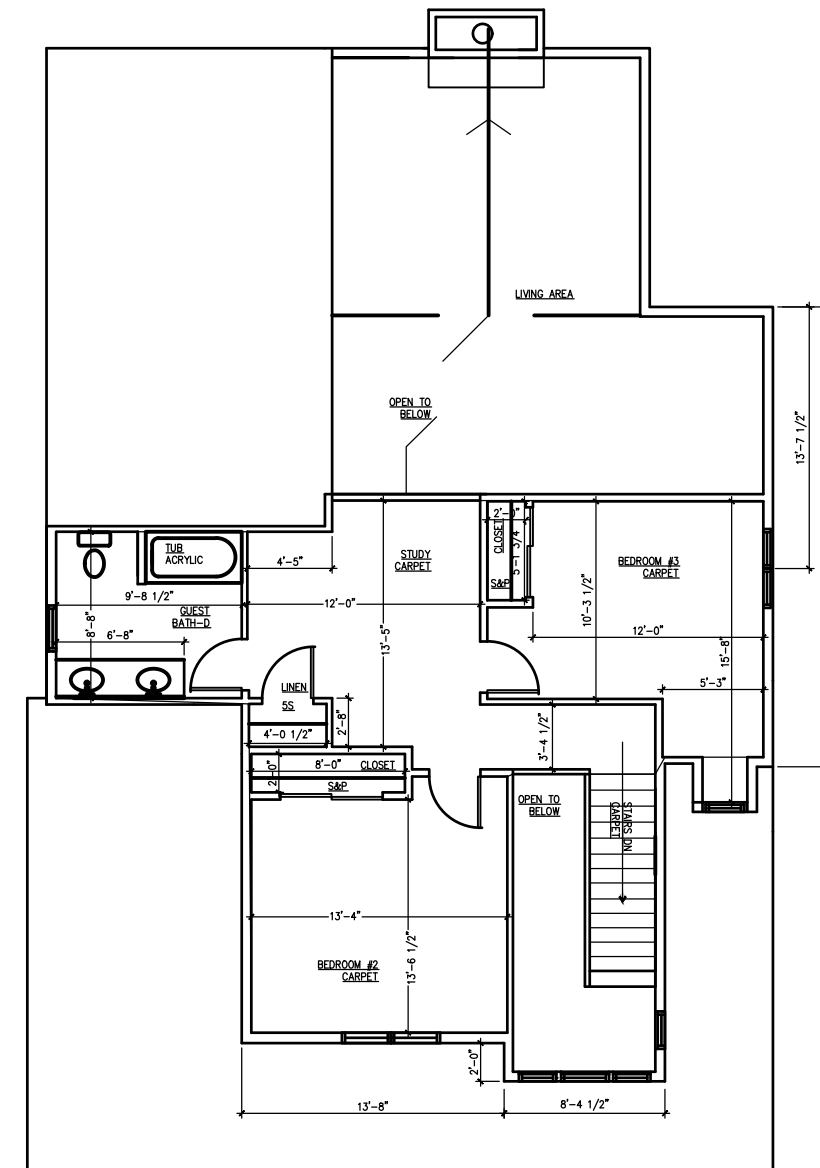
# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - D  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



1 FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"

FIRST FLOOR AREA: 1,312 S.F.  
SECOND FLOOR AREA: 638 S.F.  
TOTAL LIVING AREA: 1,950 S.F.  
GARAGE AREA: 607 S.F.

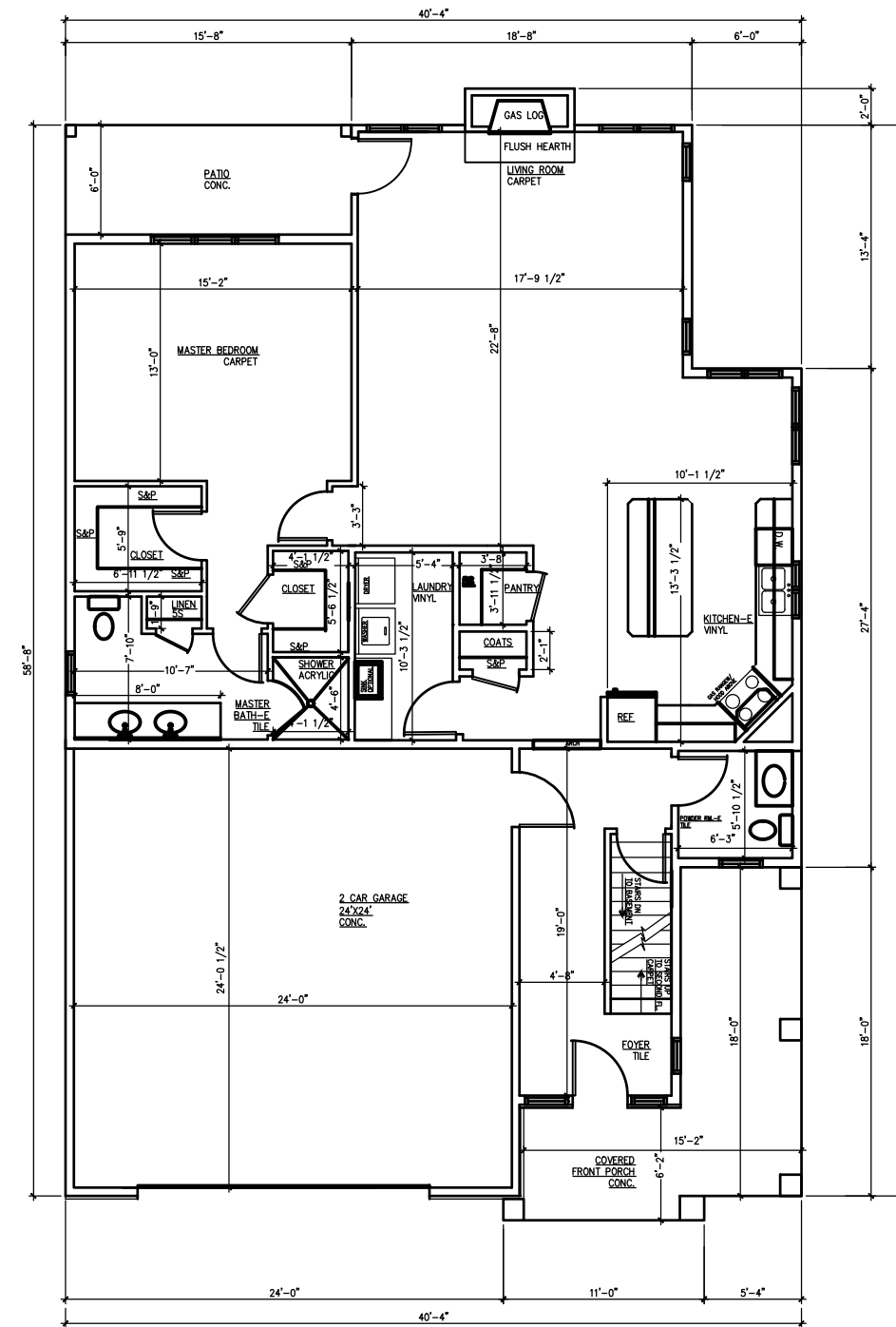


2 SECOND FLOOR PLAN  
SCALE: 1/8"=1'-0"

TWO STORY- 1,950 S.F.  
PROTOTYPE-D

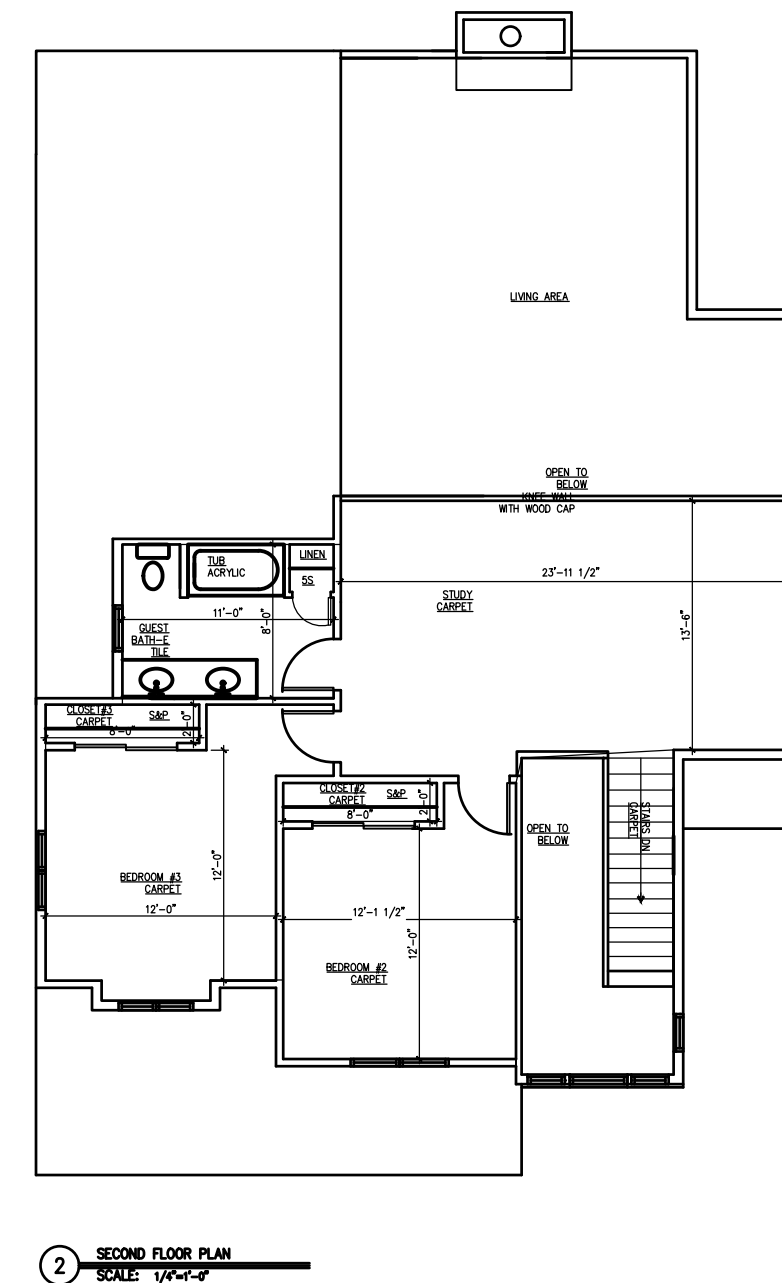
# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - E  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



FIRST FLOOR AREA: 1,407 S.F.  
SECOND FLOOR AREA: 793 S.F.  
TOTAL LIVING AREA: 2,200 S.F.  
GARAGE AREA: 607 S.F.

TWO STORY- 2,200 S.F.  
PROTOTYPE-E





# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

LEGAL DESCRIPTION  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## PHASE 2

All of Lot 4 of Certified Survey Map No. 2841 being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. ALSO part of Lot 2 of said Certified Survey Map as described; Begin at the Northwest corner of said Lot 2; run thence S00°11'33"E 97.00 feet along the West line of said Lot 2; thence N89°48'27"E 55.50 feet; thence S85°40'02"E 120.03 feet; thence S68°57'26"E 244.60 feet; thence S78°01'05"E 224.44 feet; thence S02°35'45"E 78.93 feet; thence S33°55'11"W 102.45 feet to the North right-of-way of North Cottage Lane and a point on a curve of Northeasterly convexity whose radius is 144.00 feet and whose chord bears S17°11'44"E 31.06 feet; thence Southerly 31.12 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 20.00 feet and whose chord bears S52°54'18"E 26.71 feet; thence Easterly 29.25 feet along the arc of said curve and said right-of-way to the West right-of-way of 46th Court and the point of curvature of a curve of Southeasterly convexity whose radius is 117.00 feet and whose chord bears N41°17'58"E 162.24 feet; thence Northerly 179.27 feet along the arc of said curve and said right-of-way; thence N02°35'45"W 184.94 feet along said right-of-way to the point of curvature of a curve of Northeasterly convexity whose radius is 20.00 feet and whose chord bears N47°35'45"W 28.28 feet; thence Northwesterly 31.42 feet along the arc of said curve and said right-of-way to the South right-of-way of 98th Street; thence S87°24'15"W 36.35 feet along said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 836.00 feet and whose chord bears N79°54'35"W 365.90 feet; thence Westerly 368.89 feet along the arc of said curve and said right-of-way; thence N67°13'19"W 106.67 feet along said right-of-way to the point of curvature of a curve of Northerly convexity whose radius is 317.00 feet and whose chord bears N81°15'19"W 153.77 feet; thence Westerly 155.32 feet along the arc of said curve and said right-of-way; thence S84°42'19"W 31.32 feet along said right-of-way to the point of beginning. ALSO part of Lot 3 of said Certified Survey Map as described; Begin at the Northeast corner of said Lot 3 and a point on the South right-of-way of 98th Street; run thence S87°24'15"W 83.88 feet along said right-of-way to the point of curvature of a curve of Northwesterly convexity whose radius is 20.00 feet and whose chord bears S42°24'15"W 28.28 feet; thence Southerly 31.42 feet along the arc of said curve and said right-of-way to the Easterly right-of-way of 46th Court; thence S02°35'45"E 184.94 feet along said right-of-way to the point of curvature of a curve of Southeasterly convexity whose radius is 183.00 feet and whose chord bears S42°19'36"W 258.46 feet; thence Southwesterly 286.96 feet along the arc of said curve and said right-of-way; thence S87°14'57"W 26.11 feet along said right-of-way; thence S02°43'56"E 123.27 feet; thence N63°15'28"E 63.99 feet; thence N69°08'17"E 27.64 feet; thence N76°50'43"E 50.25 feet; thence N68°25'05"E 31.14 feet; thence N66°37'51"E 31.62 feet; thence N60°52'44"E 23.58 feet; thence N43°53'01"E 19.47 feet; thence N48°24'48"E 30.49 feet; thence N64°25'12"E 19.83 feet; thence N87°24'15"E 41.99 feet to the East line of said Lot 3; thence N02°35'45"W 395.02 feet along said East line to the North right-of-way of said 98th Street and the point of beginning. ALTOGETHER containing 6.474 acres.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2 EASEMENTS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## DEDICATED 12' UTILITY EASEMENT AREAS (A)

Nonexclusive easements coextensive with the areas shown on CSM No. 2841 and on this Plat as Dedicated 12' Utility Easement Areas were dedicated, given, granted and conveyed by The Cottages at Village Green LLC, to We Energies (f/k/a Wisconsin Electric Power Company), AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communication Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Plat areas and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communication Grantees. Upon the installation of the utilities, the Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility and communications easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communication facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communication 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. If in the event the private companies do not restore the public roadway areas to the proper grade and a vegetatively stabilized condition, then the Developer shall be responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public roadways after the crushed aggregate base course is installed without the prior written approval of the Village and the satisfaction of any conditions as may be imposed by 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 communication companies in such public street areas, the Village's rights shall be deemed to be superior.

## DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (B)

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on Lot 3 of CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) and the Village for storm water drainage and retention basin purposes and for all related construction,

installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. This easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, fountain installation removal and repair, storm water structure maintenance, planting, mowing, sprinkling, watering, weeding, landscaping and the required ingress and egress; and care and maintenance responsibilities of the easement area which shall be required by the Condominium Association Owners on which the easement is located as will not interfere with the improvements, uses and purposes of the Village as it relates to the easement, and (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding, landscaping, and the required ingress and egress. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, grading, stabilization, fountain installation and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge to the Condominium Association (collectively its Owners) for Village improvements completed within the easement. The Condominium Association, (collectively as Owners of Lots 1, 2, 3 and 4) shall then at their expense, maintain, reconstruct and repair the storm water drainage system and retention basin improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system or retention basin improvements, the Condominium Association (collectively its Owners) shall restore the retention basin easement area to the Village's satisfaction and to a condition including any grade restoration and site stabilization, of the replacement of storm water structures, fountain, and landscaping or any other improvements requiring repair resulting from such disrepair or damage.

With proper notice to the Condominium Association, except in an emergency flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the Lot 3 Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and storm water retention basin improvements, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements and charge all such costs to the Condominium Association (collectively its owners). Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge to the Condominium Association Owners for Village maintenance or improvements completed within the easement.

## DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS (C)

Nonexclusive easements coextensive with the areas shown on CSM No. 2841 and on this Plat as a Dedicated 20' Storm Water Drainage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Association, (collectively its Owners of the Lots 1, 2, 3 and 4) as will not interfere with the improvements, uses and purposes of the Village; (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding and landscaping purposes and the required ingress and egress and (4) such other uses of the easement as may be approved in writing by the Village. There shall be no buildings, fences, driveways, or retaining walls placed within the storm water drainage easement areas, which obstruct, redirect or impede drainage flows within the Plat pursuant to the Restrictive Covenants on CSM No 2841. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement areas, the Village's rights under the easements shall be deemed to be superior. The Developer shall be responsible for all costs associated with the construction and maintenance of the storm water drainage improvements contained within this exclusive easement until that responsibility is transferred to the Condominium Association.

The Developer shall be responsible for all costs associated with the construction, grading, erosion control stabilization and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association (collectively its Owners).

The Condominium Association (collectively its Owners) shall at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Condominium Association (collectively its Owners) shall restore the easement areas to the approved Village Plans including any grade restoration and site stabilization, including the replacement of storm water structures, and landscaping or any other improvements requiring repair resulting from such disrepair and repair. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against the Lots of Condominium Association (collectively its Owners) and any other properties using and benefiting from said improvements.

With proper notice to the Condominium Association, except in an emergency flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the easement areas at any time to reconstruct, maintain, use and repair the underground storm sewer mains improvements, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under the easements.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

## EASEMENTS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

### DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (D) (EASEMENT D - ADJUSTED TO TERMINATE AT THE 46TH COURT RIGHT-OF-WAY)

A nonexclusive easement coextensive with the area shown as a Dedicated 20' Sanitary Sewer, Access and Maintenance Easement on Lot 4 on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the previous Owner / Land Divider to the Village for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Condominium Association (collectively its Owners) as will not interfere with the improvements, uses and purposes of the Village and the Condominium Association (collectively its Owners); and (3) such future driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement as may be approved in writing by the Village. There shall be no buildings, structures, fences, berms, retaining walls or underground sprinklers located or placed within the easement. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) or other entities with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Village's easement rights include the right to enter upon Lot 4 within the Dedicated 20' Sanitary Sewer, Access and Maintenance Easement area at any time to reconstruct, maintain, use, clean, televise and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Lot 4, together with the right to excavate, reconstruct, maintain, use, clean, televise and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, driveway pavement areas, landscaping, sidewalks, curbs and gutters, underground sprinklers or other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements, without compensation from the Village to the Condominium Association or its Owners.

### DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (E)

A nonexclusive easement coextensive with the area shown as a Dedicated Monument Sign, Access and Maintenance Easement on Lot 3 on CSM No. 2841 and on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. This easement is exclusive except for the same easement hereby retained by the Developer and also granted to the Village for the purposes of development monument signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

The Developer shall be responsible for all costs associated with the initial construction and installation of the monument sign, as well as providing the lighting, landscaping and maintenance for the monument sign until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

### DEDICATED VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive with the areas shown as Dedicated 15'x15' Vision Triangle Easement areas at each public street intersection on Lots 1, 2, 3 and 4 on CSM No. 2841 and on this Plat were dedicated, given, granted and conveyed by the Developer to the Village for the purpose of maintaining a clear sight line of vision at the identified intersections. There shall be no obstructions, such as but not limited to structures, signage, fencing, vehicular parking, landscaping/vegetation and shelters within the 15'x15' Vision Triangle Easement, except traffic signage installed by the Village, unless expressly approved in writing by the Village. This restriction is for the safety and benefit of the traveling public and shall be enforceable by the Village. The Developer shall be responsible for monitoring and correcting the vision triangle easement area violations until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

### DEDICATED PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT (G)

A nonexclusive easement coextensive with the area shown as a Dedicated 5' Public Street Tree, Access and Maintenance Easements adjacent to the north side of Main Street on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Village for the purpose of street tree planting, pruning, watering, re-mulching, staking and other related maintenance. It is the Developer's responsibility to plant and maintain said street trees and remove dead plant-life and remove any trash and debris in the easement area until that responsibility is transferred to the Condominium Association, (collectively its Owners) who then shall be obligated for ongoing maintenance and replacement responsibilities.

### DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (H)

A nonexclusive easement coextensive with the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. It is the Developer's responsibility to remove dead plant-life and remove any trash and debris in the designated wetland area until that responsibility is transferred to the Condominium Association, (collectively its Owners) for ongoing maintenance responsibilities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

### DEDICATED PUBLIC STREET AREAS

The fee interest in the 46th Court, 98th Street, North Cottage Lane, and South Cottage Lane areas each shown as a Dedicated Public Street on CSM 2841 and on this Plat were dedicated, given, granted and conveyed, in part, by the previous Owner / Land Divider to the Village, with additional street rights-of-ways dedicated, given, granted, amended and conveyed on CSM 2841 and on this Plat by The Cottages at Village Green, LLC (referred to as the "the Developer") to the Village of Pleasant Prairie, its successors and assigns ("the Village") for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, public street pavement, curbs and gutters, a cul-de-sac island, sidewalks, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, street trees and cul-de-sac island landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive within each of the Dedicated Public Street areas shown on CSM 2841 and on this Plat, which were retained by the Developer for the construction, installation, repair, alteration, replacement, snow clearing and maintenance of public street improvements, uses and purposes, including, without limitation, public street pavement, curbs and gutters, a cul-de-sac island, sidewalks, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, street trees and other cul-de-sac island landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities, all of which are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions) of such required public improvements as noted above and pursuant to a Development Agreement entered into between the Developer and the Village dated as of \_\_\_\_\_, 2017 and (2) nonexclusive easements coextensive with the areas shown on CSM 2841 and on this Plat, were reserved by the Developer for The Cottages at Village Green Condominium Association, Inc., (referred to as the "Condominium Association" (collectively its Owners) within the Dedicated Public Street areas for the planting and maintenance of street terrace grass and public street trees; the planting and maintenance of landscaping in the cul-de-sac island; the installation and maintenance of mail boxes; and the construction, installation, snow and ice clearance, maintenance, repair and replacement of sidewalks and driveways in the area between the roadway and their properties, all of which are approved by the Village as it will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street areas, the rights of the Developer, the Condominium Owner's Association, or its Owners of any Lot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

## RESTRICTIVE COVENANTS VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

1. The Cottages at Village Green, LLC (referred to as the "Developer") hereby covenants that the Condominium Association (collectively the Owners) shall have the obligation of maintaining the cul-de-sac island area within 46th Court and the obligation of maintaining the street trees abutting their respective Lots within the Dedicated Public Streets (46th Court, 98th Street, N. Cottage Lane, S. Cottage Lane, and in the Dedicated Public Street, Access and Maintenance Easement along the north side of Main Street shown on CSM No. 2841 No. 2841 in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering; staking, trimming, pruning, replacing of trees and plantings, and removing of fallen leaves and brush in order to prevent a nuisance condition. Street trees and cul-de-sac plantings which are damaged, dead or dying shall be replaced at the Condominium Association (collectively the Owners) expense within 60 days of the trees removal or within the time frame as set forth in written notification by the Village. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owner's), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village.

The Developer shall be responsible for the replanting and maintenance obligations pertaining to the street tree and cul-de-sac island until said responsibilities are transferred to the Condominium Association who then shall perform such tree and plantings maintenance and replacement activities, without compensation, to the satisfaction of the Village per this restrictive covenant.

To the extent that the Village performs any such street tree or cul-de-sac plantings maintenance activities, the Condominium Association (collectively its Owners) respectively, shall be liable for any costs which may be incurred by the Village, which the Village any recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on the CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the "Dedicated 20' Storm Water Drainage, Access and Maintenance Easement" areas located within their Lots as shown on CSM No. 2841 in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage easements which blocks, diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively its Owners), its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Condominium Association (collectively its Owners), shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively its Owners), as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the "Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement" areas located within Lot 3 as shown on CSM No. 2841 in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; installing, repairing and replacing the aerator/fountain, removing of trash, debris, leaves and brush; clearing and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage and retention basin easement which blocks or diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively its Owners), its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin maintenance activities, the Condominium Association (collectively its Owners), shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively its Owners), as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on CSM No. 2841 and shall protect and maintain the wetland area by prohibiting filling, dredging, tree cutting, mowing, live plant removal or other activity or condition detrimental to its function as a wetlands area without written approval of the Village. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owners), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of this Lot, and shall benefit and be enforceable by the Village. The Developer shall be relieved of any wetland protection or maintenance obligations they may have as Owners of such Lot under this covenant, upon the transfer of the responsibility to only to the Condominium Association (collectively the Owners) who then shall perform the required protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such wetland maintenance activities, the Condominium Association (collectively the Owners) shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively the Owners) as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Owner hereby covenants that the Dedicated 15'x15' Vision Triangle Easement areas shown on CSM No. 2841 hereby places restrictions on the referenced land because of the location of these easements which were given, granted and conveyed by the Developer to maintain a clear sight line of vision at each of the intersections shown on the. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village, except for official Village public street signage or street lights. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
6. The Owner hereby covenants that the Dedicated Monument Sign, Access and Maintenance Easement area shown on CSM No. 2841 hereby places a restriction and obligation on the Condominium Association (collectively the Owners) for the land area identified for the monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs, and other landscape elements and all related ingress, egress and grading replacement and maintenance activities. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights on this easement.
7. The Owner hereby covenants that the Lots 1, 2, 3 and 4 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance for the areas shown on CSM No. 2841 in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of other applicable Village Ordinances, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Owner(s) of Lots 1, 2, 3 and 4 of CSM No. 2841 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or 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 CSM No. 2841, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

## SIGNATURES

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

### OWNER'S CERTIFICATE OF DEDICATION

THE COTTAGES AT VILLAGE GREEN, LLC., as Owner does hereby certify that it caused the land described on this plat to be surveyed and mapped as represented on this plat and does further certify that this plat is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

THE COTTAGES AT VILLAGE GREEN, LLC

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

Douglas K. Stanich, Managing Member

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witness: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

My Commission Expires: \_\_\_\_\_

### VILLAGE BOARD CERTIFICATE

We hereby certify that the condominium plat of THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2 in the Village of Pleasant Prairie submitted for approval by The Cottages at Village Green, LLC., developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on \_\_\_\_\_ by Resolution No. \_\_\_\_\_ and that any and all conditions of such approval have been satisfied.

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

Attested By: \_\_\_\_\_  
Jane C. Snell, Village Clerk

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, John P. Steinbrink, Village President, and Jane C. Snell, Village Clerk, and acknowledged that they executed the foregoing instrument as President and Clerk of the Village of Pleasant Prairie and by its authority.

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

Notary Public, Kenosha County, State of Wisconsin  
My commission expires/is permanent: \_\_\_\_\_

### COUNTY TREASURER'S CERTIFICATE

I, Teri M. Jacobson, being the duly elected, qualified and acting Treasurer of Kenosha County, do hereby certify that the records of my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in the plat of THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2.

By: \_\_\_\_\_  
Teri M. Jacobson, County Treasurer

### VILLAGE TREASURER'S CERTIFICATE

I, Kathleen M. Goessl, being the duly qualified and acting Treasurer of Pleasant Prairie, do hereby certify that the records of my office show no unpaid taxes or special assessments as of \_\_\_\_\_, affecting the lands included in this plat of THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2.

By: \_\_\_\_\_  
Kathleen M. Goessl, Village Treasurer

**ADDENDUM (1<sup>st</sup> AMENDMENT) TO THE DEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE  
AND  
THE COTTAGES AT VILLAGE GREEN, LLC REGARDING THE  
REQUIRED PUBLIC AND PRIVATE IMPROVEMENT OBLIGATIONS FOR THE  
THE COTTAGES AT VILLAGE GREEN**

**JULY 18, 2018**

**DRAFT**

**ADDENDUM (1<sup>st</sup> AMENDMENT) TO THE DEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE  
AND  
THE COTTAGES AT VILLAGE GREEN, LLC REGARDING THE  
REQUIRED PUBLIC AND PRIVATE IMPROVEMENT OBLIGATIONS  
FOR THE EXPANSION PHASE (PHASE 2)  
OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM DEVELOPMENT**

This is an Addendum (1<sup>st</sup> Amendment) to the Development Agreement (hereinafter referred to as the "Amendment") for the Required On-Site Private Improvement and Public Improvement obligations for N. Cottage Lane, S. Cottage Lane, 46<sup>th</sup> Court and 98<sup>th</sup> Street (Expansion Phase 2 or Phase 2) and for The Cottages at Village Green Condominium Development, which was entered into by and between The Cottages at Village Green, LLC, Douglas K. Stanich, Managing Member with a business office address located at P.O. Box 580412, Pleasant Prairie, WI 53158 (hereinafter referred to as the "Developer") and the Village of Pleasant Prairie, a Wisconsin Municipal Corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village") on September 15, 2017. This Amendment to the Development Agreement modifies the legal description to include additional land area or Expansion Phase 2 area for The Cottages Condominium Development Phase 2 (hereinafter referred to as the "Development") regarding the Developer's obligations for the completion of the public and private infrastructure and site related improvements.

**Expansion Phase 2 Property described as follows:**

The Cottages at Village Green Condominium Development as recorded at the Kenosha County Register of Deeds Office and further identified as Lots 2, 3, and 4 of Certified Survey Map No. 2841, a Re-Division of Outlot 9 of the Village Green Heights Addition #1, being that part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of U.S. Public Land Survey Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie, Kenosha County, WI and further identified as Tax Parcel Numbers 92-4-122-233-2032, 92-4-122-233-2033, and 92-4-122-233-2034.

Witnesseth:

**WHEREAS**, the Developer has requested an Amendment to the referenced September 15, 2017 Development Agreement in order to include additional land area (Expansion Phase 2 area) within the Development in order to commence public and private infrastructure improvements for the development of 35 additional buildings containing 41 additional condominium units in The Cottages as Village Green Phase 2 Condominium (Units 32-72); and

**WHEREAS**, the Amendment modifies the September 15, 2017 Development Agreement by the inclusion of Phase 2 Property. All obligations set forth in the September 15, 2017 Development Agreement shall be extended to include the Phase 2 Property, including, but not limited to the site and roadway grading, public and private utility work, water, storm sewer and sanitary sewer system work, along with the storm water improvements; the public roadway work including proof roll of subgrade within the public rights-of-way, and installation of the base and surface courses for the roadway and curb and gutter, sidewalks, street trees, street lights and street signage shall be completed, inspected and accepted by the Village Public Works Department pursuant to the Village's Ordinances and approved Construction Specifications, Plans and Profiles on file with the Village; and

**WHEREAS**, the Amendment modifies the Development Agreement to include the Village's approvals for the Expansion Area Condominium Plat; contractor executed proposals, performance and payment bond and insurance certificates; cost breakdown estimate of probable construction and inspection costs spreadsheet and financial security; updated public street signage plan; amended Condominium Declarations; and conditional approvals by the Village Plan Commission and Village Board Resolution.

**NOW, THEREFORE**, in consideration of the mutual provisions of the previously executed Development Agreement for The Cottages at Village Green Condominium and approval of this Amendment, the Developer and the Village hereby agree as follows:

1. The Developer shall be responsible for any damages to any of the existing Phase 1 Development required public improvements during the warranty period that were installed and Village inspected until to the Village's Resolution of final acceptance.
2. The Developer shall be responsible for costs associated with the installation, construction and the Village's inspection and acceptance of the required public and private improvements in Phase 2 pursuant to the approved Construction Plans, Specifications and Profiles, Village Ordinances and approved Exhibits that are on file with the Village.



3. Unless specifically modified by this Amendment, all other provisions and covenants contained within the September 15, 2017 Development Agreement and Memorandum of Development Agreement file with the Village and said Agreements shall remain in full force and effect for the Development.
4. The following Development Agreement Exhibits are included in this Amendment by reference and are noted as being On File at the Village offices for the Expansion Phase 2 Condominium Development. The new Exhibits for Phase 2 are bolded and included as attachments to this Agreement:

**EXHIBIT A**

Construction Related Documents: On File.

1. Engineering Construction Plans, Profiles and Specifications dated August 24, 2017;
2. Development Agreement Memorandum for the Water, Storm Sewer and Sanitary Sewer Lateral Exceptions and for Sidewalks and Street Tree Installations;
3. Village Work in the Right-of-Way and Erosion Control and Notice of Intent Permits;
4. Sanitary Sewer and Water Approval Letters from the Village, Kenosha Water Utility (KWU), Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Wisconsin Department of Natural Resources (WI DNR);
5. Vacation of Sanitary Sewer, Access and Maintenance Easement (sanitary sewer is now in dedicated right of-way);
6. Temporary Water Main, Access and Maintenance Easement for The Cottages at Village Green, LLC (east of Main Street); and
7. Water Main, Access and Maintenance Easement for the Village of Pleasant Prairie (east of Main Street).
8. Master Site Grading Plan with Temporary Topsoil Stockpile (east of 98<sup>th</sup> Street).

EXHIBIT B

Certified Survey Map # 2841. On File.

EXHIBIT C

The Cottages at Village Green Condominium Plat and Village Board of Trustees Resolution # 17-33. On File.

**The Cottages at Village Green Condominium Plat and Village Board of Trustees Resolution # 18-\_\_.**

EXHIBIT D

Public and Private Landscaping Plan (Landscaping Plan with Executed Breezy Hill's Contract for Public Street Trees and Certificate of Insurance listing both The Cottages at Village Green LLC and the Village of Pleasant Prairie as insured parties). On File.

- EXHIBIT E Public Street Lights Plan (3 Paragon fixtures with 15' concrete poles) (Street Lighting Plan, We Energies (Night Aura) Executed Contract for Public Street Lights, NMB estimate for street pole staking and the Gas and Electric Distribution Plans). On File.
- EXHIBIT F **Public Street Signage Plan (Street Signage Plan prepared by the Village Public Works Department).**
- EXHIBIT G **Public Improvements Executed Contract (Reesman's Excavating), Performance and Payment Bond and Certificate of Insurance (Executed Contracts, Performance and Payment Bonds and Certificate of Insurance listing both The Cottages at Village Green, LLC and the Village of Pleasant Prairie as insured parties).**
- EXHIBIT H **Copy of the original Letter of Credit (LOC) for Public Improvements (original in safe at Village Hall) and Cash Payments Receipt for:**
1. **STH 165 Transportation Improvement Fees Developer Contribution - \$50,000.00;**
  2. **Finance Department Administrative Fee - \$\_\_\_\_\_;**
  3. **Street Sweeping and Erosion Control Permit - \$4,150.00; and**
  4. **Work in the Right-of-Way Permit Fee - \$150.00**
- EXHIBIT I **Itemized Letter of Credit and Cash Payments Cost Breakdown (Cost Breakdown for Improvements including Sewer Cleaning, Televising, Street Signage, Street Lights, Street Trees, Construction related Services-Field Staking, Inspections and Administration Cost Estimate, Contingency, and Transportation Improvement Fees).**
- EXHIBIT J Village Board Ordinance #17-38 and # 17-39 for Planned Unit Development (PUD) Text and Map Amendments (PUD Documents). On File.
- EXHIBIT K **Executed Declaration of Condominium for The Cottages at Village Green Amendment (Declarations).**
- EXHIBIT L Executed By-Laws of The Cottages at Village Green Condominium (By-Laws). On File.
- EXHIBIT M Recorded Articles of The Cottages at Village Green Condominium Association, Inc. (Articles). On File.

- EXHIBIT N Memorandum of Understanding Agreement regarding Village Green Development Transportation Improvement Fees as amended. On File.
- EXHIBIT O **Estimate of Probable Costs for:**  
**1. Village Public Works Public Inspection and Administrative Related Services for Public Improvements (*Cost Estimates per DPW*).**  
**2. Nielsen Madsen Barber Private Engineering Services/Surveying (*Cost Estimates per NMB*).**
- EXHIBIT P Executed Ownership/Operating Documents for The Cottages at Village Green, LLC (Operating documents). On File.
- EXHIBIT Q Executed Memorandum of Development Agreement (Memorandum to be recorded). On File.
- EXHIBIT R **Village Board Staff Memorandum and Conditions of Approval for The Cottages dated August \_\_, 2018 (Board and Staff Comments).**

**IN WITNESS WHEREOF**, the Developer and the Village have caused this Amendment to be signed and dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Signatures are on the next pages.*

**THE COTTAGES AT VILLAGE GREEN, LLC**

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

—  
Name: Douglas K. Stanich  
Title: Managing Member

STATE OF Wisconsin        )  
  )SS  
COUNTY OF KENOSHA     )

This instrument was acknowledged before me in Pleasant Prairie, WI on \_\_\_\_\_, 2018, by Douglas K. Stanich as the duly authorized Managing Member of The Cottages at Village Green, LLC.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public  
Notary Public: Kenosha County, State of WI  
My Commission (expires) on: \_\_\_\_\_

*Additional signatures on the next page.*

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**

By: \_\_\_\_\_  
Name: John P. Steinbrink  
Title: Village President

ATTEST:

\_\_\_\_\_  
Name: Jane C. Snell  
Title: Village Clerk

STATE OF WISCONSIN     )  
  ) SS:  
KENOSHA COUNTY     )

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public: Kenosha County, State of  
Wisconsin

My Commission expires: \_\_\_\_\_

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

# FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

The undersigned, being the Declarant for The Cottages At Village Green Condominium, a residential condominium community created pursuant to that certain Declaration of Condominium for The Cottages At Village Green Condominium, dated September 13, 2017 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 29, 2017 as Document No. 1805201, and amended by an Affidavit of Correction dated December 12, 2017 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on December 15, 2017 as Document No. 1810239 (together the "Declaration"), which established The Cottages at Village Green Condominium (the "Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 2 of this First Amendment to the Declaration of Condominium; to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"); and to establish additional limited common area, all pursuant to the provisions of the Declaration.

## 1. Address of Condominium

The address of the condominium, after this Amendment, shall be as set forth in **Exhibit A** which is attached hereto and incorporated by reference herein.

## 2. Description of Land

The land owned by the Declarant and added to the Condominium as described in Section 1 of the Declaration is the entire expansion area described in Exhibit D which was attached to the original Declaration. The legal description of the expansion area which is being added to the Condominium by this Amendment is contained in **Exhibit B** which is attached to this Amendment and incorporated by reference herein.

## 3. Description of Buildings, Units, Common Elements, and Limited Common Elements

35 additional buildings containing a total of 41 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as **Exhibit B**. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. The construction and boundaries of the Units being added by this Amendment shall be as described in Sections 3 and 4 of the Declaration, and the floor plans attached to this Second Amendment as part of **Exhibit B**. The location of the added Units shall be as set forth in **Exhibit B** which is attached to this Amendment. The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on **Exhibit B** attached to this Amendment. After the recording of this Amendment, the Condominium shall consist of a total of 72 residential Units and attached garages located in 55 buildings.

4. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-seventy-second (1/72) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

5. Easements / Restrictions / Dedications / Notices

Unit Owners are notified of the existence of various easements, restrictive covenants, dedications and notices which affect the Condominium. This information is detailed in the Declaration of Condominium; the Condominium Plat; the First Addendum to the Condominium Plat; the recorded Certified Survey Map; and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin. Unit Owners are directed to carefully review these documents to determine the extent and location of easements and public dedications, and to determine how the Condominium and the individual units are affected by the restrictions and notices.

6. Continuing Effect of Declaration

Except as amended by this First Amendment, the Declaration as herein defined shall remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**The Cottages At Village Green, LLC**

By: \_\_\_\_\_  
Douglas K. Stanich      Managing Member

ACKNOWLEDGMENT

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named Douglas K. Stanich, to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
Notary Public - State of Wisconsin  
My commission expires: \_\_\_\_\_

NOTARY SEAL

Instrument drafted by: John U. Schneider - Attorney at Law  
State Bar of Wisconsin #1017140



EXHIBIT A

Address of Condominium

**EXHIBIT B**

**First Addendum To Condominium Plat**



# CONSTRUCTION PLANS for **THE COTTAGES AT VILLAGE GREEN CONDOMINIUM**

## SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS

for  
**THE COTTAGES AT VILLAGE GREEN, LLC.**  
Village of Pleasant Prairie, Kenosha County, Wisconsin

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MASTER SITE UTILITY PLAN	4 OF 47
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TYPICAL SECTIONS & CONSTRUCTION DETAILS	43-47 OF 47
LANDSCAPING PLANS	L1-L5 OF L5

### DEVELOPER

THE COTTAGES AT VILLAGE GREEN, LLC.  
DOUG STANICH (MANAGING MEMBER)  
9110 PRAIRIE VILLAGE DRIVE  
KENOSHA, WI 53142  
PHONE: (262) 925-3003  
EMAIL: douglasstanich@gmail.com

### PROPERTY OWNER

LADDIE INVESTMENTS, LLC.  
MARTY HANLEY  
123 N. NORTHWEST HIGHWAY  
PARK RIDGE, IL 60068  
OFFICE: (847) 825-0887  
EMAIL: mhanley@land-and-lakes.com

### GOVERNING AGENCY CONTACTS

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

- ADMINISTRATION  
THOMAS SHIRCEL  
- INTERIM VILLAGE ADMINISTRATOR  
OFFICE: (262) 925-6721  
EMAIL: tshircel@plprairiewi.com

- COMMUNITY DEVELOPMENT DEPARTMENT  
JEAN WERBIE-HARRIS, DIRECTOR  
- PLANNER, ZONING ADMINISTRATOR  
OFFICE: (262) 925-6718  
EMAIL: jwerbie-harris@plprairiewi.com

PEGGY HERRICK  
- ASSISTANT PLANNER & ZONING  
ADMINISTRATOR  
OFFICE: (262) 925-6716  
EMAIL: pherrick@plprairiewi.com

KRISTINA TRANEL  
- DEPUTY PLANNER & DEPUTY ZONING  
ADMINISTRATOR  
OFFICE: (262) 925-6717  
EMAIL: ktranel@plprairiewi.com

- ENGINEERING DEPARTMENT  
MATT FINEOUR  
- VILLAGE ENGINEER  
OFFICE: (262) 925-6778  
EMAIL: mfineour@plprairiewi.com

KURT DAVIDSEN  
- ASSISTANT VILLAGE ENGINEER  
OFFICE: (262) 925-6728  
EMAIL: kdavidsen@plprairiewi.com

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

PLEASANT PRAIRIE FIRE DEPARTMENT  
CRAIG ROEPKE  
- CHIEF OF FIRE & RESCUE  
8044 88TH AVENUE  
DIRECT: (262) 948-8981  
EMAIL: croepke@plprairiewi.com

THOMAS CLARK  
- LIEUTENANT FIRE & RESCUE  
DEPARTMENT  
DIRECT: (262) 948-8982  
EMAIL: tclark@plprairiewi.com

PLEASANT PRAIRIE PUBLIC WORKS  
JOHN STEINBRINK, JR.,  
- DIRECTOR  
ROGER PRANGE MUNICIPAL BUILDING  
8600 GREEN BAY ROAD  
OFFICE: (262) 925-6768  
EMAIL: jsteinbrink@plprairiewi.com

RICK MURPHY  
- CONSTRUCTION MANAGER  
OFFICE: (262) 948-8947  
EMAIL: rmurphy@plprairiewi.com

STEVE WLAHOVICH  
- ENGINEERING TECHNICIAN  
OFFICE: (262) 925-6767  
EMAIL: swlahovich@plprairiewi.com

WI DEPARTMENT OF NATURAL RESOURCES  
ELAINE JOHNSON  
- WATER RESOURCE SPECIALIST  
OFFICE: 262-884-2136  
EMAIL: elaine.johnson@wisconsin.gov

PETER WOOD  
- WATER RESOURCES ENGINEER  
OFFICE: 262-884-2360  
EMAIL: peter.wood@wisconsin.gov



### LEGEND

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



### ABBREVIATIONS

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

### SPECIFICATION NOTE

THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE PROJECT MANUAL INCLUDING ALL CONSTRUCTION SPECIFICATIONS ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

### PRE-CONSTRUCTION NOTE

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

### CONCRETE JOINTING NOTE

CONTRACTOR TO PROVIDE A CONCRETE JOINTING PATTERN TO THE VILLAGE OF PLEASANT PRAIRIE PRIOR TO PRE CONSTRUCTION MEETING.

### UTILITY NOTE

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

### PUBLIC UTILITY CONTACTS

AMERICAN TRANSMISSION COMPANY  
BRIAN MCGEE  
OFFICE: 262-506-6700  
EMAIL: bmcgee@atcllc.com  
EMERGENCY NUMBER: (800) 972-5341

WISCONSIN D.O.T.  
SOUTHEAST REGION  
OFFICE: (414) 266-1167

AT&T  
MIKE TOYEK  
OFFICE: 262-636-0549  
EMAIL: mt1734@att.com

TDS TELECOM  
SOUTHEAST WISCONSIN  
OFFICE: 877-483-7142

TIME WARNER CABLE  
STEVE CRAMER  
- UTILITY COORDINATOR  
OFFICE: 414-277-4045  
EMAIL: steve.cramer@twcable.com  
EMERGENCY NUMBER: (800) 627-2288

WE-ENERGIES  
ALLIE MILLER  
KENOSHA SOUTH  
OFFICE: 262-552-3227  
EMAIL: allie.miller@we-energies.com

NATURAL GAS EMERGENCY: (800) 261-5325  
ELECTRICAL EMERGENCY: (800) 662-4797

PLEASANT PRAIRIE PUBLIC WORKS  
JOHN STEINBRINK, JR.,  
- DIRECTOR  
ROGER PRANGE MUNICIPAL BUILDING  
8600 GREEN BAY ROAD  
OFFICE: (262) 925-6768  
EMAIL: jsteinbrink@plprairiewi.com



Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS

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

THE COTTAGES AT VILLAGE GREEN  
CONDOMINIUM  
SITE GRADING, DRAINAGE, UTILITY &  
PAVEMENT IMPROVEMENTS  
FOR  
THE COTTAGES AT VILLAGE GREEN, LLC.

NO.	REVISION	DATE
1	PHASE 2 UPDATE	5/8/18

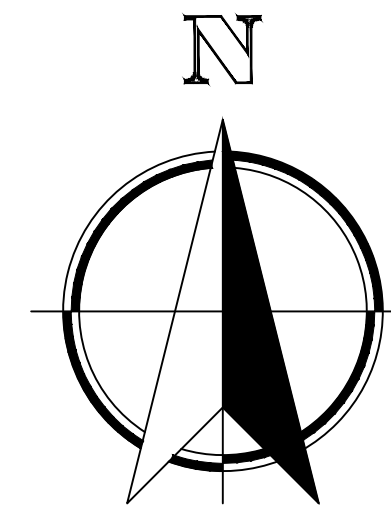
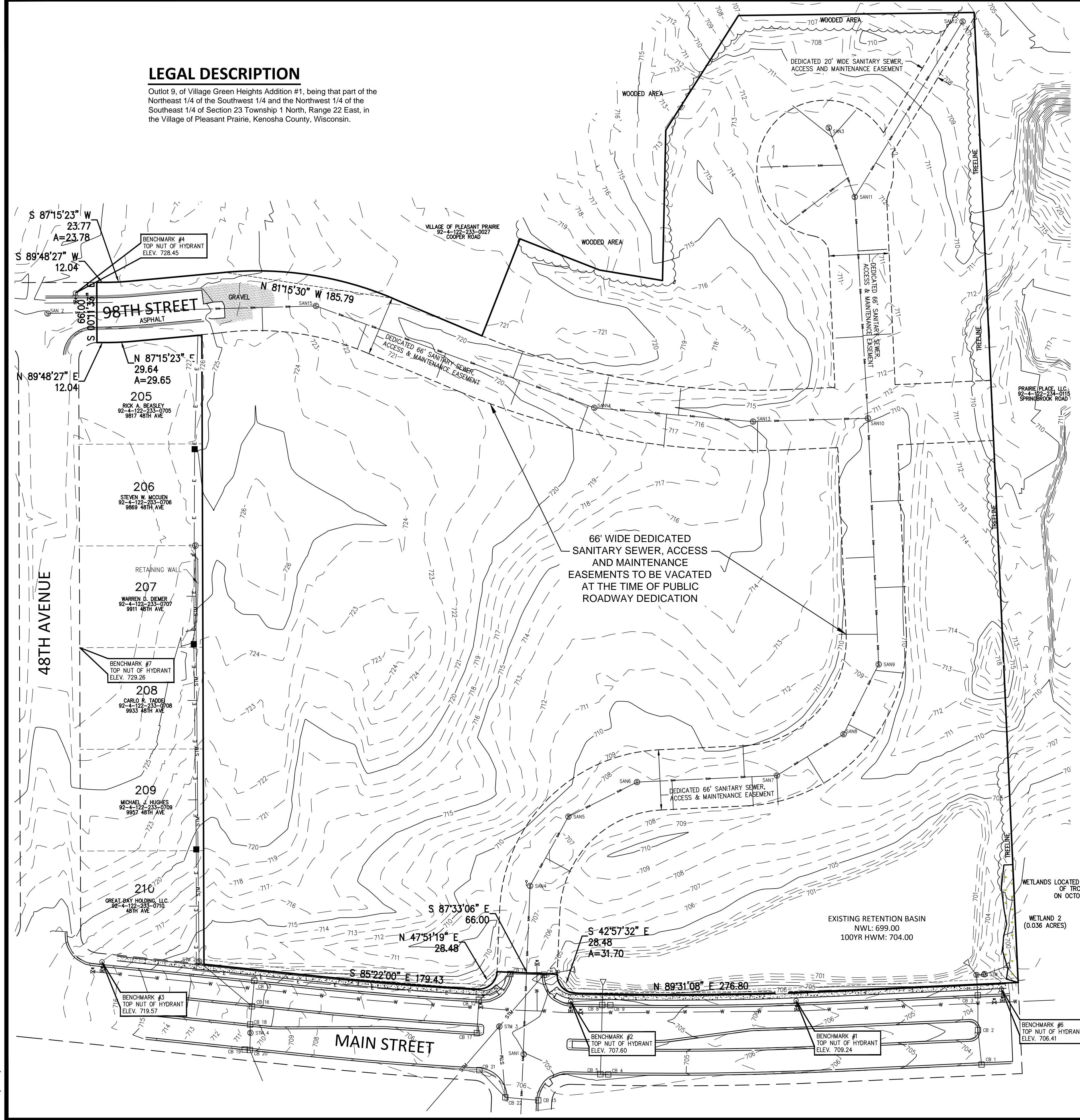
PROJ. MGR: \_\_\_\_\_ MDE  
DRAFTED: \_\_\_\_\_ NDB  
DATE: 2-15-2017  
CHECKED: \_\_\_\_\_ MDE  
DATE: 4-19-2017

2012.0111.05

SHEET  
**1** OF **47**

**LEGAL DESCRIPTION**

Outlot 9, of Village Green Heights Addition #1, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.



SCALE 1"=60'

**BENCH MARKS**

- TOP NUT OF HYDRANT LOCATED ON NORTH SIDE OF MAIN ST, EAST OF 47TH AVE AND DEAD END. ELEVATION: 709.24
- TOP NUT OF HYDRANT LOCATED ON NORTHEAST CORNER OF MAIN ST AND 46TH COURT. ELEVATION: 707.60
- TOP NUT OF HYDRANT LOCATED ON NORTHEAST CORNER OF MAIN ST AND 48TH AVE. ELEVATION: 719.57
- TOP NUT OF HYDRANT LOCATED ON NORTH OF 98TH ST AND 48TH AVE INTERSECTION. ELEVATION: 728.48
- TOP NUT OF HYDRANT LOCATED ON NORTH SIDE OF MAIN ST AT EAST DEAD END. ELEVATION: 706.41
- TOP NUT OF HYDRANT LOCATED ON EAST SIDE OF 48TH AVE BETWEEN MAIN ST AND 98TH ST. ELEVATION: 729.26

**EXISTING UTILITY DATA**

STM 1 RIM 705.24 IE. 30" W 698.34 IE. 30" E 698.44	CB 6 RIM 704.18 IE. 15" S 701.38 IE. 15" N 701.18	CB 16 RIM 710.31 IE. 15" N 707.26 IE. 15" NW 707.26 IE. 15" S 707.21	SAN 1 RIM 704.97 IE. 8" N&S 695.32	SAN 11 RIM 712.99 IE. 8" S&NE 690.39 IE. 8" NW 703.24
STM 2 RIM 713.11 IE. 15" N 709.76 IE. 15" SE 709.71	CB 7 RIM 703.91 IE. 15" S 701.01 IE. 15" N 700.96	CB 17 RIM 705.00 IE. 15" NE 702.35	SAN 2 RIM 725.74 IE. 8" E 710.59	SAN 12 RIM 706.86 IE. 8" SW 689.56
STM 3 RIM 705.05 IE. 30" NE 700.55 IE. 15" S 700.75 IE. 24" SE 700.65	CB 8 RIM 704.13 IE. 15" S 700.63 IE. 15" N 700.48 IE. 15" E 700.58	CB 18 RIM 710.30 IE. 15" N 707.05 IE. 15" S 707.00	SAN 3 RIM 713.40 IE. 8" SE 703.95	SAN 13 RIM 715.22 IE. 8" E&W 705.57
STM 4 RIM 710.50 IE. 15" N 706.90 IE. 24" W 706.70 IE. 24" SE 706.55	CB 9 RIM 704.11 IE. 15" W 700.71	CB 19 RIM 710.44 IE. 15" E 706.39	SAN 4 RIM 707.73 IE. 8" S&NE 694.48	SAN 14 RIM 718.62 IE. 8" NW&E 708.12
CB 1 RIM 703.50 IE. 15" N 701.00	CB 10 RIM 705.31 IE. 36" E 699.96 IE. 30" SW 700.01 IE. 15" W 700.46	CB 20 RIM 710.23 IE. 24" S 706.18 IE. 24" N 706.28 IE. 15" W 706.28	SAN 5 RIM 708.31 IE. 8" SW&E 694.21	SAN 15 RIM 723.37 IE. 8" W&SE 709.42
CB 2 RIM 703.29 IE. 15" S 700.44 IE. 15" N 700.39	CB 11 RIM 705.42 IE. 15" E 701.37 IE. 15" SW 701.42	CB 21 RIM 705.22 IE. 15" SE 702.42	SAN 6 RIM 708.90 IE. 8" E&W 693.80 IE. 8" N 700.35	
CB 3 RIM 703.56 IE. 15" S 699.81 IE. 15" N 699.71	CB 12 RIM 705.28 IE. 15" NE 701.73 IE. 15" SW 701.98	CB 22 RIM 706.13 IE. 15" NW 702.03 IE. 15" N 701.98 IE. 15" E 702.03	SAN 7 RIM 709.51 IE. 8" W&NE 693.16	
CB 4 RIM 704.23 IE. 15" W 701.98	CB 13 RIM 710.38 IE. 15" S 707.68	CB 23 RIM 706.13 IE. 15" NW 702.03 IE. 15" N 701.98 IE. 15" E 702.03	SAN 8 RIM 709.78 IE. 8" SW&NE 692.78	
CB 5 RIM 704.23 IE. 15" E 701.83 IE. 15" N 701.78	CB 15 RIM 706.21 IE. 15" W 703.76	CB 24 RIM 706.13 IE. 15" NW 702.03 IE. 15" N 701.98 IE. 15" E 702.03	SAN 9 RIM 710.26 IE. 8" N&S 692.41	
			SAN 10 RIM 711.68 IE. 8" N&S 691.32 IE. 8" W 691.52 IE. 8" W 703.68	

66' WIDE DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENTS TO BE VACATED AT THE TIME OF PUBLIC ROADWAY DEDICATION

EXISTING RETENTION BASIN  
NWL: 699.00  
100YR HWM: 704.00

WETLANDS LOCATED BY LESLEY BROTKOWSKI OF TRC SOLUTIONS ON OCTOBER 27, 2016

WETLAND 2 (0.036 ACRES)

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

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

LEGEND:

⊙ STORM MANHOLE	⊙ SANITARY MANHOLE	⊙ SIGN	⊙ GUARD POST
□ CATCH BASIN	— SAN — SANITARY SEWER	⊙ YARD LIGHT	○ FOUND IRON PIPE
— STM — STORM SEWER	⊙ CLEAN OUT	⊙ DECIDUOUS TREE	⊙ WELL
□ MAILBOX	⊙ HYDRANT	⊙ CONIFEROUS TREE	⊙ SoB SOIL BORING
⊙ HVAC	⊙ WATER VALVE	⊙ WATER CONTROL VALVE	⊙ PAD MOUNT TRANSFORMER
⊙ POWER POLE	— W — WATER MAIN	— OH — OVERHEAD WIRES	



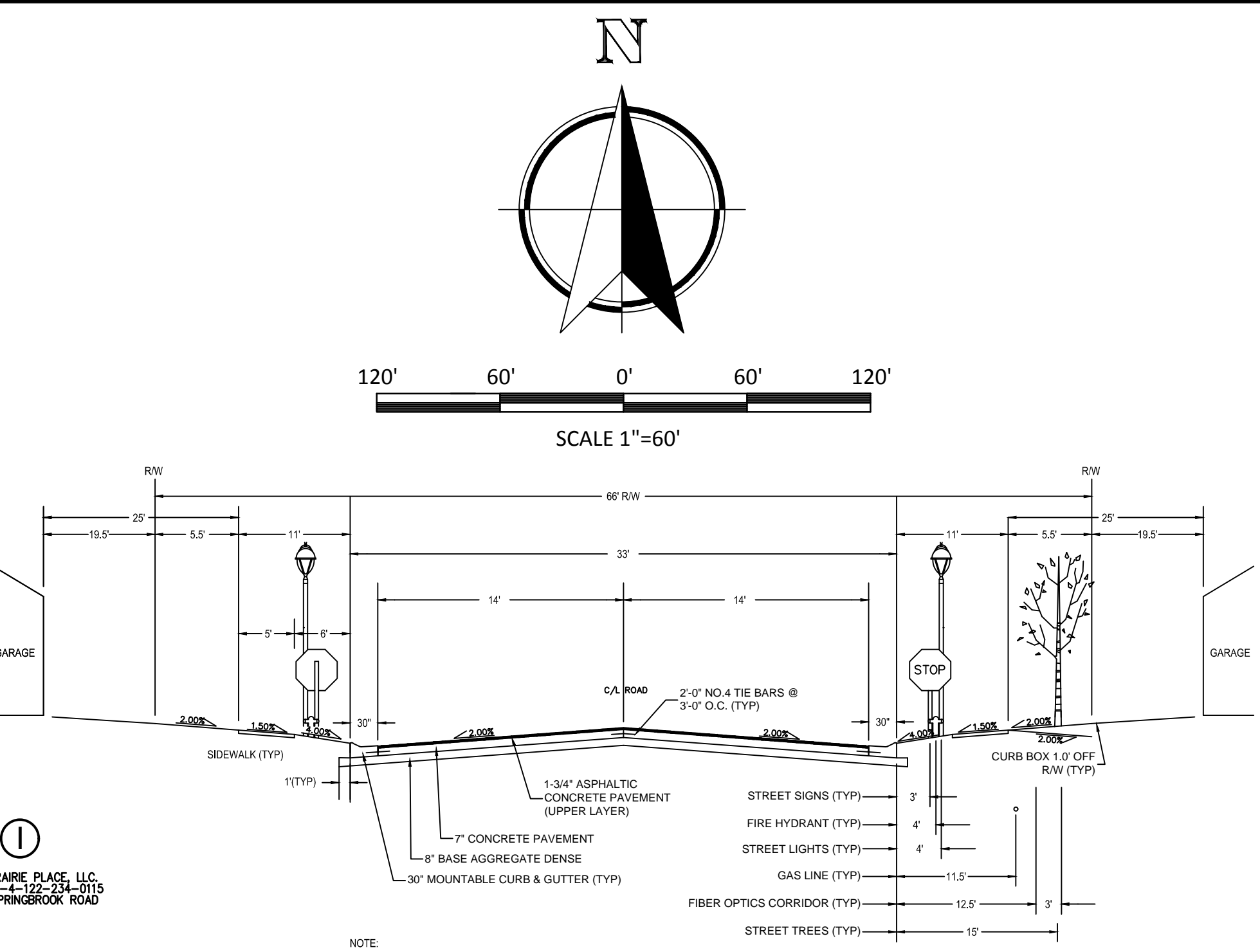
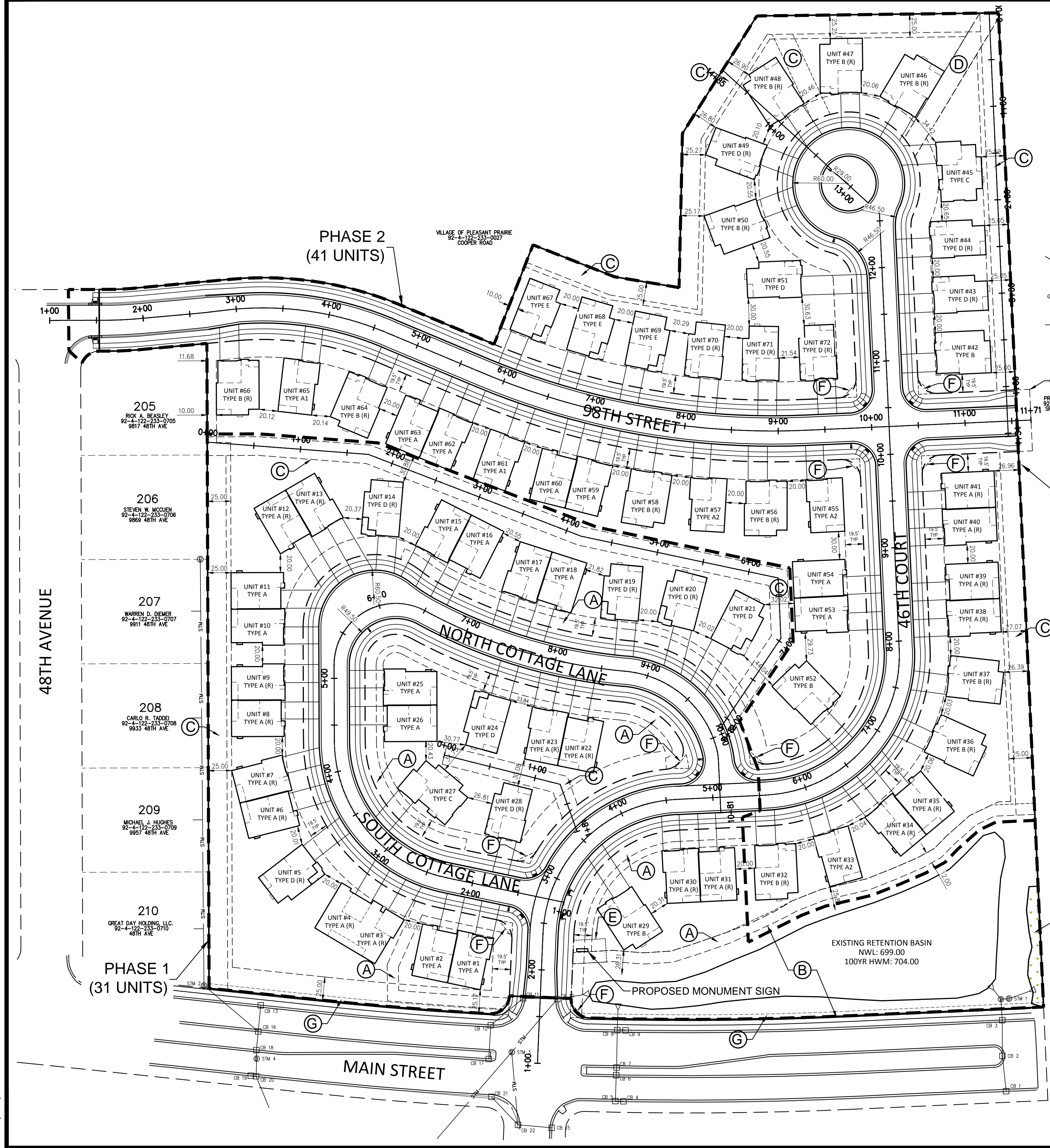
**mb**  
Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbasc.net

**THE COTTAGES AT VILLAGE GREEN CONDOMINIUM**  
EXISTING CONDITIONS SURVEY  
FOR  
**THE COTTAGES AT VILLAGE GREEN, LLC.**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

DATE	5/8/18
REVISION	
NO.	1
PHASE 2 UPDATE	

PROJ. MGR: MDE  
DRAFTED: NDB  
DATE: 2-15-2017  
CHECKED: MDE  
DATE: 4-19-2017  
2012.0111.05  
SHEET  
**2** OF 47

**ISSUE FOR CONSTRUCTION - 9-5-2017**



**MODIFIED RESIDENTIAL MINOR STREET CROSS SECTION**  
 DETAIL: RD - 1.1  
 SCALE: N.T.S.

**SITE DATA**  
 TAX ID NO: 91-4-122-233-0029  
 PARCEL AREA: 17.9 ACRES  
 PROPOSED ZONING: R-8 (PUD) & C-1  
 TOTAL UNITS: 72

- EASEMENTS**
- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
  - (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
  - (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
  - (D) DEDICATED EXISTING 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
  - (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT
  - (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT
  - (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT
  - (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT
  - (I) DEDICATED 15'x66' WATERMAIN, ACCESS AND MAINTENANCE EASEMENT

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927.  
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.



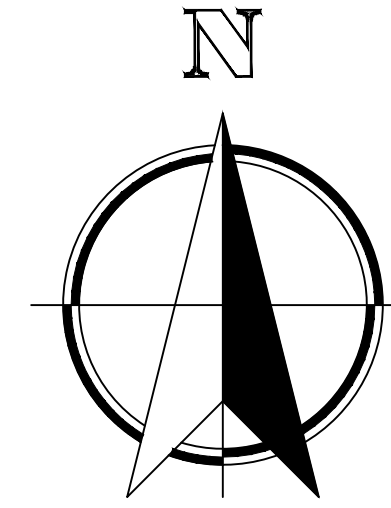
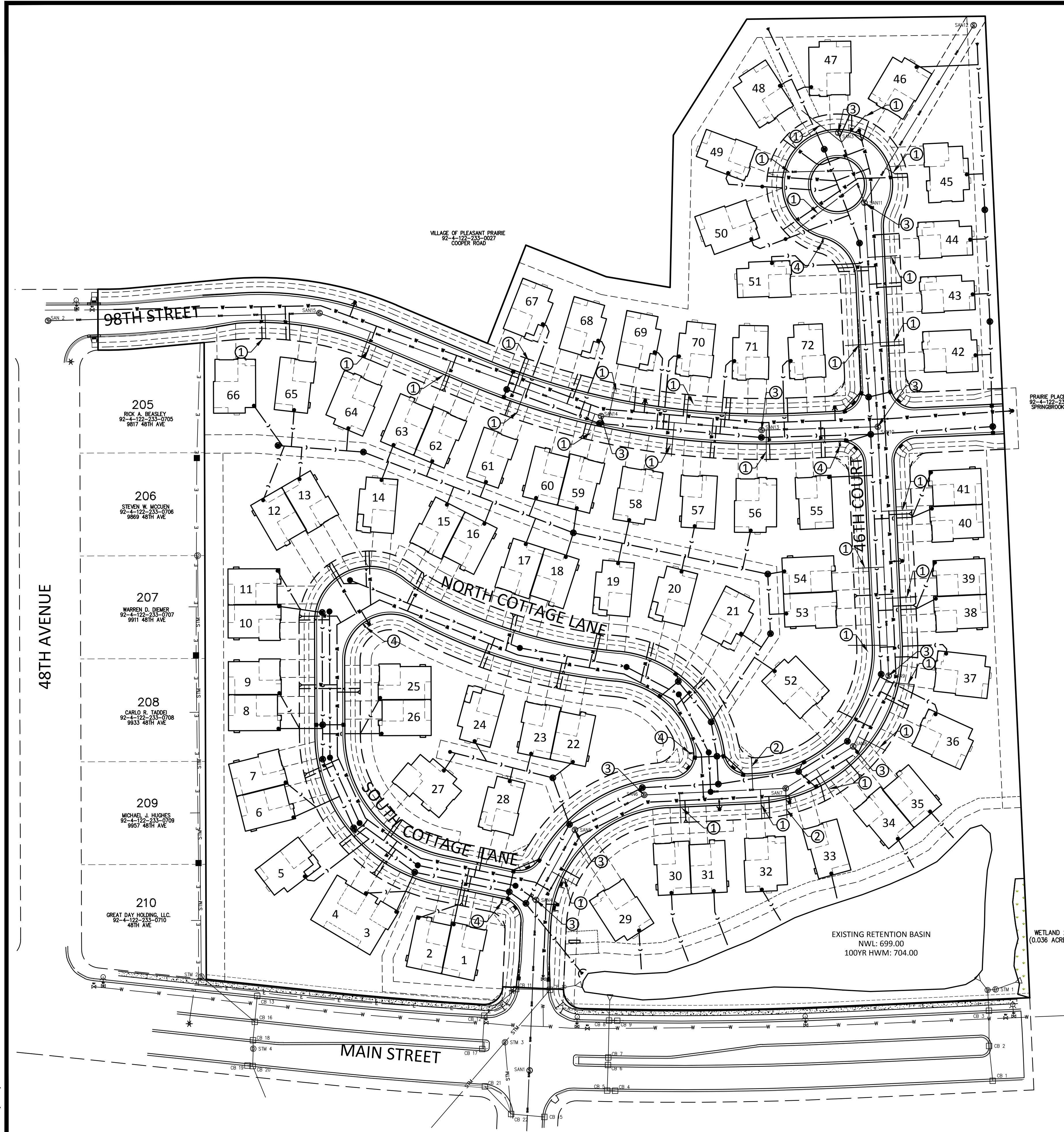
- LEGEND:**
- |                     |                        |                       |                         |
|---------------------|------------------------|-----------------------|-------------------------|
| ⊙ STORM MANHOLE     | ⊙ SANITARY MANHOLE     | ⊙ SIGN                | ⊙ GUARD POST            |
| □ CATCH BASIN       | — SAN — SANITARY SEWER | ⊙ YARD LIGHT          | ⊙ FOUND IRON PIPE       |
| — STM — STORM SEWER | ⊙ CLEAN OUT            | ⊙ DECIDUOUS TREE      | ⊙ WELL                  |
| □ MAILBOX           | ⊙ HYDRANT              | ⊙ CONIFEROUS TREE     | ⊙ SOIL CLASSIFICATION   |
| ⊙ HVAC              | ⊙ WATER VALVE          | ⊙ WATER CONTROL VALVE | ⊙ SOIL BORING           |
| ⊙ POWER POLE        | — W — WATER MAIN       | — OH — OVERHEAD WIRES | ■ PAD MOUNT TRANSFORMER |

**THE COTTAGES AT VILLAGE GREEN  
 CONDOMINIUM  
 DIMENSIONED SITE PLAN**  
 FOR  
 THE COTTAGES AT VILLAGE GREEN, LLC.  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

DATE	5/8/18
REVISION	1 PHASE 2 UPDATE
NO.	1
PROJ. MGR.	MDE
DRAFTED:	NDB
DATE:	2-15-2017
CHECKED:	MDE
DATE:	4-19-2017
2012.0111.05	
SHEET	
3 OF 47	

**ISSUE FOR CONSTRUCTION - 9-5-2017**

Tuesday, May 08, 2018 11:43:12 AM



**SITE UTILITY LEGEND**

- SW — EXISTING 8" SANITARY SEWER
- S — PROPOSED STORM SEWER (VARIOUS SIZES)
- S — PROPOSED 8" SANITARY SEWER
- W — PROPOSED 8" WATERMAIN
- ① EXISTING 6" SANITARY LATERAL (TO BE UTILIZED)
- ② EXISTING 6" SANITARY LATERAL (TO BE REMOVED)
- ③ EXISTING SANITARY MANHOLE TO BE RECONSTRUCTED USING NO MORE THAT 8" OF ADJUSTING RINGS TO ACHIEVE FINAL GRADE
- ④ LIGHT POLE LOCATION

**EXISTING UTILITY DATA**

STM 1 RIM 705.24 IE. 30" W 698.34 IE. 30" E 698.44	CB 6 RIM 704.18 IE. 15" S 701.38 IE. 15" N 701.18	CB 16 RIM 710.31 IE. 15" N 707.26 IE. 15" NW 707.26 IE. 15" S 707.21	SAN 1 RIM 704.97 IE. 8" N&S 695.32	SAN 11 RIM 712.99 IE. 8" S&NE 690.39 IE. 8" NW 703.24
STM 2 RIM 713.11 IE. 15" N 709.76 IE. 15" SE 709.71	CB 7 RIM 703.91 IE. 15" S 701.01 IE. 15" N 700.96	CB 17 RIM 705.00 IE. 15" NE 702.35	SAN 2 RIM 725.74 IE. 8" E 710.59	SAN 12 RIM 706.86 IE. 8" SW 689.56
STM 3 RIM 705.05 IE. 30" NE 700.55 IE. 15" S 700.75 IE. 24" SE 700.65	CB 8 RIM 704.13 IE. 15" S 700.63 IE. 15" N 700.48 IE. 15" E 700.58	CB 18 RIM 710.30 IE. 15" N 707.05 IE. 15" S 707.00	SAN 3 RIM 713.40 IE. 8" SE 703.95	SAN 13 RIM 715.22 IE. 8" E&W 705.57
STM 4 RIM 710.50 IE. 15" N 706.90 IE. 24" W 706.70 IE. 24" SE 706.55	CB 9 RIM 704.11 IE. 15" W 700.71	CB 19 RIM 710.44 IE. 15" E 706.39	SAN 4 RIM 707.73 IE. 8" S&NE 694.48	SAN 14 RIM 718.62 IE. 8" NW&E 708.12
CB 1 RIM 703.50 IE. 15" N 701.00	CB 10 RIM 705.31 IE. 36" E 699.96 IE. 30" SW 700.01 IE. 15" W 700.46	CB 20 RIM 710.23 IE. 24" S 706.18 IE. 24" N 706.28 IE. 15" W 706.28	SAN 5 RIM 708.31 IE. 8" SW&E 694.21	SAN 15 RIM 723.37 IE. 8" W&SE 709.42
CB 2 RIM 703.29 IE. 15" S 700.44 IE. 15" N 700.39	CB 11 RIM 705.42 IE. 15" E 701.37 IE. 15" SW 701.42	CB 21 RIM 705.22 IE. 15" SE 702.42	SAN 6 RIM 708.90 IE. 8" E&W 693.80 IE. 8" N 700.35	SAN 7 RIM 709.51 IE. 8" W&NE 693.16
CB 3 RIM 703.56 IE. 15" S 699.81 IE. 15" N 699.71	CB 12 RIM 705.28 IE. 15" NE 701.73 IE. 15" SW 701.98	CB 22 RIM 706.13 IE. 15" NW 702.03 IE. 15" N 701.98 IE. 15" E 702.03	SAN 8 RIM 709.78 IE. 8" SW&NE 692.78	SAN 9 RIM 710.26 IE. 8" N&S 692.41
CB 4 RIM 704.23 IE. 15" W 701.98	CB 13 RIM 710.38 IE. 15" S 707.68		SAN 10 RIM 711.68 IE. 8" N&S 691.32 IE. 8" W 691.52 IE. 8" W 703.68	
CB 5 RIM 704.23 IE. 15" E 701.83 IE. 15" N 701.78	CB 15 RIM 706.21 IE. 15" W 703.76			

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

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

- LEGEND:
- |                     |                        |                       |                         |
|---------------------|------------------------|-----------------------|-------------------------|
| ⊙ STORM MANHOLE     | ⊙ SANITARY MANHOLE     | ⊙ SIGN                | ⊙ GUARD POST            |
| □ CATCH BASIN       | — SAN — SANITARY SEWER | ⊙ YARD LIGHT          | ○ FOUND IRON PIPE       |
| — STM — STORM SEWER | ⊙ CLEAN OUT            | ⊙ DECIDUOUS TREE      | ⊙ WELL                  |
| □ MAILBOX           | ⊙ HYDRANT              | ⊙ CONIFEROUS TREE     | ⊙ SOIL CLASSIFICATION   |
| ⊙ HVAC              | ⊙ WATER VALVE          | ⊙ WATER CONTROL VALVE | ⊙ SOIL BORING           |
| ⊙ POWER POLE        | — W — WATER MAIN       | — OH — OVERHEAD WIRES | ⊙ PAD MOUNT TRANSFORMER |



Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS

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

THE COTTAGES AT VILLAGE GREEN  
CONDOMINIUM  
MASTER SITE UTILITY PLAN

FOR  
THE COTTAGES AT VILLAGE GREEN, LLC.  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	DATE
1	PHASE 2 UPDATE	5/8/18

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4 OF 47 SHEET

ISSUE FOR CONSTRUCTION - 9-5-2017



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**THE COTTAGES AT VILLAGE GREEN  
CONDOMINIUM**

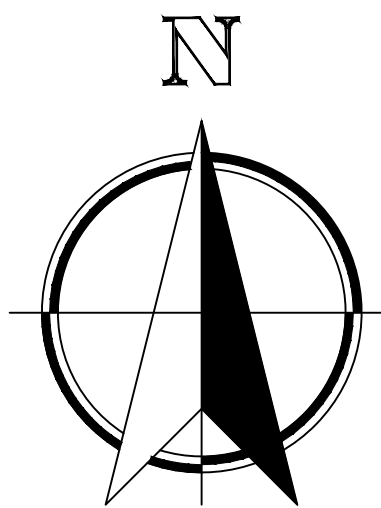
MASTER SITE GRADING PLAN (N)

FOR  
**THE COTTAGES AT VILLAGE GREEN, LLC.**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

**ISSUE FOR CONSTRUCTION - 9-5-2017**

**CONSTRUCTION SEQUENCING**

- OBTAIN ALL APPLICABLE PERMITS.
- ATTEND PRE-CONSTRUCTION MEETING AT VILLAGE HALL.
- NOTIFY WDNR OF PROJECT START DATE.
- INSTALL SILT FENCE, TEMPORARY GRAVEL TRACKING PAD, INLET PROTECTION AND CONSTRUCTION STAGING AREA.
- STRIP & STOCKPILE TOPSOIL. STABILIZE TOPSOIL STOCKPILE PER WDNR TECHNICAL STANDARDS.
- ROUGH GRADE ROADWAYS TO SUBGRADE ELEVATION.
- INSTALL UTILITY IMPROVEMENTS.
- FINE GRADE ROADWAY SUBGRADE AND CONDUCT PROOF ROLL.
- CORRECT DEFICIENT AREAS VIA UNDERCUTTING AND INSTALLING 3" T.B..
- INSTALL AGGREGATE BASE COURSE, CURB AND GUTTER AND PAVEMENT SECTIONS.
- FINISH GRADING INDIVIDUAL BUILDING PADS AND RESTORE DISTURBED AREAS.
- INSTALL SIDEWALKS, FINAL GRADE WITH TOPSOIL AND INSTALL LANDSCAPING FOR INDIVIDUAL LOTS AS THEY ARE COMPLETED (BY OWNER).
- REPEAT STEPS 7 THRU 14 PER PHASE 2 AND 3.
- REMOVE ALL EROSION CONTROL DEVICES ONCE APPROVED BY VILLAGE.



80' 40' 0' 40' 80'  
SCALE 1"=40'

CLEAR AND GRUB WITHIN PROPERTY LIMITS

CONTRACTOR TO GRADE OFFSITE TO ALLOW FOR PROPER DRAINAGE

TEMPORARY TOPSOIL STOCKPILE AREA

PRAIRIE PLACE, LLC.  
92-4-122-234-0115  
SPRINGBROOK ROAD

CLEAR AND GRUB EXISTING BRUSH ON EAST PROPERTY LINE (10± ONTO ADJACENT SITE)

VILLAGE OF PLEASANT PRAIRIE  
92-4-122-233-0027  
COOPER ROAD

205  
RICK A. BEASLEY  
92-4-122-233-0705  
9817 48TH AVE

206  
STEVEN W. MCCUEN  
92-4-122-233-0706  
9869 48TH AVE

**EARTHWORK NOTE**

AN ESTIMATED 16,000 CY OF MATERIAL WILL NEED TO BE HAULED OFF THE PROPERTY UPON COMPLETION OF THE 55 BUILDINGS (AN AVERAGE OF 220 CY OF MATERIAL PER BASEMENT).

**EASEMENTS**

- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- (D) DEDICATED EXISTING 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT
- (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT
- (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT
- (I) DEDICATED 15'x66' WATERMAIN, ACCESS AND MAINTENANCE EASEMENT

**LEGEND**

- 692 — FINISHED SPOT GRADES
- 702 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- PROPOSED DRAINAGE SWALE
- ⊗ STORM INLET PROTECTION
- SILT FENCE
- ▨ RETAINING WALL
- FFF: FINISHED FIRST FLOOR / TOP OF FOUNDATION (FINISHED YARD GRADE = FFF-0.67')

**UTILITY NOTE**

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

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

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.



- |                     |                        |                       |                           |
|---------------------|------------------------|-----------------------|---------------------------|
| ⊗ STORM MANHOLE     | ⊙ SANITARY MANHOLE     | ⊠ SIGN                | ⊗ GUARD POST              |
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| ⊠ MAILBOX           | ⊙ HYDRANT              | ⊗ CONIFEROUS TREE     | ⊙ WeB SOIL CLASSIFICATION |
| ⊠ HVAC              | ⊙ WATER VALVE          | ⊗ WATER CONTROL VALVE | ⊙ S1 SOIL BORING          |
| ⊠ POWER POLE        | — W — WATER MAIN       | — OH — OVERHEAD WIRES | ⊙ PAD MOUNT TRANSFORMER   |

Tuesday, May 08, 2018 11:43:22 AM

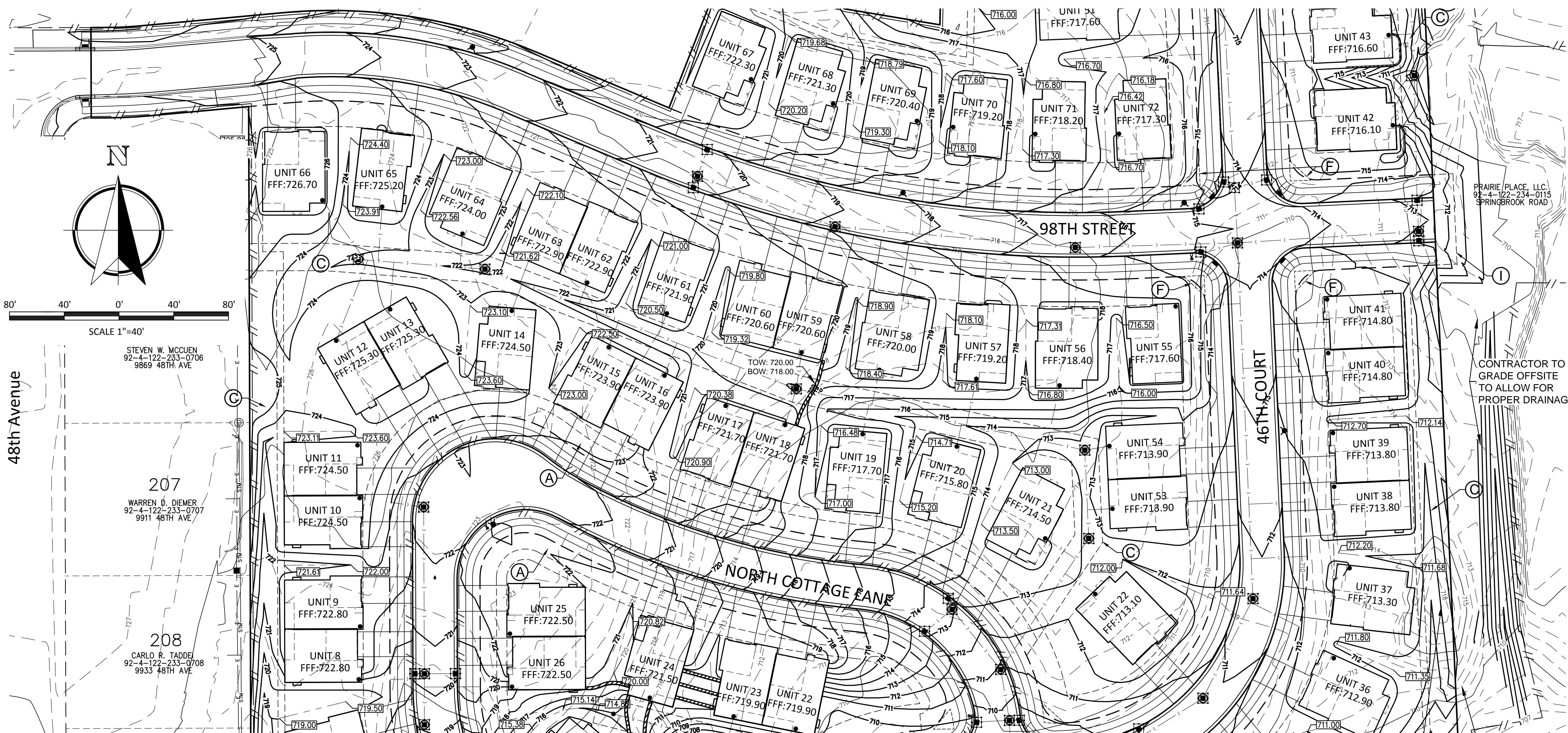
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NO.	REVISION	DATE
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2012.0111.05

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PRAIRIE PLACE LLC,  
 9844-122-234-0115  
 SPRINGCROOK ROAD

CONTRACTOR TO GRADE OFFSITE  
 TO ALLOW FOR PROPER DRAINAGE

EXISTING WASTE BERM TO BE REMOVED  
 CLEAR AND GRUB EXISTING  
 BRUSH ON EAST PROPERTY LINE  
 (10'± ONTO ADJACENT SITE)

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 COORDINATE SYSTEM, SOUTH ZONE. BASED  
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 GEODETIC DATUM OF 1929.



⊙ STORM MANHOLE	⊙ SANITARY MANHOLE	⊙ SIGN	⊙ GUARD POST
□ CATCH BASIN	—SAN— SANITARY SEWER	⊙ YARD LIGHT	⊙ FOUND IRON PIPE
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**EARTHWORK NOTE**

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**EASEMENTS**

- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
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**LEGEND**

- 604.88— FINISHED SPOT GRADES
- 692— EXISTING CONTOURS
- 702— PROPOSED CONTOURS
- PROPOSED DRAINAGE SWALE
- ⊙ STORM INLET PROTECTION
- SILT FENCE
- ▨ RETAINING WALL
- FFF: FINISHED FIRST FLOOR / TOP OF FOUNDATION  
 (FINISHED YARD GRADE = FFF-0.67')

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2012.0111.05  
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**6** OF **47**





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**THE COTTAGES AT VILLAGE GREEN  
CONDOMINIUM**

MASTER SITE GRADING PLAN (S)

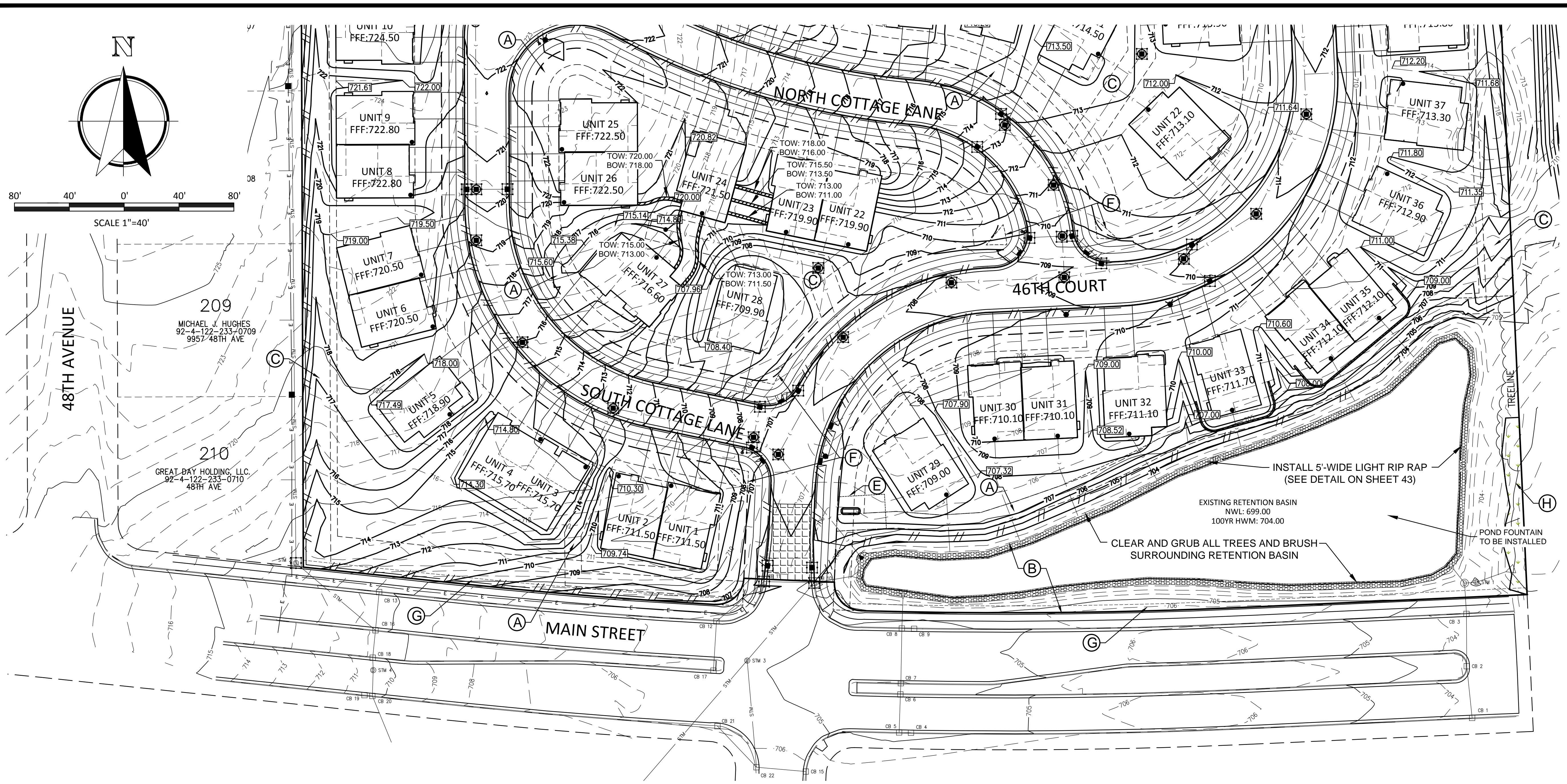
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VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

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**7** OF **47**



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⊙ STORM MANHOLE	⊙ SANITARY MANHOLE	⊙ SIGN	⊙ GUARD POST
⊙ CATCH BASIN	— SAN — SANITARY SEWER	⊙ YARD LIGHT	⊙ FOUND IRON PIPE
— STM — STORM SEWER	⊙ CLEAN OUT	⊙ DECIDUOUS TREE	⊙ WELL
□ MAILBOX	⊙ HYDRANT	⊙ CONIFEROUS TREE	⊙ WeB SOIL CLASSIFICATION
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**LEGEND**

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- 692 — EXISTING CONTOURS
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- — PROPOSED DRAINAGE SWALE
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- ▒▒▒▒▒ RETAINING WALL
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Tuesday, May 08, 2018 11:43:42 AM



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 CIVIL ENGINEERS AND LAND SURVEYORS

**THE COTTAGES AT VILLAGE GREEN  
 CONDOMINIUM**  
 INTERIM SITE GRADING & EROSION CONTROL PLAN  
 FOR  
**THE COTTAGES AT VILLAGE GREEN, LLC.**  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

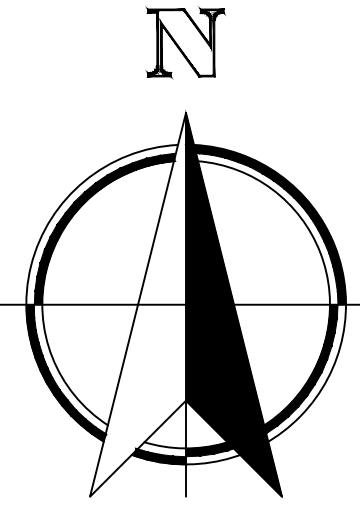
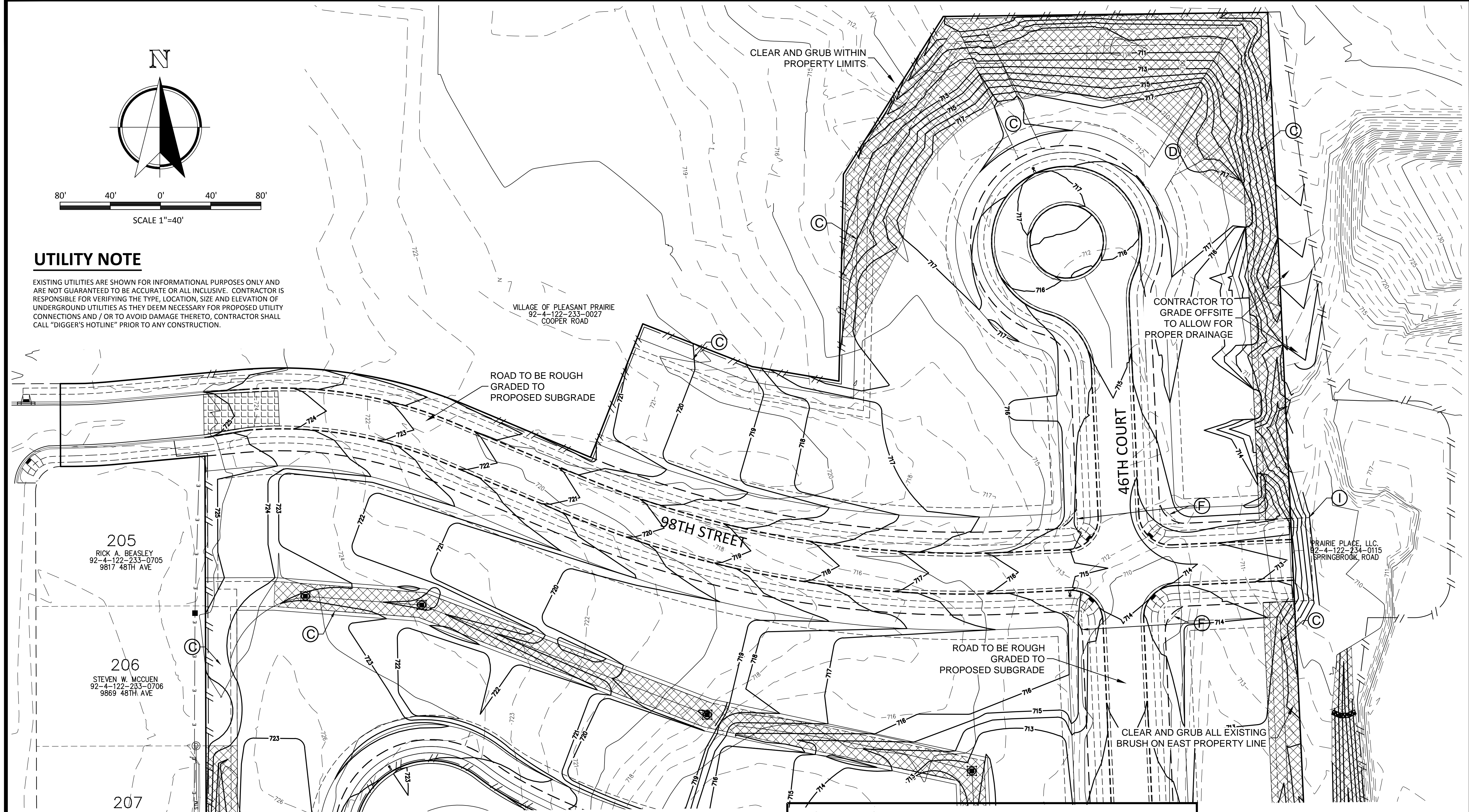
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 DATE: 6-20-2017

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 OF 47

**ISSUE FOR CONSTRUCTION - 9-5-2017**



80' 40' 0' 40' 80'  
 SCALE 1"=40'

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**INTERIM GRADING / RESTORATION NOTE**

INTERIM GRADING SHOWN INDICATES FINAL GRADE UP TO TEN FEET (10') OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS AREA SHALL BE GRADED TO WITHIN FOUR INCHES (4") OF FINAL GRADE (MINUS TOPSOIL) EXCEPT SIDEWALKS WHICH SHALL BE GRADED TO SUBGRADE.

INTERIM GRADING BEYOND TEN FEET (10') OUTSIDE THE RIGHT-OF-WAY INDICATES TEMPORARY ELEVATIONS.  
 ALL AREAS SHOWN TO BE COVERED WITH EROSION MAT ARE TO FINAL GRADE AND SHALL BE COVERED WITH 6" OF SALVAGED TOPSOIL, GRADED TO MATCH PROPOSED GRADES (UNLESS SHOWN OTHERWISE) WITH A MAXIMUM OF 4:1 SLOPE AND RESTORED WITH SEED, FERTILIZER AND EROSION MAT PER SPECIFICATIONS.

**EASEMENTS**

- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
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**LEGEND**

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- STORM INLET PROTECTION
- SILT FENCE
- GRAVEL TRACKING PAD
- EROSION MAT CLASS 1, TYPE B
- EROSION BALES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.  
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**DIGGERS HOTLINE**  
 Call 811 or (800) 242-8511  
 www.DiggersHotline.com

STORM MANHOLE	SANITARY MANHOLE	SIGN	GUARD POST
CATCH BASIN	SANITARY SEWER	YARD LIGHT	FOUND IRON PIPE
STORM SEWER	CLEAN OUT	DECIDUOUS TREE	WELL
MAILBOX	HYDRANT	CONIFEROUS TREE	SOIL CLASSIFICATION
HVAC	WATER VALVE	WATER CONTROL VALVE	SOIL BORING
POWER POLE	WATER MAIN	OVERHEAD WIRES	PAD MOUNT TRANSFORMER

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VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

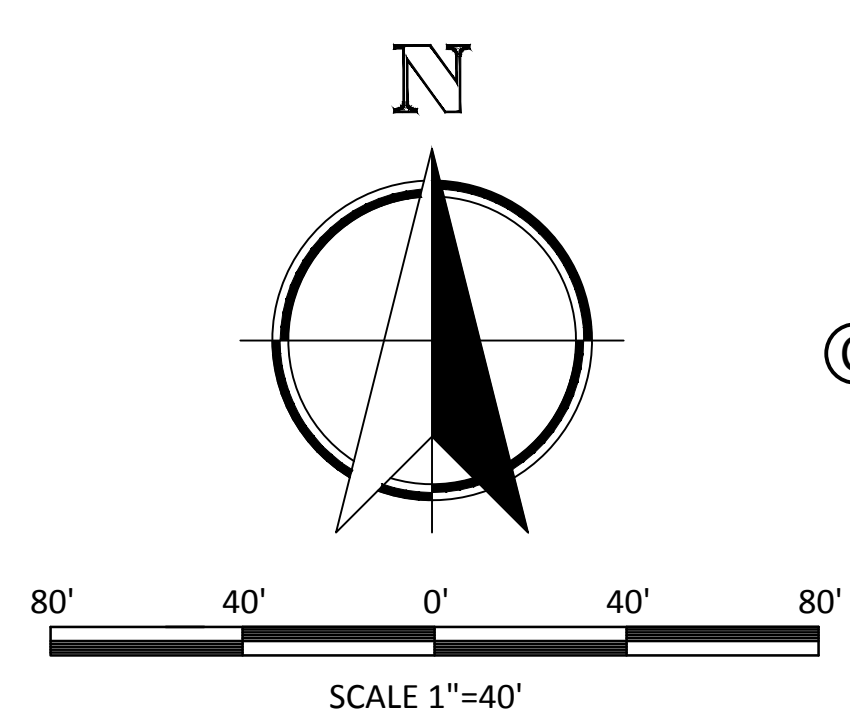
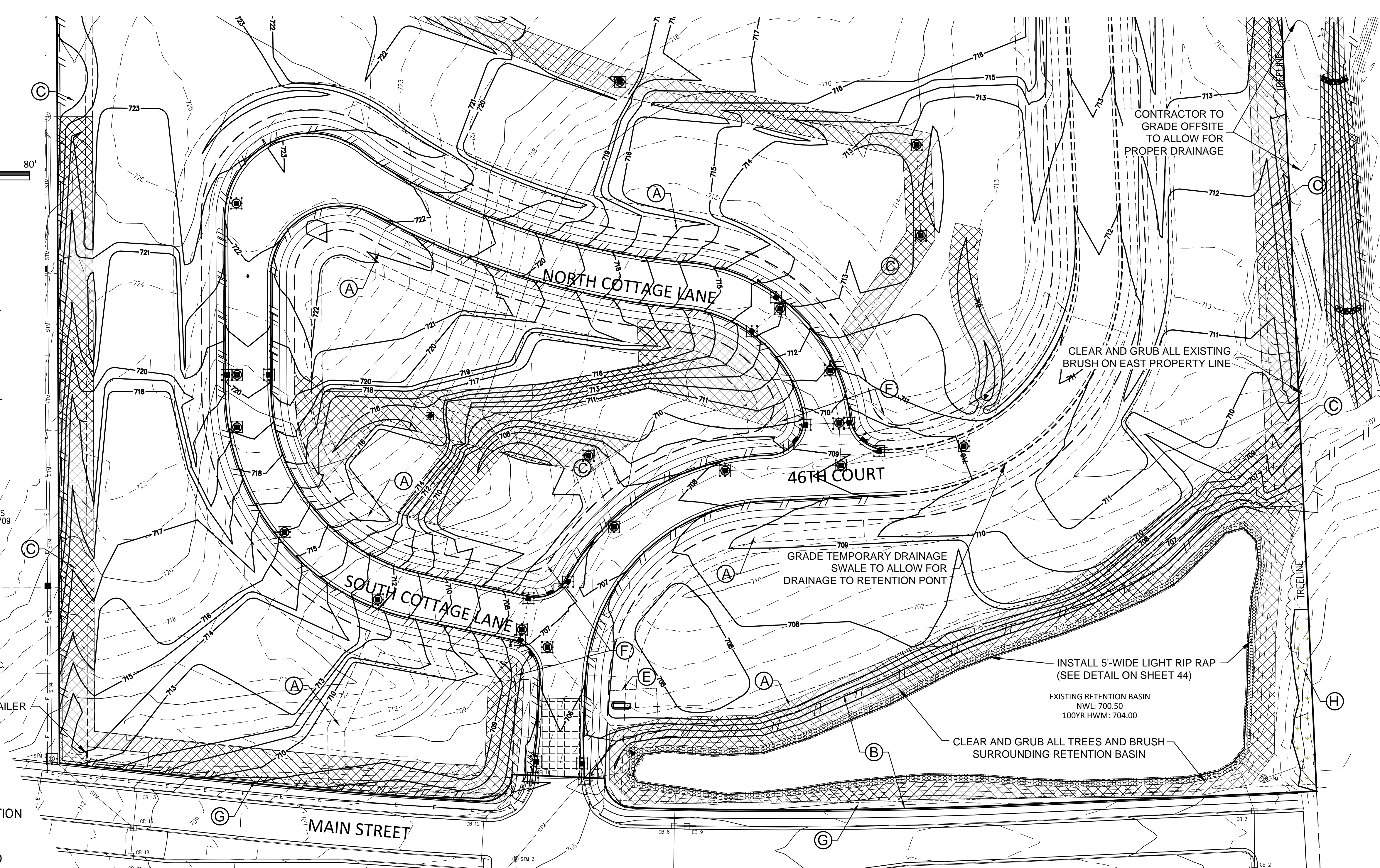
**ISSUE FOR CONSTRUCTION - 9-5-2017**

NO.	REVISION	DATE
1	PHASE 2 UPDATE	5/8/18

PROJ. MGR:	MDE
DRAFTED:	NDB
DATE:	6-19-2017
CHECKED:	MDE
DATE:	6-20-2017

2012.0111.05

SHEET  
**9** OF **47**



**INTERIM GRADING / RESTORATION NOTE:**

INTERIM GRADING SHOWN INDICATES FINAL GRADE UP TO TEN FEET (10') OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS AREA SHALL BE GRADED TO WITHIN FOUR INCHES (4") OF FINAL GRADE (MINUS TOPSOIL) EXCEPT SIDEWALKS WHICH SHALL BE GRADED TO SUBGRADE.

INTERIM GRADING BEYOND TEN FEET (10') OUTSIDE THE RIGHT-OF-WAY INDICATES TEMPORARY ELEVATIONS.

ALL AREAS SHOWN TO BE COVERED WITH EROSION MAT ARE TO FINAL GRADE AND SHALL BE COVERED WITH SIX INCHES (6") OF SALVAGED TOPSOIL, GRADED TO MATCH PROPOSED GRADES (UNLESS SHOWN OTHERWISE) WITH A MAXIMUM OF 4:1 SLOPE AND RESTORED WITH SEED, FERTILIZER AND EROSION MAT PER SPECIFICATIONS.

**48TH AVENUE**

209  
MICHAEL J. HUGHES  
92-4-122-233-0709  
9957 48TH AVE

210  
GREAT DAY HOLDING, LLC.  
92-4-122-233-0710  
48TH AVE

PORTABLE SALES TRAILER

**LEGEND**

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- STORM INLET PROTECTION
- — SILT FENCE
- GRAVEL TRACKING PAD
- EROSION MAT CLASS 1, TYPE B

**UTILITY NOTE**

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

**SILT FENCE NOTE**

UPON COMPLETION OF THE PAVEMENT INSTALLATION, SILT FENCE SHALL BE INSTALLED TIGHT TO THE BACK OF THE CURB FOR ALL PAVEMENT IN PHASE 1. (2,470 L.F.)

**RETENTION BASIN DREDGING NOTE**

UPON COMPLETION OF THE CLEARING AND GRUBBING OPERATION, THE CONTRACTOR SHALL PUMP DOWN THE BASIN AND REMOVE UP TO 12-INCHES (12") AVERAGE OF SEDIMENT FROM THE BASIN BOTTOM (DESIGN BOTTOM OF POND @ 693.50). THIS MATERIAL SHALL BE SPREAD ON SITE AS FILL MATERIAL (UP TO 1,250 CY)

UPON COMPLETION OF THE DREDGING OPERATION, THE BASIN'S SIDE SLOPES AND EMBANKMENTS SHALL BE RE-GRADED AS NECESSARY TO REMOVE ALL RUTS AND ROUGH AREAS, RE-TOPSOILED (AS NECESSARY) AND RESTORED WITH SEED, FERTILIZER AND STABILIZED WITH EROSION MAT.

CONTRACTOR IS TO COORDINATE WITH THE LANDSCAPER TO ENSURE TREES ARE INSTALLED PRIOR TO SIDE SLOP RESTORATION.

**EASEMENTS**

- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- (D) DEDICATED EXISTING 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT
- (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT
- (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT
- (I) DEDICATED 15'x66' WATERMAIN, ACCESS AND MAINTENANCE EASEMENT

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

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

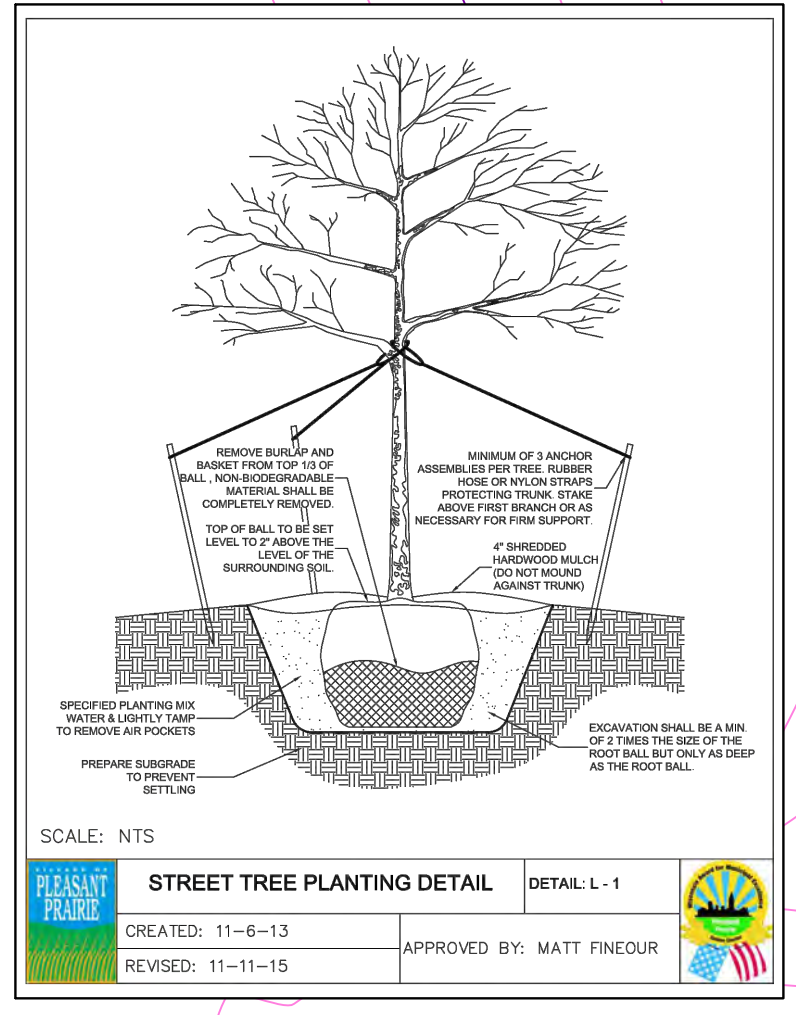
**LEGEND:**

- |               |                  |                     |                                |
|---------------|------------------|---------------------|--------------------------------|
| STORM MANHOLE | SANITARY MANHOLE | SIGN                | GUARD POST                     |
| CATCH BASIN   | SANITARY SEWER   | YARD LIGHT          | FOUND IRON PIPE                |
| STORM SEWER   | CLEAN OUT        | DECIDUOUS TREE      | WELL                           |
| MAILBOX       | HYDRANT          | CONIFEROUS TREE     | <b>WeB</b> SOIL CLASSIFICATION |
| HVAC          | WATER VALVE      | WATER CONTROL VALVE | SOIL BORING                    |
| POWER POLE    | WATER MAIN       | OVERHEAD WIRES      | PAD MOUNT TRANSFORMER          |

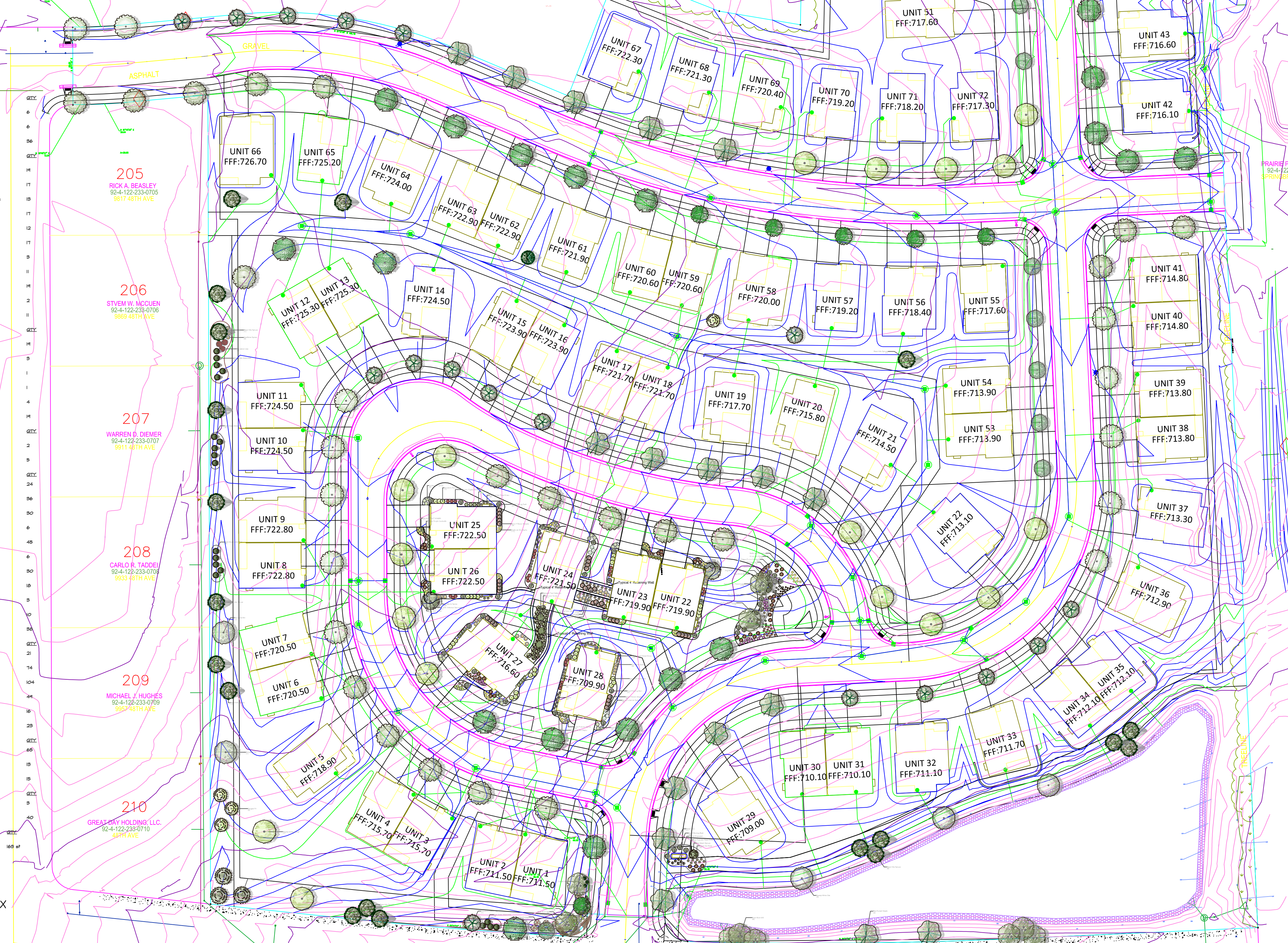
**DIGGERS HOTLINE**  
Call 811 or (800) 242-8511  
www.DiggersHotline.com

Tuesday, May 08, 2018 11:44:03 AM

Tuesday, May 08, 2018 11:44:03 AM



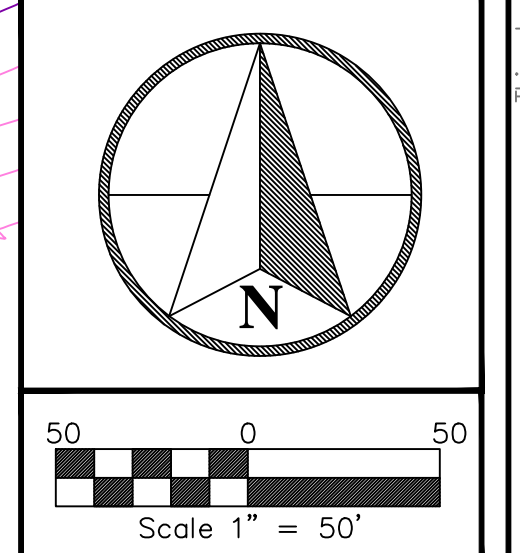
CONIFERS	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Juniperus squarata</i> Blue Star / Blue Star Juniper	5 gal			Mature to 3' to 4' - h x w	6
	<i>Taxus x media</i> 'Densiformis' / Dense Yew	5 gal	18"		Mature to 4' x 4' - h x w	6
	<i>Taxus x media</i> 'Mackaii' / Haha Yew	5 gal	24"		Mature to 4' x 4' - h x w	56
DECIDUOUS TREES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Acer freemanii</i> 'Autumn Blaze' / Autumn Blaze Maple	5 gal	24"		Mature to 40' x 20' - h x w	14
	<i>Acer rubrum</i> 'Red Sunset' / Red Sunset Maple	5 gal	24"		Mature to 50' x 20' - h x w	17
	<i>Betula nigra</i> / River Birch	5 gal	24"	8' h x 10' w	Mature to 45' to 55' - h x w	18
	<i>Gladiolus inoparthenus</i> 'Sylvia' / Sylvia Honey Locust	5 gal	24"		Mature to 50' x 20' - h x w	17
	<i>Gymnocladia dioica</i> / Kentucky Coffee Tree	5 gal	24"		Mature to 50' x 20' - h x w	12
	<i>Pinus collingiana</i> 'Cleveland Select' / Cleveland Select Pine	5 gal	24"		Mature to 40' x 20' - h x w	13
	<i>Quercus alba</i> / Swamp White Oak	5 gal	24"		Mature to 60' x 20' - h x w	9
	<i>Syringa reticulata</i> 'Yangtze' / Yangtze Tree Lilac	5 gal	24"		Mature to 25' x 15' - h x w	11
	<i>Tilia americana</i> 'Redmond' / Redmond American Linden	5 gal	24"		Mature to 25' x 15' - h x w	14
	<i>Ulmus x 'Acadole'</i> / Acadole Elm	5 gal	24"		Mature to 50' x 20' - h x w	2
	<i>Ulmus x 'Frontier'</i> / Frontier Elm	5 gal	24"		Mature to 25' x 15' - h x w	11
EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Picea glauca</i> 'Densata' / Black Hills Spruce	5 gal	6"		Mature to 40' x 15' - h x w	14
	<i>Picea pungens</i> / Colorado Spruce	5 gal	6"		Mature to 60' x 15' - h x w	9
	<i>Picea pungens</i> 'Fat Albert' / Fat Albert Spruce	5 gal	6"		Mature to 10' x 10' - h x w	1
	<i>Pinus strobus</i> / White Pine	5 gal	6"		Mature to 50' x 20' - h x w	1
	<i>Pseudotsuga menziesii</i> / Douglas Fir	5 gal	6"		Mature to 60' x 15' - h x w	14
	<i>Thuja occidentalis</i> 'Dark Green' / Dark Green Arborvitae	5 gal	6"		Mature to 20' x 10' - h x w	14
FLOWERING TREES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Anemone canadensis</i> 'Autumn Brilliance' / Autumn Brilliance Anemone	5 gal	6"		Mature to 25' x 15' - h x w	2
	<i>Hale sargentii</i> 'Tui' / Sargent's Crabapple	5 gal	24"		Mature to 6' - h x w	9
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Berberis thunbergii</i> 'Crimson Pigmy' / Crimson Pigmy Barberry	5 gal			Mature to 2' x 3' - h x w	24
	<i>Bomarea ovata</i> 'Compacta' / Dwarf Bunny Bush	5 gal	24"		Mature to 9' x 9'	36
	<i>Hydrangea arborescens</i> 'Annabelle' / Annabelle Hydrangea	5 gal			Mature to 5' to 4' - h x w	50
	<i>Isis virginica</i> 'Henry's Garnet' / Henry's Garnet Spineflower	5 gal			Mature to 9' x 9'	6
	<i>Riva aromatica</i> 'Sno-Lav' / Sno-Lav Sumac	5 gal			Mature to 25' x 5' - h x w	48
	<i>Spiraea japonica</i> 'Lanon Princess' / Little Princess Spirea	5 gal			Mature to 2' x 5'	60
	<i>Spiraea x bumalda</i> 'Goldflame' / Goldflame Spirea	5 gal			Mature to 5' x 5'	5
	<i>Spiraea x bumalda</i> 'Goldmound' / Goldmound Spirea	5 gal			Mature to 2' x 5'	18
	<i>Syringa vulgaris</i> 'Sensation' / Sensation Lilac	5 gal	5"		Mature to 10' x 10' - h x w	5
	<i>Viburnum dentatum</i> 'Arrowwood' / Arrowwood Viburnum	5 gal	50"		Mature to 10' x 10' - h x w	10
	<i>Yucca filifolia</i> 'Yucca TM' / Yucca TM	5 gal			Mature to 5' to 4' - h x w	34
ANNUALS/PERENNIALS	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	Assorted Assorted / Assorted Daylily	1 gal			Mature to 2' x 2'	21
	<i>Diarrhea deltoidea</i> 'Zing Rose' / Zing Rose Maiden Pink Dianthus	1 gal			Mature to 1'	14
	<i>Hemerocallis x 'Stella de Oro'</i> / Stella de Oro Daylily	1 gal			Mature to 18"	104
	<i>Heuchera micrantha</i> 'Palace Purple' / Palace Purple Coralbell	1 gal			Mature to 18"	24
	<i>Hosta / Hosta</i>	1 gal			Mature to 2' x 2' - h x w	44
	<i>Salvia x 'Sujavita's May Night'</i> / May Night Salvia	1 gal			Mature to 2' x 2'	28
GRASSES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Calamagrostis x canadensis</i> 'Karl Foerster' / Karl Foerster Reed Grass	1 gal			Mature to 2' x 3' - h x w	48
	<i>Festuca cuneata</i> 'Elijah Blue' / Elijah's Blue Fescue	1 gal			Mature to 10' x 15' - h x w	1
	<i>Sporobolus heterostachyus</i> / Prairie Dropseed	1 gal			Mature to 5' x 15' - h x w	15
ROSES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	Rose x 'Flower Carpet Pink' / Carpet Rose	5 gal			Mature to 2' x 3'	8
	Rose x 'Knock Out' / Knock Out Rose	5 gal			Mature to 5' x 5'	8
ORGANIC COVERS	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
	<i>Bombyx fortunei</i> 'Colorful' / Purple Leaf Pittenenger	1 qt				165 qt



\* All Individual Units to be landscaped per typical Duplex Or Single Unit Planting Plan per Sheet L4

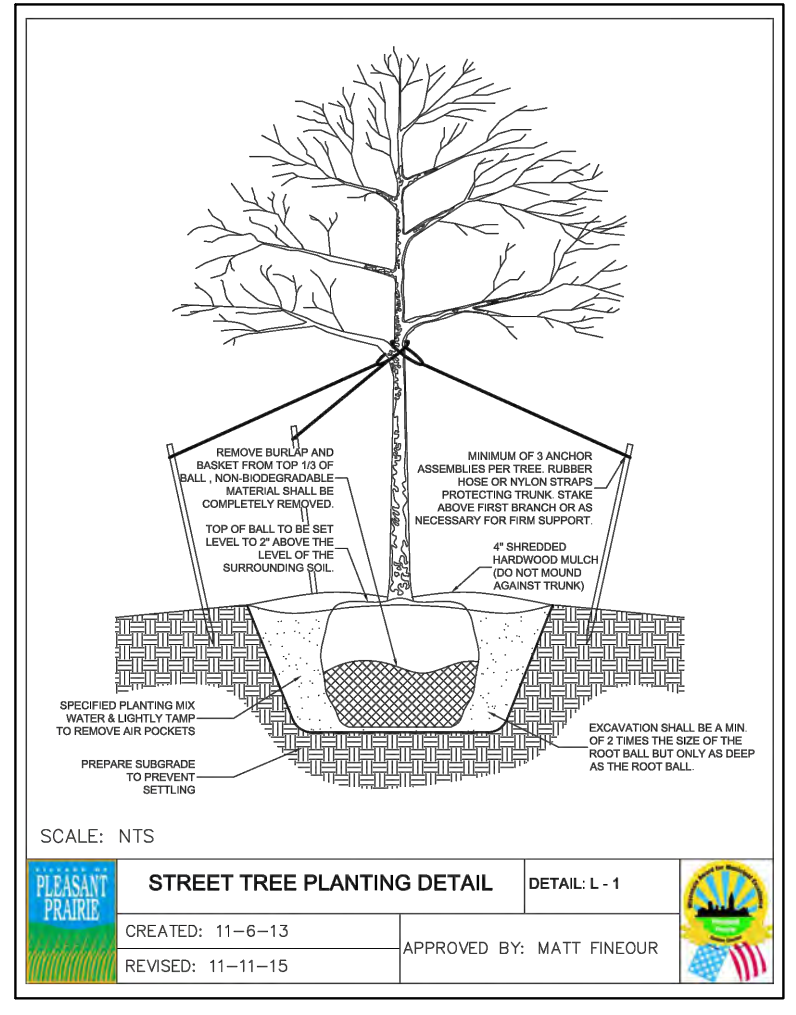
# The Cottages of Village Green

9110 Prairie Village Green Drive, Pleasant Prairie, WI

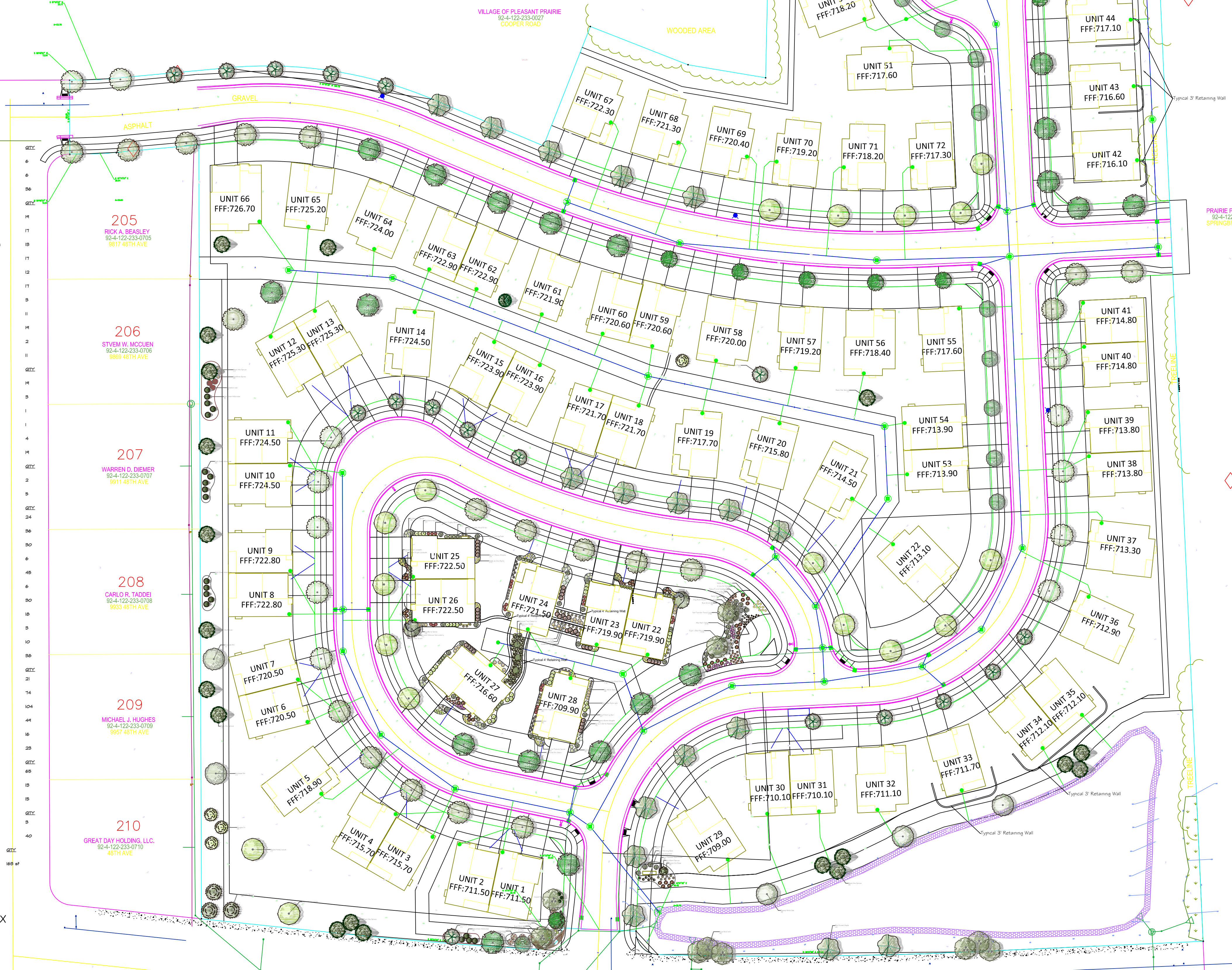


Designed By Mike Schierl  
 Drawn By Kathy Feucht  
 Date August 17th, 2017  
 Revised  
 Project # - 002324

Sheet  
**L1**



PLANT SCHEDULE	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	FIELDS	QTY.
<b>CONIFERS</b>	<i>Juniperus squamata</i> Blue Star / Blue Star Juniper	5 gal			Mature to 3' to 4' - h x w	6
	<i>Taxus x media</i> 'DensaForma' / Dense Yew	4 gal	18"		Mature to 4' x 4' - h x w	6
	<i>Taxus x media</i> 'Makel' / Make Yew	4 gal	24"		Mature to 4' x 4' - h x w	56
<b>DECIDUOUS TREES</b>						
	<i>Acer freemanii</i> 'Autumn Blaze' / Autumn Blaze Maple	4 gal	2 1/2 gal		Mature to 40' x 30' - h x w	14
	<i>Acer rubrum</i> 'Red Sunset' / Red Sunset Maple	4 gal	2 1/2 gal		Mature to 50' - h x w	17
	<i>Betula nigra</i> / River Birch	4 gal	8" x 10" H		Mature to 45' to 55' - h x w	19
	<i>Gladiolus inoparthenus</i> 'Sighna' / Sighna Honey Locust	4 gal	2 1/2 gal		Mature to 50' - h x w	17
	<i>Gymnocladia dioica</i> / Kentucky Coffee Tree	4 gal	2 1/2 gal		Mature to 50' - h x w	12
	<i>Ficus collina</i> 'Cleveland Select' / Cleveland Select Pear	4 gal	2 1/2 gal		Mature to 40' to 50' - h x w	13
	<i>Quercus alba</i> / Swamp White Oak	4 gal	2 1/2 gal		Mature to 60' x 40' - h x w	9
	<i>Syringa reticulata</i> 'Yang Shik' / Yang Shik Tree Lilac	4 gal	2 1/2 gal		Mature to 25' - h x w	11
	<i>Tilia americana</i> 'Madmond' / Madmond American Linden	4 gal	2 1/2 gal		Mature to 30' - h x w	14
	<i>Ulmus x 'Acadole'</i> / Acadole Elm	4 gal	2 1/2 gal		Mature to 50' x 20' - h x w	2
	<i>Ulmus x 'Frontier'</i> / Frontier Elm	4 gal	2 1/2 gal		Mature to 25' - h x w	11
<b>EVERGREEN TREES</b>						
	<i>Picea glauca</i> 'Densata' / Black Hills Spruce	4 gal	6"		Mature to 40' x 15" H	14
	<i>Picea pungens</i> / Colorado Spruce	4 gal	6"		Mature to 60' x 10' - h x w	3
	<i>Picea pungens</i> 'Fat Albert' / Fat Albert Spruce	4 gal	6"		Mature to 10' x 10' - h x w	1
	<i>Pinus strobus</i> / White Pine	4 gal	6"		Mature to 50' x 20' - h x w	1
	<i>Pseudotsuga menziesii</i> / Douglas Fir	4 gal	6"		Mature to 40' - h x w	4
	<i>Thuja occidentalis</i> 'Dark Green' / Dark Green Arborvitae	4 gal	6"		Mature to 30' x 10' - h x w	14
<b>FLORIBUND TREES</b>						
	<i>Anemone canadensis</i> 'Autumn Brilliance' / Autumn Brilliance Serviceberry	4 gal	6"		Mature to 25' - h x w	2
	<i>Hale sargentii</i> 'Tina' / Sargent's Tree Crookedberry	4 gal	2 1/2 gal		Mature to 6' - h x w	5
<b>SHRUBS</b>						
	<i>Berberis thunbergii</i> 'Crimson Pigeon' / Crimson Pigeon Barberry	5 gal			Mature to 2' x 3' - h x w	24
	<i>Bombyx elata</i> 'Compacta' / Dwarf Burning Bush	4 gal	24"		Mature to 5' x 5'	36
	<i>Hydrangea arborescens</i> 'Annabelle' / Annabelle Hydrangea	5 gal			Mature to 5' to 4' - h x w	6
	<i>Isis virginica</i> 'Henry's Garnet' / Henry's Garnet Sweetgum	5 gal			Mature to 5' x 5'	5
	<i>Riva aromatica</i> 'Sno-Low' / Sno-Low Sumac	5 gal			Mature to 25' x 5' - h x w	48
	<i>Spiraea japonica</i> 'Little Princess' / Little Princess Spiraea	5 gal			Mature to 2' x 5'	60
	<i>Spiraea x bumalda</i> 'Goldflame' / Goldflame Spiraea	5 gal			Mature to 5' x 5'	5
	<i>Spiraea x bumalda</i> 'Goldmound' / Goldmound Spiraea	5 gal			Mature to 2' x 5'	18
	<i>Syringa vulgaris</i> 'Sensation' / Sensation Lilac	4 gal	5"		Mature to 10' x 10' - h x w	9
	<i>Viburnum dentatum</i> 'Arrowwood' / Arrowwood Viburnum	4 gal	50"		Mature to 10' x 10' - h x w	10
	<i>Yucca filifolia</i> 'Tina' / Tina 4 Rose Yucca	5 gal			Mature to 5' to 4' - h x w	38
<b>ANNUALS/PERENNIALS</b>						
	Assorted Assorted / Assorted Daylily	1 gal			Mature to 2' x 2'	21
	<i>Dianthus deltoides</i> 'Zing Rose' / Zing Rose Maiden Pink Dianthus	1 gal			Mature to 1'	74
	<i>Hemerocallis x 'Stella de Oro'</i> / Stella de Oro Daylily	1 gal			Mature to 18"	104
	<i>Heuchera micrantha</i> 'Palace Purple' / Palace Purple Coralbell	1 gal			Mature to 18"	44
	<i>Hosta / Hosta</i>	1 gal			Mature to 2' x 2' - h x w	16
	<i>Salvia x 'Sujiviera'</i> 'May Night' / May Night Salvia	1 gal			Mature to 2' x 2'	28
<b>GRASSES</b>						
	<i>Comarostachys x austriaca</i> 'Karl Foerster' / Karl Foerster Reed Grass	1 gal			Mature to 2' x 5' - h x w	48
	<i>Festuca cernua</i> 'Elijah's Blue' / Elijah's Blue Fescue	1 gal			Mature to 10' x 15' - h x w	18
	<i>Sporobolus heterolepis</i> / Prairie Dropseed	1 gal			Mature to 5' x 15" - h x w	18
<b>ROSES</b>						
	<i>Rosa x 'Flower Carpet Pink'</i> / Flower Carpet Rose	5 gal			Mature to 2' x 5'	8
	<i>Rosa x 'Kobeism'</i> / Kobeism Rose	5 gal			Mature to 5' x 5'	40
<b>PERENNIALS</b>						
	<i>Bombyx fortunei</i> 'Colorata' / Purple Leaf Pimpernel	1 gal				168

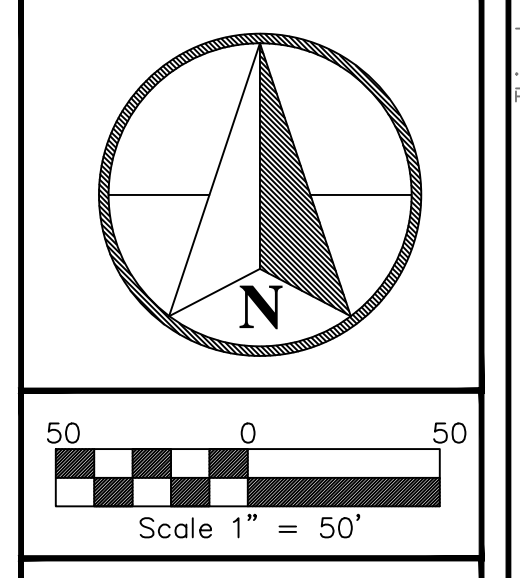


\* All Individual Units to be landscaped per typical Duplex Or Single Unit Planting Plan per Sheet L4



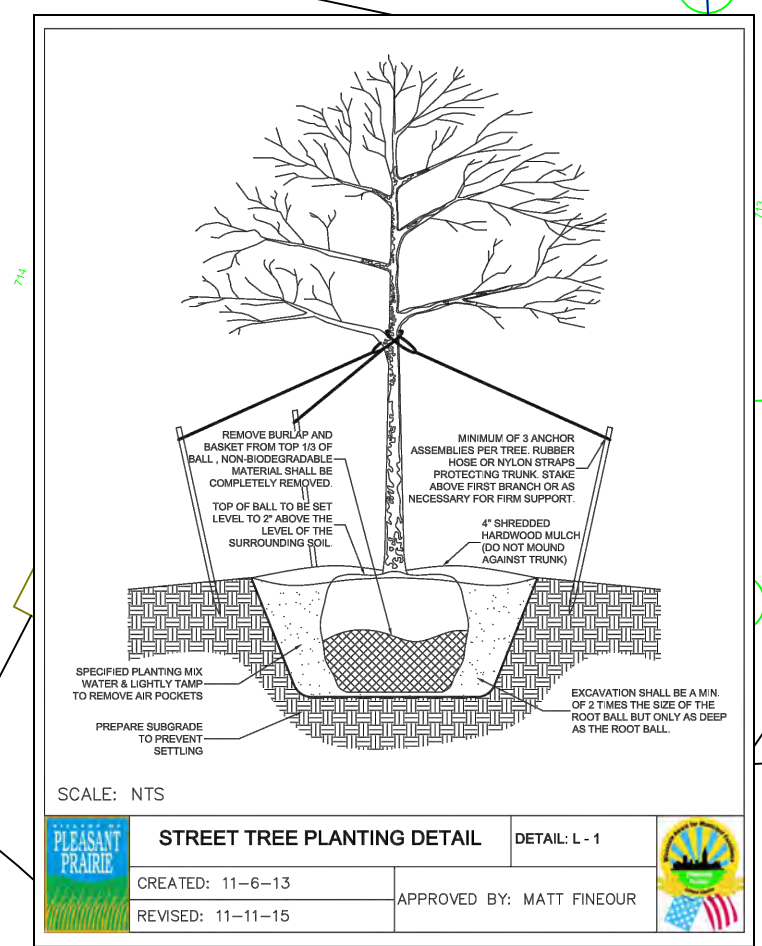
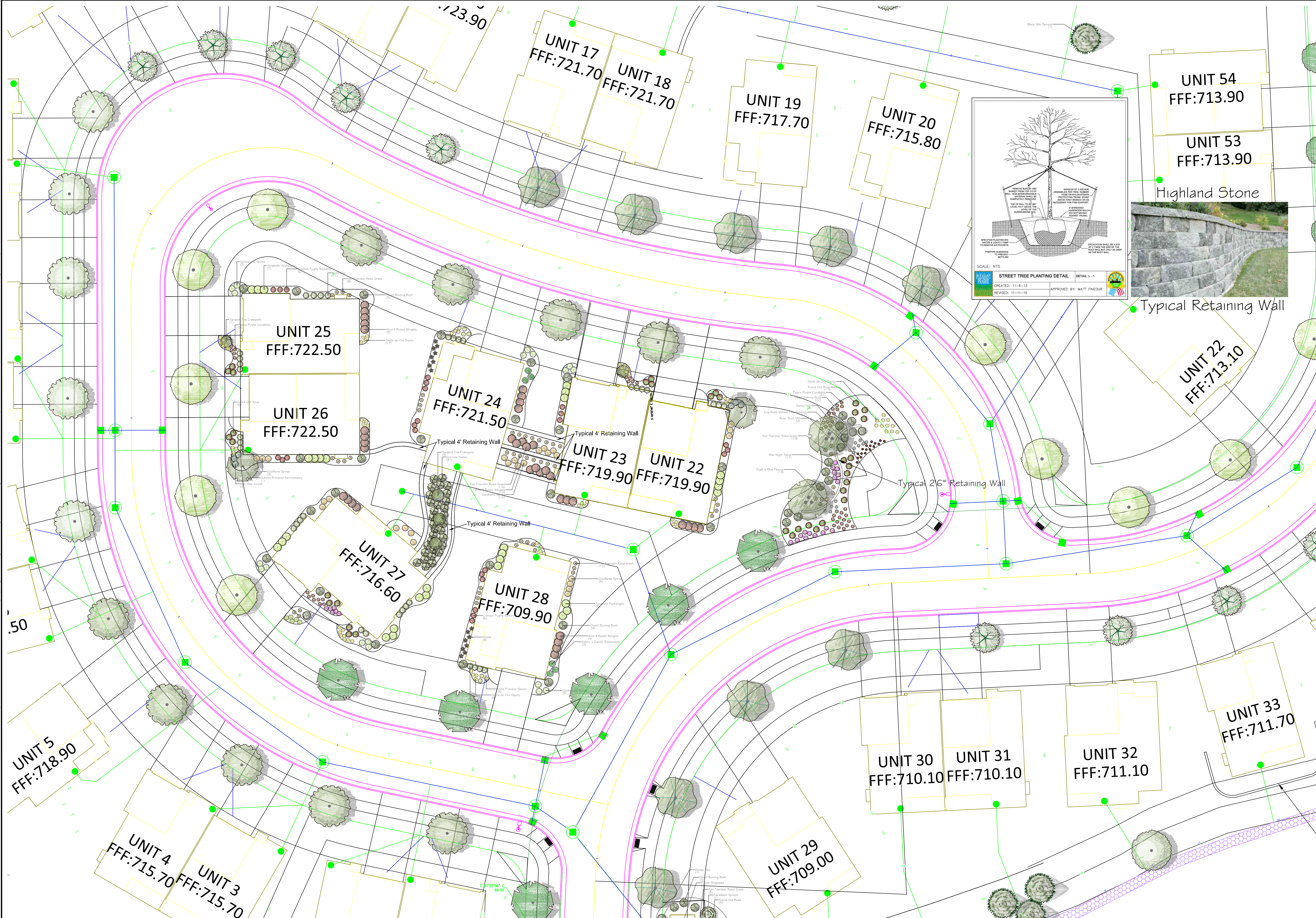
# The Cottages of Village Green

9110 Prairie Village Green Drive, Pleasant Prairie, WI



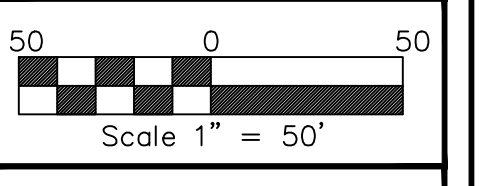
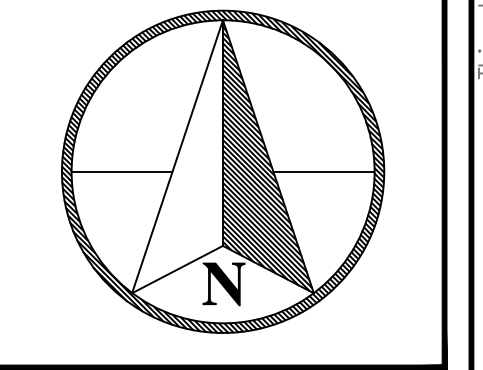
Designed By Mike Schierl  
 Drawn By Kathy Feucht  
 Date August 17th, 2017  
 Revised  
 Project # - 002324

Sheet  
**L2**



# The Cottages of Village Green

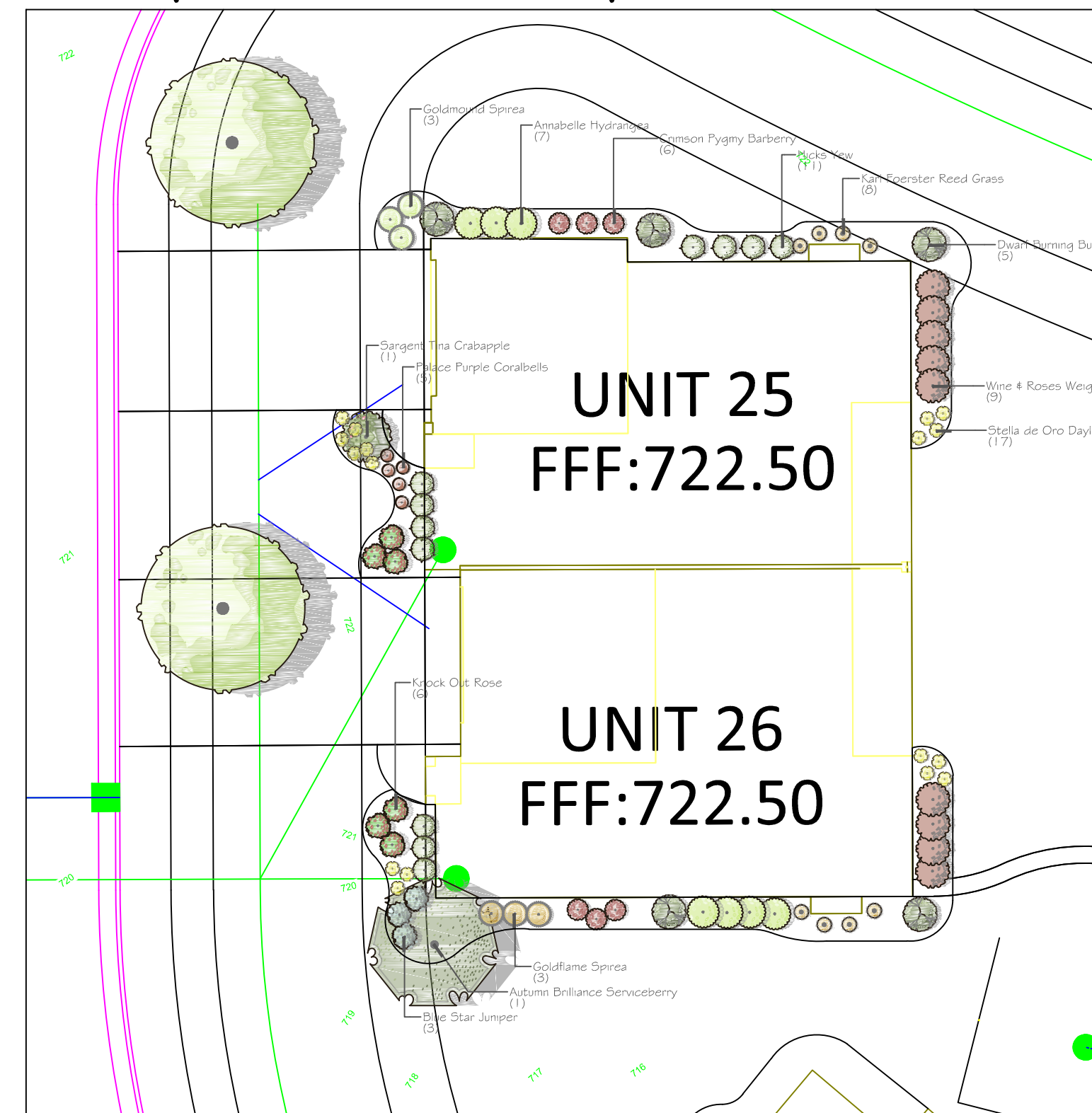
9110 Prairie Village Green Drive, Pleasant Prairie, WI



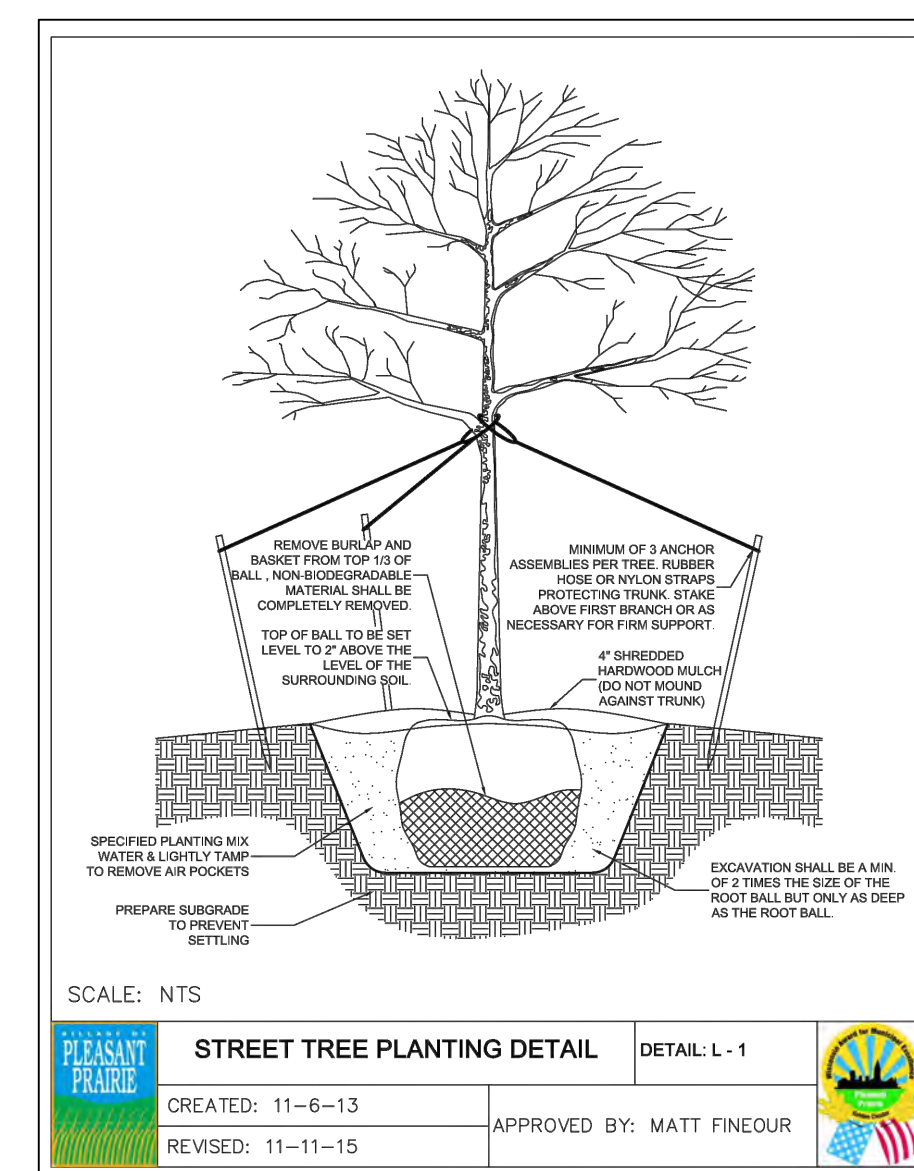
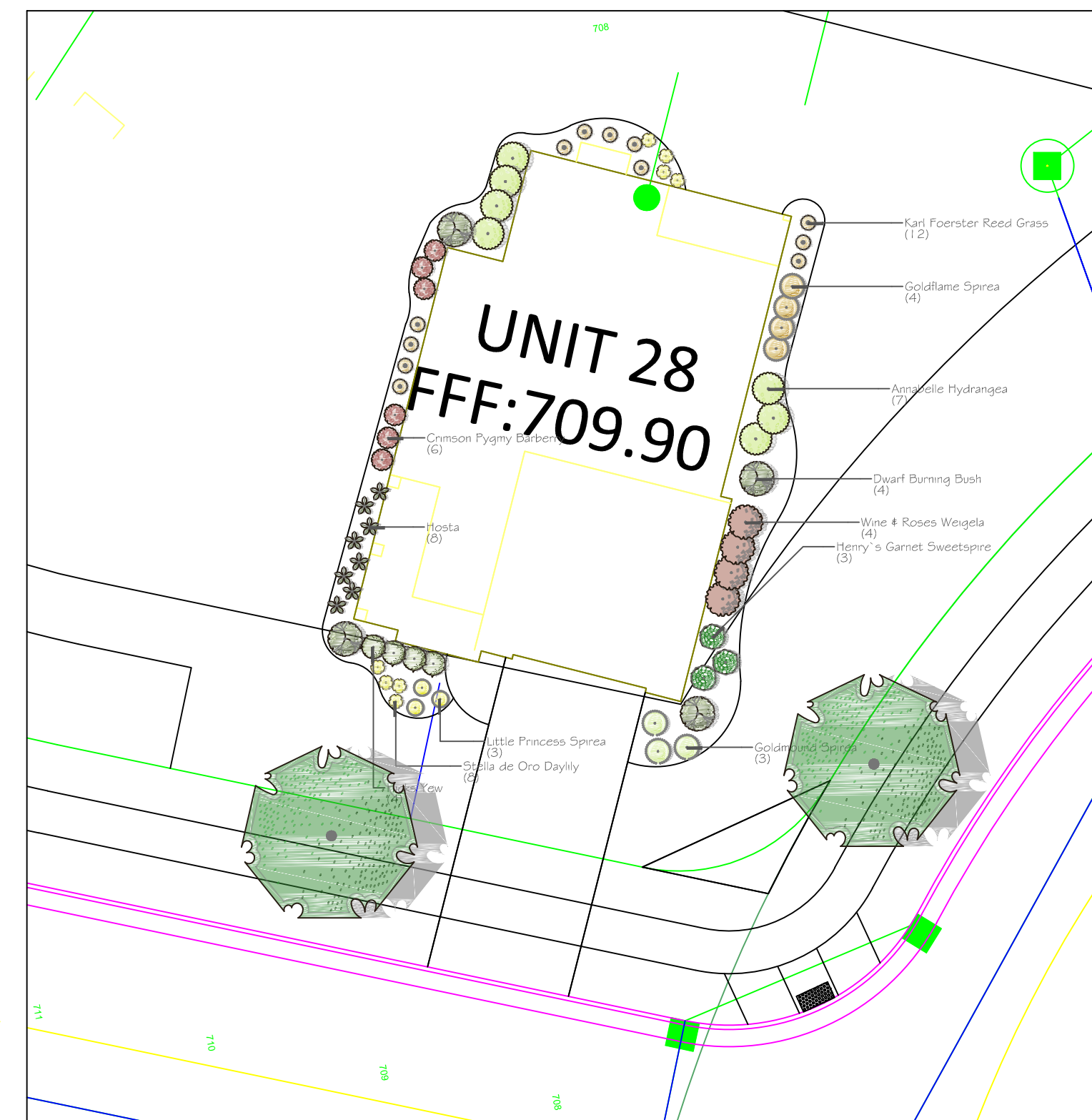
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Drawn By Kathy Feucht  
Date August 17th, 2017  
Revised  
Project # - 002324

Sheet  
**L3**

# Typical Duplex

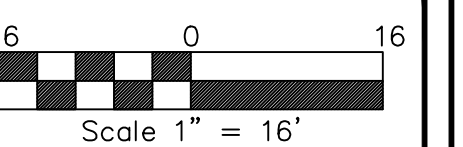
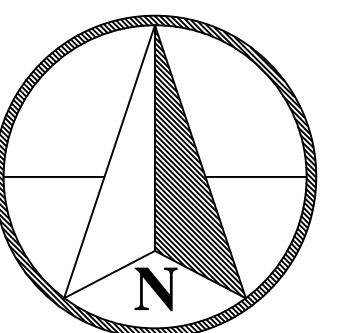


# Typical Single



## The Cottages of Village Green

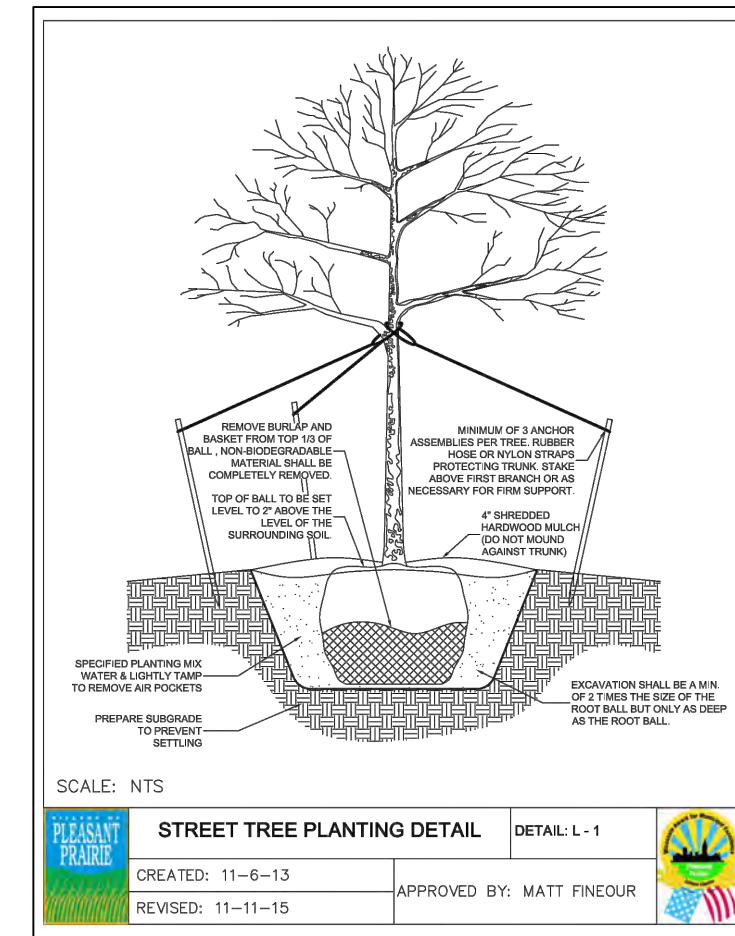
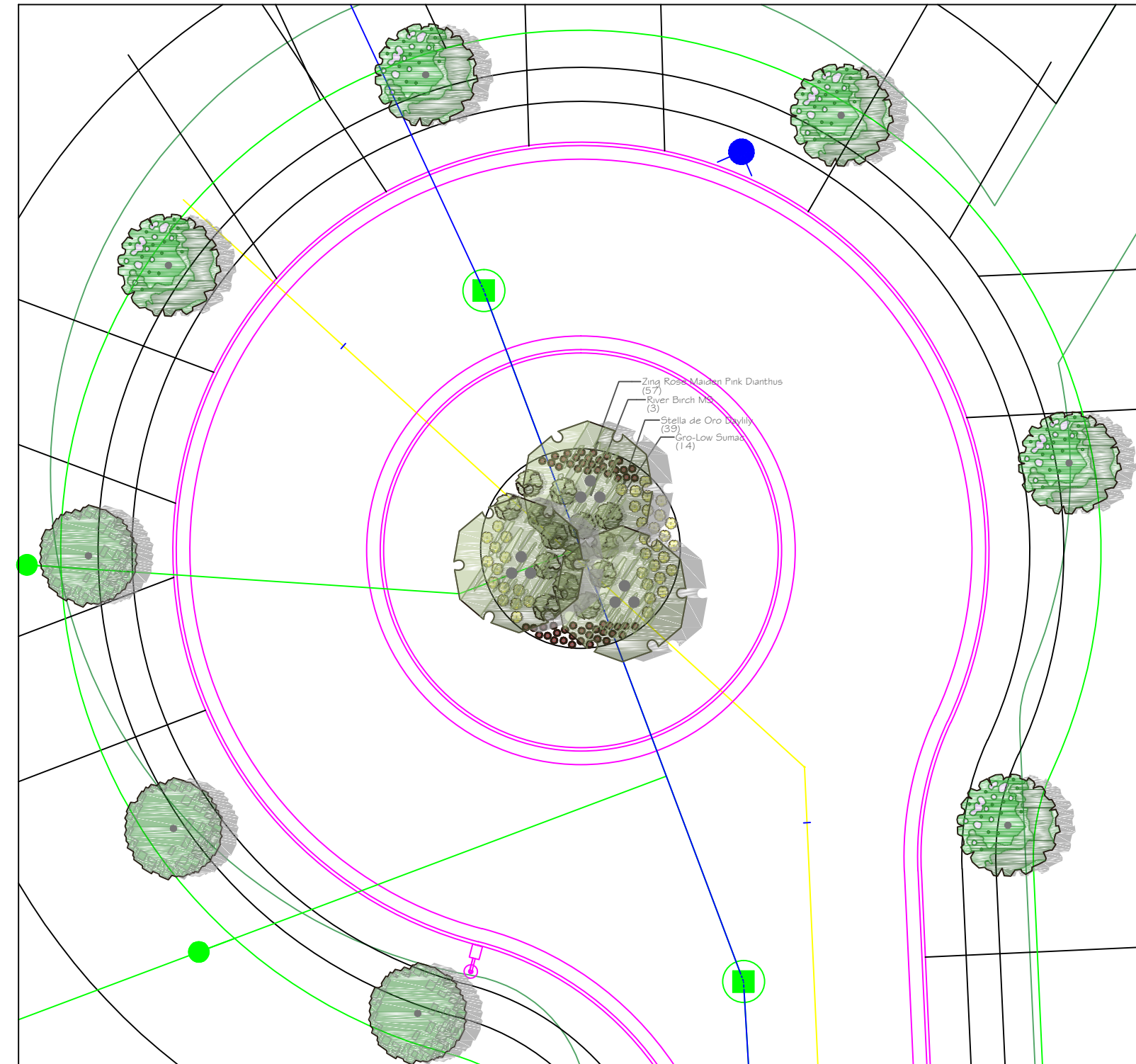
9110 Prairie Village Green Drive, Pleasant Prairie, WI



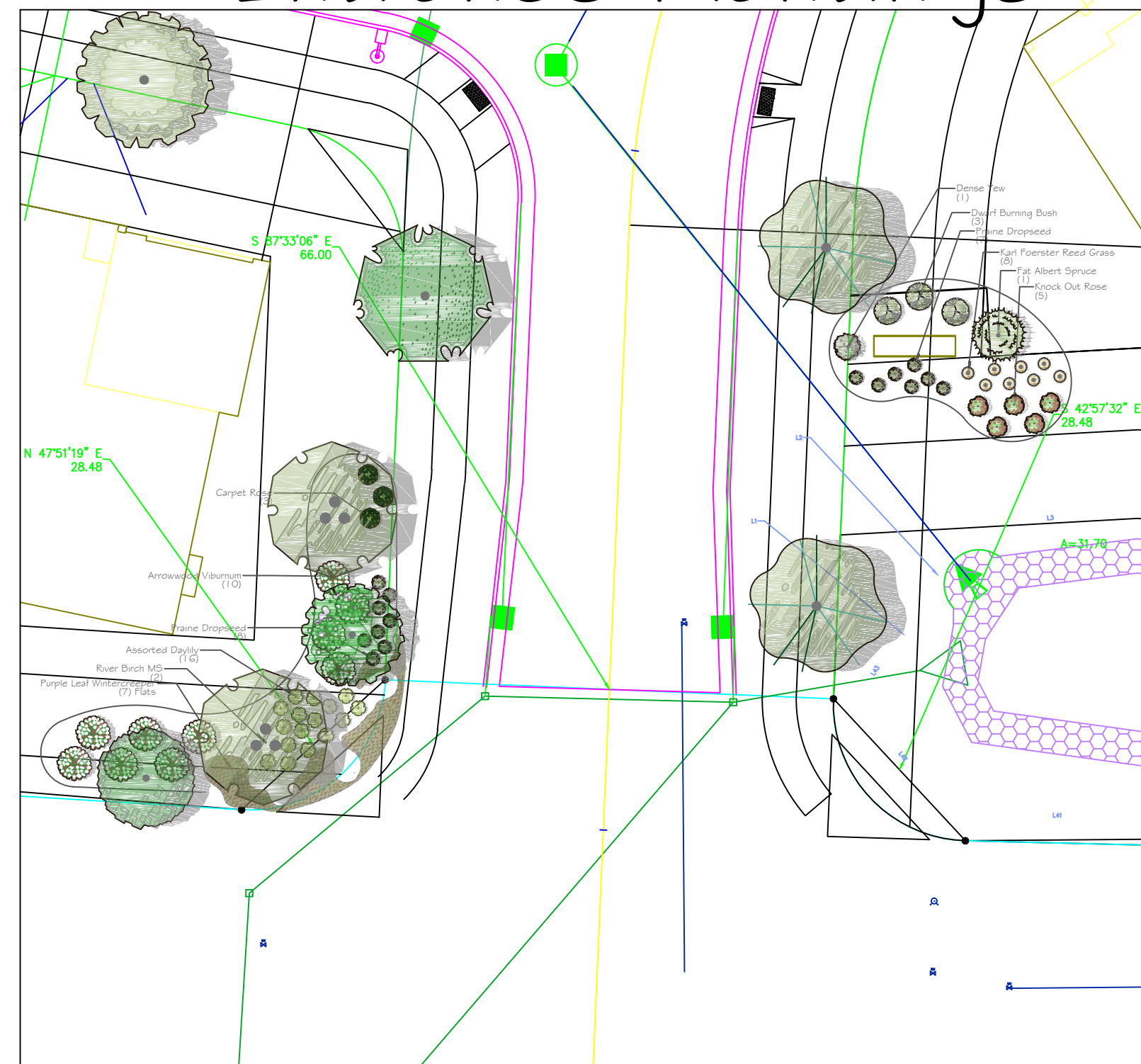
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Sheet  
**L4**

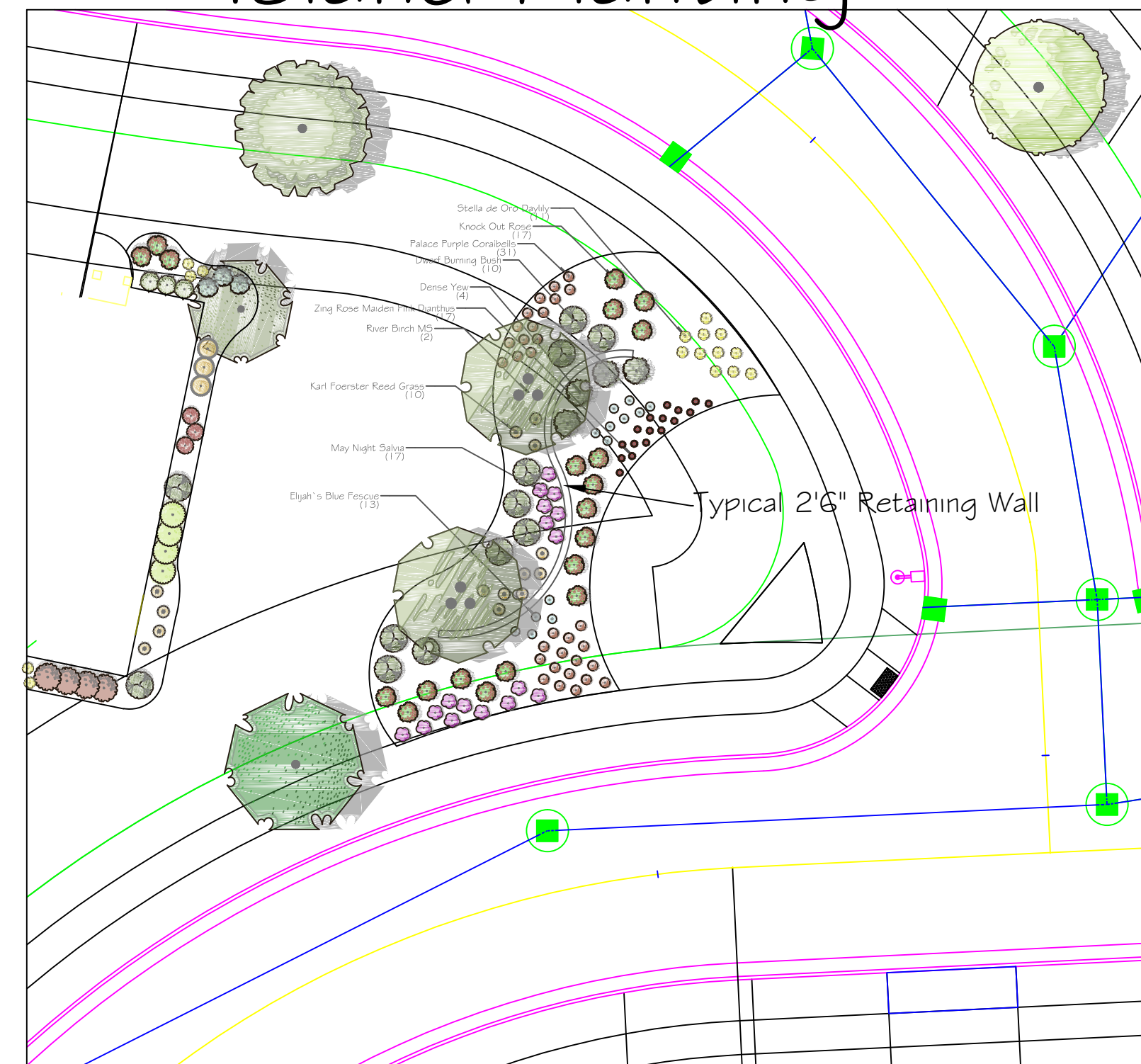
## Cul Du Sac



## Entrance Plantings

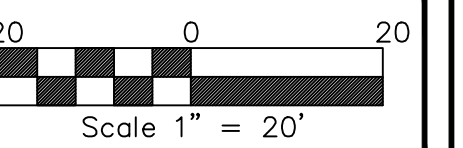
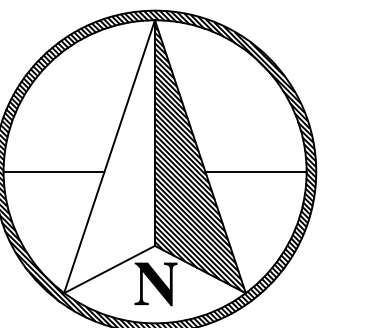


## Island Planting



# The Cottages of Village Green

9110 Prairie Village Green Drive, Pleasant Prairie, WI



Designed By Mike Schierl  
Drawn By Kathy Feucht  
Date August 17th, 2017  
Revised  
Project # - 002324

Sheet  
**L5**

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

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



**REQUIRED PUBLIC IMPROVEMENT COST SCHEDULE**

**ITEMIZED LETTER OF CREDIT AND CASH PAYMENTS COST BREAKDOWN FOR  
THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2**

<b>First Phase Improvements</b>		
<b>1 REESMAN'S EXCAVATING - Public Improvements</b>		
Public Sanitary Sewer		\$143,992.17
Public Water		\$312,914.25
Public Storm Sewer		\$290,870.32
Public Grading/Roadway		\$1,010,137.65
		<b>\$1,757,914.39</b>
<b>2 VILLAGE OF PLEASANT PRAIRIE</b>		
Sanitary Sewer & Storm Cleaning and Televising Cost Estimate		\$10,000.00
Street Signage Estimate		\$4,000.00
<b>3 VILLAGE PUBLIC WORKS/NIELSEN MADSEN BARBER SC</b>		
Village Inspections and Construction Services Estimate (1,757,914.39 x 8%)		\$140,633.15
Nielsen Madsen Barber Construction Staking, Layout, Surveying 8 7 2018 Estimate		\$49,800.00
<b>4 WE ENERGIES</b>		
Public Street Lighting Charges for 1 Street Light		\$4,386.14
<b>5 BREEZY HILL LANDSCAPING PUBLIC STREET TREES</b>		
		\$22,964.03
<b>SUM OF PUBLIC IMPROVEMENTS</b>		<b>\$1,989,697.71</b>
<b>SUBTOTAL OF IRREVOCABLE LETTER OF CREDIT</b>		
		<b>\$1,989,697.71</b>
<b>SUBTOTAL OF IRREVOCABLE LETTER OF CREDIT x 15% Contingency)</b>		
		<b>\$298,454.66</b>
<b>TOTAL OF IRREVOCABLE STANDBY LETTER OF CREDIT</b>		
		<b>\$2,288,152.37</b>
<b>CASH CONTRIBUTIONS</b>		
1 STH 165 Developer Upfront Contribution		\$50,000.00
2 STH 165 Roadway Improvements (\$694.44 for each of the 72 condominiums)*		<b>Paid w/building permit</b>
<b>CASH PAYMENTS: Cash payments due at or prior to closing.</b>		
1 Finance Dept. Administrative Processing Fee (.0050 x Total LOC)		\$11,440.76
2 Street Sweeping Cash Deposit		<b>On file</b>
3 Erosion Control Permit Fee		<b>Amendment to EC Permit</b>
4 Work in the Right of Way Permit Fee		<b>Amendment to ROW Permit</b>
5 Recording/Filing Fees		<b>Recorded/Paid by Developer</b>
6 Outstanding Taxes Paid (verified on August 16, 2018)		\$0.00
7 Impact Fees \$1,490.00/unit		<b>Paid w/building permit</b>
8 Sanitary Sewer Connection Fees		<b>Paid w/building permit</b>

**Tax Parcel Number: 92-4-122-233-2032**

**Developer: The Cottages at Village Green, LLC**

**Documents to be recorded by Developer:**

1. Condominium Plat - Phase 2
2. Declaration of Condominium, As Amended - Phase 2
3. By-Laws, as Amended - Phase 2
4. Memorandum of Development Agreement - Phase 2

# Budget



## Reesman's Excavating & Grading, Inc.

28815 Bushnell Road  
 Burlington, WI 53105  
 Phone:  
 Fax:

Quote To: The Cottages At Village Green LLC

Job Name: Cottages Phase 2 & 3  
 Date of Plans: 9-5-17  
 Date of Proposal: 5-4-18  
 Proposal Number: 18-053

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>FINAL PHASES</b>					
<b>SANITARY SEWER CONSTRUCTION</b>					
30	4" PVC Sanitary Lateral w/ Granular Backfill (3 E	260.00	LF	113.61	29,538.60
40	6" PVC Sanitary Lateral w/ Granular Backfill (2 E	40.00	LF	121.00	4,840.00
42	4" Vertical Riser Constructed on Existing Main (3	31.00	VF	725.00	22,475.00
50	Sanitary Riser to be Adjusted	7.00	EA	6,432.51	45,027.57
60	Sanitary Manhole to be Reconstructed	9.00	EA	4,679.00	42,111.00
<b>SUBTOTAL SANITARY SEWER</b>					<b>\$143,992.17</b>
<b>WATERMAIN CONSTRUCTION</b>					
90	8" Watermain w/ Granular Backfill	1,656.00	LF	77.04	127,578.24
92	8" Watermain w/ Slurry Backfill	100.00	LF	116.67	11,667.00
100	8" Gate Valves	6.00	EA	1,950.00	11,700.00
110	Hydrants	5.00	EA	5,481.91	27,409.55
120	6" Hydrant Lead w/ Granular Backfill	71.00	LF	94.50	6,709.50
130	6" Gate Valves	5.00	EA	1,233.62	6,168.10
140	1 1/2" Water Laterals Single (28 Each)	1,129.00	LF	81.96	92,532.84
143	1 1/2" Water Laterals Double(6 Each)	195.00	LF	115.02	22,428.90
150	Temporary Air Release Hydrant	1.00	EA	6,720.12	6,720.12
<b>TOTAL WATERMAIN</b>					<b>\$312,914.25</b>
<b>STORM SEWER</b>					
180	60" Diameter Storm Manholes	3.00	EA	4,958.02	14,874.06
190	48" Diameter Storm Manholes	7.00	EA	3,628.65	25,400.55
200	24" x 30" Rectangular Catch Basins	10.00	EA	2,713.10	27,131.00
210	Standard Beehive Catch Basins	2.00	EA	2,752.64	5,505.28
220	24" RCP (Class III) w/ Granular Backfill	443.00	LF	133.98	59,353.14
230	15" RCP (Class IV) w/ Granular Backfill	1,112.00	LF	81.85	91,017.20
240	12" RCP (Class V) w/ Granular Backfill	112.00	LF	60.42	6,767.04
250	15" HDPE w/Spoil Backfill	393.00	LF	45.00	17,685.00
260	15" RCP Endwall Outlet w/ Grate	1.00	EA	1,178.63	1,178.63
270	15" HDPE Endwall Outlet w/ Grate	1.00	EA	650.02	650.02

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
280	4" Sump Pump Lateral (41 Each)	980.00	LF	40.46	39,650.80
290	4" Perforated DPE / Wrapped Underdrain	160.00	LF	10.36	1,657.60
	<b>TOTAL STORM SEWER</b>				<b>\$290,870.32</b>
	<b>SITE WORK CONSTRUCTION FINAL PHASES</b>				
315	Mobilization	1.00	LS	9,954.00	9,954.00
320	Subgrade Prep	1.00	LS	69,540.00	69,540.00
325	Haul Off Excess Spoil	8,500.00	CY	9.60	81,600.00
335	Silt Fence & Backfill Curb	4,075.00	LF	6.10	24,857.50
340	Erosion Mat (Class I - Type "A")	5,105.00	SY	1.88	9,597.40
350	Temporary Seeding (2 lbs/1000 S.F.)	1.00	LS	13,100.00	13,100.00
360	Inlet Protection	21.00	EA	127.00	2,667.00
370	Salvaged Topsoil (4")	5,105.00	SY	1.05	5,360.25
390	Excavation Below Subgrade (Estimated)	400.00	CY	9.05	3,620.00
400	Granular Backfill for EBS (Estimated)	400.00	CY	57.92	23,168.00
410	Geotextile Fabric, Type SAS for EBS (Estimated)	130.00	SY	3.38	439.40
420	1 1/4" Aggregate Base Course	3,500.00	TN	27.27	95,445.00
430	1 3/4" Asphalt Concrete Pavement	700.00	TN	115.00	80,500.00
440	7" Concrete Pavement	6,310.00	SY	38.00	239,780.00
450	5" Concrete Sidewalk & Base Course	2,000.00	SY	55.00	110,000.00
460	6" Concrete Driveway & Base Course	3,020.00	SY	57.00	172,140.00
470	30" Type "D" Concrete Curb & Gutter	3,818.00	LF	16.95	64,715.10
490	Detectable Warning Field	60.00	SF	60.90	3,654.00
	<b>TOTAL SITE WORK CONSTRUCTION</b>				<b>\$1,010,137.65</b>
	<b>TOTAL SECOND PHASE IMPROVEMENT</b>				<b>\$1,757,914.39</b>
<b>GRAND TOTAL</b>					<b>\$1,757,914.39</b>

**NOTES:**

1) 2019 Curb/Gutter & Paving - Add \$23,000



Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS

August 7, 2018

**CONSTRUCTION RELATED SERVICES (CRS)  
PROPOSAL  
FOR  
THE COTTAGES AT VILLAGE GREEN  
CONDOMINIUM  
Phase II**

Nielsen Madsen + Barber will provide **construction related services** for **Phase II** of the above-referenced project as outlined below:

**PHASE 1 – PUBLIC IMPROVEMENT CONSTRUCTION RELATED SERVICES**

**TASK 1: CONSTRUCTION OVERSIGHT *consisting of the following:***

- Project oversight, responding to construction RFI's, Shop Drawing review and approval, processing of periodic pay requests, bid item measurements and tabulations, site visits, change order processing, punch list inspections, material testing coordination, letter of credit reductions, proof roll attendance and substantial completion inspections and certification letters.

**Estimated Cost: \$13,000**

**PHASE 2 – CONSTRUCTION STAKING & LAYOUT SERVICES**

**TASK 1: PUBLIC UTILITY CONSTRUCTION STAKING *consisting of the following:***

- Sanitary sewer lateral staking, watermain and lateral staking, storm sewer main and lateral staking, light pole staking and processing of cut sheets.

**Estimated Cost: \$13,000**



**TASK 2: PUBLIC ROADWAY & SITE IMPROVEMENTS STAKING *consisting of the following:***

- Survey control, contractor GPS control, erosion control, clearing & grubbing, roadway centerline, pavement subgrade, aggregate base course, concrete curb & gutter and concrete pavement staking.

**Estimated Cost: \$12,800**

**TASK 3: PUBLIC IMPROVEMENTS AS-BUILTS *including the following:***

- Roadway subgrade verification surveys and certifications.
- As-built Survey of the sanitary sewer system, watermain system, storm sewer system, roadway pavements, light pole locations and cabling, public sidewalks and retention basin modifications.
- Updating design plans with record drawing (as-built) information.
- Submitting the required paper and electronic copies of as-built documents to the Village for review and approval.

**Estimated Cost: \$11,000**

**Services listed in Phase 1 and Phase 2 above are estimated at \$49,800 and will be invoiced on a Time & Material basis.**

**PROPOSAL EXCLUSIONS**

**Public Improvements**

- 1) Materials testing and certifications for public improvements.
- 2) Construction related services related to improvements outside of Phase II.
- 3) Site visits in excess of 24 hours.
- 4) Full site as-built topographic survey (as may be required by the Village).
- 5) As-built ALTA surveys (other than listed above).

**PROPOSAL TERMS**

- 1) **Construction staking & layout is "one-time" only.**

The Cottages at Village Green – Phase II  
CRS – Public Improvements Proposal  
August 7, 2018

- 2) **Re-staking of lost or destroyed points and any “additional requested services” (other than the items specifically referenced in the above Scope of Services) will be provided on a Time & Materials basis.**
- 3) **Compensation for “additional requested services” shall be agreed upon prior to NMB providing service.**
- 4) **All “additional requested services” will be invoiced in accordance with the rates as shown on the attached “Standard Terms and Conditions” (Exhibit A).**
- 5) **Work completed to date will be billed once per month.**
- 6) **Payment in full is to be made upon receipt of invoiced amounts.**
- 7) **Unpaid invoices will be considered delinquent after 30 days and will accrue interest charges of 1 ½% per month, beginning from the date of the invoice.**
- 8) **Our Standard Terms and Conditions are attached as Exhibit A and hereby made part of this agreement via reference.**

Nielsen Madsen + Barber



Mark D. Eberle, P.E.  
Vice-President

Accepted by:

Name: Q. L. K. Samuel

Title: Member

Date: 9-1-18

File: T:/NMB Contracts/ 2012.0111.06 – Cottages at Village Green Condominium – PH II CRS Proposal (8-7-18)

**EXHIBIT A**  
**Nielsen Madsen + Barber**  
**STANDARD TERMS AND CONDITIONS**  
**(Effective January 1, 2015)**

**COMPENSATION**

Staff Type	Billing Rate/Hr.
Project Manager	\$135.00
Civil Engineer I	\$102.00
Civil Engineer II	\$ 92.00
Civil Engineer III	\$ 82.00
Design Engineer I	\$ 72.00
Design Engineer II	\$ 62.00
CADD Operator	\$ 90.00
Professional Land Surveyor I	\$122.00
Professional Land Surveyor II	\$100.00
Survey Crew Chief	\$ 92.00
Survey Assistant	\$ 64.00
Survey Line & Grade Specialist	\$ 76.00
Construction Services Manager	\$103.00
Field Engineer I	\$ 99.00
Field Engineer II	\$ 88.00
Construction Technician I	\$ 72.00
Construction Technician II	\$ 66.00
Construction Technician III	\$ 58.00
Project Assistant	\$ 54.00

**REIMBURSABLE EXPENSES**

Reimbursable expenses will be charged at cost plus a five percent (5%) service charge. Such expenses shall include, but not be limited to, travel, reproduction, shipping/delivery charges, document retrieval fees, sub-consultant and subcontractor fees, permitting & recording fees, specialized equipment rental and other specialized supply costs directly related to the execution of the specific project. Fixed rate reimbursable expenses will be charged as follows:

Travel (mileage)	\$0.535 / mile
Overnight/Courier Delivery	Actual Cost
Recorded Document Retrieval	Actual Cost
All Terrain Vehicle (ATV) Usage	\$40.00 / hour
Global Positioning System (GPS) Usage	\$40.00 / hour
Specialized Materials as Requested by Client	Actual Cost

Copy Charges (per sheet)	Black & White	Color
8.5" x 11"	\$0.10	\$0.15
8.25" x 14	\$0.10	\$0.20
11" x 17"	\$0.15	\$0.30
12" x 18"	\$0.15	\$0.30
18" x 24"	\$1.00	\$3.00
22" x 34"	\$1.75	\$5.00
24" x 36"	\$2.00	\$6.00
30" x 42"	\$3.00	\$8.80
36" x 36"	\$3.00	\$9.00
36" x 48"	\$5.00	\$10.00

**INVOICING**

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

**LIEN RIGHTS**

In order to comply with Wisconsin Statute 779.02 regarding notice to preserve lien rights, the following statutory notice is served upon the Owner/Owner's representative and is made a part of this proposal and/or contract: As required by the Wisconsin construction lien law, Nielsen Madsen & Barber, S.C. hereby notifies Owner/Owner's representative that persons or companies furnishing labor or materials for design / development or construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Nielsen Madsen & Barber, S.C., are those who contract directly with the Owner or those who give notice within 60 days after they first

furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Nielsen Madsen & Barber, S.C. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

**LIMITATION OF COSTS**

Nielsen Madsen & Barber, S.C. (NMB) will not be obligated to continue providing services or incur costs beyond the agreed upon fee unless Client agrees in writing to a revised cost.

**CLIENT'S RESPONSIBILITIES**

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

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

**COST OPINIONS**

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

**STANDARD CARE**

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

**INSURANCE**

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

Liability	Limits of Liability
Worker's Compensation and Employer's Liability	\$ 500,000 / incident
Comprehensive General Liability	\$1,000,000 / Occurrence
Comprehensive General Liability	\$2,000,000 / Aggregate
Professional Liability	\$2,000,000 / Occurrence
Automobile Liability	\$1,000,000 / Accident
Umbrella Liability	\$5,000,000 / Occurrence
Umbrella Liability	\$5,000,000 / Aggregate

Within the limits of this insurance, NMB agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of NMB. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, NMB's cost of obtaining such coverage, limits or certificates shall be reimbursable by the Client.

**TERMINATION**

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



7530 - 288th Avenue  
 Salem, WI 53168  
 262-537-2111 (262) 537-4080 (262) 843-3886  
 FAX (262) 537-3434  
 www.breezyhillnursery.com  
 contact@breezyhillnursery.com

**SALES QUOTE**

**Sales Quote No.:** SQ-145749  
**Sales Quote Date:** 08/09/18  
**Page:** 1

**Sell To:**  
 Cottages of Village Green  
 Doug Stanich  
 9110 Prairie Village Drive  
 Pleasant Prairie, WI 53158

**Ship To:**  
 Cottages of Village Green  
 Doug Stanich  
 9110 Prairie Village Drive  
 Pleasant Prairie, WI 53158

**Customer ID:** C20282  
**SalesPerson:** Mike Schierl

**Ship Via:**

**Terms:** Due upon receipt

Description	Unit	Quantity	Unit Price	Total Price
Street Trees - Phase II				
Street Trees	Each	67	300.00	20,100.00
Shredded Hardwood Std Mulch Double Ground	Cubic Yard	15	33.00	495.00
Mulch New Install (over 2")	Cubic Yard	15	26.00	390.00
Preemergent Installed	Cubic Yard	15	12.00	180.00
Shipping & Mobilization	Fee By Job	0.03	21,165.00	634.95

Please sign below to confirm order.

X \_\_\_\_\_

<b>Amount Subject to Sales Tax</b>	<b>Amount Exempt from Sales Tax</b>	<b>Subtotal:</b>	21,799.95
21,165.00	634.95	<b>Invoice Discount:</b>	0.00
		<b>Total Sales Tax:</b>	1,164.08
		<b>Total:</b>	22,964.03



## Jean Werbie-Harris

---

**From:** Laura DeLaRosa  
**Sent:** Wednesday, August 15, 2018 8:06 AM  
**To:** Jean Werbie-Harris  
**Subject:** FW: Phase 2 Contracts - The Cottages at Village Green  
**Attachments:** image001.wmz; TCVG P2 - Contracts.pdf  
  
**Importance:** High

Please see the attached email from John concerning the Cottages phase 2. Are there additional charges you need to add to this?

Thanks,

Laura

**From:** John Steinbrink Jr.  
**Sent:** Tuesday, August 14, 2018 2:50 PM  
**To:** Laura DeLaRosa <ldelarosa@pleasantprairiewi.gov>  
**Cc:** 'Doug Stanich' <doug@douglaskentdevelopment.com>; Todd Stanich <todd@douglaskentdevelopment.com>; Steve Wlahovich <swlahovich@pleasantprairiewi.gov>; Heather Jacobson <hjacobson@pleasantprairiewi.gov>  
**Subject:** FW: Phase 2 Contracts - The Cottages at Village Green

Laura,

For the LOC on Cottages phase 2 please find the attached worksheet from Stanich's. Please estimate video \$10k, signs \$10k and construction management will be estimates as 8% of the total cost = \$153,364.00. So the LOC would need to be in the amount of \$2,092,014.04. *+ Contingency.*

There was a typo in the gas estimate. I do not believe it will make a difference in the amount we approve. If it does I will reach out. I am out of town rest of the week and wanted to get this complete.

Thank you

John

**John Steinbrink Jr., P.E.**  
Director of Public Works  
Village of Pleasant Prairie  
8600 Green Bay Road  
Pleasant Prairie, WI 53158  
Phone: 262-925-6768  
Fax : 262-694-2941  
E-mail: [jsteinbrink@plprairiewi.com](mailto:jsteinbrink@plprairiewi.com)  
Village website: [www.pleasantprairieonline.com](http://www.pleasantprairieonline.com)

**From:** Todd Stanich [<mailto:todd@douglaskentdevelopment.com>]  
**Sent:** Thursday, August 09, 2018 3:26 PM  
**To:** John Steinbrink Jr.



EXHIBIT M

**MEMORANDUM OF UNDERSTANDING  
REGARDING CONTRIBUTIONS FOR  
WISCONSIN STATE TRUNK HIGHWAY 165 CORRIDOR IMPROVEMENTS**

**THIS MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS FOR WISCONSIN TRUNK STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS** (this "MOU") is entered into by and between **VILLAGE GREEN DEVELOPMENT, LLC**, a Delaware limited liability company, with a business address in care of Land & Lakes Development Co., 123 N. Northwest Highway, Park Ridge, IL 60068-0778 (together with its successors and assigns, hereinafter referred to as the "Developer"), and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin Municipal Corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village"), with regard to the following facts:

A. Developer is the owner of certain undeveloped property, consisting of 187 acres, legally described as follows:

THE SOUTHWEST QUARTER OF SECTION 23, AND THE WEST 30 ACRES OF THE SOUTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

(the "Property").

B. The Board of Trustees of the Village (the "Village Board") approved the Village Green Heights Final Plat of Subdivision on Feb. 2, 2004 (the "Final Plat of Subdivision"), subject to certain conditions, one of which is that the applicant and owner of the Property shall enter into a Development Agreement with the Village.

C. The Village and Land & Lakes Development Co., an Illinois corporation, the sole Manager of the Developer (the "Original Developer") have entered into a Development Agreement of even date herewith that sets forth the terms and conditions imposed by the Village in granting its approval of the Final Plat of Subdivision.

D. On the date hereof, but after executing and delivering the Development Agreement, and with the consent of the Village, the Original Developer conveyed its interest in the Property to the Developer and assigned to the Developer all of the Original Developer's right, title and interest in, to and under the Development Agreement, and the Developer assumed all of the obligations of the Original Developer under the Development Agreement.



E. The Development requires, among other things, that the Developer and Village shall enter into this MOU providing for the contribution by the Developer of funds for certain highway and roadway improvements hereinafter described in detail.

F. The Developer intends to develop the Property in stages as follows:

The first stage ("Stage 1") will, when the Final Plat of Subdivision is recorded in the Register of Deeds Office of Kenosha County, Wisconsin, consist of one hundred thirty-five (135) single-family lots to be shown on the Final Plat of Subdivision as Lots 1 through 135, inclusive, and two (2) "outlots" shown on the Final Plat of Subdivision as Outlot 4 and Outlot 6.

The second stage ("Stage 2"), subject to the approval by the Village of a Certified Survey Map and Plat of Condominium, will contain ten (10) buildings each containing four residential townhome units for a total of forty (40) residential townhome units with attached garages, all to be located on Outlot 1 (as shown on the Final Plat of Subdivision).

The third stage ("Stage 3"), subject to the approval by the Village of a Certified Survey Map and a Supplement to the Plat of Condominium, will contain seven (7) buildings each containing four residential townhome units for a total of twenty-eight (28) residential townhome units with attached garages, all to be located on Outlot 2 (as shown on the Final Plat of Subdivision).

The fourth stage ("Stage 4"), subject to the approval by the Village of a Plat of Resubdivision of Outlot 5 (as shown on the Final Plat of Subdivision) will contain eighty-three (83) single-family lots and two (2) "outlots," all to be located on Outlot 5 (as shown on the Final Plat of Subdivision).

The fifth stage ("Stage 5"), subject to the approval by the Village of a Certified Survey Map and a Plat of Condominium, will contain fifty (50) buildings each containing two residential townhome units for a total of one hundred (100) residential townhome units with attached garages on Outlot 3 (as shown on the Final Plat of Subdivision).

G. The southern portion of the Property abuts Wisconsin State Trunk Highway 165 ("STH 165"), a portion of which highway, from Wisconsin State Trunk Highway 31 ("STH 31") to Wisconsin State Trunk Highway 32 ("STH 32") (the "STH 165 Corridor") is, according to surveys and evaluations conducted by the Village, in general fair to poor condition. Based upon the traffic impact analysis prepared by the Developer's traffic engineer, with which the Village concurs, the Wisconsin Department of Transportation and the Village projects that increases in traffic attributable to development on the Property and on other property abutting or in the vicinity of the STH 165 Corridor will result in the need for improvements to STH 165.

H. The Village and the Wisconsin Department of Transportation desire to provide for the preparation of a corridor traffic study for the coordinated planning of the overall improvement of the STH 165 Corridor.

I. The Village's budget and public works schedule do not include the preparation of the STH 165 Corridor study or the installation of traffic-related improvements to the STH 165 Corridor that are reasonably necessary and required for the proposed development of the Property and certain other real property abutting or within the vicinity of the STH 165 Corridor, and there will be a substantial delay in the construction and installation of such improvements unless the Village apportions the cost thereof among the owners of such real estate, including, but not limited to, the Developer.

J. The Village has determined that there exists approximately 1,100 acres of developable real estate which either abuts or is within a one-half mile band on either side of the STH 165 Corridor (the

"Affected Property"), which, when developed, can be reasonably expected to generate additional traffic on the STH 165 Corridor, and receive the benefits of any traffic improvements thereto (the "Affected Property").

K. The Property is part of the Affected Property.

L. The Village has determined that development of the Affected Property would impose substantial burdens upon the Village which can be appropriately mitigated by the allocation of the cost of the STH 165 Corridor Improvements among the owners of land classified as Affected Property pursuant to agreements with owners of real estate classified as Affected Property substantially similar to this MOU.

M. The Village intends to enter into agreements similar to this MOU with the owners of other real estate that falls within the definition of "Affected Property" as a condition to the issuance of Village approval for development on such real estate (whether by rezoning, subdivision, the issuance of building permit(s) or otherwise).

THEREFORE, in consideration of the mutual provisions of this MOU and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Village hereby agree as follows:

1. The recital Paragraphs set forth at the beginning of this MOU are incorporated as a part of this MOU as though fully set forth herein.

2. For purposes of this MOU, the following terms shall have the following meanings:

2.01 The "Transportation Improvement Fee" shall be calculated for a given parcel of real estate classified as Affected Property, including but not limited to, the Property, by multiplying the Cost Per Acre by the number of acres in such parcel.

2.02 The Cost per Acre shall be \$2,100.00, based on the Village's estimate of a total cost for the STH 165 Corridor Improvements of \$2,300,000.00, divided by the Village's estimate of 1,100 acres of developable land classified as Affected Property.

3. The Transportation Improvement Fee allocable to the Property by the formula set forth in Section 2.02 hereof is \$392,700.00, determined by multiplying \$2,100.00 by 187 acres. The Village has elected to give the Developer a credit of \$6,700.00 against the Transportation Fee in consideration of various concessions agreed to by the Developer in the Development Agreement which are not required under Village ordinances and regulations, resulting in a Transportation Improvement Fee for the Property equal to \$386,000.00.

4. The Developer and the Village have agreed that the Transportation Improvement Fee allocable to the Property shall be paid as follows:

4.01 The Transportation Improvement Fee for the entire Property shall be reallocated within the Property based upon the total number of dwelling units projected to be built in each stage of development on the Property, so long as the entire Transportation Improvement Fee for the Property is collected.

4.02 As a condition to the Village's approval of the Final Subdivision Plat:

(a) Developer shall pay to the Village \$67,500.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 135 dwelling units in Stage 1, at or prior to the time the Final Subdivision Plat is recorded; and

(b) The Village shall have the right to collect the remainder of the Transportation Improvement Fee attributable to the Development on the following basis: \$500.00 per single-

family lot for each of Lots 1 through 135, inclusive, shall be paid by the owner of such lot to the Village at the time of , and as a condition precedent to the issuance of a building permit for such lot.

4.03 As a condition to the Village's approval of a Plat of Condominium for Outlot 1:

(a) Developer shall pay to the Village \$20,000.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 40 condominium units in Stage 2, at the time that the Village approve the Plat of Condominium for Outlot 1; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 2 on the following basis: \$500.00 per condominium unit to be built on Outlot 1, which shall be paid by the owner of Outlot 1 to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such condominium unit.

4.04 As a condition to the Village's approval of a Supplemental Plat of Condominium for Outlot 2:

(a) Developer shall pay to the Village \$14,000.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 28 condominium units in Outlot 2 at the time that the Village approves the Supplemental Plat of Condominium for Outlot 2; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 3 on the following basis: \$500.00 per condominium unit to be built on Outlot 2 shall be paid by the owner of Outlot 2 to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such condominium unit.

4.05 As a condition to the Village's approval of a Plat of Resubdivision for Outlot 5:

(a) Developer shall pay to the Village \$41,500.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 83 dwelling units in Stage 4 at the time the Final Plat of Resubdivision for Outlot 5 is recorded; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 4 on the following basis: \$500.00 per single-family lot on resubdivided Outlot 5 shall be paid by the owner of such lot to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such lot.

4.06 As a condition to the Village's approval of a Plat of Condominium for Outlot 3:

(a) Developer shall pay to the Village \$50,000.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 100 condominium units in Stage 5 at the time that the Village approves of the Plat of Condominium for Stage 5; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 5 on the following basis: \$500.00 per condominium unit to be built on Outlot 3 shall be paid by the owner of Outlot 3 to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such condominium unit.

\$ 50,000 / 72 units  
\$ 694.44 per unit  
at time of building  
permit


5. The Village shall enter into agreements substantially similar to this MOU with the owners of other real estate that falls within the definition of "Affected Property" as a condition to the issuance by the Village of approval for development on such real estate (whether by rezoning, subdivision, the issuance of building permit(s) or otherwise); provided, however, that the Village may, in its discretion, allocate the Transportation Improvement Fee for a given property among parcels subparcels constituting such property, or based upon the number or square footage of buildings on such property, or any other basis agreed to by the Village and the owner of such property, so long as the entire Transportation Improvement Fee for such property is collected.

6. The Village shall establish a separate fund (the STH165 Improvement Fund") into which shall be paid the amounts paid by the Developer pursuant to this MOU and paid by the owners of other real estate classified as Affected Property which shall be used by the Village solely for the planning, design and construction (but not the maintenance) of the STH 165 Corridor Improvements. The STH 165 Corridor Improvements shall include, but are not limited to: (a) improvements of the intersection of STH 165 and County Trunk Highway ML; (b) improvements of the intersection of STH 165 and County Trunk Highway EZ; (c) improvements of the intersection of STH 165 and STH 31; (d) acquisition of right-of-way in connection with the foregoing; (e) widening and resurfacing of STH 165; and (f) planning, engineering and administrative costs associated with the foregoing.

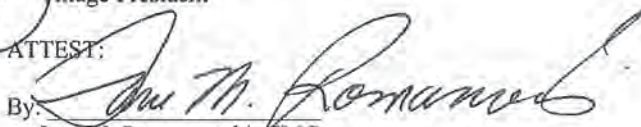
7. If the Village fails or is prohibited by law from requiring any owner of property which is Affected Property to enter into an agreement substantially similar to this MOU or to collect when due the Transportation Improvement Fee from any owner of property which is Affected Property, then Developer and any other person or entity which has paid a portion of the Transportation Improvement Fee with respect to the Property, shall be entitled to a refund of the amount therefore paid.

IN WITNESS WHEREOF, the Developer and the Village have caused this **MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS FOR WISCONSIN STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS** to be signed and dated as of this 2<sup>nd</sup> day of February, 2004.

**VILLAGE OF PLEASANT PRAIRIE**

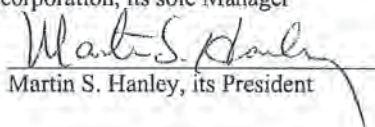
By:   
John P. Steinbrink  
Village President

ATTEST:

By:   
Jane M. Romanowski, CMC  
Village Clerk

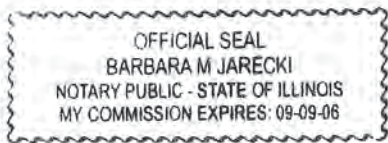
**VILLAGE GREEN DEVELOPMENT, LLC**, a Delaware limited liability company

By: **LAND & LAKES DEVELOPMENT CO.**, an Illinois corporation, its sole Manager

By:   
Martin S. Hanley, its President

STATE OF Illinois )  
 )SS:  
Cook COUNTY )

This **MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS FOR WISCONSIN STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS** was acknowledged before me this 2nd day of February, 2004 by Martin S. Hanley, President of Land & Lakes Development Co., an Illinois corporation, in its capacity as the sole Manager of Village Green Development, LLC, a Delaware limited liability company.



Barbara M. Jarecki  
Print Name: Barbara M. Jarecki  
Notary Public, Cook County, State of Illinois  
My Commission expires: 09-09-06

STATE OF WISCONSIN )  
 )SS:  
KENOSHA COUNTY )

This **MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS FOR WISCONSIN STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS** was acknowledged before me this 2nd day of Feb, 2004 by John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk.

Jean M. Werbie  
Print Name: Jean M. Werbie  
Notary Public, Kenosha County, State of Wisconsin  
My Commission expires: 2/12/06



This Agreement Drafted by:  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158



**We Energies**  
 231 W. Michigan St.  
 Milwaukee, WI 53203  
 www.we-energies.com

August 16, 2018

Village of Pleasant Prairie  
 Jean Werbie  
 9915 39<sup>th</sup> Avenue  
 Pleasant Prairie, WI 53158

Subject: Work Request 4236124; Lighting at The Cottages at Village Green Phase II

Dear Jean:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$4,386.14, and does not include site restoration. Net monthly charges will initially increase by \$18.73, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 414-944-5617. We look forward to working with you on your lighting project.

Sincerely,

Robin Maurer  
 Energy Services Representative - Major Projects  
 robin.maurer@we-energies.com

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Enclosures





DEVELOPER:  
 COMPANY NAME **DOUGLAS KENT DEVELOPMENT, INC.**  
 ADDRESS **7524 39TH AVE**  
 CITY, STATE **KENOSHA**  
 CONTACT NAME **TODD STANICH**  
 PHONE **262-358-9821**  
 EMAIL **DOUG@DOUGLASKENTDEVELOPMENT.COM**

ENGINEERING:  
 COMPANY NAME **NELSON, MADSEN & BARBER**  
 CONTACT NAME **MARK EBERLE**  
 PHONE **262-664-4613**  
 EMAIL **MEBERLE@NMBSC.NET**

PREPARED BY: **PRIYA JAISWAL**  
 E-MAIL: **PRIYA.JAISWAL@WE-ENERGIES.COM**  
 OFFICE #: **414-944-5939** CELL #: **414-323-0162**  
 PROJECT ID: **KR4228080** IO #: **26057**  
 OPERATING MAPS: **4284-7064-04**  
 EXISTING FEEDER: **Z9372**  
 PROPOSED FEEDER: **Z9372**  
 T-R-S - Xq, 1N22ES23SW CGSR:

TYPE OF WORK:  
 SUBDIVISION-UNDERGROUND FACILITIES  
 SUBDIVISION-OVERHEAD FACILITIES  
 SUBDIVISION STREET LIGHT - UNDERGROUND FACILITIES  
 SUBDIVISION STREET LIGHT - OVERHEAD FACILITIES  
 SUBDIVISION - RELOCATE FACILITIES  
 OTHER:

RESTORE PRIVATE PROPERTY:  
 SURVEYOR  STAKED  YES  NO  
 DESIGNER  NOT NEEDED

JU COMPANY:  
 ENGINEERING CONTACT: \_\_\_\_\_ JOB # \_\_\_\_\_  
 PHONE # \_\_\_\_\_ PHONE # \_\_\_\_\_  
 CONSTRUCTION EMAIL: \_\_\_\_\_  
 EXCEPTIONS/ JU SIGNATURES: \_\_\_\_\_

NOTES:  
 \* WE ENERGIES WILL NOT RESTORE OR HAUL SPOIL UNLESS OTHERWISE NOTED ON SKETCH  
 \* CUSTOMER/DEVELOPER IS RESPONSIBLE FOR LOCATING AN/ALL PRIVATE UNDERGROUND FACILITIES AND/OR OBSTRUCTIONS INCLUDING THOSE THAT HAVE NOT YET BEEN TURNED OVER TO THE MUNICIPALITY  
 \* WE ENERGIES AND/OR ITS CONTRACTORS ARE NOT RESPONSIBLE FOR DAMAGE TO UNMARKED FACILITIES  
 \* CUSTOMER/DEVELOPER AND THEIR CONTRACTORS/SUB-CONTRACTORS MUST KEEP WE ENERGIES EASEMENT AREAS FREE AND CLEAR OF OBSTRUCTIONS AND ENSURE ACCESS TO EASEMENT AREAS IS PROVIDED INCLUDING, BUT NOT LIMITED TO: DUMPSTERS, SPOIL, BACKFILL MATERIAL ETC.  
 \* CUSTOMER/DEVELOPER AND THEIR CONTRACTORS/SUB-CONTRACTORS MUST ENSURE THAT GRADE AT TIME OF WE ENERGIES INSTALLATION IS WITHIN 4" OF FINAL GRADE INCLUDING ANY PLANS FOR FUTURE LANDSCAPING  
 \* ANY FIELD ADJUSTMENTS TO SIGNATURED SKETCH MAY BE MADE AT THE DISCRETION OF THE FIELD PERSONNEL  
 \* WE ENERGIES IS NOT RESPONSIBLE FOR DAMAGE TO TREES AND/OR ROOTS LOCATED ALONG TRENCH ROUTE  
 \* WE ENERGIES AND/OR ITS CONTRACTORS WILL CLEAN ANY MUDDEBRIS THAT IS TRACKED ONTO EXISTING ROADS AS A RESULT OF THEIR CONSTRUCTION DAILY  
 \* ANY ADDITIONAL SPECIAL NOTES OR PROVISIONS

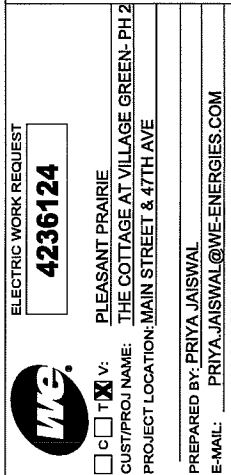
CUSTOMER'S SIGNATURE OF APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

WIRE KEY FOR STREET LIGHT:  
**S14- 6DX IN DUCT**

1 STREET LIGHT TO BE INSTALLED 4' BACK OF CURB  
 STREET LIGHTS ARE MED LED BLACK PARAGON LUMINAIRE ON 15' BLACK CONCRETE POLE

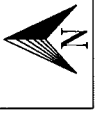
CONTACT JU PARTNERS 3-5 DAYS PRIOR TO CONSTRUCTION.  
 JOINT USE KEY:  
 OH: 4228080  
 DB: \_\_\_\_\_  
 SLDB: 4236123  
 SLOH: 4236124

EROSION CONTROL NOTES  
 IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, TYPE A, UNLESS NOTED.  
 FINAL STABILIZATION IS REQUIRED IN SPRING.  
 IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.  
 IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS  
 DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES.  
 STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WAFFLES.  
 PROJECT SPECIFIC EROSION CONTROL NOTES:



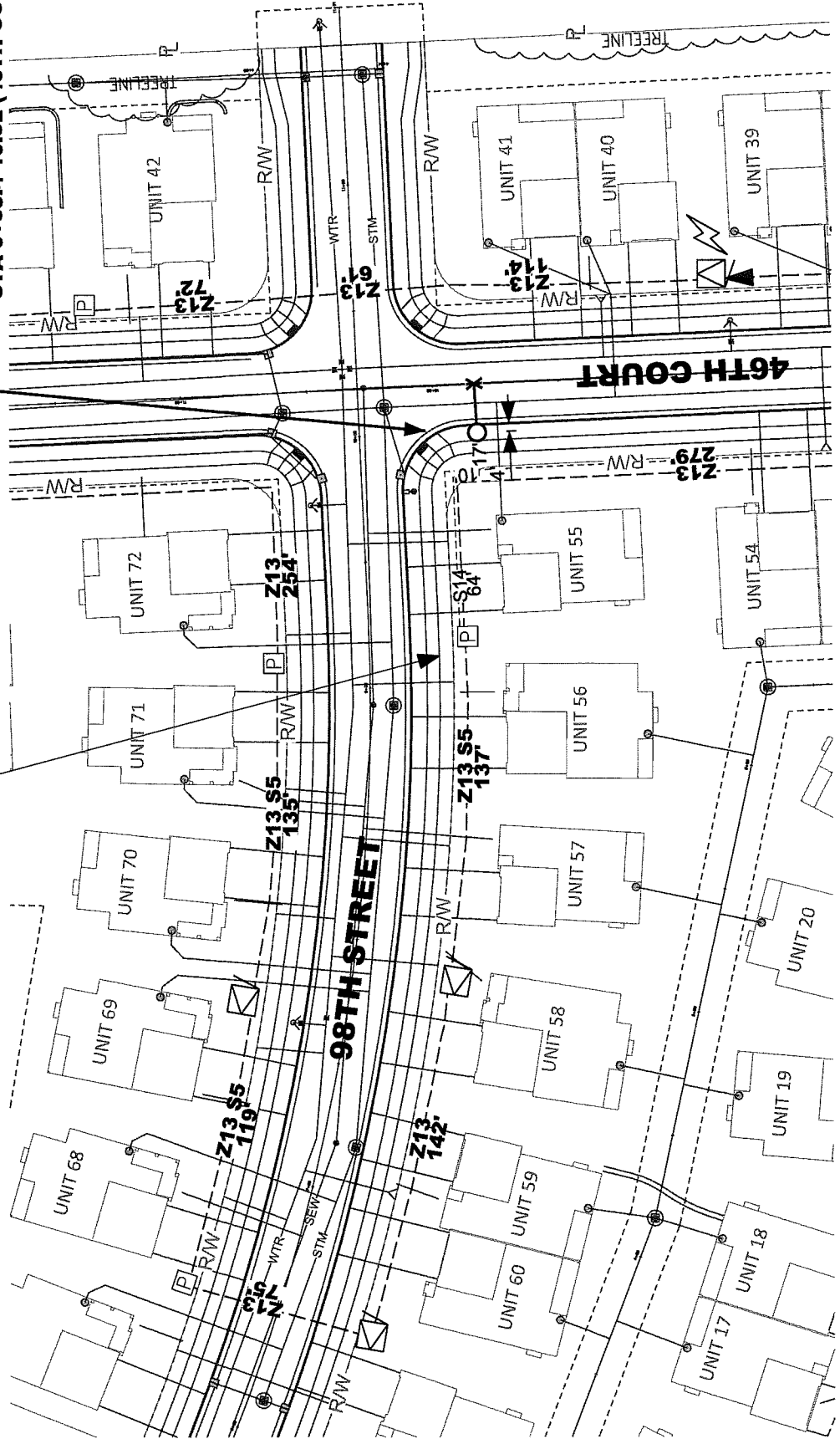


ELECTRIC WORK REQUEST  
**4236124**



**18-L-276**  
**15' BLACK CONCRETE**  
**LED PARAGON FIXTURES**  
**STD 131-30.21**  
**STA 9+83.4 19.3L (46TH COURT)**

**18U-270**  
**SEC PED**  
**INSTALLED ON**  
**WR 4228080**



STANDARD WIRE KEY		NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
OVERHEAD PRIMARY		N	1-#2 ACSR	1/0 TXF
E, F, H, Q, R, W, X or Z		N1	1-#1/0 ACSR	\$ 1 4/0 TXF
Z		N2	1-#3/0 ACSR	\$ 2 3/6 TXF
Z1		N3	1-#4/0 AL	\$ 3 3/0 TX
Z2		N4	1-#336 ACSR	\$ 4 350 TX
Z3		N5	REMOVAL	\$ 5 750 TX
Z4		GUYING		\$ 6 1/0 QXF
Z5		G	1/4" ARM GUY	\$ 7 3/0 QXF
Z6		G1	5/16" ARM GUY	\$ 8 350 QXR
Z7		G2	3/8" ARM GUY	\$ 9 750 QXR
Z8		G3	5/16" POLE GUY	\$10 3 WIRE REMOVAL
Z9		G4	3/8" POLE GUY	\$11 3/0 QXR
Z10		G5	7/16" POLE MAIN	\$12 4 WIRE REMOVAL
Z11		ON SKETCH		
Z12		ON SKETCH		

STATIC WIRE		NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
SW		N	1-#2 ACSR	1/0 TXF
1/0AS for W, H and J; 2/0AS for R		N1	1-#1/0 ACSR	\$ 1 4/0 TXF
DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z		N2	1-#3/0 ACSR	\$ 2 3/6 TXF
Z1		N3	1-#4/0 AL	\$ 3 3/0 TX
Z2		N4	1-#336 ACSR	\$ 4 350 TX
Z3		N5	REMOVAL	\$ 5 750 TX
Z4		GUYING		\$ 6 1/0 QXF
Z5		G	1/4" ARM GUY	\$ 7 3/0 QXF
Z6		G1	5/16" ARM GUY	\$ 8 350 QXR
Z7		G2	3/8" ARM GUY	\$ 9 750 QXR
Z8		G3	5/16" POLE GUY	\$10 3 WIRE REMOVAL
Z9		G4	3/8" POLE GUY	\$11 3/0 QXR
Z10		G5	7/16" POLE MAIN	\$12 4 WIRE REMOVAL
Z11		ON SKETCH		
Z12		ON SKETCH		

**WE ENERGIES - ELECTRIC OPERATIONS**

UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY:

- LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
- MAINTAIN 2" MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
- THIS APPLIES TO GAS AND WATER MAINS.
- MAINTAIN 2" MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
- MAINTAIN 5" MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
- MAINTAIN 3" MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.

NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

OVERHEAD PRIMARY		NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
E, F, H, Q, R, W, X or Z		N	1-#2 ACSR	1/0 TXF
Z		N1	1-#1/0 ACSR	\$ 1 4/0 TXF
Z1		N2	1-#3/0 ACSR	\$ 2 3/6 TXF
Z2		N3	1-#4/0 AL	\$ 3 3/0 TX
Z3		N4	1-#336 ACSR	\$ 4 350 TX
Z4		N5	REMOVAL	\$ 5 750 TX
Z5		GUYING		\$ 6 1/0 QXF
Z6		G	1/4" ARM GUY	\$ 7 3/0 QXF
Z7		G1	5/16" ARM GUY	\$ 8 350 QXR
Z8		G2	3/8" ARM GUY	\$ 9 750 QXR
Z9		G3	5/16" POLE GUY	\$10 3 WIRE REMOVAL
Z10		G4	3/8" POLE GUY	\$11 3/0 QXR
Z11		G5	7/16" POLE MAIN	\$12 4 WIRE REMOVAL
Z12		ON SKETCH		
Z13		ON SKETCH		

**WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)**

**General**

- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

**Erosion Control**

- If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
- Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards ([http://dnr.wisconsin.gov/topic/stormwater/standards/cons\\_standards.html](http://dnr.wisconsin.gov/topic/stormwater/standards/cons_standards.html)).
- Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events; repair as necessary.
- When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

**Contaminated Soils**

- Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

**Spills**

- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
  - Any quantity of oil is spilled into surface water;
  - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
  - Any oil spill containing greater than 500 ppm PCB;
  - Five gallons or more of oil spilled to the ground;
  - Any oil spill involving a police department, fire department, DNR, or concerned property owner.

**Notes 8 through 27 apply as noted at specific points within each work request:**

**Dewatering**

- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

**Wetlands**

- As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
- All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
- If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
- Excavated soils cannot be stockpiled in wetlands.

EROSION CONTROL LEGEND	
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	TEMPORARY SEDIMENT BASIN
	SURFACE WATER FLOW

**Waterways**

- All excess spoils shall be removed from wetlands and placed in a suitable upland location.
- Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
- Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.
- No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
- No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
- Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

**Threatened and Endangered Species**

- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
- In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
- Exclusion fencing must be installed at the work area prior to March 15.
- A qualified biologist must be present when conducting work at this location.

**Invasive Species**

- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Right-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

**Cultural and Historical Resources, cont.**

- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
- If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
- A "qualified archaeologist", as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

**Fracture Contingency Plan**

- A fracture contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components:
  - Continuously inspect the bore paths for fractures in order to respond quickly and appropriately.
  - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a fracture occur.
  - A vac truck shall be accessible on short notice in order to respond quickly to a fracture.

EROSION CONTROL LEGEND	
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	TEMPORARY SEDIMENT BASIN
	SURFACE WATER FLOW

**WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)**

**General**

- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

**Erosion Control**

- If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
- Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards ([http://dnr.wisconsin.gov/topic/stormwater/standards/cons\\_standards.html](http://dnr.wisconsin.gov/topic/stormwater/standards/cons_standards.html)).
- Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events; repair as necessary.
- When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

**Contaminated Soils**

- Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

**Spills**

- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
  - Any quantity of oil is spilled into surface water;
  - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
  - Any oil spill containing greater than 500 ppm PCB;
  - Five gallons or more of oil spilled to the ground;
  - Any oil spill involving a police department, fire department, DNR, or concerned property owner.

**Notes 8 through 27 apply as noted at specific points within each work request:**

**Dewatering**

- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

**Wetlands**

- As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
- All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
- If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
- Excavated soils cannot be stockpiled in wetlands.

EROSION CONTROL LEGEND	
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	TEMPORARY SEDIMENT BASIN
	SURFACE WATER FLOW



June 22, 2018

Douglas Kent Development  
Todd Stanich  
7524 39<sup>th</sup> Avenue  
Kenosha, WI 53142

Subject: Invoice for The Cottages at Village Green Phase II , Electric WR#422080

Dear Todd:

Thank you for your application for electric facilities. Please review the following information.

Cost Details:

- The cost for this project will be \$50,741.08. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- Additional charges will apply if installation is requested from Dec. 1 through March 31.
- The cost does not include electric service to sewer lift stations, community well pumps, lighting, etc.
- Installation cost must be paid in advance of construction.
- If an additional cost estimate is needed within 12 months, there will be a charge for preparing the new estimate.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online at [www.we-energies.com/payconstructionbill](http://www.we-energies.com/payconstructionbill).
- Phone at 855-570-0998.

Refund details:

- You may be entitled to a partial refund for each meter connected to these facilities within five years of the energized date.
- Refunds will not exceed the amount of the original cost.

Facility Location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.

Construction:

Please consider this information when developing your project timeline:

- Once all job requirements are met, allow us a minimum three-week lead time for scheduling the installation of electric facilities.
- The area along the route of our facilities must be graded to within four inches of final grade. Fill, if deeper than three feet, must be compacted prior to the installation of our facilities. If relocation or repair of our facilities becomes necessary because of a grade change greater than four inches, you will be billed the full relocation or repair costs.
- Easements to install and maintain all We Energies facilities, including the right to cut out brush, shrubs and trees must be provided.
- Lot corner pipes are required to be clearly and visibly marked and must be identifiable along the entire installation route. These markings will be field verified by We Energies personnel and installation will not proceed if we determine this requirement is not complete.

Surface Restoration:

- Surface restoration in the public right-of-way, for facilities installed beyond your project limits, will be completed according to municipal guidelines.
- Restoration within your development will include backfilling and compacting using existing soil.
- All cut brush, shrubs and trees will be left at the site along our trench route.

As a reminder, you need to return the signed invoice and signed drawing along with your payment. Sign and return the enclosed Grade Verification Form only after its provisions have been met. If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Robin Maurer  
Energy Services Representative - Major Projects  
414-944-5617  
robin.maurer@we-energies.com

Work Request #: 4228080

Accepted by: John K. Starnick

Title: Member

Date: 7-2-18

P.S. For more information on the application and construction process for new developments, visit [www.we-energies.com/builders-contractors](http://www.we-energies.com/builders-contractors).

Enclosure



we energies

June 25, 2018

Douglas Kent Development, Inc.  
Doug/Todd Stanich  
7524 39<sup>th</sup> Avenue  
Kenosha, WI 53142

WAOC  
500 S. 116th St.  
West Allis, WI 53214-1000  
www.we-energies.com

Subject: Invoice for Aspen Woods Subdivision - Natural Gas Facilities WR#4228191

Dear Todd:

Thank you for your application for natural gas facilities. Please review the following information.

Cost details:

- The cost for this project will be \$31,244.40. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.
- The cost has been reduced by \$0.00 as credit for 0 meter(s) being set at the time of installation.
- Additional charges will apply if installation is requested Dec. 1 through March 31.
- Installation cost must be paid in advance of construction.
- This cost is valid for 90 days provided this letter and enclosed drawing are signed and returned with payment, the site is ready, and all other requirements are met.

Payment remittance:

Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check
- Online at [www.we-energies.com/payconstructionbill](http://www.we-energies.com/payconstructionbill)
- Phone at 855-570-0998

Refund details:

- Refunds are available for up to five years after the main installation and will not exceed the amount of the original cost.
- Refunds in the amount of \$2,005.00 may be made for each residential space heating customer connected to this main.
- Refund amounts for multifamily and commercial customers will be individually calculated based on their estimated average annual consumption.

Facility location:

- To avoid damage to underground facilities, you are responsible for locating and marking (with stakes, spray paint or flags) any buried obstructions and private underground facilities like lighting, septic systems, wells, sprinkler systems, etc.
- It is very important that you mark these facilities as We Energies and/or its agents are not responsible for damage to your facilities that are not properly marked before our work begins.
- If you are unable to locate and mark your privately owned buried facilities, you can hire a contractor to do it for you.
- For your safety, we will coordinate with Diggers Hotline to have technicians visit the site to locate underground utilities (such as natural gas, electric, phone, cable, sewer and water). The technicians will mark the facilities with flags and spray paint that will fade after a few weeks.

Construction:

Please consider this information when developing your project timeline:

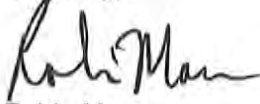
- Once all job requirements are met, allow us a minimum three week lead time for scheduling the installation of natural gas facilities.
- To ensure minimal disturbance to your site, it is best to install our facilities prior to road base, paving, topsoil, and erosion control, but after the installation of sewer, water and right-of-way subgrading.
- The site must be within four inches of final grade and we must be made aware of any changes that have been made since we received preliminary, approved plats.

Surface restoration:

- Surface restoration in the public right-of-way, for main installed beyond your project limits, will be completed according to municipal guidelines.
- Restoration within your development will include backfilling and compacting using existing soil.

As a reminder, you need to sign and return a copy of this letter and enclosed drawing along with your payment, if paying by check. If you have any questions, please call me. I look forward to working with you to make your project a success.

Sincerely,



Robin Maurer  
Energy Services Representative - Major Projects  
414-944-5617  
robin.maurer@we-energies.com

Work Request #: 4228191

Estimated date site will be ready for natural gas: \_\_\_\_\_

Accepted by: \_\_\_\_\_

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

P.S. For more information on the application and construction process for new developments, visit [www.we-energies.com/contractors/builderdeveloper](http://www.we-energies.com/contractors/builderdeveloper).

Enclosures





Cc: [doug@douglaskentdevelopment.com](mailto:doug@douglaskentdevelopment.com)

Subject: Phase 2 Contracts - The Cottages at Village Green

John,

As discussed this morning, contracts are attached for Phase 2 of The Cottages.

Summary:

WE ENERG ES	ELECTR C	\$	50,741.08				
WE ENERG ES	GAS	\$	31,244.40				
WE ENERG ES	Street Lights	\$	4,386.14				
	Total Contract including Grading, Utility Work, Streets and Sidewalks			\$1,757,914.39			
Reesman	CRS - nspections	\$	49,800.00				
Breezy Hill	Street Trees	\$	22,964.03				
	Televising: We are working with Reesman to locate a vendor for this. Please use your best judgement to estimate fair/market cost for LOC						
VOPP	Street Signage nspection, and other related costs						
VOPP							
	TOTAL:			\$1,917,050.04			

Todd Stanich

Douglas Kent Development

[www.DouglasKentDevelopment.com](http://www.DouglasKentDevelopment.com)

262-358-9821



DOUGLAS KENT  
*Development*



## FINAL PLAT AND FINAL CONDOMINIUM PLAT APPLICATION

Development Name: The Cottages at Village Green Condominium

General Location of Development: Main Street & 47th Avenue

Tax Parcel Number(s): 92-4-122-233-0029

Number of Lots: 4 Number of Outlots: \_\_\_\_\_

Size of Development: 17.9 acres. Zoning District(s): R-8

**Select All that Apply:**

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

Number of Copies Submitted: 21 (See below for required number)

Plat Copies required	# of Copies	To be Sent by the Village to:
All Plat	3	Village Staff
All Plats	1	Building Inspection Dept. for address map
All Plats	3	Kenosha County Planning and Development
All Plats	2	Kenosha County Division of Highways
All Plats	2	Wisconsin Department of Commerce*
If Development abuts/adjoins a STH	3	Wisconsin Department of Transportation
If the Development is within 500 feet of a shoreland/floodplain jurisdictional area or includes wetlands.	1	Wisconsin Department of Natural Resources
All Plats	1	U.S. Army Corp of Engineers
All Plats	1	Southeastern WI Regional Planning Commission
All Plats	1	WE Energies—Gas Operations
All Plats	1	WE Energies—Electric Operations
All Plats	2	AT & T
All Plats	2	Kenosha Unified School District
All Plats	1	Time Warner Cable
All Plats	1	Pleasant Prairie Post Office

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

In addition, the following shall be submitted:

- 1 PDF copy of the Final Plat
- Final Plat application fee
- 3 sets of Final Engineering Plans, Profiles and Specifications and a PDF copy
- 3 sets of Landscape Plans and a PDF copy
- 3 sets of Street Lighting Plan and a pdf copy
- 3 sets of Signage Plans and a pdf copy
- Ownership and Operating Documents and a PDF copy
- Declarations of Covenants, Restrictions and Easements and a PDF copy
- Articles of Incorporation for the Neighborhood Association and a PDF copy
- By-Laws and a PDF copy
- Contracts, Performance Bonds and Certificate of Insurance and a PDF copy
- PDF color rendering of the Final Plat, Landscape Plans and any other renderings to explain the project
- Any other information as specified by the Village

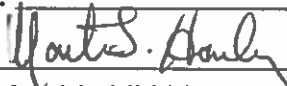
Upon receipt of a complete application, the Village will schedule the required Public Hearing. The Village will notify adjacent property owners, within 300 feet of the property, of the public hearing, publish an official notice at least 10 days prior to the hearing in the Kenosha News and post the notice in three public places within the Village. The Village Plan Commission will hold a public hearing and make a recommendation to the Village Board who will make a final determination of the proposal. **The applicant shall appear at the Village Plan Commission meeting for the Public Hearing and shall appear for final action on the application at the Village Board Meeting.**

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


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

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

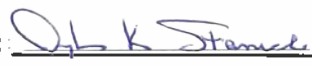
**PROPERTY OWNER:**

Print Name: Laddie Investments, LLC.  
Signature:   
Address: 123 N. NW Highway  
Park Ridge IL 60068  
(City) (State) (Zip)  
Phone: (847) 825-5000  
Fax: (847) 825-0887  
Email: mhanley@land-and-lakes.com  
Date 6-20-17

**APPLICANT/AGENT:**

Print Name: Mark D. Eberle  
Signature:   
Address: 1458 Horizon Blvd. STE. 200  
Racine WI 53406  
(City) (State) (Zip)  
Phone: 262-634-5588  
Fax: 262-634-5024  
Email: meberle@nmbosc.net  
Date: June 20, 2017

**DEVELOPER:**

Print Name: Douglas K. Stanich  
Signature:   
Address: P.O. Box 580412  
Pleasant Prairie WI 53158  
(City) (State) (Zip)  
Phone: (262) 925-3020  
Fax: N/A  
Email: douglasstanich@gmail.com  
Date June 20, 2017

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

SITE SURVEY / BUILDING EXTERIOR  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

### Legal Description

Certified Survey Map No. 2841 a Re-Division of Outlot 9, of Village Green Heights Addition #1, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

### Certification

I, Mark R. Madsen, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

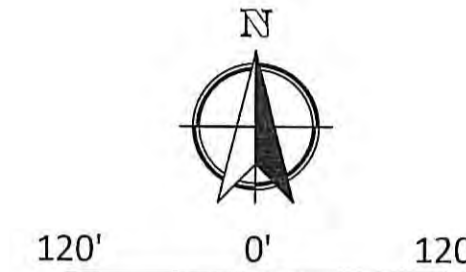
This plat is a correct representation of The Cottages at Village Green Condominium - Phase 2 as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Saab Design Architectural Services, do not represent as-built conditions.

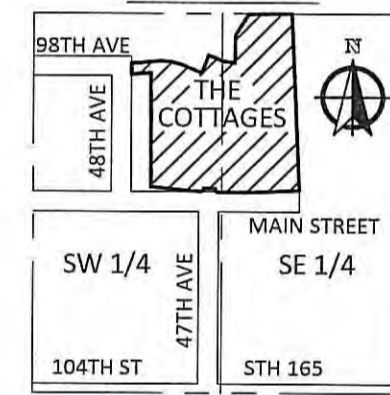
All areas not occupied by units or limited common elements are common elements.

*Mark R. Madsen*  
Nielsen Madsen + Barber  
1458 Horizon Boulevard, Suite 200  
Racine, WI 53406  
(262) 634-5588



SCALE 1"=120'

### LOCATION MAP



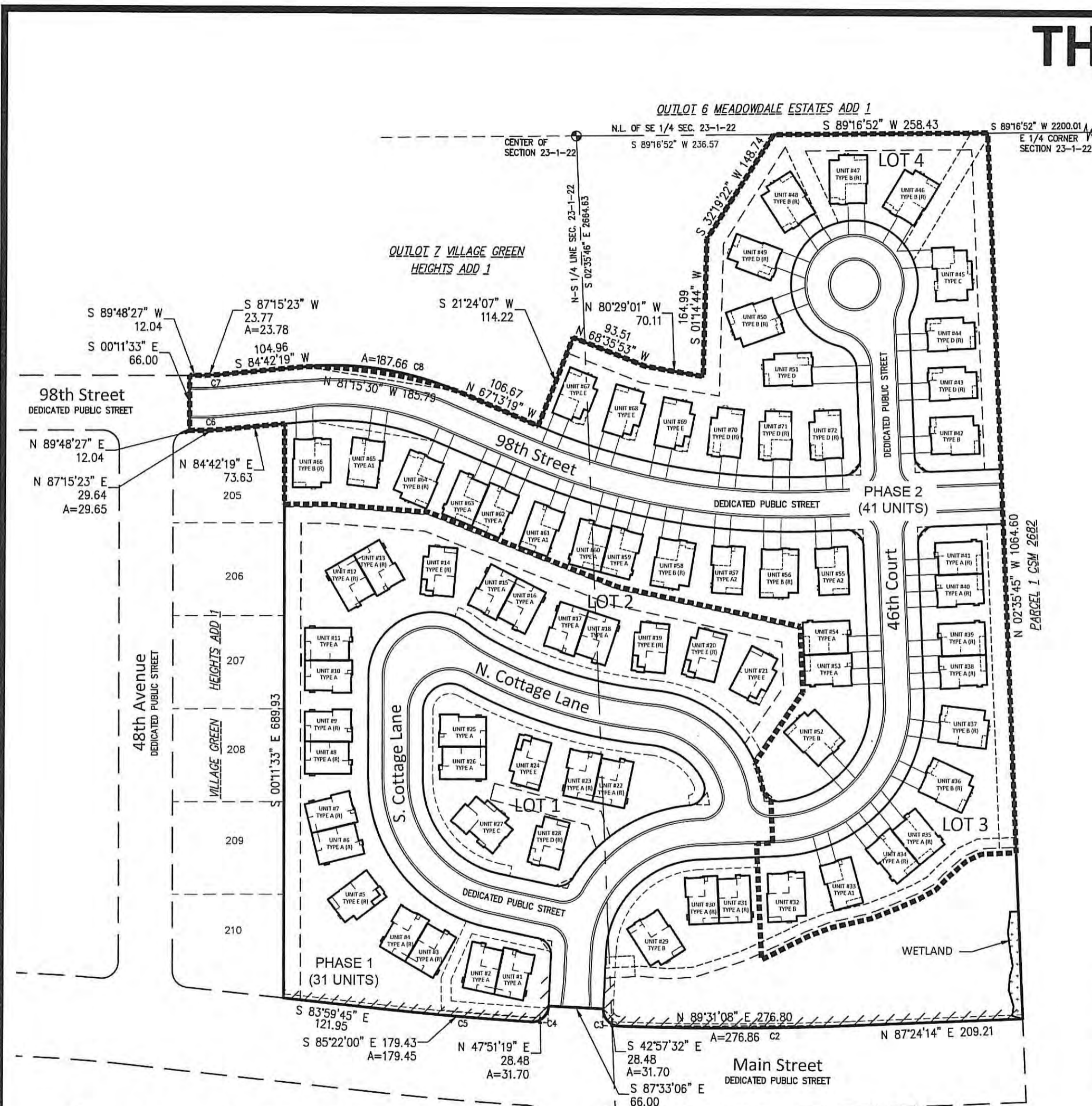
SW 1/4 & SE 1/4 23-1-22

Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C2	3750.00	276.86	N89° 31' 08"E	276.80
C3	20.00	31.70	S42° 57' 32"E	28.48
C4	20.00	31.70	N47° 51' 19"E	28.48
C5	3750.00	179.45	S85° 22' 00"E	179.43
C6	333.00	29.65	N87° 15' 23"E	29.64
C7	267.00	23.78	N87° 15' 23"E	23.77
C8	383.00	187.66	N81° 15' 30"W	185.79

### LEGEND

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

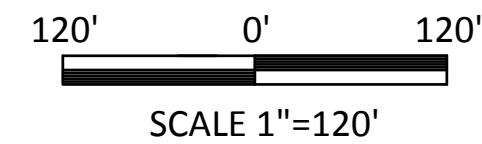
- CONC. MON. W / BRASS CAP FOUND
- NO VEHICULAR ACCESS
- PHASE LINE



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

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

DIMENSIONED SITE PLAN  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



## LEGEND

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

- CONC. MON. W / BRASS CAP FOUND
- NO VEHICULAR ACCESS
- PHASE LINE

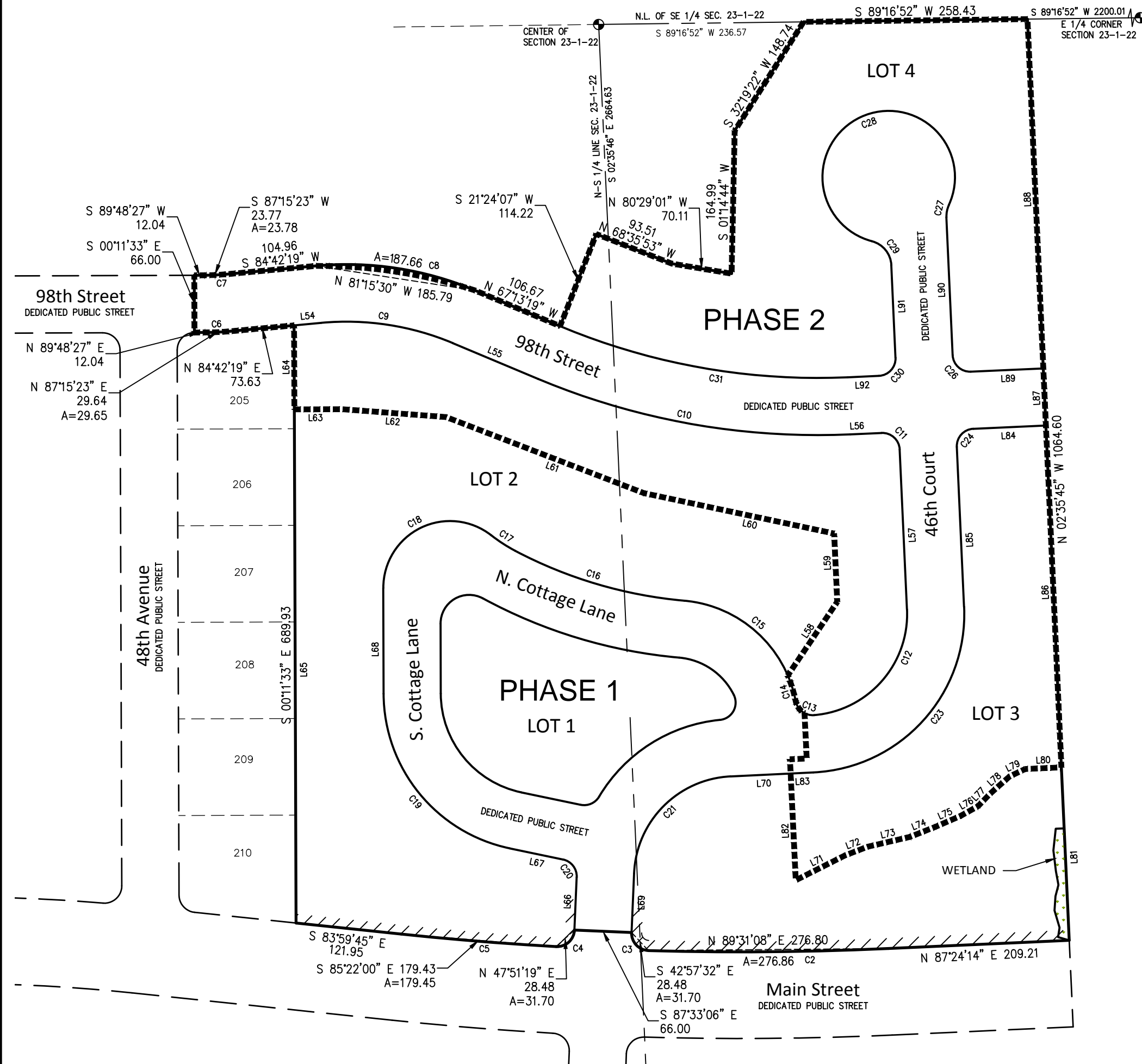
**Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd. Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Website: www.nmbc.net

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

PHASE 2 AREA  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



120' 0' 120'  
SCALE 1"=120'



Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C2	3750.00	276.86	N89° 31' 08"E	276.80
C3	20.00	31.70	S42° 57' 32"E	28.48
C4	20.00	31.70	N47° 51' 19"E	28.48
C5	3750.00	179.45	S85° 22' 00"E	179.43
C6	333.00	29.65	N87° 15' 23"E	29.64
C7	267.00	23.78	N87° 15' 23"E	23.77
C8	383.00	187.66	N81° 15' 30"W	185.79
C9	317.00	155.32	N81° 15' 19"W	153.77
C10	836.00	368.89	N79° 54' 35"W	365.90
C11	20.00	31.42	N47° 35' 45"W	28.28
C12	117.00	179.27	N41° 17' 58"E	162.24
C13	20.00	29.25	S52° 54' 18"E	26.71
C14	144.00	31.12	S17° 11' 44"E	31.06
C15	144.00	154.64	N54° 09' 02"W	147.31
C16	517.00	204.96	N73° 33' 26"W	203.62
C17	181.50	32.90	N57° 00' 25"W	32.85
C18	77.00	172.53	S63° 59' 48"W	138.64
C19	183.00	249.10	S39° 11' 17"E	230.31
C20	20.00	28.15	S37° 52' 04"E	25.88
C21	117.00	173.17	N44° 50' 55"E	157.79
C23	183.00	286.96	S42° 19' 36"W	258.45
C24	20.00	31.42	S42° 24' 15"W	28.28
C26	20.00	31.42	N47° 35' 45"W	28.28
C27	30.00	14.44	N11° 11' 47"E	14.30
C28	76.50	374.28	S64° 49' 42"W	98.02
C29	30.00	38.08	S38° 57' 50"E	35.58
C30	20.00	31.42	S42° 24' 15"W	28.28
C31	770.00	339.76	N79° 54' 35"W	337.01

Parcel Line Table		
Line #	Length	Direction
L54	31.32	S84° 42' 19"W
L55	106.67	N67° 13' 19"W
L56	36.35	S87° 24' 15"W
L57	184.94	N02° 35' 45"W
L58	102.45	S33° 55' 11"W
L59	78.93	S02° 35' 45"E
L60	224.44	S78° 01' 05"E
L61	244.60	S68° 57' 26"E
L62	120.03	S85° 40' 02"E
L63	55.50	N89° 48' 27"E
L64	97.00	S00° 11' 33"E
L65	592.93	N00° 11' 33"W
L66	61.07	S02° 26' 54"W
L67	62.77	S78° 11' 01"E
L68	122.11	S00° 11' 33"E
L69	68.34	N02° 26' 54"E
L70	69.54	N87° 14' 57"E
L71	63.99	N63° 15' 28"E
L72	27.64	N69° 08' 17"E
L73	50.25	N76° 50' 43"E
L74	31.14	N68° 25' 05"E
L75	31.62	N66° 37' 51"E
L76	23.58	N60° 52' 44"E
L77	19.47	N43° 53' 01"E
L78	30.49	N48° 24' 48"E

Parcel Line Table		
Line #	Length	Direction
L79	19.83	N64° 25' 12"E
L80	41.99	N87° 24' 15"E
L81	199.87	S02° 35' 45"E
L82	123.27	S02° 43' 56"E
L83	26.11	S87° 14' 57"W
L84	83.88	S87° 24' 15"W
L85	184.94	S02° 35' 45"E
L86	395.02	N02° 35' 45"W
L87	66.00	N02° 35' 45"W
L88	403.71	N02° 35' 45"W
L89	83.88	S87° 24' 15"W
L90	159.35	N02° 35' 45"W
L91	106.96	S02° 35' 45"E
L92	36.35	S87° 24' 15"W

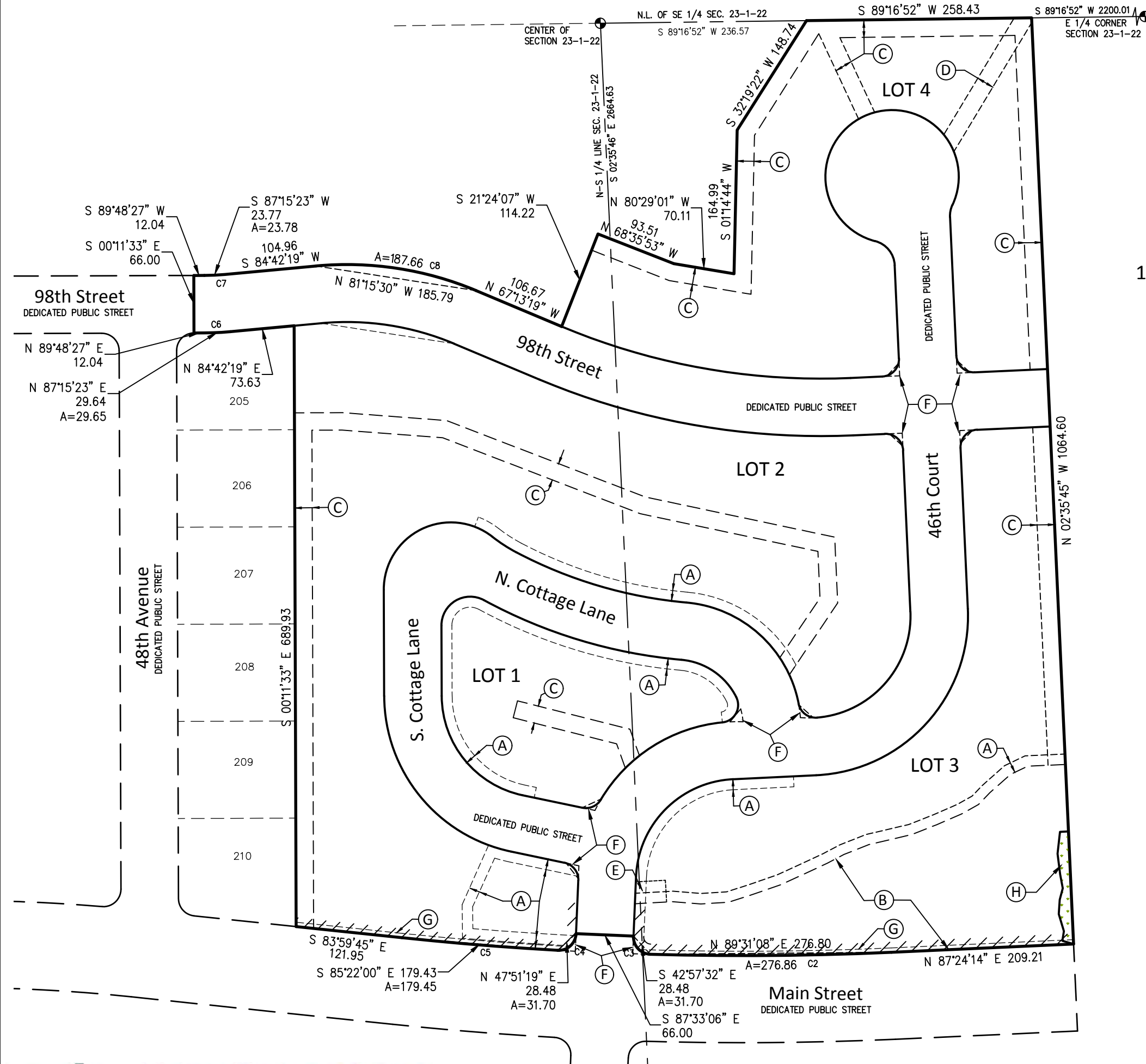
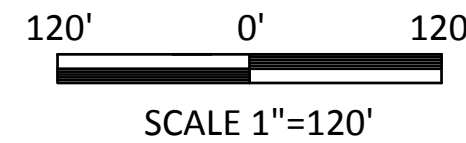
## LEGEND

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

- //// NO VEHICULAR ACCESS
- PHASE LINE

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

EASEMENTS  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



- (A) DEDICATED 12' UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (D) DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)

## LEGEND

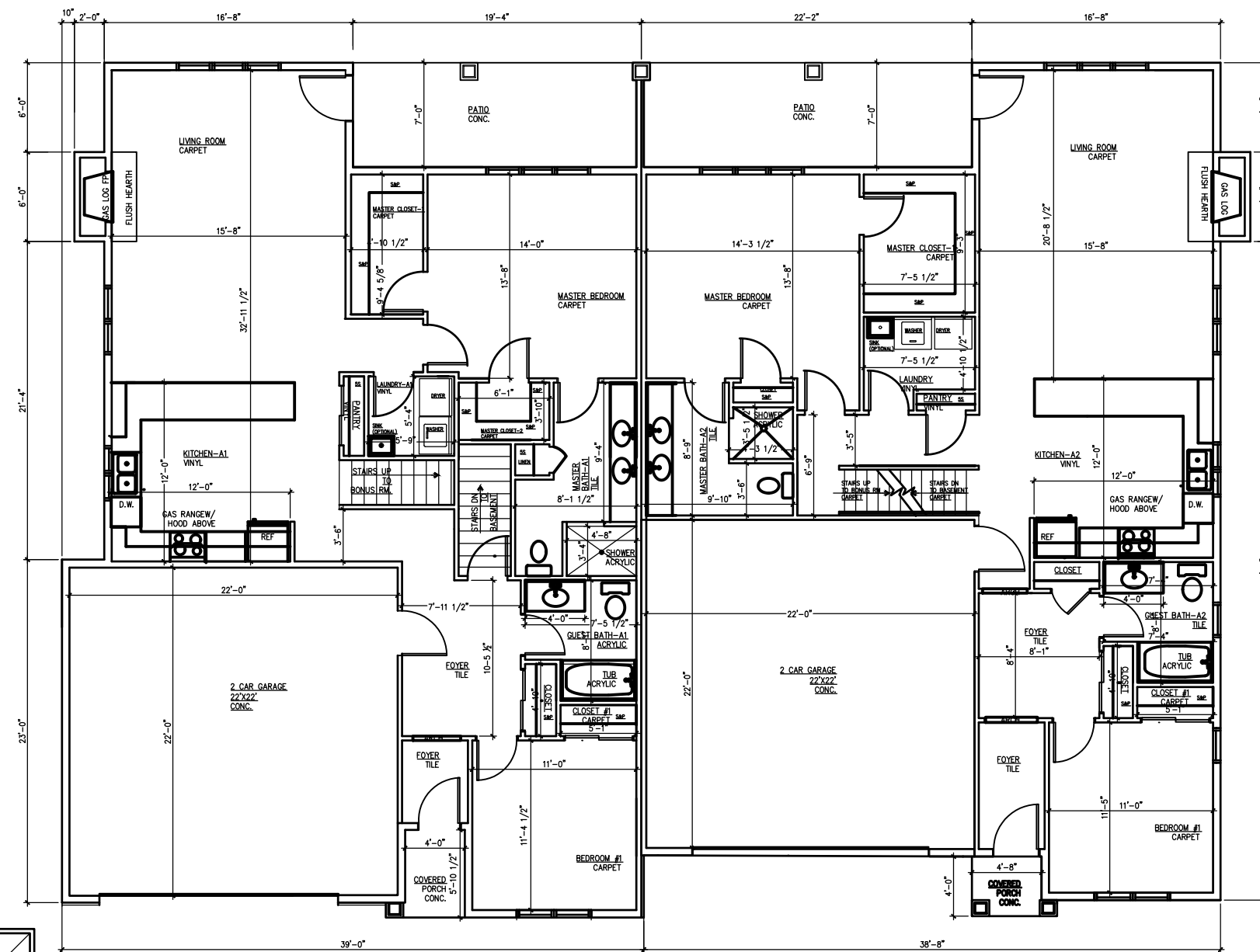
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

- CONC. MON. W / BRASS CAP FOUND
- //// NO VEHICULAR ACCESS

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

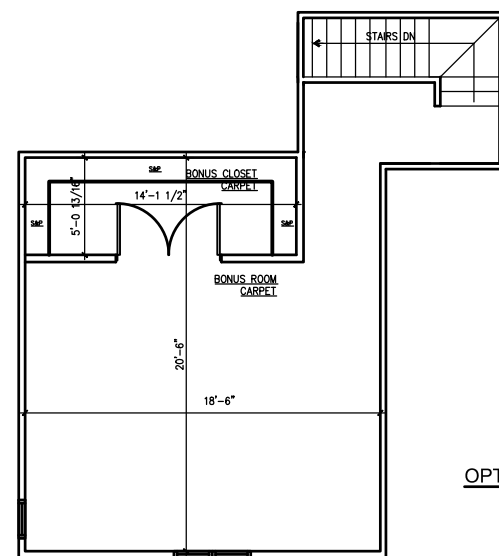
# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - A  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

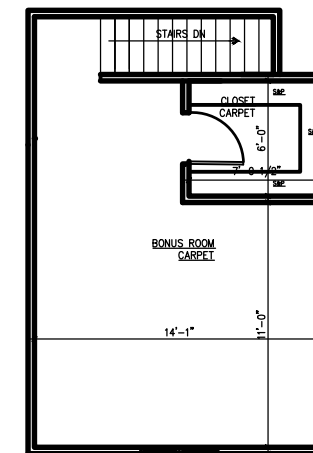


FIRST FLOOR PLAN - UNIT 'A1'  
AREA: 1,441 S.F.  
GARAGE AREA: 509 S.F.

FIRST FLOOR PLAN - UNIT 'A2'  
AREA: 1,443 S.F.  
GARAGE AREA: 503 S.F.



OPTIONAL BONUS ROOM-UNIT A-1  
AREA: 451 S.F.



OPTIONAL BONUS ROOM- UNIT A-2  
AREA: 315 S.F.

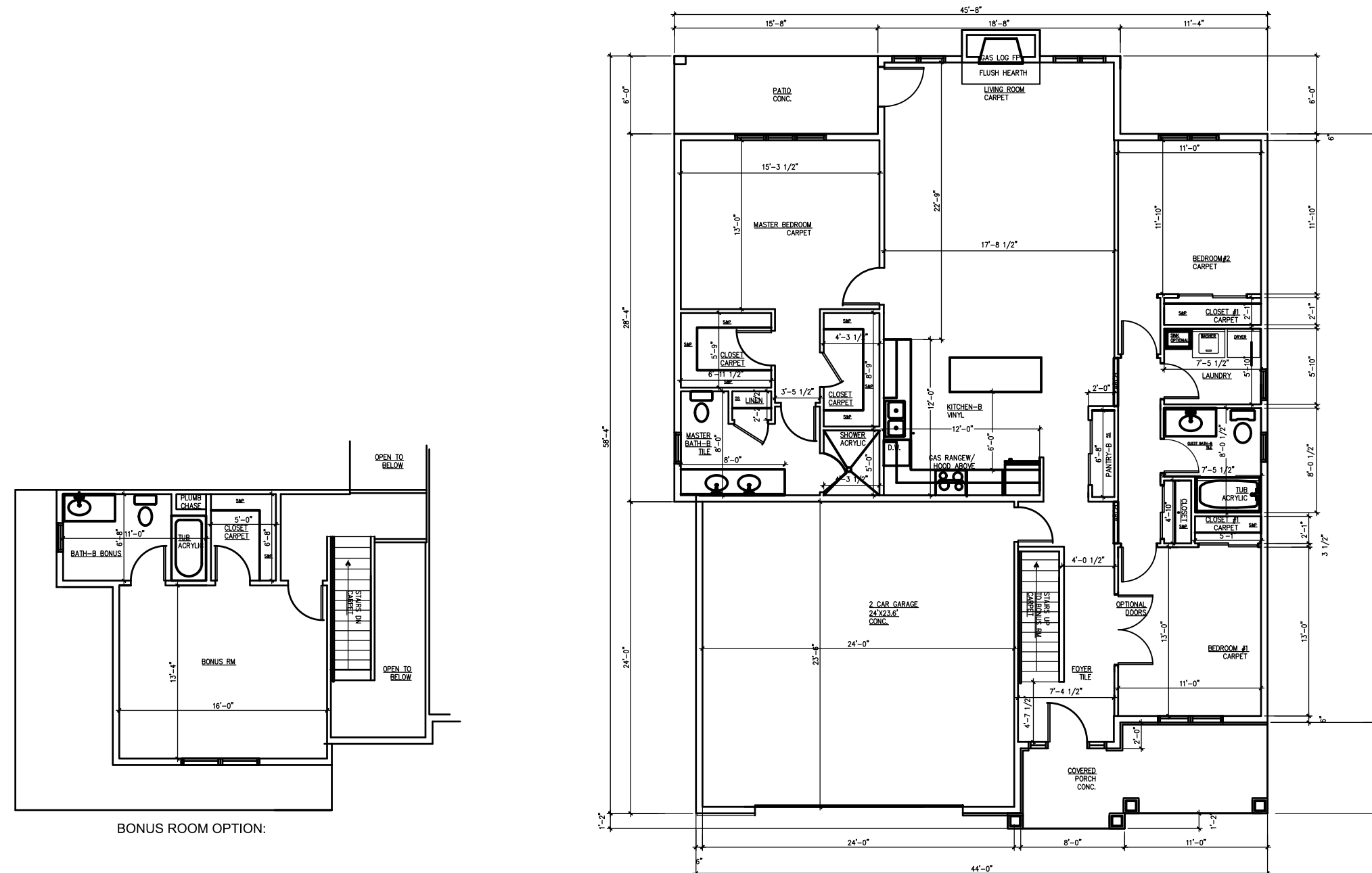
1 FIRST FLOOR FRONT ENTRY PLAN  
SCALE: 1/4\"/>

PROTOTYPE-A



# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - B  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



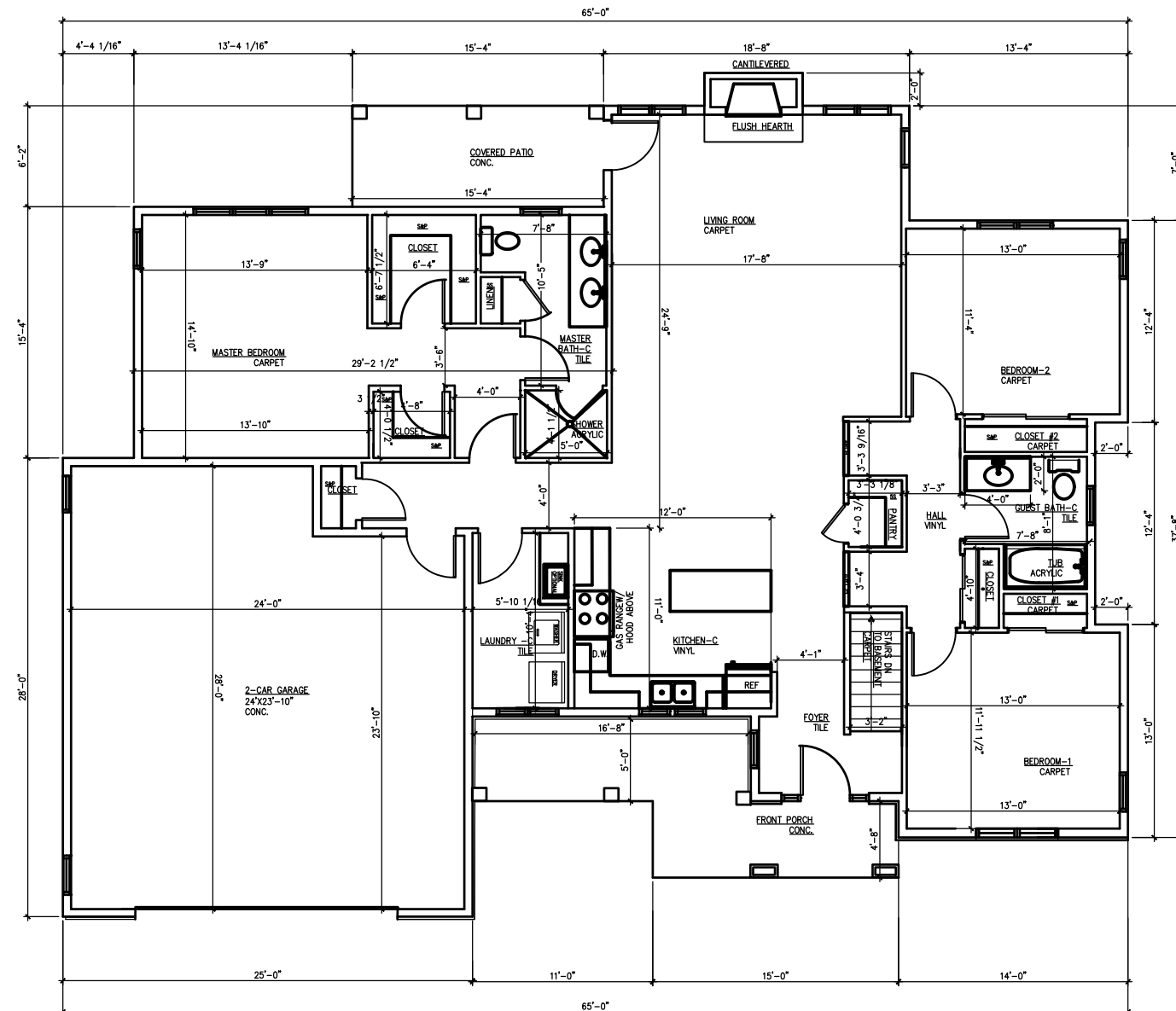
BONUS ROOM OPTION:

RANCH PLAN-1,753 SF  
PROTOTYPE-B

1 FIRST FLOOR FROM & SIDE ENTRY PLAN  
SCALE: 1/8"=1'-0"  
AREA: 1,753 S.F.  
GARAGE AREA: 600 S.F.  
BONUS ROOM OPTION: 419 S.F.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

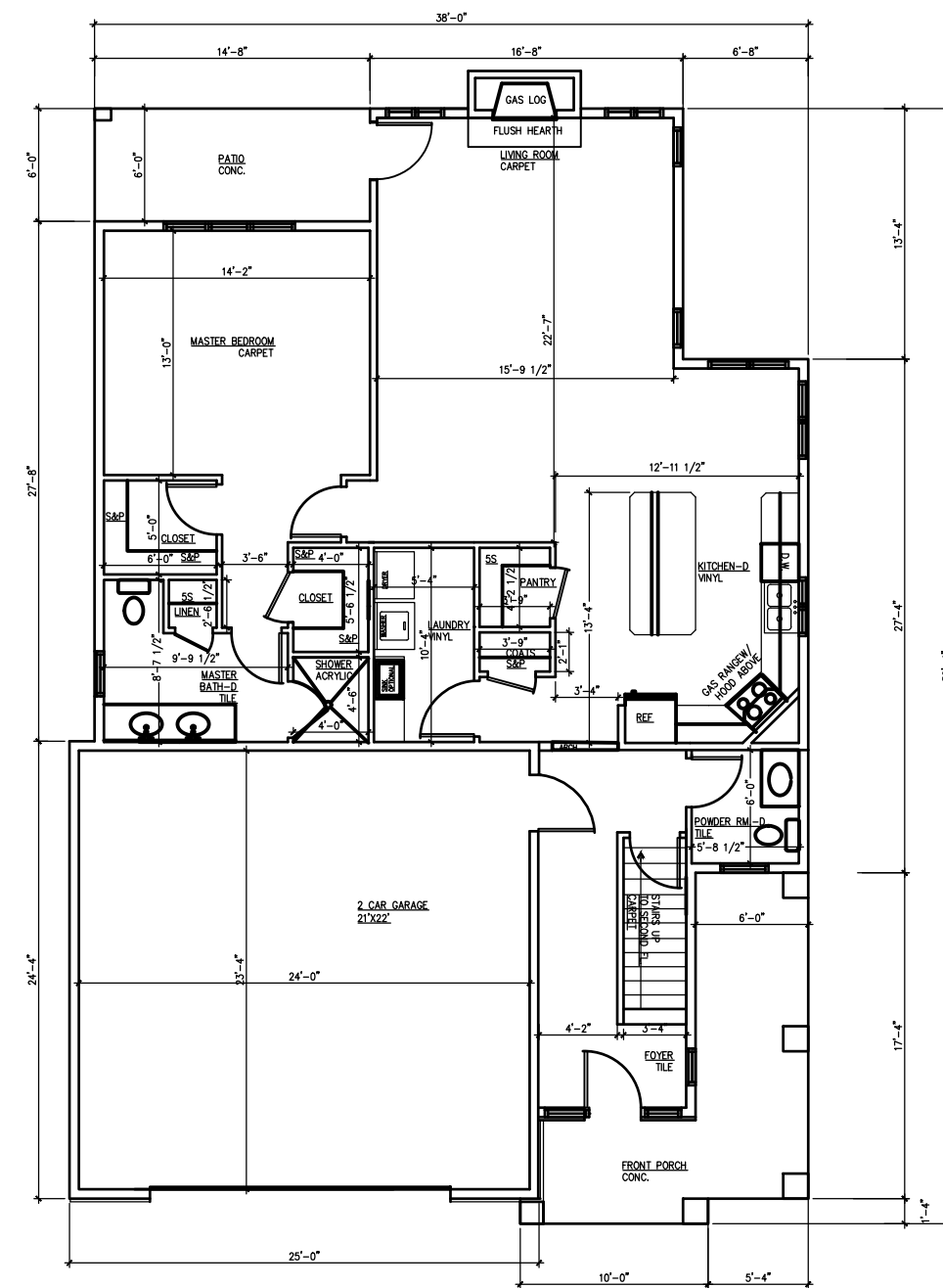
BUILDING PROTOTYPE - C  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



1 FIRST FLOOR PLAN  
SCALE: 1/4"=1'-0"  
FIRST FLOOR AREA: 1,836 S.F.  
GARAGE AREA: 642 S.F.  
ONE STORY- 1,825 S.F  
PROTOTYPE-C

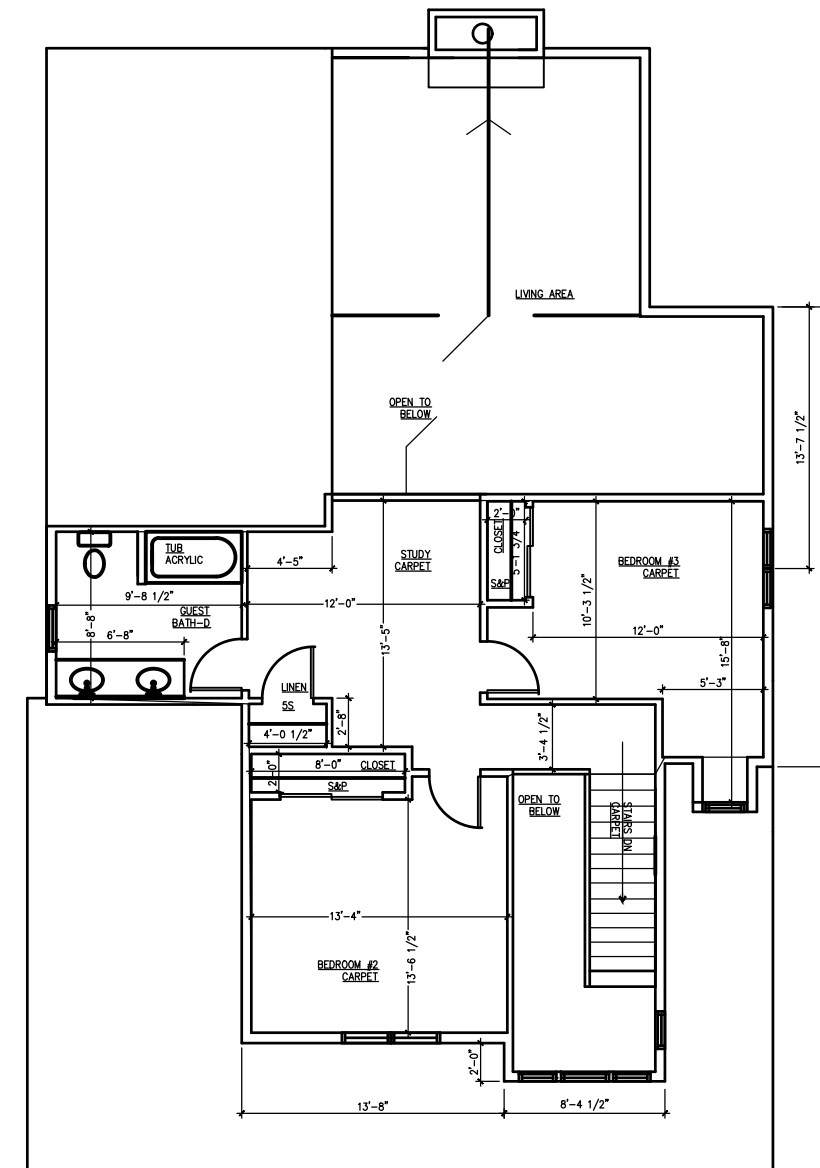
# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - D  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



1 FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"

FIRST FLOOR AREA: 1,312 S.F.  
SECOND FLOOR AREA: 638 S.F.  
TOTAL LIVING AREA: 1,950 S.F.  
GARAGE AREA: 607 S.F.

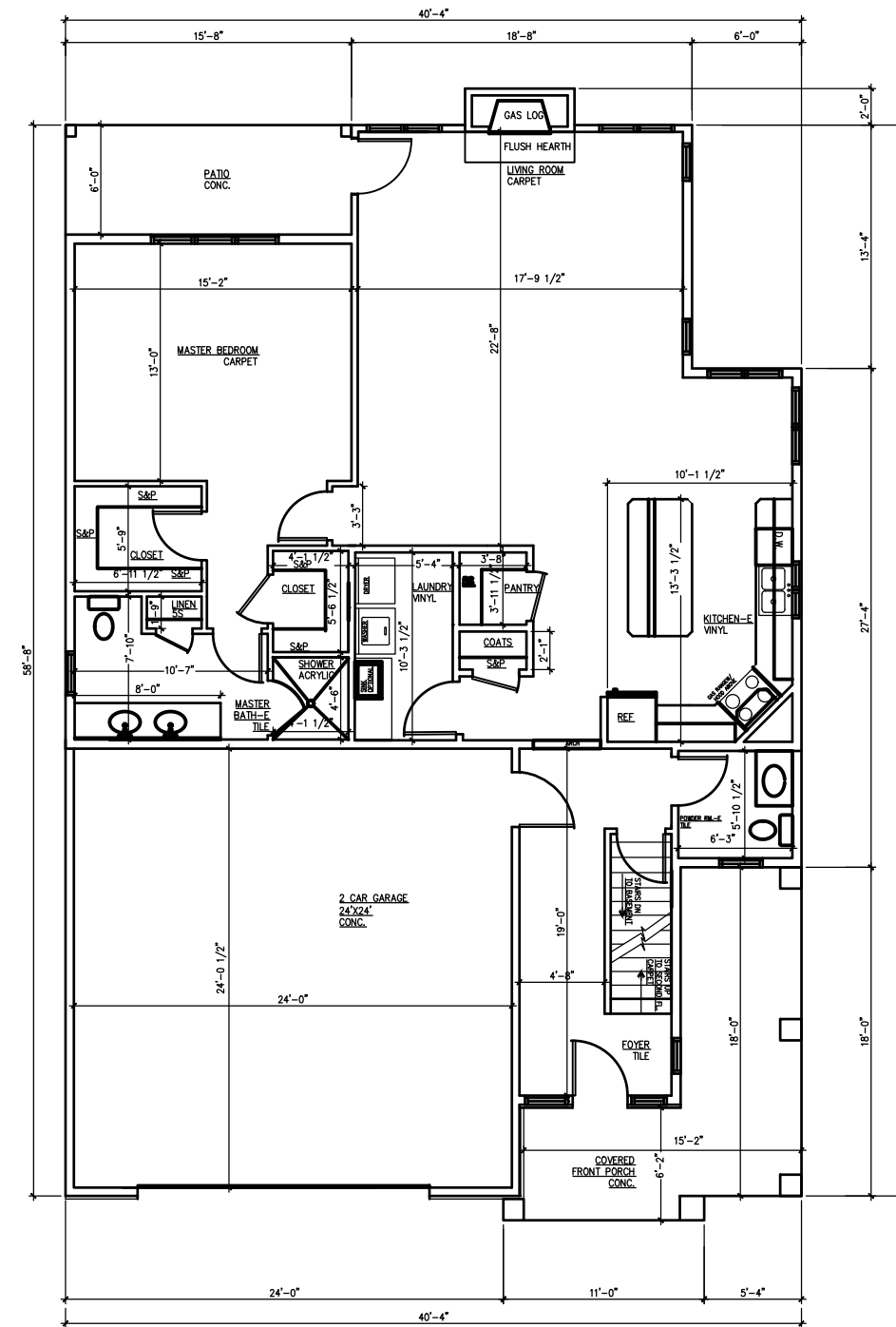


2 SECOND FLOOR PLAN  
SCALE: 1/8"=1'-0"

TWO STORY- 1,950 S.F.  
PROTOTYPE-D

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

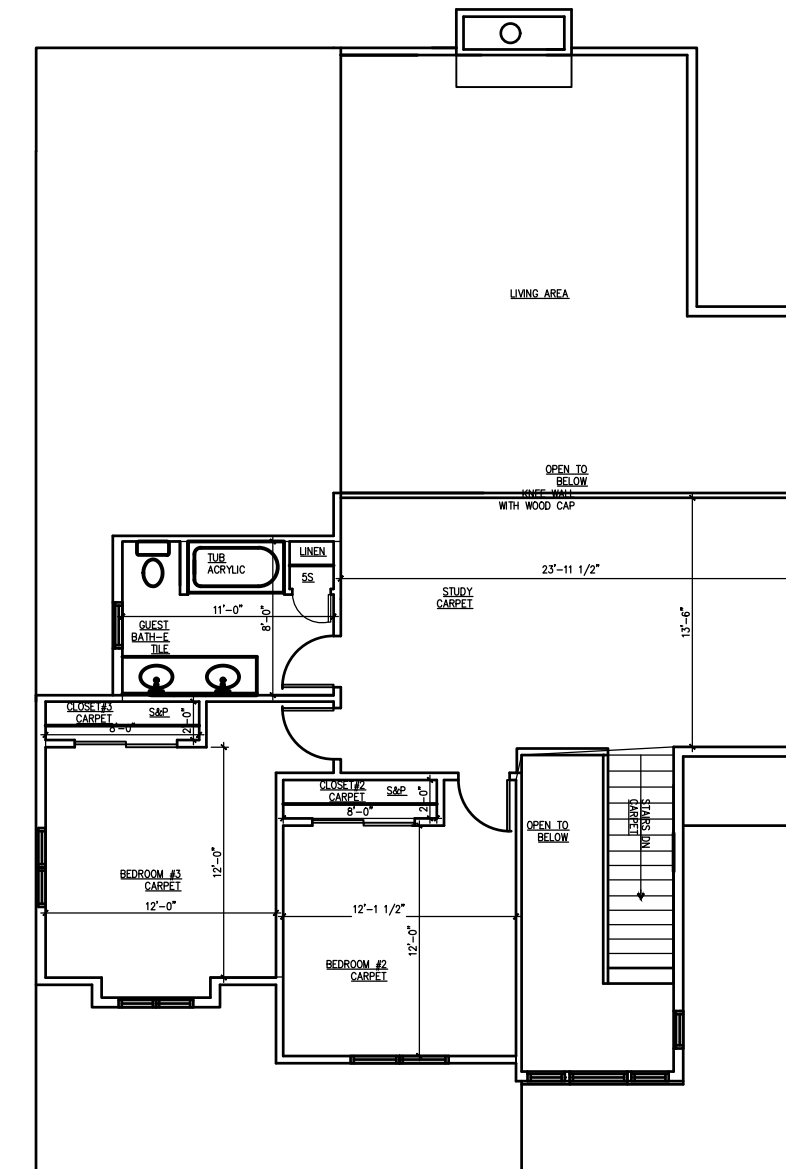
BUILDING PROTOTYPE - E  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



① FIRST FLOOR PLAN  
SCALE: 1/4"=1'-0"

FIRST FLOOR AREA: 1,407 S.F.  
SECOND FLOOR AREA: 793 S.F.  
TOTAL LIVING AREA: 2,200 S.F.  
GARAGE AREA: 607 S.F.

TWO STORY- 2,200 S.F.  
PROTOTYPE-E



② SECOND FLOOR PLAN  
SCALE: 1/4"=1'-0"

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

LEGAL DESCRIPTION  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## PHASE 2

All of Lot 4 of Certified Survey Map No. 2841 being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. ALSO part of Lot 2 of said Certified Survey Map as described; Begin at the Northwest corner of said Lot 2; run thence S00°11'33"E 97.00 feet along the West line of said Lot 2; thence N89°48'27"E 55.50 feet; thence S85°40'02"E 120.03 feet; thence S68°57'26"E 244.60 feet; thence S78°01'05"E 224.44 feet; thence S02°35'45"E 78.93 feet; thence S33°55'11"W 102.45 feet to the North right-of-way of North Cottage Lane and a point on a curve of Northeasterly convexity whose radius is 144.00 feet and whose chord bears S17°11'44"E 31.06 feet; thence Southerly 31.12 feet along the arc of said curve and said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 20.00 feet and whose chord bears S52°54'18"E 26.71 feet; thence Easterly 29.25 feet along the arc of said curve and said right-of-way to the West right-of-way of 46th Court and the point of curvature of a curve of Southeasterly convexity whose radius is 117.00 feet and whose chord bears N41°17'58"E 162.24 feet; thence Northerly 179.27 feet along the arc of said curve and said right-of-way; thence N02°35'45"W 184.94 feet along said right-of-way to the point of curvature of a curve of Northeasterly convexity whose radius is 20.00 feet and whose chord bears N47°35'45"W 28.28 feet; thence Northwesterly 31.42 feet along the arc of said curve and said right-of-way to the South right-of-way of 98th Street; thence S87°24'15"W 36.35 feet along said right-of-way to the point of curvature of a curve of Southerly convexity whose radius is 836.00 feet and whose chord bears N79°54'35"W 365.90 feet; thence Westerly 368.89 feet along the arc of said curve and said right-of-way; thence N67°13'19"W 106.67 feet along said right-of-way to the point of curvature of a curve of Northerly convexity whose radius is 317.00 feet and whose chord bears N81°15'19"W 153.77 feet; thence Westerly 155.32 feet along the arc of said curve and said right-of-way; thence S84°42'19"W 31.32 feet along said right-of-way to the point of beginning. ALSO part of Lot 3 of said Certified Survey Map as described; Begin at the Northeast corner of said Lot 3 and a point on the South right-of-way of 98th Street; run thence S87°24'15"W 83.88 feet along said right-of-way to the point of curvature of a curve of Northwesterly convexity whose radius is 20.00 feet and whose chord bears S42°24'15"W 28.28 feet; thence Southerly 31.42 feet along the arc of said curve and said right-of-way to the Easterly right-of-way of 46th Court; thence S02°35'45"E 184.94 feet along said right-of-way to the point of curvature of a curve of Southeasterly convexity whose radius is 183.00 feet and whose chord bears S42°19'36"W 258.46 feet; thence Southwesterly 286.96 feet along the arc of said curve and said right-of-way; thence S87°14'57"W 26.11 feet along said right-of-way; thence S02°43'56"E 123.27 feet; thence N63°15'28"E 63.99 feet; thence N69°08'17"E 27.64 feet; thence N76°50'43"E 50.25 feet; thence N68°25'05"E 31.14 feet; thence N66°37'51"E 31.62 feet; thence N60°52'44"E 23.58 feet; thence N43°53'01"E 19.47 feet; thence N48°24'48"E 30.49 feet; thence N64°25'12"E 19.83 feet; thence N87°24'15"E 41.99 feet to the East line of said Lot 3; thence N02°35'45"W 395.02 feet along said East line to the North right-of-way of said 98th Street and the point of beginning. ALTOGETHER containing 6.474 acres.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2 EASEMENTS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

## DEDICATED 12' UTILITY EASEMENT AREAS (A)

Nonexclusive easements coextensive with the areas shown on CSM No. 2841 and on this Plat as Dedicated 12' Utility Easement Areas were dedicated, given, granted and conveyed by The Cottages at Village Green LLC, to We Energies (f/k/a Wisconsin Electric Power Company), AT&T and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communication Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Plat areas and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communication Grantees. Upon the installation of the utilities, the Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility and communications easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communication facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communication 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. If in the event the private companies do not restore the public roadway areas to the proper grade and a vegetatively stabilized condition, then the Developer shall be responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public roadways after the crushed aggregate base course is installed without the prior written approval of the Village and the satisfaction of any conditions as may be imposed by 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 communication companies in such public street areas, the Village's rights shall be deemed to be superior.

## DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT (B)

A nonexclusive easement coextensive with the area shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on Lot 3 of CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) and the Village for storm water drainage and retention basin purposes and for all related construction,

installation, repair, alteration, replacement, landscaping, maintenance, ingress and egress. This easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, fountain installation removal and repair, storm water structure maintenance, planting, mowing, sprinkling, watering, weeding, landscaping and the required ingress and egress; and care and maintenance responsibilities of the easement area which shall be required by the Condominium Association Owners on which the easement is located as will not interfere with the improvements, uses and purposes of the Village as it relates to the easement, and (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding, landscaping, and the required ingress and egress. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, grading, stabilization, fountain installation and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge to the Condominium Association (collectively its Owners) for Village improvements completed within the easement. The Condominium Association, (collectively as Owners of Lots 1, 2, 3 and 4) shall then at their expense, maintain, reconstruct and repair the storm water drainage system and retention basin improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system or retention basin improvements, the Condominium Association (collectively its Owners) shall restore the retention basin easement area to the Village's satisfaction and to a condition including any grade restoration and site stabilization, of the replacement of storm water structures, fountain, and landscaping or any other improvements requiring repair resulting from such disrepair or damage.

With proper notice to the Condominium Association, except in an emergency flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the Lot 3 Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and storm water retention basin improvements, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements and charge all such costs to the Condominium Association (collectively its owners). Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge to the Condominium Association Owners for Village maintenance or improvements completed within the easement.

## DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT AREAS (C)

Nonexclusive easements coextensive with the areas shown on CSM No. 2841 and on this Plat as a Dedicated 20' Storm Water Drainage, Access and Maintenance Easement were dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Association, (collectively its Owners of the Lots 1, 2, 3 and 4) as will not interfere with the improvements, uses and purposes of the Village; (3) a temporary easement hereby retained by the Developer for the purposes of storm water drainage improvement grading, uses and purposes; storm water structure installation and maintenance; open space uses and purposes; planting, mowing, sprinkling, watering, weeding and landscaping purposes and the required ingress and egress and (4) such other uses of the easement as may be approved in writing by the Village. There shall be no buildings, fences, driveways, or retaining walls placed within the storm water drainage easement areas, which obstruct, redirect or impede drainage flows within the Plat pursuant to the Restrictive Covenants on CSM No 2841. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) with respect to the easement areas, the Village's rights under the easements shall be deemed to be superior. The Developer shall be responsible for all costs associated with the construction and maintenance of the storm water drainage improvements contained within this exclusive easement until that responsibility is transferred to the Condominium Association.

The Developer shall be responsible for all costs associated with the construction, grading, erosion control stabilization and maintenance of the storm water drainage improvements contained within this easement until the responsibility is transferred to the Condominium Association (collectively its Owners).

The Condominium Association (collectively its Owners) shall at their expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Condominium Association (collectively its Owners) shall restore the easement areas to the approved Village Plans including any grade restoration and site stabilization, including the replacement of storm water structures, and landscaping or any other improvements requiring repair resulting from such disrepair and repair. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against the Lots of Condominium Association (collectively its Owners) and any other properties using and benefiting from said improvements.

With proper notice to the Condominium Association, except in an emergency flooding situation, the Village's easement rights granted by the Developer include the Village's right to enter upon the easement areas at any time to reconstruct, maintain, use and repair the underground storm sewer mains improvements, which may in any manner be a part of or portion to such storm sewer system for the purpose of conveying storm water, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, sidewalks, curbs and gutters, and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under the easements.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

## EASEMENTS

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

### DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (D) (EASEMENT D - ADJUSTED TO TERMINATE AT THE 46TH COURT RIGHT-OF-WAY)

A nonexclusive easement coextensive with the area shown as a Dedicated 20' Sanitary Sewer, Access and Maintenance Easement on Lot 4 on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the previous Owner / Land Divider to the Village for sanitary sewer purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Condominium Association (collectively its Owners) as will not interfere with the improvements, uses and purposes of the Village and the Condominium Association (collectively its Owners); and (3) such future driveways, curbs and gutters, sidewalks, landscaping, or other uses of the easement as may be approved in writing by the Village. There shall be no buildings, structures, fences, berms, retaining walls or underground sprinklers located or placed within the easement. In the event of any conflict between the rights of the Developer, the rights of the Village and the rights of the Condominium Association (collectively its Owners) or other entities with respect to the easement area, the Village's rights under the easement shall be deemed to be superior.

The Village's easement rights include the right to enter upon Lot 4 within the Dedicated 20' Sanitary Sewer, Access and Maintenance Easement area at any time to reconstruct, maintain, use, clean, televise and repair the underground sanitary sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer mains for the purpose of conveying sanitary sewer under Lot 4, together with the right to excavate, reconstruct, maintain, use, clean, televise and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, driveway pavement areas, landscaping, sidewalks, curbs and gutters, underground sprinklers or other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements, without compensation from the Village to the Condominium Association or its Owners.

### DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (E)

A nonexclusive easement coextensive with the area shown as a Dedicated Monument Sign, Access and Maintenance Easement on Lot 3 on CSM No. 2841 and on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association (collectively its Owners of Lots 1, 2, 3 and 4) for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. This easement is exclusive except for the same easement hereby retained by the Developer and also granted to the Village for the purposes of development monument signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

The Developer shall be responsible for all costs associated with the initial construction and installation of the monument sign, as well as providing the lighting, landscaping and maintenance for the monument sign until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

### DEDICATED VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT (F)

Nonexclusive easements coextensive with the areas shown as Dedicated 15'x15' Vision Triangle Easement areas at each public street intersection on Lots 1, 2, 3 and 4 on CSM No. 2841 and on this Plat were dedicated, given, granted and conveyed by the Developer to the Village for the purpose of maintaining a clear sight line of vision at the identified intersections. There shall be no obstructions, such as but not limited to structures, signage, fencing, vehicular parking, landscaping/vegetation and shelters within the 15'x15' Vision Triangle Easement, except traffic signage installed by the Village, unless expressly approved in writing by the Village. This restriction is for the safety and benefit of the traveling public and shall be enforceable by the Village. The Developer shall be responsible for monitoring and correcting the vision triangle easement area violations until that responsibility is transferred to the Condominium Association (collectively the Owners of Lots 1, 2, 3, and 4).

### DEDICATED PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT (G)

A nonexclusive easement coextensive with the area shown as a Dedicated 5' Public Street Tree, Access and Maintenance Easements adjacent to the north side of Main Street on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Village for the purpose of street tree planting, pruning, watering, re-mulching, staking and other related maintenance. It is the Developer's responsibility to plant and maintain said street trees and remove dead plant-life and remove any trash and debris in the easement area until that responsibility is transferred to the Condominium Association, (collectively its Owners) who then shall be obligated for ongoing maintenance and replacement responsibilities.

### DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT (H)

A nonexclusive easement coextensive with the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on CSM No. 2841 and on this Plat was dedicated, given, granted and conveyed by the Developer to the Village for wetland protection and preservation and maintenance purposes and uses and for related ingress and egress. It is the Developer's responsibility to remove dead plant-life and remove any trash and debris in the designated wetland area until that responsibility is transferred to the Condominium Association, (collectively its Owners) for ongoing maintenance responsibilities. Unless the Village exercises the rights granted to it pursuant to this easement, the Village shall have no obligation to do anything related to its rights under this easement.

### DEDICATED PUBLIC STREET AREAS

The fee interest in the 46th Court, 98th Street, North Cottage Lane, and South Cottage Lane areas each shown as a Dedicated Public Street on CSM 2841 and on this Plat were dedicated, given, granted and conveyed, in part, by the previous Owner / Land Divider to the Village, with additional street rights-of-ways dedicated, given, granted, amended and conveyed on CSM 2841 and on this Plat by The Cottages at Village Green, LLC (referred to as the "the Developer") to the Village of Pleasant Prairie, its successors and assigns ("the Village") for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, public street pavement, curbs and gutters, a cul-de-sac island, sidewalks, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, street trees and cul-de-sac island landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive within each of the Dedicated Public Street areas shown on CSM 2841 and on this Plat, which were retained by the Developer for the construction, installation, repair, alteration, replacement, snow clearing and maintenance of public street improvements, uses and purposes, including, without limitation, public street pavement, curbs and gutters, a cul-de-sac island, sidewalks, street signs, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, topsoil spreading and seeding, street trees and other cul-de-sac island landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities, all of which are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions) of such required public improvements as noted above and pursuant to a Development Agreement entered into between the Developer and the Village dated as of \_\_\_\_\_, 2017 and (2) nonexclusive easements coextensive with the areas shown on CSM 2841 and on this Plat, were reserved by the Developer for The Cottages at Village Green Condominium Association, Inc., (referred to as the "Condominium Association" (collectively its Owners) within the Dedicated Public Street areas for the planting and maintenance of street terrace grass and public street trees; the planting and maintenance of landscaping in the cul-de-sac island; the installation and maintenance of mail boxes; and the construction, installation, snow and ice clearance, maintenance, repair and replacement of sidewalks and driveways in the area between the roadway and their properties, all of which are approved by the Village as it will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Street areas, the rights of the Developer, the Condominium Owner's Association, or its Owners of any Lot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

# THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

## RESTRICTIVE COVENANTS VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

1. The Cottages at Village Green, LLC (referred to as the "Developer") hereby covenants that the Condominium Association (collectively the Owners) shall have the obligation of maintaining the cul-de-sac island area within 46th Court and the obligation of maintaining the street trees abutting their respective Lots within the Dedicated Public Streets (46th Court, 98th Street, N. Cottage Lane, S. Cottage Lane, and in the Dedicated Public Street, Access and Maintenance Easement along the north side of Main Street shown on CSM No. 2841 No. 2841 in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering; staking, trimming, pruning, replacing of trees and plantings, and removing of fallen leaves and brush in order to prevent a nuisance condition. Street trees and cul-de-sac plantings which are damaged, dead or dying shall be replaced at the Condominium Association (collectively the Owners) expense within 60 days of the trees removal or within the time frame as set forth in written notification by the Village. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owner's), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village.

The Developer shall be responsible for the replanting and maintenance obligations pertaining to the street tree and cul-de-sac island until said responsibilities are transferred to the Condominium Association who then shall perform such tree and plantings maintenance and replacement activities, without compensation, to the satisfaction of the Village per this restrictive covenant.

To the extent that the Village performs any such street tree or cul-de-sac plantings maintenance activities, the Condominium Association (collectively its Owners) respectively, shall be liable for any costs which may be incurred by the Village, which the Village any recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on the CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the "Dedicated 20' Storm Water Drainage, Access and Maintenance Easement" areas located within their Lots as shown on CSM No. 2841 in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage easements which blocks, diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively its Owners), its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Condominium Association (collectively its Owners), shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively its Owners), as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the "Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement" areas located within Lot 3 as shown on CSM No. 2841 in a functional, neat and nuisance free condition to handle storm water in the Condominium Plat. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; installing, repairing and replacing the aerator/fountain, removing of trash, debris, leaves and brush; clearing and repairing basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage and retention basin easement which blocks or diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, Condominium Association (collectively its Owners), its successors, assigns and successors-in-title of the Lots, in their capacity as Owners of any such Lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association (collectively its Owners) who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin maintenance activities, the Condominium Association (collectively its Owners), shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively its Owners), as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4. The Developer hereby covenants that the Condominium Owner's Association (collectively its Owners), shall have the obligation of maintaining the area shown as a Dedicated Wetland Protection and Preservation, Access and Maintenance Easement area within Lot 3 on CSM No. 2841 and shall protect and maintain the wetland area by prohibiting filling, dredging, tree cutting, mowing, live plant removal or other activity or condition detrimental to its function as a wetlands area without written approval of the Village. This covenant shall run with the land, shall be binding upon the Condominium Association (collectively the Owners), their successors, assigns and successors-in-title of the Lots, in their capacity as Owners of this Lot, and shall benefit and be enforceable by the Village. The Developer shall be relieved of any wetland protection or maintenance obligations they may have as Owners of such Lot under this covenant, upon the transfer of the responsibility to only to the Condominium Association (collectively the Owners) who then shall perform the required protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such wetland maintenance activities, the Condominium Association (collectively the Owners) shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Condominium Association (collectively the Owners) as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Owner hereby covenants that the Dedicated 15'x15' Vision Triangle Easement areas shown on CSM No. 2841 hereby places restrictions on the referenced land because of the location of these easements which were given, granted and conveyed by the Developer to maintain a clear sight line of vision at each of the intersections shown on the. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village, except for official Village public street signage or street lights. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
6. The Owner hereby covenants that the Dedicated Monument Sign, Access and Maintenance Easement area shown on CSM No. 2841 hereby places a restriction and obligation on the Condominium Association (collectively the Owners) for the land area identified for the monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs, and other landscape elements and all related ingress, egress and grading replacement and maintenance activities. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on CSM No. 2841 with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights on this easement.
7. The Owner hereby covenants that the Lots 1, 2, 3 and 4 Owners shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, and snow removal of the public sidewalks and private driveways; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; storm water drainage and off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance for the areas shown on CSM No. 2841 in accordance with the terms and conditions of the Village's Land Division and Development Control and Zoning Ordinances and the requirements of other applicable Village Ordinances, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the landowner, the Owner(s) of Lots 1, 2, 3 and 4 of CSM No. 2841 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or 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 CSM No. 2841, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.





Consider approval a **Zoning Text Amendment (Ord. #18-38)** for the request of Jon Klema, with Michael Signs, agent for the owner, Willkomm Development, LLP, to amend Chapter 420 Attachment 3 Appendix C Specific Development Plan for the "Rocket Wash/Merlin Muffler/Martino's Dry Cleaning Planned Unit Development" Ordinance.

**Recommendation:** On August 14, 2018 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendment (Ord. #18-38)** as presented in the Village Staff Report of August 20, 2018.

## **VILLAGE STAFF REPORT OF AUGUST 20, 2018**

Consider approval a **Zoning Text Amendment (Ord. #18-38)** for the request of Jon Klema, with Michael Signs, agent for the owner, Willkomm Development, LLP, to amend Chapter 420 Attachment 3 Appendix C Specific Development Plan for the "Rocket Wash/Merlin Muffler/Martino's Dry Cleaning Planned Unit Development" Ordinance.

*On June 11, 2018, the Plan Commission had conditionally approved Site and Operational Plans including a Conditional Use Permit #18-04 for the redevelop the Trusedell Plaza property located at 8531 and 8601 75<sup>th</sup> Street. Specifically the gasoline facility building, canopy and fueling stations and underground fuel tanks were removed and a new Rocket Wash facility will be constructed. The existing western multi-tenant building on the site currently occupied by Merlin Muffler and Martino's Master Dry Cleaners will remain.*

On June 18, 2018, the Village Board approved a Zoning Text Amendment (Ord. #18-31) to create the Rocket Wash/Merlin Muffler/Martino's Dry Cleaning Planned Unit Development Ordinance.

At this time the petitioner is requesting to amend the PUD Ordinance to allow the total aggregated permitted background commercial advertising sign area for the Rocket Wash building to be increased from 150 square feet to 205 square feet. This will allow for the installation of three wall signs on the building--one sign on the west elevation, one on the east elevation and one the north elevation). In addition, a few typo's are being corrected in the PUD Ordinance.

**Plan Commission recommends that the Village Board approve the Zoning Text Amendment (Ord. #18-38) as presented.**

**ORD. #18-38**

**ORDINANCE TO AMEND  
THE ROCKET WASH/MERLIN MUFFLER/MARTINO'S DRY CLEANING  
PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE PURSUANT TO  
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, to amend the Rocket Wash/Merlin Muffler/Martino's Dry Cleaning Planned Unit Development (PUD) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

**ROCKET WASH/MERLIN MUFFLER/MARTINO'S DRY CLEANING PLANNED UNIT DEVELOPMENT**

- a. It is the intent that the Rocket Wash/Merlin Muffler/Martino's Dry Cleaning development (hereinafter referred to as the "DEVELOPMENT"), will provide for commercial structures, improvements and uses on the properties as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of proper maintenance on a regular basis for the structures, sanitary sewer, water, storm sewer and storm water basins, landscaping, street trees and street terrace areas, parking areas, sidewalks/pedestrian walkways, security cameras, lighting, signage, garbage dumpster enclosures, and overall site so as to promote an attractive and harmonious commercial development area and work to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located in the Village of Pleasant Prairie as well as avoids unreasonable adverse effects to the surrounding properties.
- b. Legal Description: The property included is located at 8531 and 8601 75<sup>th</sup> Street ~~is~~ in U.S. Public Land Survey Section 9, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-092-0176.
- c. Requirements within the DEVELOPMENT:
  - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
  - (ii) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Site and Operational Plans and Conditional Use Permits, which may be approved by the Village within the DEVELOPMENT on file with the Village. (Due to the change in use, Conditional Use Permits #01-14, #01-14 as amended and #14-01 are no longer applicable to this DEVELOPMENT.)
  - (iii) The DEVELOPMENT, including but not limited to, the building, signage, fence(s), garbage dumpster enclosures, landscaping, irrigation, parking lot(s), exterior site lighting, public street trees and terrace areas etc., and the DEVELOPMENT as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This maintenance shall also include the daily picking up and

disposal of trash and debris which may accumulate on the sites within the DEVELOPMENT. Annually, or more frequent if necessary, compliance inspections will be performed to verify that the site, development, building, landscaping and signage are being maintained in compliance with the Village approved Site and Operational Plans and Village Ordinance requirements. Dead site landscaping and diseased street trees and plantings shall be removed and replaced each year per the approved Landscape Plans; site landscaping shall be watered, trimmed and maintained; signage and fencing shall be repaired and repainted as needed; street terrace areas shall be irrigated, weeded and mowed regularly; parking lot and building lighting and DSIS camera system screening all uses in the DEVELOPMENT shall be operable and maintained; all structures, trim, and building architectural details shall be cleaned, repainted, fixed, and repaired on a regular basis; and the parking lots shall be surfaced and pedestrian/driveway pavement directional markings and parking lot striping shall be repainted on a regular basis.

- (iv) The DEVELOPMENT shall be in compliance with a Digital Security Imaging System Agreement (DSIS) and DSIS Access Easement as approved by the Village.
- (v) The owner shall install and maintain additional landscaping on the east side of the property (within the property and **landscape** easement on the adjacent property to mitigate any noise issues related to the vacuum area within the DEVELOPMENT.
- (vi) All buildings and site alterations and modifications, including general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (vii) All buildings/structures and all exterior additions, remodeling or alterations to ~~the~~ any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc., as approved **d** by the Village.
- (viii) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT or any lot is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development PUD and shall continue to comply with this PUD and all other PUDs that may be applicable to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized for vehicular and pedestrian cross-access in order to allow and facilitate the movement of vehicular traffic within the DEVELOPMENT.
- (ix) Compliance with the Cross Access Easements as recorded at the Kenosha County Register of Deeds Office (Document #986030 as recorded on March 10, 1995 and Document #1163399 as recorded on October 26, 1999). Furthermore these **Easement easement** areas shall not be blocked or used for queuing cars for any uses within the DEVELOPMENT. **Only during the occasional** **During** peak car washing periods at the carwash facility, **temporary** cones shall be placed and an employee shall be stationed the northwest corner of the facility directing and maintaining the queuing line as shown on

**(Exhibit 1)** to ensure that the **Cross Access Easement** ~~cross-access easement~~ area is not blocked and traffic does not back up onto STH 50.

- (x) Delivery vehicles and trucks shall be temporarily parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
  - (xi) There shall be no roof mounted or sidewalk displays of merchandise or any other items, including temporary or permanent signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
  - (xii) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
  - (xiii) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, person, landscaping, vehicle, roof-top, or the ground unless expressly permitted by the Zoning Ordinance.
  - (xiv) No tenant advertising sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the properties or public right-of-ways for the purposed of advertising the businesses, sales for special offers of the service or retail businesses.
  - (xv) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times and garbage pick-up times for the B-2 District.
  - (xvi) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. The DEVELOPMENT shall be checked and cleaned up daily for litter and debris, which shall be promptly disposed.
  - (xvii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No extended overnight parking of passenger vehicles is allowed in the parking lots.
  - (xviii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
- d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:
- (i) Section 420-119 I (5) related detached accessory building/trash enclosure standards in the B-2 District is hereby amended to read as follows:
    - (5) ~~Detached~~ **A detached** accessory trash enclosure is allowed for the Rocket Wash building. The accessory trash enclosure for the Merlin Muffler/Martino's building shall be attached to this building.

- (ii) Section 420-119 J (1) and (2) related to number of principal and detached accessory buildings/trash enclosures in the B-2 District is hereby amended to read as follows:
  - (1) Number of principal structures per lot: Two
  - (2) Number of detached accessory buildings and/or detached trash enclosures: 1 (trash enclosure for the Rocket Wash facility may be detached from the principal building).
- (iii) Section 420-48 L related to setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes) is hereby amended to read as follows:
  - L. Parking areas (which includes parking spaces, maneuvering lanes and fire lanes) shall be a minimum of 3 feet from the east property line, 10 feet from the west property line, 20 feet from the south property line, and 10 feet from the property line adjacent to the property line adjacent to 75<sup>th</sup> Street.
- (iv) Section 420-78 K (1) related to aggregate permitted background commercial advertising sign area is hereby amended to read as follows:
  - (1) The total aggregate permitted background commercial advertising sign area allowed for each tenant space is as follows:
    - Rocket Wash building: ~~150~~ 205 square feet
    - Merlin Muffler tenant space: 130 square feet
    - Martino's Dry Cleaning tenant space: 20 square feet

e. Amendments

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

**Adopted this 20<sup>th</sup> day of August 2018.**

VILLAGE OF PLEASANT PRAIRIE

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

ATTEST:

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

Posted: \_\_\_\_\_  
38-rocket wash pud amend  
CODE1807-002



# ZONING TEXT AMENDMENT APPLICATION

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

Property Location: 8531 - 8601 75<sup>th</sup> St.

Legal Description: \_\_\_\_\_

Tax Parcel Number(s): 91-4-122-092-0176

Amend Section(s): revised POD for Pocket Wash of the Village Zoning Ordinance

Purpose of Zoning Text Amendment: Ord # 18-31

**INCREASE THE ALLOWABLE BUILDING/WALL SIGN SQUARE FOOTAGE FROM 150 SQ FT TO 198 SQ FT. THIS IS FOR THE PROPOSED THREE (3) LOGOS THE 38.5 SQ FT. OF SIGNAGE ON THE CANOPY ENTRANCE IS TO BE CONSIDERED AS DIRECTIONAL SIGNAGE**

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

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

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

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

**PROPERTY OWNER:**

**APPLICANT/AGENT:**

Print Name: WILLKOMM, INC.

Print Name: JON KLEMA - MICHAEL'S SIGNS.

Signature: [Signature]

Signature: [Signature]

Address: 717 S. Sylvania  
Sturtevant WI 53177  
(City) (State) (Zip)

Address: 3914 S. MEMORIAL DR.  
RAVINE WI 53403  
(City) (State) (Zip)

Phone: 262-898-8466

Phone: 262-554-6066

Fax: 262-884-8815

Fax: 262-554-0574

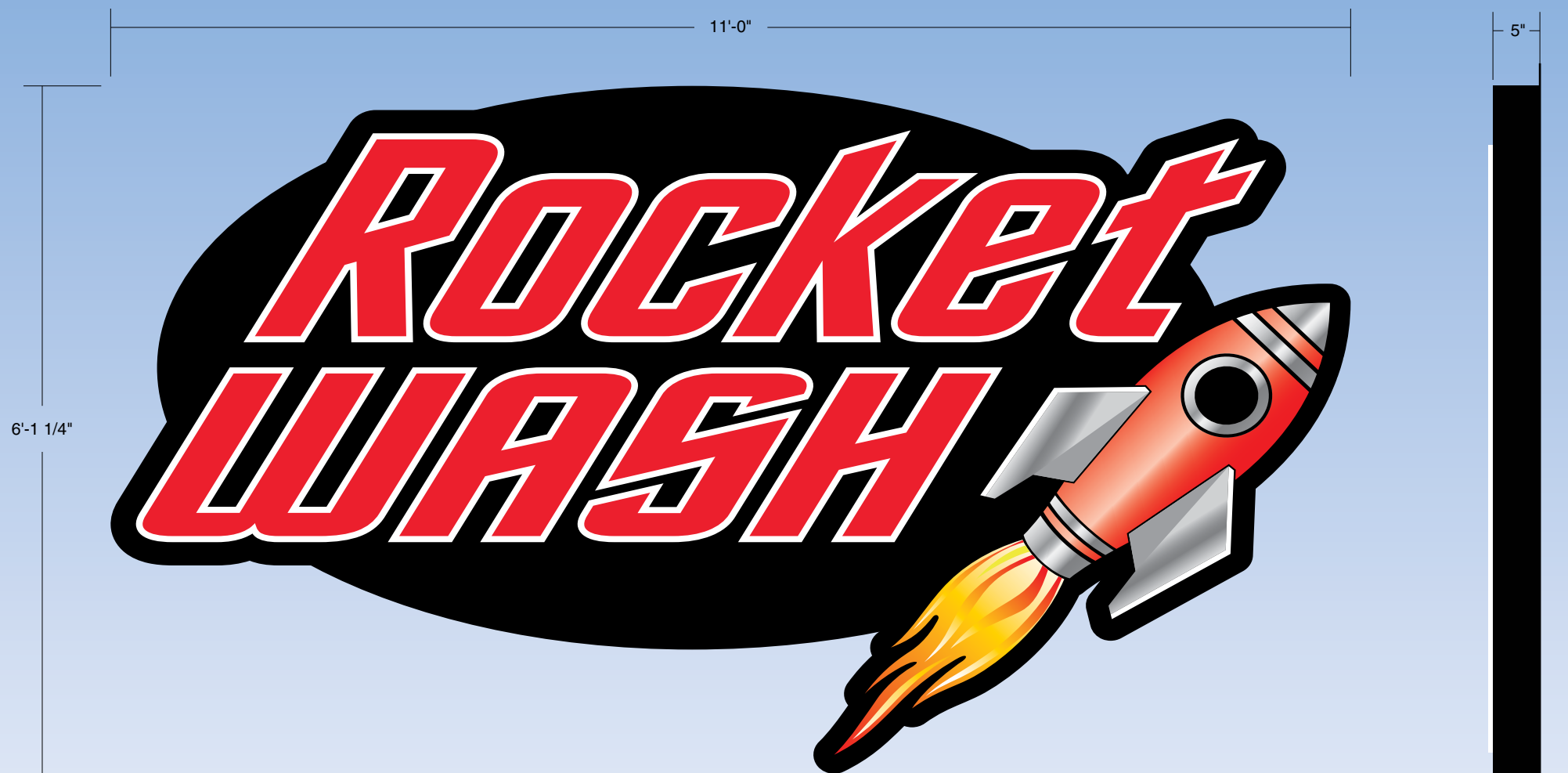
Email: jbaugrud@willkomm.com

Email: jon@michaelsigns.com

Date: 7/5/18

Date: 7/5/18





**SQUARE FOOTAGE: 66 SQ. FT.**

**ROCKET WASH / BUILDING SIGNAGE**

- THREE (3) SINGLE SIDED, INTERNALLY ILLUMINATED BUILDING SIGNS
- CUSTOM FABRICATED ALUMINUM CABINETS W/ MAP BLACK FINISH
- ROUTED 1/8" ALUMINUM FACES W/ 1/2" PUSH THRU PLEXI
- SIGN INTERNALLY ILLUMINATED W/ WHITE LEDS
- CABINET MOUNTED FLUSH TO FASCIA



"We Project Your Image"

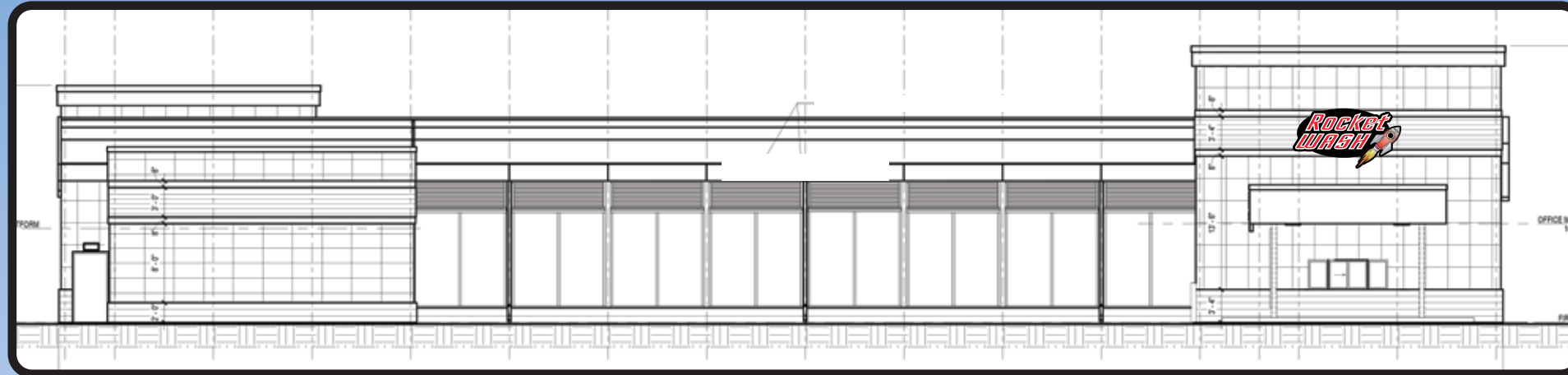
PH: (262) 554-6066  
TOLL FREE: (800) 554-8110

Client: <b>WILLKOMM'S / ROCKET WASH</b>  Address: <b>8601 75TH ST</b>  City, State: <b>PLEASANT PRAIRIE, WI 53142</b>  Sales Rep: <b>JON KLEMA</b>	Date: <b>6-22-18</b>	REVISION		Illumination: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES TYPE <b>LED</b>	<input checked="" type="checkbox"/> SINGLE SIDED <input type="checkbox"/> DOUBLE SIDED	Paint Colors (AkzoNobel): <input checked="" type="checkbox"/> <b>MAP BLACK</b>	Vinyl Film Colors (3M Scotchlcal): <input checked="" type="checkbox"/> <b>DIGITALLY PRINTED</b>	Client Signature: _____ Signature _____ Date _____
	Drawing #: <b>7(1)</b>	Sheet: <b>1 of 1</b>	Scale: <b>3/4"=1'</b>	Designer: <b>KD</b>	Electrical Requirements: <input checked="" type="checkbox"/> 120 <input type="checkbox"/> 277	Quantity: <b>3</b>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	NOTICE: Michael's Signs, Inc. does NOT provide primary electrical to sign location - <b>RESPONSIBILITY OF OTHERS</b>
	Revision 1: <b>7-5-18</b>	Revision 2:	Revision 3:	Revision 4:	Sign Specifications: <b>NOTED ABOVE</b>	Quantity:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.
	Revision 5:	Revision 6:	Revision 7:	Revision 8:	Sign Specifications:	Quantity:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.
	Revision 9:	Revision 10:	Revision 11:	Revision 12:	Sign Specifications:	Quantity:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.

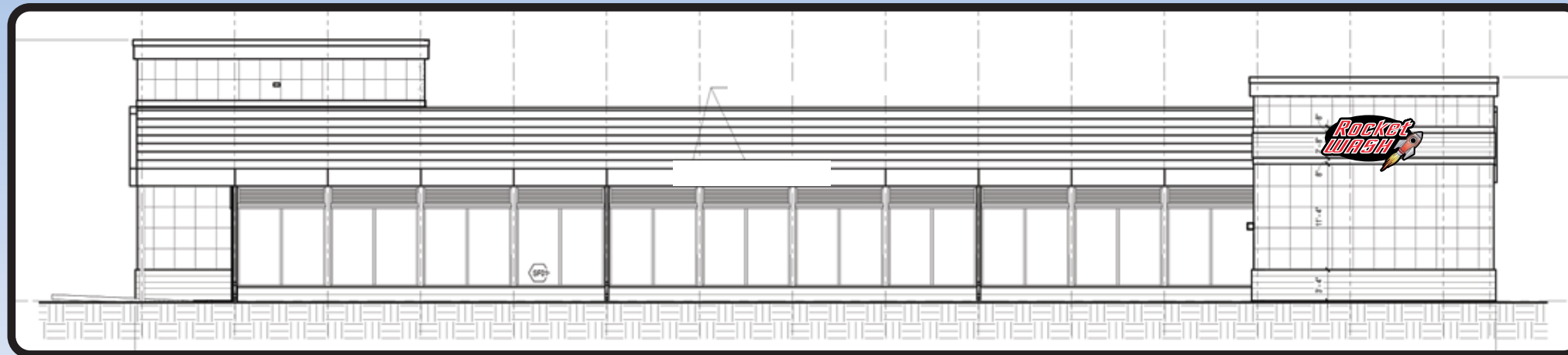
NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT.

# SIGNS 1-3

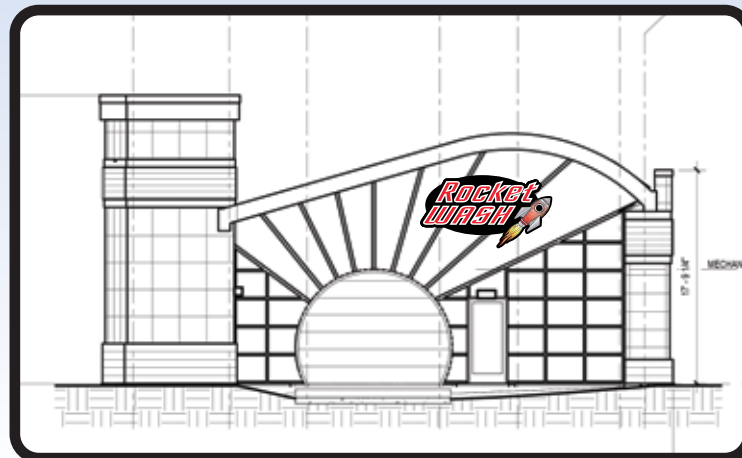
## ELEVATIONS



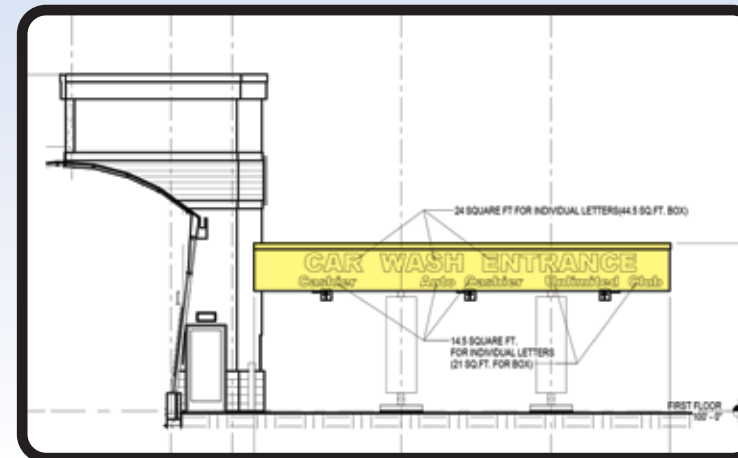
WEST ELEVATION - SCALE: 1/16"=1'



EAST ELEVATION - SCALE: 1/16"=1'



NORTH ELEVATION - SCALE: 1/16"=1'



ENTRY CANOPY ELEVATION - SCALE: 1/16"=1'



"We Project Your Image"

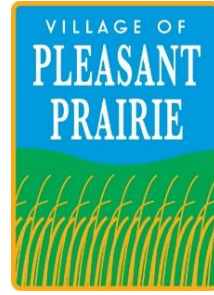
PH: (262) 554-6066  
TOLL FREE: (800) 554-8110

<b>Client:</b> WILLKOMM'S / ROCKET WASH  <b>Address:</b> 8601 75TH ST  <b>City, State:</b> PLEASANT PRAIRIE, WI 53142  <b>Sales Rep:</b> JON KLEMA	<b>Date:</b> 6-22-18	<b>REVISION</b>		<b>Illumination:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES TYPE <b>LED</b> <input checked="" type="checkbox"/> SINGLE SIDED <input type="checkbox"/> DOUBLE SIDED	<b>Paint Colors (AkzoNobel):</b> <input checked="" type="checkbox"/> MAP BLACK	<b>Vinyl Film Colors (3M Scotchcal):</b> <input checked="" type="checkbox"/> DIGITALLY PRINTED	<b>Client Signature:</b> Signature _____ Date _____
	<b>Drawing #:</b> 8(1)	▲ 7-5-18 ▲	<b>Electrical Requirements:</b> <input checked="" type="checkbox"/> 120 <input type="checkbox"/> 277		<b>Quantity:</b> 3		
	<b>Sheet:</b> 1 of 1	▲ ▲	<b>Sign Specifications:</b> NOTED ABOVE				NOTICE: Michael's Signs, Inc. does NOT provide primary electrical to sign location - <b>RESPONSIBILITY OF OTHERS</b>
	<b>Scale:</b> -	▲ ▲					The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.
	<b>Designer:</b> KD	▲ ▲					

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT.

# MEMORANDUM

**To: Village Board of Trustees**  
**From: John Steinbrink Jr., P.E.**  
**Date: August 20, 2018**  
**Re: Update Ordinance §355-16 Well Regulation Program**



Office of the Director of Public Works

The Public Works Department is requesting to make updates and additions to the Village Ordinance §355-16 Well Regulation Program. Changes include:

1. The cost of the well operation permit will also include the cost of the well operation inspection. The cost will be \$50.00 instead of \$25.00. This cost will be added to the utility bill. Failed well inspections will result in the need for a re-inspection which is an additional \$25.00 per inspection.

Recommendation:

Adopt changes as outlined on the attached document.

## ORDINANCE NO. 18-34

### ORDINANCE TO AMEND CHAPTER 355 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO WELL REGULATION PROGRAM

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 355, §355-16 of the Municipal Code is amended to read as follows:

**§ 355-16 Well regulation program.**

**[Amended 1-6-2003 by Ord. No. 03-03; 6-5-2006 by Ord. No. 06-26; 8-6-2012 by Ord. No. 12-22]**

A. Purpose.

- (1) To prevent unused and/or improperly constructed wells from serving as a passage for contaminated surface or near surface waters or other materials to reach the usable groundwater. These wells shall be properly filled and sealed.
- (2) To prevent unused, unsafe and noncomplying wells from acting as vertical conduits for aquifer contamination or as sources of unsafe water that could enter the public water system through cross-connections.

B. Required well abandonment. Wells that do not have a valid operational permit issued pursuant to Subsection D below, wells which are not routinely used, wells which are in noncompliance with Ch. NR 812 or wells which test bacteriologically unsafe shall be properly sealed and abandoned in accordance with Ch. NR 812 by an established date not to exceed one year from date of connection to the public system or date of discovery or construction.

C. Coverage. All private wells located on any premises which are served by the public water system of the Village shall be properly filled by June 1, 1985. Only those wells for which a well operation permit has been granted by the Village of Pleasant Prairie may be exempted from this requirement, subject to conditions of maintenance and operation.

D. Well operation permits. A permit may be granted to a well owner to operate a well for a period not to exceed five years if the following requirements are met:

- (1) The well and pump installation meet the requirements of Ch. NR 812, Wis. Adm. Code, and the well constructor's report is on file with the Department of Natural Resources, or certification of the acceptability of the well has been granted by the Private Water Supply Section of the Department of Natural Resources.
- (2) The well has a history of producing safe water and in accordance with § NR 810.16, Wis. Adm. Code, presently produces bacteriologically safe water as evidenced by one sample. A minimum of one safe sample be taken prior to issuing or reissuing the permit to establish that the water is bacteriologically safe.
- (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
- (4) No physical connection shall exist between the piping of the public water system and the private well in accordance with § NR 812.26, Wis. Adm. Code.

E. Cost of well operation inspections and permits. The cost of a well inspection and ~~The cost~~ to obtain a well operation permit is ~~\$25~~ \$50, which permit is valid for five years. This cost will be added onto

**your utility bill.** In the case of a shared well, only the parcel containing the physical well will be required obtain a permit. Any residence connected to a shared well must pass all required inspections and produce one safe water sample as is required by the permit holder. **Failed well inspections will result in the need for a re-inspection which is an additional \$25 per inspection.**

- F. Methods. Wells to be abandoned shall be filled according to the procedures outlined in Ch. NR 112, Wis. Adm. Code. The pump and piping shall be removed and the well checked for obstructions prior to plugging. Any obstruction or liner shall be removed.
- G. Reports and inspection. A well abandonment report shall be submitted by the well owner to the Department of Natural Resources on forms provided by that agency. The report shall be submitted immediately upon completion of the filling of the well.

Passed and adopted this 20<sup>th</sup> day of August, 2018.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink  
Village President

ATTEST:

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Jane C. Snell  
Village Clerk

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

**ORDINANCE NO. 18-39**

**ORDINANCE TO AMEND CHAPTER 305 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO CONSTRUCTION AND MAINTENANCE OF SIDEWALKS AND DRIVEWAY APPROACHES**

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 305, Article II of the Municipal Code is amended to read as follows:

Article II

~~Sidewalk Construction and Repair~~ **Construction and Maintenance of Sidewalks and Driveway Approaches**

**§ 305-8 Adoption of statutory provisions.**

Section 66.0907, Wis. Stats., shall apply in the Village.

**§ 305-9 Sidewalks required.**

- A. New sidewalks shall be required on a case-by-case basis wherein the Village Board determines that the amount of pedestrian traffic and the risks to pedestrian safety justify the installation of sidewalks. **[Amended 6-19-2006 by Ord. No. 06-28]**
- B. Existing sidewalk(s) shall be required to be repaired or removed and replaced for those existing sidewalks found to be in disrepair by the Village.
- C. The Village ~~Superintendent of Streets~~ **Director of Public Works** shall notify the abutting property owner via first class mail to the last recorded property owner address when the sidewalk is in disrepair. The sidewalk shall be repaired or removed and replaced by the order of the Village Administrator within 30 days, weather permitting.
- D. The Village Board may, in its discretion, at any time, order the construction of sidewalks where they presently do not exist, or the reconstruction or repair of or replacement of public sidewalk(s) at the expense of the abutting property owner, when it is determined that the amount of pedestrian traffic and the risks to pedestrians justify the installation or replacement of the sidewalk(s).

**§ 305-10 Costs for installation, replacement or repair.**

The cost of sidewalk installation, replacement or repair shall be incurred by the developer, in the case of a new subdivision or land division, or the abutting property owner, in the case of existing sidewalk(s). Payments for sidewalk(s) shall be made within 30 days of receipt of the Village's invoice. Nonpayment of such an invoice shall cause the cost of said replacement or repair to be placed upon the tax roll of the affected parcel with an additional 10% of the cost.

- A. Special assessments may be utilized to recover the cost of sidewalk(s) removal, land restoration and construction. Upon the execution of a waiver of notice for a special assessment, the special assessment charge will be amortized over a five-year time period at

an interest rate equal to the interest rate being charged by the Village at the time the waiver is executed.

- B. Written notice of the proposed construction, repair or replacement of the public sidewalk(s) must be sent by first class mail to the last recorded address of the abutting property owner.
- C. The abutting property owner shall be given the opportunity to be heard before the Village Board on the necessity for the proposed construction, repair or replacement of the sidewalk(s). The abutting property owner shall be given the opportunity to appear, with or without counsel, to examine all written reports, call witnesses and submit written reports.
- D. The Village Board must approve the necessity for the proposed construction, repair or replacement of public sidewalk(s) by a Board resolution after giving the abutting property owner and the public the opportunity to be heard and after reviewing the report of the Village Administrator.
- E. The Village Board must approve, by resolution, the amount of the special assessment to be imposed upon the benefited property after the final determination of charges has been made. Appeal from this final determination shall be pursuant to the procedures outlined in the § 66.0703(12), Wis. Stats.

**§ 305-11 Snow and ice removal.**

**[Amended 4-18-2005 by Ord. No. 05-13; 12-21-2015 by Ord. No. 15-48]**

- A. Removal from sidewalks. The owner, occupant or person in charge of any parcel or lot which fronts upon or abuts any sidewalk shall keep said sidewalk clear of all snow and ice. In the event of snow accumulating on said sidewalk due to natural means and/or by any other means, said sidewalks shall be cleared of all accumulated snow and/or ice within 24 hours from the time the snow ceases to accumulating on said sidewalk. In the event that ice has formed on any sidewalk in such a manner that it cannot be removed, the owner, occupant or person in charge of the parcel or lot which fronts upon or adjoins said sidewalk shall keep the sidewalk sprinkled with deicing material to permit safe travel by pedestrians.
- B. Depositing snow on streets and public property. No person shall throw, blow, pile or place, or cause or allow to be thrown, blown, piled or placed, any snow or ice on any public street, public place or public property, except on the terrace area located between the sidewalk and the roadway. This subsection may be enforced against any person or entity performing snow removal or the person or entity owning the property from which the snow was removed or all of the aforesaid parties. This subsection shall not apply to any employee of the Department of Public Works, Fire Department or Police Department while acting within the scope of Village employment.
- C. Village may effect compliance. Whenever any owner of any lot or parcel fails or neglects to remove snow and ice from any sidewalk as required by Subsection **A** above or if snow or ice is deposited on any sidewalk, street, alley, terrace, public place or street in the Village in violation of Subsection **B** above, the Director of Public Works, without notice, shall cause such snow and ice to be removed therefrom, and the person in charge of the premises from

which the snow or ice was removed and so deposited shall be charged for the Village costs of such removal. If not paid within 30 days, such charge shall be placed on the tax roll, pursuant to § 66.0627, Wis. Stats. In addition to the aforesaid Village abatement costs, any person or entity who violates any provision of this § 305-11 may, after given written notice, be subject to all of the remaining terms and provisions of § 1-4, the penalty provisions of this Municipal Code.

**§ 305-12 License required to perform work.**

- A. No person, party, firm or corporation shall construct, modify, destroy, remove or repair any sidewalk in the public right-of-way without first obtaining a license **to do so** from the ~~Village Clerk~~ **Director of Public Works.** ~~and becoming prequalified as a contractor in the Village.~~
- B. ~~The fee for such license shall be \$25 for the annual renewal thereof. All fees shall be paid to the Village Treasurer.~~ There shall be a fee for such license for the first year and an annual renewal fee thereafter. The Village Board will, from time to time, by Resolution, establish the License Fee. All fees shall be paid to the Village and all licenses shall expire on January 1<sup>st</sup> following the issuance thereof, unless renewed.
- C. The Director of Public Works, following notice and an opportunity to be heard, may suspend or revoke any license or permit of any holder thereof who violates this or any other relevant Village Ordinance or State law, rule, regulation or any order of the Director of Public Works.

**§ 305-13 Bond required; indemnification of Village.**

- A. Every person, party, firm or corporation engaged in the business of constructing, modifying, destroying, removing or repairing sidewalks **or driveway approaches**, prior to the issuance of a license, shall provide a surety bond to the Village of Pleasant Prairie in the sum of \$10,000, which bond shall guarantee that all work is performed in accordance with this article and other ordinances of the Village of Pleasant Prairie and the regulations of Kenosha County and the State of Wisconsin.
- B. Every person, party, firm or corporation engaged in the business of constructing, modifying, destroying, removing or repairing sidewalks **or driveway approaches** shall indemnify the Village for any damages to or obstructions of the public right-of-way, including the storm sewer, sanitary sewer or water mains located in said right-of-way.

**§ 305-14 Insurance.**

A condition of the license shall be the furnishing of a Certificate of Insurance containing a provision that the Director of Public Works must be notified twenty (20) days in advance the effective date of any termination or cancellation thereof, which certificate shall indicate that there is in full force and effect a policy of public liability insurance and motor vehicle liability insurance for each motor vehicle used in conjunction with the licensed activity, issued by an insurance company licensed to do business in the State of Wisconsin, in the amount of Three Hundred Thousand (\$300,000) Dollars protecting against claims involving death, personal injury or property damage.



**§ 305-15 Sidewalk permit required.**

~~A.—No person, party, firm, or corporation may construct, modify, destroy, remove or repair a particular sidewalk within the Village without first receiving a sidewalk permit.~~

~~B.—Application for a sidewalk permit shall be made to the Superintendent of Streets. Such permit shall be issued by the Superintendent of Streets to the applicant having the license, bond and insurance as herein required.~~

~~C.—Permit fees are provided below:~~

~~(1)—New sidewalks, 25 to 100 square feet in size: \$15.~~

~~(2)—Sidewalk repairs or mud jacking, 100 square feet or more in size: \$25.~~

~~D.—Triple fees will be charged for sidewalk work commenced prior to the issuance of the permit.~~

No person, party, firm or corporation may construct, modify, destroy, remove or repair a particular sidewalk within the Village, even though licensed to do so, without first receiving a Sidewalk Permit. A Sidewalk Permit shall be issued by the Director of Public Works to anyone having a license, bond and insurance as herein required for a new sidewalk, sidewalk repair or mudjacking, parkway walk and/or walk grade for building construction. The Village Board will, from time to time, by Resolution, establish the Permit Fees. Should any sidewalk work be commenced prior to the issuance of a permit, the fees shall increase to five (5) times the amount of the fee established by the Village Board by Resolution.

**§ 305-16 Design and construction.**

All sidewalks shall be designed, located, constructed, installed, provided and completed in a workmanlike manner, to the satisfaction of the ~~Village Engineer~~ Director of Public Works. Such sidewalks shall be replaced and/or installed at the subdivider's, homeowner's or landowner's cost and in accordance with the provisions of this article and all other applicable ordinances of the Village. In the case of a new subdivision, large lot subdivision or minor land division, the developer agreement entered into by and between the divider and the Village shall specifically have the sidewalk plans and specifications approved by the Village Board.

**§ 305-17 Specifications.**

A. The size and location of required sidewalks for new subdivisions, large lot subdivisions or minor land divisions shall be in accordance with Table 1 in § 395-60 and §§ 395-60A and 395-62C of Chapter 395, Land Division and Development Control, of this Code and with applicable supplemental engineering and construction standards and specifications approved by the Village Board

B. Replacement of existing sidewalks shall be made at the same width and grade and thickness as exists at the match point on either end of the replacement sidewalk.

C. Variances in line and grade due to trees and other obstructions, shall be approved by the

**Director of Public Works.**

**§ 305-18 Sidewalk plans.**

Sidewalk plans shall be submitted as a detail of the public street plans for any new subdivision or land division.

**§ 305-19 Curbs and gutters.**

Sidewalks shall be prepared and completed with curbs and gutters in all new subdivisions and land divisions where required, in accordance with § **395-71** of Chapter **395**, Land Division and Development Control.

**§ 305-20 Inspection and approval.**

The Village shall be contacted and shall inspect and approve all sidewalks.

**§ 305-21 Appeals.**

Any person, partnership or organization aggrieved by an administrative decision made by the ~~Superintendent of Streets~~ **Director of Public Works** or the Village Board may appeal such decision to the Village Zoning Board of Appeals.

Passed and adopted this 20<sup>th</sup> August, 2018.

VILLAGE OF PLEASANT PRAIRIE

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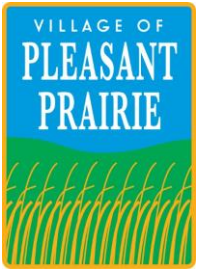
John P. Steinbrink, President

ATTEST:

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Jane C. Snell, Clerk

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



## MEMORANDUM

**To: Village Board of Trustees**

**From: John Steinbrink, Jr., P.E., Director of Public Works**

**Subject: The Cottages at Village Green Letter of Credit Reduction Request No. 6**

**Date: August 20, 2018**

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The Village has conducted a review of the Letter of Credit Reduction for Public Improvements at the Cottages at Village Green and recommends approval of reduction in the subdivision letter of credit based on review of project progress and the following considerations:

- Current posted security
- Work Completed to date and conformance to plans and specifications
- Field visits by Village of Pleasant Prairie Staff, Inspection reports/Engineer's report, if applicable
- Estimated costs of work remaining

Village Construction Inspection staff have reviewed the request and based on inspection of the site and the construction observation reports, I am recommending reduction as follows to the letter of credit:

Letter of Credit Balance as of August 20, 2018	\$687,050.50
Estimated Balance to Complete Project	\$138,741.63
Retainage of Public Improvement	\$85,770.69
Value of LOC to hold	\$224,512.32
<b>Letter of Credit Reduction Recommended</b>	<b>\$462,538.18</b>

Based on the review of the criteria, the proposed improvements meet the requirements of the Village and a letter of credit reduction request is warranted and recommended.

PROJECT NAME: **The Cottages at Village Green Heights**  
 CONTRACTOR/DEV: Douglas Kent Development  
 COUNTY: KENOSHA  
 DATE: 06/05/2018. Revised 08/08/18

Remaining Items & Warranty Period (Phase 1)					
Item		QTY	Unit	Rate	Total
1	6" Topsoil, Seed, Fertilize & Erosion Mat	1310	SY	\$ 2.80	\$ 3,668.00
2	Public Street Trees	1	LS	\$ 32,758.50	\$ 32,758.50
3	Base Aggregate Dense	460	TON	\$ 18.00	\$ 8,280.00
4	5" Sidewalk	1400	SY	\$ 37.40	\$ 52,360.00
5	6" Sidewalk	400	SY	\$ 39.55	\$ 15,820.00
6	Detectable Warning Field	48	SF	\$ 37.00	\$ 1,776.00
<b>Project Total:</b>					<b>\$ 114,662.50</b>
<b>Construction Contingency</b>				<b>10%</b>	<b>\$ 11,466.25</b>
<b>Estimated Construction Cost</b>					<b>\$ 126,128.75</b>
<b>Estimated Engineering (inspections, etc.) of Construction</b>				<b>10.0%</b>	<b>\$ 12,612.88</b>
<b>Estimated Balance to Complete Project</b>					<b>\$ 138,741.63</b>
<b>Retainange of Public Improvement</b>					<b>\$ 85,770.69</b>
<b>Value of LOC to hold</b>					<b>\$ 224,512.32</b>



Office of the  
Chief of Fire & Rescue  
**Craig Roepke**

To: Nathan Thiel – Village Administrator  
Cc: Jane Snell – Village Clerk  
From: Craig Roepke – Chief of Fire & Rescue  
Subject: Fire Vehicle Disposal Approval – Dodge Durango  
Date: August 20, 2018

Nathan;

I am seeking approval to remove the 2006 Dodge Durango fire command vehicle from the Fire department's fleet as it has reached the end of its service life.

This vehicle has been replaced with a 2018 Tahoe, very similar to the police vehicles in service today. It is anticipated that the vehicle should provide about eight years of service life.

- 2006 Dodge Durango - 1D4HB38N96F168467

This vehicle will be sent to auction. I recommend and request approval to dispose of the vehicle listed above.



**RESOLUTION #18-26**

**RESOLUTION AUTHORIZING THE  
VILLAGE OF PLEASANT PRAIRIE  
TO DISPOSE OF A SURPLUS VEHICLE**

**WHEREAS**, the Village of Pleasant Prairie Fire & Rescue Department currently owns a 2006 Dodge Durango and

**WHEREAS**, a new 2018 Chevy Tahoe was purchased to replace the 2006 Dodge Durango.

**WHEREAS**, this 2006 Durango is no longer needed or able to meet the needs of the Village.

**NOW, THEREFORE, BE IT RESOLVED**, the Village Administrator is authorized to sell the 2006 Dodge Durango to an authorized automobile auction company for purposes of auction, and to transfer auction.

Passed and adopted this 20<sup>th</sup> day of August, 2018.

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John P. Steinbrink, President

Attest:

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Jane C. Snell, Village Clerk

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